



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

January 20, 2026

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 SAN DIEGO GAS & ELECTRIC AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

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

Enclosed is the amended revenue agreement with San Diego Gas & Electric and the County of San Diego, Sheriff's Office, for the video production for Explosions in Gas Filled Occupancy Training for Public Safety. Amendment of contract is requested as the deadline, contract term and contract amount have been changed to June 30, 2026 and \$8,000.00.

The value of this contract will not exceed \$8,000.00. The exact amount will be determined by the amount of cost for actual usage.

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

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

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


Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

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

Department Approval: Date:

Approved By

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init OFF#:



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

| | | |
|--|--|----------------------------------|
| From: Rina Molina (858) 289-9905 | Bureau/Division, or Section: MSB - Contracts Mgt. Procureg | Date: January 20, 2026 |
|--|--|----------------------------------|

Subject:
Amendment to the MOA with SDGE for Explosions in Gas Filled Occupancy Training for Public Safety

| 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 Dana Gapuz, Contracts & Grants Manager | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 Karina Galvan, Asst. Group Finance Director Public | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 Andrew Strong, Deputy Chief Administrative Office | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 Mark Day, Supv Dep County Counsel | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 Toroshinia Kennedy Office of Financial Planning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 Andrew Potter, Clerk of the Board | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| 9 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

January 20, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

AMENDMENT TO THE REVENUE CONTRACT BETWEEN SAN DIEGO GAS & ELECTRIC AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Sheriff's Office is amending the revenue agreement with San Diego Gas & Electric to provide video production services for Explosions in Gas Filled Occupancy Training for Public Safety. Amendment of contract is requested as the deadline, contract term and contract amount have been changed to June 30, 2026, and \$8,000.00.

The value of this contract will not exceed \$8,000.00. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**MEMORANDUM OF AGREEMENT - SDGE EXPLOSIONS IN GAS FILLED OCCUPANCY TRAINING
FOR PUBLIC SAFETY**

AMENDMENT #1

Effective Date: Date of last signature affixed below.

The San Diego County Sheriff and San Diego Gas & Electric, enter into this amendment ("Amendment") to amend the above-referenced agreement as described here in.

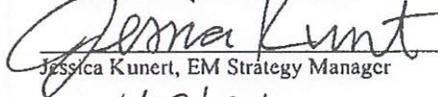
Agreement Change(s):

1. Section 2.2.1 SAN DIEGO GAS & ELECTRIC responsibility under this agreement is changed to the following: Provide reimbursement of costs based on actual hours worked on the video production reported by the Sheriff, not to exceed \$8,000.00.
2. Term of the Agreement – Effective end date in section 10 is changed to June 30, 2026.

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

IN WITNESS WHEREOF, San Diego County Sheriff and San Diego Gas & Electric have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by SDG&E, SHERIFF & COUNTY.

SAN DIEGO GAS & ELECTRIC



Jessica Kunert, EM Strategy Manager

Date: 1/13/26

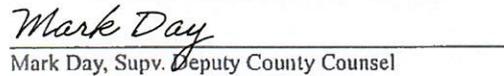
SAN DIEGO COUNTY SHERIFF'S OFFICE



Kelly A. Martinez, Sheriff

Date: 1/20/26

APPROVED AS TO FORM AND LEGALITY



Mark Day, Supv. Deputy County Counsel

Date: 1/22/26

COUNTY OF SAN DIEGO



Andrew Potter, Clerk of the Board

Date: 1/27/26

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 1/27/26
Deputy Clerk of the Board Supervisors

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement ("MOA") is made by and among San Diego Gas & Electric and County of San Diego. The parties to this MOA may be referred to herein collectively as the "parties" or individually as a "party."

Recitals

The County provides services to residents throughout the County of San Diego, including services related to law enforcement and emergency response.

San Diego Gas & Electric provides gas and electrical safety related services to its clients.

The parties desire to create and produce a video training series on Natural Gas Safety for law enforcement officers/first responders with the information and guidance they need to keep themselves and others safe when responding to an incident that presents potential hazards related to gas explosions.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each party as follows:

| | |
|---|---|
| <u>County of San Diego</u> Dane F. Gapuz Contracts & Grants Manager 9621 Ridgehaven Court San Diego, CA 92123 (619) 851-4943 Dane.Gapuz@sdssheriff.org | <u>San Diego Gas & Electric</u> Jessica Kunert EM Strategy Manager 8315 Century Park Ct. CP21A San Diego, CA 92123 (619) 676-0352 JKunert@sdge.com |
|---|---|

2. Parties' Responsibilities

2.1. SHERIFF

2.1.1 Create a detailed shooting script for each video in this series. Each script will provide a description of what appears on-screen in each scene and describe the specific audio that will be heard with it (i.e., voice-over narration, on-camera presenter, track from example video).

2.1.2 Distribute scripts to SDG&E for review and feedback. Incorporate their feedback into a revision of each script.

2.1.3 Distribute final version of each script to SDG&E for final approval.

- 2.1.4 Perform all pre-production tasks necessary to schedule role players and equipment needed for each on-location video shoot. Coordinate with SDG&E to incorporate subject experts and SDG&E facilities as needed.
- 2.1.5 Coordinate and direct video shoot for each scene.
- 2.1.6 Shoot video clips of all B Roll scenes, gas equipment and other items referenced in the scripts.
- 2.1.7 Record announcer voice-over tracks and shoot announcer on-camera scenes, using talent approved by SDG&E.
- 2.1.8 Edit each video according to approved detailed shooting script.
- 2.1.9 Distribute the first-edit version of each video to SDG&E for review and feedback. Incorporate feedback into video edit revisions and resubmit for SDG&E review and final approval.
- 2.1.10 Once SDG&E provides written acceptance and approval of the videos in this project series, proceed to upload them to the Sheriff's online, secure website for viewing and downloading by individuals with authorized access from SDG&E or the Sheriff's Office. Provide MP4 video files to SDG&E and Sheriff's Training Unit.

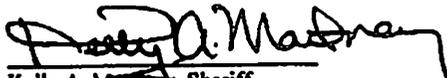
2.2 SAN DIEGO GAS & ELECTRIC

- 2.2.1 Provide reimbursement of costs based on actual hours worked on the video production reported by Sheriff, not to exceed \$ 5,000.00.
3. **Insurance:** Each party must obtain at its own cost and expense, and keep in force and effect during the term of this Contract, 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. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.
 4. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California. Venue will be in a court of competent jurisdiction in the State of California, County of San Diego.
 5. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the County and San Diego Gas & Electric. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.
 6. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by each party's administrative.
 7. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.

8. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
9. **Scope of MOA:** This MOA only applies to the program 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 MOA.
10. **Term:** This MOA shall become effective on the date all the parties have signed this MOA and be in force until January 31, 2026.
11. **Termination For Convenience.** The Parties, may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
12. **Counterparts:** This MOA 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.

SAN DIEGO SHERIFF'S OFFICE


Kelly A. Marano, Sheriff

SAN DIEGO GAS & ELECTRIC

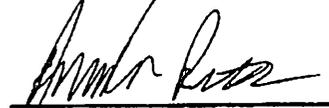

Jessica Kunert, EM Strategy Manager

APPROVED AS TO FORM AND LEGALITY

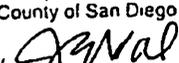

Mark Day, Sr. County Counsel

10/8/25
Date

COUNTY OF SAN DIEGO


Andrew Potter, Clerk of the Board

10/9/25
Date

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123
By:  Date: 10/8/25
Deputy Clerk of the Board



COSD CLERK OF THE BOARD
2026 FEB 3 PM 12:17

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

January 26, 2026

TO: Andrew Potter
Clerk of the Board of Supervisors

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

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures
Department of Agriculture, Weights and Measures

**EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 25-0574-000-SA
WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

Pursuant to County of San Diego Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute and ratify Cooperative Agreement # 25-0574-000-SA with the State of California Department of Food and Agriculture (CDFA) for the Apiary Protection Program. The CDFA acts as the lead agency in the protection of the apiculture industry in the State. The Agreement specifies administration and enforcement of the registration and inspection of any apiary located in the State. In addition, the Agreement specifies regulatory activities to record and register apiaries or colonies, promote registration and provide registration outreach, conduct inspections for new hive locations and complaints, follow up inspection activities for apiary registration or health issues, and oversee disposal of contaminated hives and materials. This Agreement provides reimbursement to AWM for regulatory activities relating to the State Apiary Protection Act from January 1, 2026 to June 30, 2027.

This Agreement supports the Sustainability and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan. The County will be reimbursed for not more than \$30,434.53. The revenue contract does not fully fund the Apiary Protection Program, and the associated unreimbursed costs promote agriculture and public safety for the residents in the region.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please call Deputy Agricultural Commissioner/Sealer Jasmine Lopez at (858) 753-8802 for any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0574-000-SA



DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

January 26, 2026

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

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures
Department of Agriculture, Weights and Measures

REQUEST FOR APPROVAL AND RATIFICATION OF A REVENUE AGREEMENT FOR CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER 25-0574-000-SA – APIARY PROTECTION PROGRAM

Enclosed for your approval and ratification, pursuant to the County of San Diego Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and Agriculture, Weights and Measures (AWM) for regulating beekeeping activities from January 1, 2026 to June 30, 2027. Existing state law recognizes the importance of properly managed European honeybees. Per the California Food and Agricultural Code's Apiary Protection Act, a healthy and vibrant apiary industry is important to the economy and welfare of the people of the State of California.

The Food and Agricultural Code grants the county agricultural commissioners the authority to enforce various beekeeping laws and regulations, including registration, identification, inspection, and placement of hives. State laws and regulations are intended to promote the vitality of the beekeeping industry, prevent the possible introduction and spread of bee-related diseases and pests, and ensure public safety. This Agreement provides reimbursement to AWM for regulatory activities relating to the Apiary Protection Program. Ratification is also requested since the start date has preceded the execution of the Agreement.

A. SERVICES: The services shall include, but not be limited to:

- Hire and/or train personnel
- Perform work activities outlined in the Apiary Protection Program Work Plan and Scope of Work
- Ensure that all documentation of work is complete and accurate
- Submit itemized Apiary Protection Program Invoice monthly using the provided template on County letterhead
- Submit a monthly Apiary Protection Program Report

B. ALTERNATIVES: This work is discretionary. If this Agreement is not approved, the Program would continue to be funded by General Purpose Revenue and apiary registration fees. County costs for this Program qualify for State Unrefunded Gas Tax funding.

C. FISCAL IMPACT: The revenue realized from this Agreement will not exceed \$30,434.53. Funds for this Agreement are included in the Fiscal Year 2025-26 Operational Plan for AWM. In Fiscal Year (FY) 2025-26, the expected Net County Cost is \$10,029.56; in FY 2026-27 the expected Net County Cost is \$22,044.97. These amounts are supported by budgeted General Purpose Revenue in AWM as determined by the nature of the program. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract or grant agreement would be worthy of County Funding if external financing were unavailable.

D. AWARD NUMBER: The Auditor and Controller assigned 508050.

Please call Deputy Agricultural Commissioner/Sealer Jasmine Lopez at (858) 753-8802 for any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement # 25-0574-000-SA

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Digitally signed by Ha Dang Date: 2026.01.27 14:20:21 -08'00' Date:

Approved By:

Group Finance Director: Date:

County Counsel: Digitally signed by Jerod Markley@sdcounty.ca.gov Date: 2026.01.21 18:02:28 -08'00' Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init: OFF#:

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

| |
|-----------------------|
| AGREEMENT NUMBER |
| 25-0574-000-SA |

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN DIEGO

Jerod Markley

Approved as to form and
legality
Jerod Markley
Supervising Deputy County Counsel

2. The Agreement Term is: January 1, 2026 through June 30, 2027

3. The maximum amount of this Agreement is: \$30,434.53

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

| | |
|--|-----------|
| Exhibit A: Recipient and Project Information | 2 Page(s) |
| Exhibit B: General Terms and Conditions | 5 Page(s) |
| Exhibit C: Payment and Budget Provisions | 2 Page(s) |
| Attachments: Scope of Work and Budget | |

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)

COUNTY OF SAN DIEGO

BY (*Authorized Signature*)

Andrew Potter

DATE SIGNED

2/17/26

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew Potter , Clerk of the Board

ADDRESS

9325 Hazard Way, Suite 100, MS01, San Diego, CA 92123-1217

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

[Signature]

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

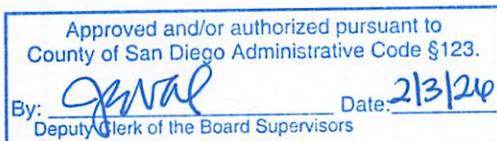


EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Enforcement of the registration and inspection of any apiary located in the state.

Project Title: Apiary Protection Program

2. The Managers for this Agreement are:

| FOR CDFA: | | FOR RECIPIENT: | |
|------------------|-------------------------------|-----------------|----------------------------------|
| Name: | Canh Nguyen | Name: | Ha Dang |
| Division/Branch: | PHPPS/Integrated Pest Control | Organization: | COUNTY OF SAN DIEGO |
| Address: | 3294 Meadowview Road | Address: | 9325 Hazard Way, Suite 100, MS01 |
| City/State/Zip: | Sacramento, CA 95832 | City/State/Zip: | San Diego, CA 92123-1217 |
| Phone: | 916-558-8516 | Phone: | 858-614-7703 |
| Email Address: | canh.nguyen@cdfa.ca.gov | Email Address: | ha.dang@sdcounty.ca.gov |

3. The Grant Administrative Contacts for this Agreement are:

| FOR CDFA: | | FOR RECIPIENT: | |
|------------------|-------------------------------|--|----------------------------------|
| Name: | Melissa Amaya | Name: | Rolinda Gelacio |
| Division/Branch: | PHPPS/Integrated Pest Control | Organization: | COUNTY OF SAN DIEGO |
| Address: | 3294 Meadowview Road | Address: | 9325 Hazard Way, Suite 100, MS01 |
| City/State/Zip: | Sacramento, CA 95832 | City/State/Zip: | San Diego, CA 92123-1217 |
| Phone: | 916-926-9897 | Phone: | 858-414-7474 |
| Email Address: | melissa.amaya@cdfa.ca.gov | Email Address: | rolinda.gelacio@sdcounty.ca.gov |
| | | FISCAL CONTACT FOR RECIPIENT (if different from above): | |
| | | Name: | |
| | | Organization: | |
| | | Address: | |
| | | City/State/Zip: | |
| | | Phone: | |
| | | Email Address: | |

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK
Apiary Protection Program
January 1, 2026, through June 30, 2027

The California Department of Food and Agriculture (CDFA) will enter into Agreements with the County Agricultural Commissioner (CAC) office to reimburse for costs incurred by the CAC in the administration and enforcement of the registration and inspection of any apiary located in the state. The source for reimbursement shall be the funds received from the registration fees. The CAC agrees to perform and provide the following apiary related activities for CDFA's Apiary Protection Program.

Every person that is the owner, broker, or is in possession of an apiary that is located within the state is required to register the number of colonies in each apiary that is owned or possessed by the person and the location of each apiary. In addition to registering the apiary, each beekeeper is required to pay a registration fee for the year, Apiary Fee Schedule (Attachment A). The source for reimbursement is the funds received from the beekeeper and broker registration fees.

Work plans and subsequent agreements will be developed on the estimated revenue and funding distribution limited to actual revenue generated by the program. During this initial year, the CDFA State Apiary Board, with approval by the Secretary, will set reimbursable activities that the CAC will use to conduct apiary registration and inspection activities, including:

A. Apiary Registration Activities

The county is paid \$50 for each beekeeper registered within the county. Monthly, the total registered beekeepers are to be recorded on CDFA's Report 10, as well recorded on the Apiary Protection Program quarterly invoice. These activities may include:

- Record the number of apiaries or colonies registered in BeeWhere (<https://beewhere.calagpermits.org>).
- Assist beekeepers and brokers utilizing the BeeWhere software program to register or pay fees.
- Promote apiary registrations such as sending reminder correspondence to beekeepers and brokers as well as providing outreach to beekeepers and brokers related to apiary registrations.
- Assist, verify, and monitor beekeepers and brokers registrations.

B. Apiary Inspection Activities

- Inspections must be performed by a trained CAC apiary inspector.
- Follow up inspection activities that may stem from incidental observations by CAC staff during regular course of work that warrant an additional inspection, new hive locations noted in BeeWhere, or by receiving a complaint related to apiary registration or apiary health/issues.
- Provide oversight of disposal of contaminated hives, combs, appliances, colonies, and contents.
- Inspect any comb, bees on comb, queen bees, package bees, bee semen, or any used hive or used appliance. This is to include information on:
 - 1) Name and address of the owner or shipper and the place of destination in this

state.

2) Number or amount of queen bees, package bees, bee semen, hives, or nuclei that contain bees.

3) Number of used hives either empty or containing comb, and a complete list of any other used beekeeping equipment in the shipment.

4) The county and state or territory of origin.

5) Date on which inspection was last made of the apiary in which the bees, comb, used hives, and appliances originated.

Note the following activities are not reimbursible under this scope of work:

- Inspections related to individual county ordinance enforcement.
- Routine surveillance work.
- Colony Strength inspections.
- Health Certificates and work associated with the shipment of bees out of state or country.

CDFA Responsibilities

- Provide training and assistance with apiary registration.
- Provide apiary inspection training and inspection assistance.

Monitoring and Evaluation

- Activity progress will be monitored by the completion of deadlines established and reported in the monthly Report 10. Informal reports can be presented as necessary (Attachment B).

Invoicing

- Personnel Costs and Operating Expenses, Invoice Template (Attachment C). Send to Apiary_Protection@cdfa.ca.gov.

Budget

- Budget will be limited to revenue generated by program and budget constraints, Budget Workplan (Attachment D).

Attachment A - Apiary Fee Schedule

California Code of Regulations

§2951. Registration Assessment Fee.

3 CA ADC §2951

Effective: March 20, 2025

Barclays California Code of Regulations Title 3. Food and Agriculture
Division 4. Plant Industry (Refs & Annas)
Chapter 3. Entomology and Plant Quarantine
Subchapter 1. Apiaries
Article 1.1. Bee Colony Assessments

Effective: March 20, 2025

3 CCR §2951

§2951. Registration Assessment Fee.

The apiary registration assessment fee in the schedule below shall be paid on January 1 of each year for each beekeeper, apiary owner, apiary operator or person in possession of any apiary within the previous 12 months of the calendar year. The broker fee shall be assessed as a flat rate annually regardless of the number of colonies managed and is valid through December 31 of each year.

| <i>Number of colonies</i> | <i>Fee</i> |
|---------------------------|------------|
| 1-9 | \$10.00 |
| 10-50 | \$100.00 |
| 51+ colonies | \$250.00 |
| Broker | \$250.00 |

Fee is based on the total number of colonies and not a per colony basis

Credits

NOTE: Authority cited: Sections 407 and 29044, Food and Agricultural Code. Reference: Section 29301, Food and Agricultural Code.

Apiary Inspection Report - Report 10

[\[Create a new report\]](#)

County: **Imperial**

Month:

Year:

Note: Please use the "tab" key or mouse to navigate the form, not the "enter" key.

| | | | | | | | |
|--|--------------------|---------------------------|--------------------|-----------------------|-----------------|--------------|--------------|
| I. BEE LAW ENFORCEMENT / DISEASE CONTROL AND AFB CERTIFICATION | | | | APIARIES | COLONIES | HOURS | MILES |
| A. Registered During Month | | | | | | | |
| B. Inspected During Month | | | | | | | |
| Found With AFB | | | | | | | |
| C. Certified During Month | | | | | | | |
| Found With AFB | | | | | | | |
| D. Disposition of Diseased Colonies: | | | | | | | |
| | | | | | | | |
| II. COUNTY ORDINANCE ENFORCEMENT | | | | APIARIES | COLONIES | HOURS | MILES |
| A. Complaints During Month | | | | | | | |
| B. Disposition of Apiaries in Violation: | | | | | | | |
| | | | | | | | |
| III. LEGAL ACTION | | | | | | | |
| HEARINGS (# OF HOURS) | | # OF COURT ACTIONS | | APIARY SUPPORT | | HOURS | MILES |
| OFFICE | DIST. ATTY. | CITATIONS | CONVICTIONS | | | | |
| 0 | 0 | 0 | 0 | | | | |
| TOTAL HOURS / MILES BEE LAW ENFORCEMENT / DISEASE CONTROL | | | | | | 30.5 | 24 |
| IV. COLONY STRENGTH AND MITE ACTIVITIES | | | | APIARIES | COLONIES | HOURS | MILES |
| A. Certified for Colony Strength | | | | | | | |
| B. Sampled for Mites | | | | | | | |
| C. Certified Mite Free | | | | | | | |
| TOTAL HOURS / MILES OTHER CERTIFICATION | | | | | | | |
| REMARKS: (Notes on conditions of bees, honey plants, colony losses, prosecutions, and certification details) | | | | | | | |
| | | | | | | | |

NOTE: REPORT ANNUAL COST UNDER ITEM 12, ANNUAL FINANCIAL STATEMENT.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: Apiary_Protection@cdfa.ca.gov

| | |
|---|--|
| STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE INTEGRATED PEST CONTROL BRANCH 1220 N STREET Rm 214 SACRAMENTO, CA 95814 |  |
|---|--|

REMIT PAYMENT TO: (County Information)

| |
|--|
| |
|--|

Section I: County Information

| | |
|-------------------|--|
| Agreement Name: | |
| Agreement Number: | |
| Agreement Amount: | |

| | |
|-----------------------|--|
| Date: | |
| County: | |
| Amount Billed to Date | |
| Invoice # | |
| Billing Period: | From: _____ To: _____ <small>(Example: From Jan 1, 20XX To June 30, 20XX)</small> |

| <i>For State Use Only</i> | |
|---------------------------|--|
| Date Approved: | |
| Approved by: | |
| Account Code: | |
| Agreement No.: | |
| Program Code: | |
| Fiscal Year: | |
| Amount: | |

(Rev. 10/2025)

Section II: Personnel Costs

PERSONNEL COSTS

| | Employee Name | Classification Title | Hours | Hourly Rate | Hourly Benefit | Total Hourly Rate | Indirect Cost (Max 25%) | Total Costs |
|----------------------------|---------------|----------------------|-------|-------------|----------------|-------------------|-------------------------|-------------|
| 1 | | | | | | \$0.00 | 25% | 0.00 |
| 2 | | | | | | \$0.00 | 25% | 0.00 |
| 3 | | | | | | \$0.00 | 25% | 0.00 |
| 4 | | | | | | \$0.00 | 25% | 0.00 |
| 5 | | | | | | \$0.00 | 25% | 0.00 |
| Personnel Sub Total | | | | | | | | 0.00 |

Section III: Flat Rate for Registration

| | | | | | |
|---------------------|-------------------------|---|------|-----------------|-----|
| Apiaries Registered | Per Registration Amount | 0 | \$50 | Subtotal | \$0 |
|---------------------|-------------------------|---|------|-----------------|-----|

* Hourly Rate must include Hourly Rate and Hourly Benefit.

** Overhead percent is eligible, may fluctuate per county and must not exceed 25%

| | |
|------------------------------|---------------|
| TOTAL AMOUNT INVOICED | \$0.00 |
|------------------------------|---------------|

COMMENTS:

Apiary Protection Program
January 1, 2026 - June 30, 2027

Revised: October 2025

SECTION I: COUNTY INFORMATION

| |
|-------------------|
| Name of County: |
| Contract Manager: |
| Address: |
| Phone: |
| Email: |

Note: Workplan budget will be limited to revenue generated by program and budget constraints.

SECTION II: PERSONNEL COSTS - Please identify classification and hours worked.

| Year | 2026/2027 | | | | | |
|--------------------|------------------|--|----------------|---|----------------|--|
| Personnel Title | Inspection Hours | Hourly Wage | Hourly Benefit | Total Hourly Rate | Cost per Title | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Classification | | | | \$0.00 | \$0.00 | |
| Total Hours | 0 | Total Apiary Reimbursable Personnel Activities Cost | | | \$0.00 | |
| | | | | Overhead Rate of Personnel Activities: | | |
| | | | | 25% | \$0.00 | |
| | | | | Total Cost | \$0.00 | |
| | | | | Annual Apiary Registered (\$50 per registry) | \$0.00 | |
| | | | | Total Program Cost | \$0.00 | |

Apiary Protection Program
January 1, 2026 - June 30, 2027

Revised: October 2025

SECTION I: COUNTY INFORMATION

Name of County: San Diego
 Contract Manager: Tyler Tkachuk
 Address: 151 E. Carmel St. San Marcos CA 92078
 Phone: 858-692-9961
 Email: tyler.tkachuk@sdcounty.ca.gov

Note: Workplan budget will be limited to revenue generated by program and budget constraints.

SECTION II: PERSONNEL COSTS - Please identify classification and hours worked.

| Year | 2026/2027 | | | | |
|--|------------------|--|----------------|-------------------|--------------------|
| Personnel Title | Inspection Hours | Hourly Wage | Hourly Benefit | Total Hourly Rate | Cost per Title |
| Insect Detection Specialist II | 3 | \$35.97 | \$28.73 | \$64.70 | \$194.10 |
| Senior Agricultural/Standards Inspector (Apiary Inspector) | 2 | \$53.09 | \$36.62 | \$89.71 | \$179.42 |
| Agricultural Scientist | 2 | \$67.72 | \$42.82 | \$110.54 | \$221.08 |
| Senior Office Assistant | 3 | \$32.54 | \$31.80 | \$64.34 | \$193.02 |
| Total Hours | 10 | Total Apiary Reimbursable Personnel Activities Cost | | | \$787.62 |
| Overhead Rate of Personnel Activities: 25% | | | | | \$196.91 |
| Total Cost | | | | | \$984.53 |
| Annual Apiary Registered (\$50 per registry) | | | | 589 | \$29,450.00 |
| Total Program Cost | | | | | \$30,434.53 |



COSD CLERK OF THE BOARD
2025 FEB 2 AM 8:52

ELIZABETH A. HERNANDEZ, Ph.D.
INTERIM DEPUTY CHIEF
ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, ROOM 206, SAN DIEGO, CALIFORNIA 92101-2417
(619) 515-6555

JENNIFER BRANSFORD-KOONS
CHIEF OPERATIONS OFFICER

January 21, 2026

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Elizabeth Hernandez, Ph.D., Interim Deputy Chief Administrative Officer
Health and Human Services Agency

REQUEST FOR EXECUTION OF COMMUNITY SERVICES BLOCK GRANT (CSBG) REVENUE AGREEMENT

On May 6, 2025 (6), the San Diego County Board of Supervisors (Board) approved the County of San Diego Health and Human Services Agency (HHSA) to accept CSBG funding for calendar years 2026 and 2027. The Board also authorized the Clerk of the Board, upon receipt, to execute all required grant documents including any annual extensions, amendments, or revisions.

Attached is CSBG Contract 26F-5036 in the amount of \$3,549,776.00. This contract has a period of performance from January 1, 2026, through April 30, 2027. Also, attached is the May 6, 2025 (6) Minute Order authorizing acceptance of the CSBG revenue agreement. This program operates on a full cost recovery basis.

The State of California Department of Community Services Development (CSD) will execute this agreement via electronic signatures; CSD will send the revenue agreement via DocuSign for the Clerk of the Board to provide an electronic signature. An electronic copy of the final executed agreement will be shared with the Clerk of the Board's office for records.

If you have any questions on this matter, please call Carey Riccitelli at (619) 515-6574 or email Carey.Riccitelli@sdcounty.ca.gov.

Sincerely,

ELIZABETH HERNANDEZ, Ph.D.
Interim Deputy Chief Administrative Officer
Health and Human Services Agency

EH/cr

c: Carey Riccitelli, Director, Department of Strategy and Community Engagement

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 06, 2025**

MINUTE ORDER NO. 6

SUBJECT: AUTHORIZE ACTIONS RELATED TO THE 2026-2027 COMMUNITY ACTION PLAN AND APPROVE REVISED BY-LAWS (DISTRICTS: ALL)

OVERVIEW

As the region's designated Community Action Agency, the County of San Diego (County) is eligible to receive an annual allocation of federal Community Services Block Grant (CSBG) revenue. CSBG funds local programs that increase economic security for individuals and families, as well as supports civic engagement in low-income communities across all of San Diego County, particularly around addressing barriers to economic inclusion. CSBG revenue is available to California Community Action Agencies each year through a revenue agreement with the California Department of Community Services and Development (CSD), pending the submission of a two-year Community Action Plan. On June 13, 2023 (5), the San Diego County Board of Supervisors (Board) authorized the Clerk of the Board to execute the CSBG revenue agreements for calendar years 2024 and 2025, and any amendments in alignment with the Plan for those same years.

Today's proposed action requests the Board to authorize submission of the 2026-2027 Community Action Plan (Plan) to CSD and accept approximately \$3,550,000 annually in CSBG funding for the periods of January 1, 2026, through December 31, 2026, and January 1, 2027, through December 31, 2027. Today's proposed action also requests Board authorization to execute CSBG revenue agreements and any amendments, and to pursue additional funding opportunities to address barriers to economic inclusion and promote civic engagement in the region's low-income communities. Lastly, today's proposed action requests the Board to approve updates to the Community Action Board By-laws.

The programs outlined in the 2026-2027 Plan support the County vision of a just, sustainable, and resilient future for all, specifically for 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. Allowing the continuation of CSBG-funded programs helps to improve lives by strengthening economic inclusion and civic engagement in low-income communities throughout the region.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Authorize submission of the calendar years 2026 and 2027 Community Action Plan and acceptance of approximately \$3,550,000 annually of Community Services Block Grant funding from the California Department of Community Services and Development, for the periods of January 1, 2026, through December 31, 2026, and January 1, 2027, through December 31, 2027.
2. Authorize the Clerk of the Board, upon receipt, to execute all required revenue agreement documents, including any annual extensions, amendments, and/or revisions thereto that do not materially impact or alter the services or funding level.

3. Authorize the Deputy Chief Administrative Officer, Health and Human Services Agency, to apply for future funding, including grants, supplemental funding and other funding opportunities for programs or projects that address barriers to economic inclusion and promote civic engagement in the region's low-income communities.
4. Approve the revised By-laws for the Community Action Board that incorporates clarifying language for a clear democratic selection process for the representatives of the low-income sector and incorporates Assembly Bill 2449 limited teleconferencing scenarios.

EQUITY IMPACT STATEMENT

The County of San Diego (County) Health and Human Services Agency, Department of Strategy and Community Engagement (DSCE) strives to enhance community engagement and collaboration and devote efforts to meet the needs of underserved communities. The County Community Action Partnership (CAP), within DSCE, is the locally designated Community Action Agency for San Diego County, and addresses identified issues of poverty through Community Services Block Grant (CSBG) funding. CSBG-funded programs advance equity and opportunity for economically disadvantaged communities through the DSCE mission of creating innovative and strategic solutions with our partners for collective impact in creating healthy, safe, and thriving communities.

To utilize CSBG funding, CAP is required to gather community input through a Community Needs Assessment every two years, which utilizes data and information collected to be incorporated into program design and service delivery, to reflect the needs and priorities of the community. Strategies for expanding input during this process include utilizing existing meetings consisting of stakeholders from various sectors, such as the Resident Leadership Academy Council and Regional Community Leadership Team Meetings, leveraging a text messaging campaign supported through County Self-Sufficiency Services for CalFresh recipients, and a series of needs assessment presentations to gather feedback. CSBG funding advances equitable opportunities as information collected through the Community Needs Assessment is made available to community stakeholders for their own use in developing and enhancing programs and services addressing similar needs.

SUSTAINABILITY IMPACT STATEMENT

Today's proposed action supports the County Sustainability Goal #1 of engaging the community, Sustainability Goal # 2 of providing just and equitable access, and Sustainability Goal #4 to protect the health and well-being of everyone in the region. This will be accomplished by engaging the public and providing residents with opportunities for self-sufficiency through the Community Action Board meetings, which facilitate discussion regarding program development and oversight of the biennial Community Needs Assessment. These programs serve to remove barriers from low-income families seeking crisis stabilization services, provides opportunities for equitable access to health resources, and reduces the demand on other County and community services.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year (FY) 2025-26 CAO Recommended Operational Plan for the Health and Human Services Agency. If approved, this request will result in costs and revenue of approximately \$1,775,000 in FY 2025-26, costs and revenue of approximately \$3,550,000 in FY 2026-27 and cost and revenue of \$1,775,000 in FY 2027-28. The funding source is the Community Services Block Grant from the California Department of Community Services and Development. Funds for subsequent years will be included in future Operational Plans. 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 Montgomery Steppe, seconded by Supervisor Desmond, 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



JASON WIMBLEY Director
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
(916) 576-7109
www.csd.ca.gov

Dear Executive Director:

The Department of Community Services and Development (CSD) is pleased to announce the release of the 2026 Community Services Block Grant (CSBG) contract. CSBG is currently operating under a Continuing Resolution (CR) that maintains funding at federal fiscal year 2025 levels through January 30, 2026. The CR permits, and California state law requires, the continued use of the eligibility income limit of 200 percent of the Federal Poverty Level.

Attached are the 2026 CSBG contract and the planning allocations based upon the 2025 CSBG allocations. The planning allocation spreadsheet includes the amount (25% of the planning allocation) available for advances to agencies that receive advances. When completing your CSBG fiscal data budget forms, please use the total allocation amount identified for your agency on the spreadsheet labeled "Total 2026 Contract."

By the end of the first week of January, agencies will receive their authorization letters which will be accompanied by an allocation sheet indicating the amount of funds agencies are currently authorized to spend after they have executed their contracts.

The contract packet, including all required documents, must be completed and returned to CSD within 30 calendar days of the date of this contract release for private agencies and within 45 calendar days for public agencies. Please refer to Article 2.1, Required Documents, for all program-specific requirements. To facilitate review, a contract checklist listing all required documents that must be returned with the signed contract is included in this contract packet.

CSD will release a pre-recorded CSBG contract webinar to provide guidance on the contract execution process, revised or added contract elements, and information on completing the required forms. The webinar link will be distributed via email and posted to the [Local Agencies Portal](#). A live 2026 CSBG contract question-and-answer session will be scheduled to allow for any questions related to the contract. Additionally, CSD will post a redlined version of the contract changes on the Local Agencies Portal. In the interim, please direct any questions related to contract submission, program requirements, or the contract webinar to your assigned Field Representative.

CSD looks forward to continuing our partnership effectively administering programs that improve the economic security of vulnerable individuals and families, and ultimately the lives of all Californians.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Director

Attachments

2026 Community Services Block Grant (CSBG) Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections or if you have not yet completed the **DocuSign® Contact Update Form, (CSD 489)** with the California Department of Community Services and Development (CSD). To access the DocuSign form, click on the following link: [Local Agencies Portal \(LAP\)](#)

Contract Packet:

The completed contract packet (list of documents/forms below) must be returned to CSD to execute the contract. Please use the checkboxes below to indicate the completed documents/forms are included:

- Submitted contract via DocuSign, which includes the signed Contract Face Sheet (STD 213)** with the name and title of the individual authorized to sign the Agreement.
- Federal Funding Accountability and Transparency Act (FFATA) Form**
- Signed Lobbying Form**
- Current insurance documents or Self-Insurance Authority Certification** if not already on file with CSD. New evidence of insurance (ACORD 25) is required if current insurance expires during the contract term, or if the amount of insurance needs to be increased.
- Board resolution.** (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Please submit your completed contract packet within **30 days (45 days for public agencies)** from the release of the contract via DocuSign.

Contract Deliverables:

The following contract deliverables (as applicable) must be completed and returned to your Field Representative within 30 calendar days for private non-profit agencies and 45 calendar days for public agencies from the date of this contract release. Please use the checkboxes below to indicate the completed documents/forms are included:

- 425 Budget Series Forms**, ensuring all numbers match the Allocation Spreadsheet posted to the Local Agencies Portal at: [Local Agencies Portal \(LAP\)](#)
 - **CSD 425.S CSBG Contract Budget Summary**
 - **CSD 425.1.1 CSBG Budget Support Personnel Costs**
 - **CSD 425.1.2 CSBG Budget Support Non-Personnel Costs**

2026 Community Services Block Grant (CSBG) Contract Checklist

- **CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds**
- **CSD 425.1.4 CSBG Contract Budget Narrative**

- CSBG Annual Work Plan (CSD 641)**
- Submit CSBG Annual Work Plan target** projections for Modules 3 and 4 using CSD 641A and 641B (worksheets) available on the Local Agencies Portal.
- CSD 188 Agency Staff and Board Roster Form**
- Board Meeting Schedule**
- CSD Public Website Update Form 168**
- Updated Organizational Bylaws.** (Not applicable if no changes have occurred in the past calendar year)
- Joint Powers Agreement** (If applicable)

Please return your completed **contract deliverables** (as applicable) via email to your assigned Field Operations Representative.

All forms are located on the **Forms** page under the **CSBG tab** of the CSD's Local Agencies Portal at: [Local Agencies Portal \(LAP\)](#)

Please Note: Per Article 5.2, Advance Payments – Amount, Subsection 5.2.1, Contractor will not be issued an advance or reimbursed for any costs incurred until CSD approves all contract deliverables.



NATIVE AMERICAN INDIANS

| Agency | Public/Private (Account) | Contract Number | Initial Contract (9/10/25) | Total 2026 Contract | NAI 25% Advance (Automatic) |
|---|--------------------------|------------------------------------|----------------------------|---------------------|-----------------------------|
| Karuk Tribe (NAI-LPA) (Core Funding) | 5432000 | 26F-5101 | 42,000 | 42,000 | 0 |
| Karuk Tribe (NAI-LPA) | 5432000 | 26F-5102 | 105,840 | 105,840 | 0 |
| NCIDC, Inc. (NAI-LPA) (Core Funding) | 5432500 | 26F-5103 | 122,000 | 122,000 | 30,500 |
| NCIDC, Inc./LIFE (NAI-LPA) (Core Funding) | | <i>(Included with NCIDC below)</i> | | | |
| NCIDC, Inc. (NAI-LPA) | 5432500 | 26F-5104 | 1,949,823 | 1,949,823 | 487,455 |
| Los Angeles County Department of Arts and Culture | 5432000 | 26F-5105 | 447,118 | 447,118 | 0 |
| TOTAL | | | 2,666,781 | 2,666,781 | 517,955 |

MIGRANT & SEASONAL FARMWORKERS

| Agency | Public/Private (Account) | Contract Number | Initial Contract (9/10/25) | Total 2026 Contract | MSFW 25% Advance (Automatic) |
|--|--------------------------|-----------------|----------------------------|---------------------|------------------------------|
| California Human Development Corporation | 5432500 | 26F-5201 | 1,572,717 | 1,572,717 | 393,179 |
| Proteus, Inc. | 5432500 | 26F-5202 | 2,530,024 | 2,530,024 | 632,506 |
| Central Valley Opportunity Center, Inc. | 5432500 | 26F-5203 | 615,411 | 615,411 | 153,852 |
| Center for Employment Training | 5432500 | 26F-5204 | 2,119,749 | 2,119,749 | 529,937 |
| TOTAL | | | 6,837,901 | 6,837,901 | 1,709,474 |

**LIMITED PURPOSE AGENCIES
(DISCRETIONARY FUNDS)**

| Agency | Public/Private (Account) | Contract Number | Initial Contract (9/10/25) | Total 2026 Contract | DISC-LPA 25% Advance (Automatic) |
|--|--------------------------|-----------------|----------------------------|---------------------|----------------------------------|
| Community Design Center | 5432500 | 26F-5301 | 177,138 | 177,138 | 44,284 |
| Del Norte Senior Center, Inc. | 5432500 | 26F-5302 | 143,476 | 143,476 | 35,869 |
| Rural Community Assistance Corporation | 5432500 | 26F-5303 | 191,929 | 191,929 | 0 |
| TOTAL | | | 512,543 | 512,543 | 80,153 |

**State of California
Department of Community Services and Development
2026 CSBG Allocation
CAAs**

Attachment A

| County | Agency | Public/Private (Account) | Contract Number | Initial Contract (9/10/25) | Total 2026 Contract | CAA 25% Advance (Automatic) |
|----------------------|---|--------------------------|-----------------|----------------------------|---------------------|-----------------------------|
| Alameda | Berkeley Community Action Agency | 5432000 | 26F-5001 | 299,495 | 299,495 | 74,873 |
| Alameda | City of Oakland, Human Services Department | 5432000 | 26F-5002 | 1,319,745 | 1,319,745 | 329,936 |
| Alpine | Inyo Mono Advocates for Community Action, Inc. | 5432500 | 26F-5003 | 1,359 | 1,359 | 0 |
| Amador/Tuolumne | Amador-Tuolumne Community Action Agency | 5432000 | 26F-5004 | 279,197 | 279,197 | 69,799 |
| Butte | Community Action Agency of Butte County, Inc. | 5432500 | 26F-5005 | 397,263 | 397,263 | 99,315 |
| Calaveras/Mariposa | Calaveras-Mariposa Community Action Agency | 5432000 | 26F-5006 | 299,493 | 299,493 | 74,873 |
| Colusa | SEE GLENN COUNTY | | | | | |
| Contra Costa | Contra Costa Employment & Human Services Dept/CSB | 5432000 | 26F-5007 | 945,470 | 945,470 | 236,367 |
| Del Norte | Del Norte Senior Center, Inc. | 5432500 | 26F-5008 | 41,710 | 41,710 | 10,427 |
| El Dorado | El Dorado County Health and Human Services Agency | 5432000 | 26F-5009 | 330,268 | 330,268 | 0 |
| Fresno | Fresno County Economic Opportunities Commission | 5432500 | 26F-5010 | 2,039,380 | 2,039,380 | 509,845 |
| Glenn/Colusa/Trinity | Glenn County Community Action Department | 5432000 | 26F-5011 | 278,470 | 278,470 | 69,617 |
| Humboldt | Redwood Community Action Agency | 5432500 | 26F-5012 | 326,696 | 326,696 | 81,674 |
| Imperial | Campesinos Unidos, Inc. | 5432500 | 26F-5013 | 390,491 | 390,491 | 97,622 |
| Inyo/Mono | Inyo Mono Advocates for Community Action, Inc. | 5432500 | 26F-5014 | 274,082 | 274,082 | 68,520 |
| Kern | Community Action Partnership of Kern | 5432500 | 26F-5015 | 1,791,327 | 1,791,327 | 447,831 |
| Kings | Kings Community Action Organization, Inc. | 5432500 | 26F-5016 | 285,893 | 285,893 | 0 |
| Lake/Mendocino | North Coast Opportunities, Inc. | 5432500 | 26F-5017 | 570,511 | 570,511 | 142,627 |
| Lassen/Plumas/Sierra | Plumas County Community Development Commission | 5432000 | 26F-5018 | 270,471 | 270,471 | 67,617 |
| Los Angeles | Foothill Unity Center, Inc. | 5432500 | 26F-5019 | 353,127 | 353,127 | 88,281 |
| Los Angeles | Long Beach Community Action Partnership | 5432500 | 26F-5020 | 713,790 | 713,790 | 178,447 |
| Los Angeles | County of Los Angeles Dept. of Public Social Services | 5432000 | 26F-5021 | 6,270,685 | 6,270,685 | 0 |
| Los Angeles | City of Los Angeles Community Investment for Families Dept. | 5432000 | 26F-5022 | 6,487,190 | 6,487,190 | 1,621,797 |
| Madera | Community Action Partnership of Madera County, Inc. | 5432500 | 26F-5023 | 318,202 | 318,202 | 79,550 |
| Marin | Community Action Marin | 5432500 | 26F-5024 | 299,424 | 299,424 | 74,856 |
| Mariposa | SEE CALAVERAS COUNTY | | | | | |
| Mendocino | SEE LAKE COUNTY | | | | | |
| Merced | Merced County Community Action Agency | 5432500 | 26F-5025 | 504,574 | 504,574 | 126,143 |
| Modoc/Siskiyou | Modoc-Siskiyou Community Action Agency | 5432000 | 26F-5026 | 278,454 | 278,454 | 69,613 |
| Mono | SEE INYO COUNTY | | | | | |
| Monterey | Monterey County Community Action Partnership | 5432000 | 26F-5027 | 499,164 | 499,164 | 124,791 |
| Napa | Community Action Napa Valley | 5432500 | 26F-5028 | 279,766 | 279,766 | 69,941 |
| Nevada | Nevada County Dept. of Housing & Community Services | 5432000 | 26F-5029 | 298,666 | 298,666 | 0 |
| Orange | Community Action Partnership of Orange County | 5432500 | 26F-5030 | 3,197,415 | 3,197,415 | 799,353 |

**State of California
Department of Community Services and Development
2026 CSBG Allocation
CAAs**

Attachment A

| County | Agency | Public/Private (Account) | Contract Number | Initial Contract (9/10/25) | Total 2026 Contract | CAA 25% Advance (Automatic) |
|---------------------|--|--------------------------|-----------------|----------------------------|---------------------|-----------------------------|
| Placer | Project GO, Inc. | 5432500 | 26F-5031 | 422,347 | 422,347 | 105,586 |
| Plumas | SEE LASSEN COUNTY | | | | | |
| Riverside | Community Action Partnership of Riverside County | 5432000 | 26F-5032 | 3,065,608 | 3,065,608 | 766,402 |
| Sacramento | Sacramento Employment and Training Agency | 5432000 | 26F-5033 | 2,130,858 | 2,130,858 | 532,714 |
| San Benito | San Benito County H&HSA, CS & WD | 5432000 | 26F-5034 | 281,647 | 281,647 | 0 |
| San Bernardino | Community Action Partnership of San Bernardino County | 5432500 | 26F-5035 | 3,193,994 | 3,193,994 | 798,498 |
| San Diego | County of San Diego, H&HSA, CAP | 5432000 | 26F-5036 | 3,549,776 | 3,549,776 | 887,444 |
| San Francisco | Urban Services YMCA | | 26F-5037 | 871,723 | 871,723 | 217,930 |
| San Joaquin | San Joaquin County Dept. of Aging & Community Services | 5432000 | 26F-5038 | 1,009,268 | 1,009,268 | 0 |
| San Luis Obispo | CAP of San Luis Obispo County, Inc. | 5432500 | 26F-5039 | 295,452 | 295,452 | 0 |
| San Mateo | San Mateo County Human Services Agency | 5432000 | 26F-5040 | 473,796 | 473,796 | 0 |
| Santa Barbara | Community Action Commission of Santa Barbara County | 5432500 | 26F-5041 | 546,140 | 546,140 | 136,535 |
| Santa Clara | Sacred Heart Community Service | 5432500 | 26F-5042 | 1,365,590 | 1,365,590 | 341,397 |
| Santa Cruz | Community Action Board of Santa Cruz County, Inc. | 5432500 | 26F-5043 | 312,283 | 312,283 | 78,070 |
| Shasta | County of Shasta, A Political Subdivision of the State of CA | 5432000 | 26F-5044 | 301,019 | 301,019 | 0 |
| Sierra | SEE LASSEN COUNTY | | | | | |
| Siskiyou | SEE MODOC COUNTY | | | | | |
| Solano | Community Action Partnership of Solano, JPA | 5432000 | 26F-5045 | 399,530 | 399,530 | 99,882 |
| Sonoma | Community Action Partnership of Sonoma County | 5432500 | 26F-5046 | 435,371 | 435,371 | 108,842 |
| Stanislaus | Central Valley Opportunity Center, Inc. | 5432500 | 26F-5047 | 732,490 | 732,490 | 183,122 |
| Sutter | Sutter County Community Action Agency | 5432500 | 26F-5048 | 282,675 | 282,675 | 70,668 |
| Tehama | Tehama County Community Action Agency | 5432000 | 26F-5049 | 302,929 | 302,929 | 75,732 |
| Trinity | SEE GLENN COUNTY | | | | | |
| Tulare | Community Services & Employment Training, Inc. | 5432500 | 26F-5050 | 1,005,645 | 1,005,645 | 251,411 |
| Tuolumne | SEE AMADOR COUNTY | | | | | |
| Ventura | Community Action of Ventura County, Inc. | 5432500 | 26F-5051 | 748,553 | 748,553 | 187,138 |
| Yolo | County of Yolo Health and Human Services Agency | 5432000 | 26F-5052 | 398,789 | 398,789 | 99,697 |
| Yuba | Yuba County Community Services Commission | 5432000 | 26F-5053 | 269,162 | 269,162 | 67,290 |
| TOTAL, all counties | | | | <u>52,036,423</u> | <u>52,036,423</u> | <u>10,622,073</u> |

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------|--|
| AGREEMENT NUMBER 26F-5036 | PURCHASING AUTHORITY NUMBER (If Applicable) DCSD-4700 |
|------------------------------|--|

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

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
County of San Diego, Health & Human Services Agency, Community Action Partnership

2. The term of this Agreement is:

START DATE
1/1/2026

THROUGH END DATE
4/30/2027

3. The maximum amount of this Agreement is:
\$3,549,776.00

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

- Article 1 - Scope of Work
- Article 2 - Contract, Administration, Procedure
- Article 3 - Agreement Changes
- Article 4 - Administrative Policies and Procedures
- Article 5 - Program Budget Requirements and Payments
- Article 6 - Financial Reporting
- Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting
- Article 8 - Compliance Policies and Procedures
- Article 9 - Federal and State Policies and Provisions

- Definitions
- Table of Forms and Attachments

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 5/6/25 Minute Order No. 6
By: Jawal Date: 2/3/26
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Anjana Pottathil
SENIOR DEPUTY COUNTY COUNSEL

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of San Diego, Health & Human Services Agency, Community Action Partnership

CONTRACTOR BUSINESS ADDRESS
1255 Imperial Avenue, Suite 720

| | | |
|--------------------|-------------|--------------|
| CITY San Diego, | STATE CA | ZIP 92101 |
|--------------------|-------------|--------------|

PRINTED NAME OF PERSON SIGNING
Andrew Potter

| |
|--|
| TITLE Clerk of the Board of Supervisors |
|--|

CONTRACTOR AUTHORIZED SIGNATURE


| |
|-----------------------|
| DATE SIGNED 2/4/26 |
|-----------------------|

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------|--|
| AGREEMENT NUMBER 26F-5036 | PURCHASING AUTHORITY NUMBER (if Applicable) DCSD-4700 |
|------------------------------|--|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------|--|
| AGREEMENT NUMBER 26F-5036 | PURCHASING AUTHORITY NUMBER (if Applicable) DCSD-4700 |
|------------------------------|--|

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

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
County of San Diego, Health & Human Services Agency, Community Action Partnership

2. The term of this Agreement is:

START DATE
1/1/2026

THROUGH END DATE
4/30/2027

3. The maximum amount of this Agreement is:

\$3,549,776.00

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

Preamble

- Article 1 - Scope of Work
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- Article 5 - Program Budget Requirements and Payments
- Article 6 - Financial Reporting
- Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting
- Article 8 - Compliance Policies and Procedures
- Article 9 - Federal and State Policies and Provisions

Definitions

Table of Forms and Attachments

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

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

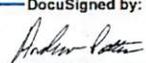
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of San Diego, Health & Human Services Agency, Community Action Partnership

| | | | |
|---|---------------------------|--------------------|---------------------|
| CONTRACTOR BUSINESS ADDRESS 1255 Imperial Avenue, Suite 720 | CITY San Diego, | STATE CA | ZIP 92101 |
|---|---------------------------|--------------------|---------------------|

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

| | |
|---|--------------------------------|
| CONTRACTOR AUTHORIZED SIGNATURE DocuSigned by:  | DATE SIGNED 2/4/2026 |
|---|--------------------------------|

BF48F860A5DF4C0...

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|-------------------------------------|---|
| AGREEMENT NUMBER 26F-5036 | PURCHASING AUTHORITY NUMBER (if Applicable) DCSD-4700 |
|-------------------------------------|---|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Community Services and Development

| | | | |
|---|---------------------------|--------------------|---------------------|
| CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100 | CITY Sacramento | STATE CA | ZIP 95833 |
|---|---------------------------|--------------------|---------------------|

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

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

| | |
|---|--|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (if Applicable) I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval. |
|---|--|

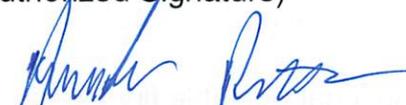
Contractor Certification Clause

CCC 1005

CERTIFICATION

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

| | |
|--|-------------------|
| Contractor/Bidder Firm Name (Printed) County of San Diego | Federal ID Number |
|--|-------------------|

By (Authorized Signature)


Printed Name and Title of Person Signing

Andrew Potter, Clerk of the Board of Supervisors

| | |
|-----------------------------|--|
| Date Executed 2/9/26 | Executed in the County of San Diego |
|-----------------------------|--|

Approved and/or authorized by the
 Board of Supervisors of the County of San Diego.
 Meeting Date: 5/16/25 Minute Order No. 6
 By:  Date: 2/13/26
 Deputy Clerk of the Board Supervisors

CONTRACTOR CERTIFICATION CLAUSES

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *Anjana Pottathil*

SENIOR DEPUTY COUNTY COUNSEL

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

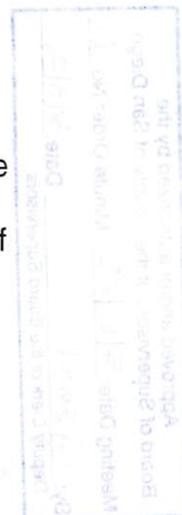
Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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



Contractor Certification Clause

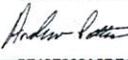
CCC 1005

CERTIFICATION

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

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
| County of San Diego | 93.569 |

By (Authorized Signature)

DocuSigned by:


Printed Name and Title of Person Signing

Andrew Potter

Clerk of the Board of Supervisors

| | |
|---------------|---------------------------|
| Date Executed | Executed in the County of |
| 2/4/2026 | County of San Diego |

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

DOMESTIC PARTNERS:

For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

- a) Current State Employees (PCC 10410):
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Department of Community Services and Development
 CSD 279 (Rev. 4/2022)

**Community Services and Development
 Federal Funding Accountability and Transparency Act Report Form**

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: csbg.div@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

| | | |
|--|--|---|
| Agency Name | | |
| Program Type (Check One) | <input checked="" type="checkbox"/> CSBG <input type="checkbox"/> LIHEAP <input type="checkbox"/> DOE WAP <input type="checkbox"/> OTHER _____ | |
| Contract Number | 26F-5036 | |
| Performance Period(s) (mm/dd/yy - mm/dd/yy) | 01/01/2026 to 04/30/2027 | |
| Agency Unique Entity ID (SAM.gov) NEW | CZTNNM6XJVJ13 | |
| Agency Primary Contact Information (<i>person responsible for completing this form</i>) | Name: | Herminia Ramirez Garcilazo |
| | Title: | Chief, Departmental Operations |
| | E-Mail: | Herminia.RamirezGarcilazo@sdcounty.ca.gov |
| | Phone: | 619-510-1726 |
| Location of Agency | Mailing Address: | 1255 Imperial Avenue, Suite 720 |
| | State: | San Diego, CA |
| | Zip + 4 Digits (+4 digit is required) | 92101-7402 |
| | U.S. Congressional District: | 51st, 52nd and 53rd |
| | State Assembly District: | 78th |
| | State Senate District: | 39th |

Department of Community Services and Development
 CSD 279 (Rev. 4/2022)

| | | |
|---|--|-------------------------|
| Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i> | Mailing Address: | |
| | State: | |
| | Zip + 4 Digits <i>(+4 digit is required)</i> | |
| | U.S. Congressional District: | |
| | State Assembly District: | |
| | State Senate District: | |
| Agency (Sub-Awardee) Executive Compensation Reporting | Is more than 80% of your agency's annual gross revenue from the Federal government? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.) | |
| | Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.) | |
| | Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | |
| | (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | |
| Five Highest Compensated Executives/Employees | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | will be signed via Docu |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |

Department of Community Services and Development
 CSD 279 (Rev. 4/2022)

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption criteria. <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf>

Additional Resources

| Unique Entity ID (UEI Number) | |
|---|--|
| <p>On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.</p> | <p>https://sam.gov/content/home https://gsa.gov/entityid</p> |
| Zip Code + 4 Digit Zip | |
| <p>Use the United States Postal Service website to identify your +4 digit zip</p> | <p>https://tools.usps.com/go/ZipLookupAction!input.action</p> |
| Congressional District | |
| <p>Use the following sites to identify your congressional district</p> | |
| <p>U.S. Congressional District</p> | <p>http://www.house.gov/representatives/find/</p> |
| <p>State Assembly and Senate District</p> | <p>http://findyourrep.legislature.ca.gov/</p> |
| Reporting Requirement Regulations | |
| <p>The Federal Funding Accountability and Transparency Act of 2006</p> | <p>http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm</p> |
| <p>FFATA Subaward Reporting System (FSRS) website</p> | <p>https://www.fsrs.gov/</p> |

Department of Community Services and Development
 CSD 279 (Rev. 4/2022)

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| Zip Code + 4 Digit Zip | |
| Use the United States Postal Service website to identify your +4 digit zip | https://tools.usps.com/go/ZipLookupAction!input.action |
| Congressional District | |
| Use the following sites to identify your congressional district | |
| U.S. Congressional District | http://www.house.gov/representatives/find/ |
| State Assembly and Senate District | http://findyourrep.legislature.ca.gov/ |
| Reporting Requirement Regulations | |
| The Federal Funding Accountability and Transparency Act of 2006 | http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm |
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CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: 2026 Community Services Block Grant (CSBG)
PERIOD: January 1, 2026 through April 30, 2027

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S. Code. 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.

Clerk of the Board of Supervisors

Title

County of San Diego

Agency/Organization

DocuSigned by:

Signature

2/4/2026

Date

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 5/6/25 Minute Order No. 6
By: gwal Date: 2/3/26
Deputy Clerk of the Board Supervisors



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Clerk of the Board of Supervisors

Title

County of San Diego

Agency/Organization

will be signed via DocuSign

Signature

Date

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *Anjana Pottathil*

SENIOR DEPUTY COUNTY COUNSEL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SUBVENTION AGREEMENT

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PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2026 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on the face sheet of this Agreement, Form STD 213 (“Contractor”), and shall be enforceable upon execution.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Sections 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Sections 12725 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire performance period of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes. The CSBG Assistance Listing number is 93.569. The award is 100 percent funded through the United States Department of Health and Human Services (HHS).

1.2 Agreement Term

- 1.2.1 The term of this Agreement shall be as specified on the Agreement face sheet (STD 213) and is divided into two distinct sections: a Period of Performance and an Extension Period.
- 1.2.2 *Period of Performance.* The Period of Performance of this Agreement shall be from January 1, 2026, through December 31, 2026. One hundred percent of the Agreement amount specified in Article 1.3 below is expected to be fully expended by the end of the Period of Performance.
- 1.2.3 *Extension Period.* The Extension Period provided by this Agreement is available upon approval by CSD from January 1, 2027, through April 30, 2027, to those contractors who will not fully expend 100 percent of the Agreement amount by the

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end of the performance period. Requests for extensions must follow Article 3.1.3 of this Agreement and be received by CSD no later than November 16, 2026.

1.3 Agreement Amount

The maximum amount of this Agreement shall be as specified on the face sheet (STD 213) and is subject to adjustment(s), in accordance with the following terms:

- 1.3.1 The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant award.
- 1.3.2 Upon notification of the full federal fiscal year grant award amount from the HHS, CSD shall, if necessary, issue an amendment to this Agreement to increase or decrease the maximum amount.
- 1.3.3 If the full amount of the HHS CSBG grant award to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure and shall advance funds in accordance with Article 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the maximum amount of the Agreement has been revised.
- 1.3.4 In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's maximum amount of the Agreement prior to the end of the contract term, the contract amount shall be deemed to be reduced commensurate to the amount actually provided by HHS or the contract shall be closed on that basis without need for amendment pursuant to Articles 2.3.1.2 and 2.3.2.2.
- 1.3.5 This Agreement may include a specific amount allocated from the annual discretionary allocation. These funds may target a specific purpose and require a separate budget and work plan in accordance with Article 7.1 of this Agreement.

1.4 Service Area

The services shall be performed in the Contractor's service area as indicated on CSD's Public Website at <https://www.csd.ca.gov>.

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1.5 Legal Authorities – Program Requirements, Standards, and Guidance

1.5.1 All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Community Services Block Grant Act, as amended, 42 USC § 9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;

1.5.1.2 California laws and regulations applicable to CSBG Programs, Government Code (Cal. Gov. Code) § 12725 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601- 100795;

1.5.1.3 The Single Audit Act, 31 USC § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 Subparts A, B, E, and F, Sections 200.203, 200.331-.333, and additional sections as identified in this Agreement.

1.5.1.4 California Civil Code §§ 1798 et seq., and the Federal Privacy Act of 1974 (5 USC § 552a); Requirements to Respond to Incidents Involving a Breach of Personal Information, Statewide Information Management Manual (SIMM) 5340-C, State Administrative Manual (SAM) 5100, 5300.5, California Department of Technology; and

1.5.1.5 California Contractor Certification Clauses 04/2017 (CCC 04/2017); and State contracting requirements, “General Terms and Conditions, GTC 02/2025, hereby incorporated into this Contract by reference, is available at the following web address:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed within this Agreement, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the authorities directly conflict with any State law or regulation, or any provision of this

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Agreement, then that federal law or regulation shall apply, unless a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.

- 1.5.3 Contractor shall comply with specific CSD program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, provided:
- 1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX";
 - 1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 - 1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 - 1.5.3.4 That major and material changes in program requirements, which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 - 1.5.3.5 That the parties' failure or inability to execute a mutually acceptable amendment within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 - 1.5.3.6 That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and
 - 1.5.3.7 That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal

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and state law and established CSD policy and procedure.

- 1.5.4 The federal and state laws, regulations, and other authorities referenced in this Agreement are hereby incorporated by reference. Copies may be accessed for reference on the Local Agencies Portal (agencies.csd.ca.gov).

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE**2.1 Required Documents**

- 2.1.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation. The following documents shall be returned to the Procurement Services Unit at PSU@csd.ca.gov within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies:

2.1.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

2.1.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

2.1.1.3 Contractor Certification Clauses (CCC 04/2017);

2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and

2.1.1.5 Board Resolution authorizing execution of this Agreement.

- 2.1.2 In addition to the documentation requirements set forth in Article 2.1.1, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Local Agencies Portal. Contractor shall return the following documents to the assigned CSD Field Representative within 30 calendar days of receipt of this contract for private agencies or 45 calendar days of receipt for public agencies, and each shall be subject to approval by CSD in form and substance:

2.1.2.1 CSBG Contract Budget Summary (CSD 425.S);

2.1.2.2 CSBG Budget Support Personnel Costs (CSD 425.1.1);

2.1.2.3 CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);

2.1.2.4 CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);

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- 2.1.2.5 CSBG Contract Budget Narrative (CSD 425.1.4);
 - 2.1.2.6 CSBG Annual Report Work Plan (CSD 641);
 - 2.1.2.7 CSBG Annual Report Projections (CSD 641A and/or CSD 641B);
 - 2.1.2.8 Agency Staff and Board Roster (CSD 188);
 - 2.1.2.9 Board Meeting Schedule;
 - 2.1.2.10 CSD Public Website Update Form (CSD 168);
 - 2.1.2.11 Updated Organizational Bylaws (if applicable); and
 - 2.1.2.12 Joint Powers Agreement (if applicable).
- 2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2026 CSBG Agreement and any amendments.
- 2.1.4 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.
- 2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and posted to the Local Agencies Portal until such time as a subsequent agreement or amendment is executed by the parties.
- 2.1.6 Contractors that are public or governmental entities with local provisions requiring receipt of a copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies for execution and retention.
- 2.2 Contractor's Option of Termination**
- 2.2.1 Contractor may, at Contractor's sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the

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contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, provided:

- 2.2.1.1 Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested.
- 2.2.1.2 Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- 2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- 2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual closeout procedures as provided in Article 6.2 – Close-Out Report.
- 2.2.4 By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG Provider(s) in accordance with state and federal CSBG requirements.

2.3 Budget Contingencies

2.3.1 *State Budget Contingency.*

2.3.1.1 It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2.3.1.2 If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively,

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the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.2 *Federal Budget Contingency.*

2.3.2.1 The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.

2.3.2.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.2.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

2.4 **Miscellaneous Provisions**

2.4.1 *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to

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which the program is assigned.

- 2.4.2 *Merger/Entire Agreement.* This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 2.4.3 *Severability.* If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- 2.4.4 *Notices.* Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. CSD encourages Contractor to adopt the DocuSign platform to facilitate the receipt of this Agreement. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

To **Contractor’s** address of record; and

To **CSD** at:

California Department of Community Services and Development
Field Operations Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- 3.1.1 Formal amendments to this Agreement are required for changes to the term, amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

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- 3.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.
- 3.1.3 *Extension Period.* If Contractor identifies that they will not fully expend 100 percent of the Agreement amount by the end of the Period of Performance, then Contractor shall submit written notification to their assigned Field Representative on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Period of Performance or no later than November 16, 2026. Refer to Article 1.2.2 for Period of Performance. The CSD Form 425b shall include:
- 3.1.3.1 The reason(s) the Contractor will not fully expend 100 percent of the Agreement amount by the end of the performance period; and
- 3.1.3.2 The date (March 31 or April 30, 2027) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.
- 3.1.3.3 The acknowledgement of the adjusted Closeout timeline, as stated in Article 6.2.1 of the Agreement.
- 3.1.4 CSD Form 425b is located on the Local Agencies Portal.
- 3.1.5 All requests for an Extension Period are subject to CSD approval. In addition, the Contractor must execute the amendment before the expiration date of this Agreement.
- 3.2 Minor Modification**
- 3.2.1 Contractor request(s) for modification to CSBG Fiscal Data or Work Plan documents must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration date of this Agreement. Requests are subject to CSD's written approval.
- 3.2.2 Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*.

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ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution, and Minutes

4.1.1 Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at CSBG.Div@csd.ca.gov and the Contractor's assigned Field Representative the following:

4.1.1.1 Unless otherwise specified in 4.1.1.3 and 4.1.1.4 below, Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) of the tripartite board including the name and sector (i.e., low-income, public, private) of each board member, unique contact information for each member including an address at a location other than the office of the eligible entity, vacancy title, and date each board seat was vacated for each board member. Contractor is responsible to notify CSD of any changes to the tripartite board within 30 calendar days of such occurrence.

4.1.1.2 Contractor must provide updated organizational bylaws if any changes occurred within the past calendar year.

4.1.1.3 In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to ensure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include unique contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. NAI Contractor is responsible to notify CSD of any changes to its governing body within 30 calendar days of such occurrence.

4.1.1.4 In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, unique contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. LPA Contractor is responsible to notify CSD of any changes to its board within 30 calendar days of such occurrence.

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- 4.1.2 Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: (a) direct signature of a board member having signing authority; or (b) any lawful delegation of such authority that is consistent with Contractor's bylaws and section 2.1.3 of this Agreement.
- 4.1.3 Where Contractor delegates signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.
- 4.1.4 Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative. Regularly scheduled board meetings shall be held in accordance with Contractor's bylaws.
- 4.1.5 In addition to the minutes referenced in Article 4.1.4, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative.

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings

Contractor shall make every effort to attend all trainings and quarterly CSP meetings associated with CSD.

4.3 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control.

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This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- 4.3.1 Segregation of duties appropriate to safeguard State assets;
- 4.3.2 Access to Contractor assets is limited to authorized personnel who require these assets in the performance of their assigned duties;
- 4.3.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4.3.4 Practices to be followed in performance of duties and functions;
- 4.3.5 Personnel of a quality commensurate with their responsibilities; and
- 4.3.6 Effective internal review.

4.4 Record Retention Requirements

- 4.4.1 All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.334-.338).
- 4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.
- 4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.), and the Federal Privacy Act of 1974, as amended (5 USC § 552a).

4.5 Insurance Requirements

- 4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to

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cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

4.5.3 Notices of Insurance must be submitted electronically via email to PSU@csd.ca.gov.

4.5.4 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder. New Certificates of Insurance will be reviewed for content and form by CSD.

4.5.5 In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.

4.5.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.

4.5.7 The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

4.5.8 Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

4.6.1.1 When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

4.6.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-

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insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

4.6.1.3 In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within 30 calendar days of expiration of insurance.

4.6.1.4 In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

4.6.2 *Workers' Compensation Insurance.*

4.6.2.1 Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.6.2.2 Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the California Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

4.6.3 *Commercial or Government Crime Coverage (Fidelity Bond).*

4.6.3.1 Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.6.3.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4 percent of the total amount of consideration set forth under this Agreement.

4.6.3.3 Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

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4.6.4 *General Liability Insurance.*

4.6.4.1 Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

4.6.4.2 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

4.6.5 *Vehicle Insurance.*

4.6.5.1 Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

4.6.5.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. Driving to and from place of business is not within the scope of employment.

4.6.5.3 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

4.7 *System Security Requirements*

The contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information by the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and federal laws and regulations as may apply. The parties hereto agree to requirements, obligations, and standards in accordance with requirements set in the State Administrative Manual (SAM). In the event different system security standards may be applied to this Article, the Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

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4.8 Services Offered

Data exchange between CSD and Contractor shall be handled through one of three methods: (1) a Contractor user must upload data files or perform data entry using credentials provided by CSD and utilizing multi-factor authentication; or (2) utilize CSD web applications as configured by the Contractor technology vendor; or (3) Upload data through CSD's Azure Data Lake FTP Solution and utilizing multi-factor authentication. Sending data via email is strictly forbidden.

4.9 Data Protection

- 4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Local Agencies Portal. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.3 Other documents and data exchanged between CSD and Contractor must be uploaded to the secured Azure Data Lake FTP Solution and utilizing multi-factor authentication.
- 4.9.4 Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.10 Contractor Systems Security

- 4.10.1 The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by appropriate identification, authentication, and authorization methods to validate the approved users.
- 4.10.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

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4.10.3 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.10.4 Contractor shall keep security patches, anti-virus, and anti-malware software up to date on all systems on which data may be used.

4.11 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the federal Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC §1831 et. al) and Stored Communications Act (18 USC § 2701). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the written consent of the owner.

4.12 Incident Reporting

Any party discovering a security incident should report the incident in accordance with its incident reporting procedures. The incident reporting procedures, the contractor shall, within 24 hours of discovery, report to CSD's Chief Information Officer and the CSD Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, release of privileged information, or inappropriate access to systems and services, etc.

The contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.13 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.14 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the

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term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.15 Travel and Per Diem

4.15.1 Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

4.15.2 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.475) or any amendments thereto, as applicable.

4.15.3 In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.16 Codes of Conduct

4.16.1 *Written Standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.16.2 *Self-Dealing Prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary.

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4.17 Conflict of Interest

- 4.17.1 Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- 4.17.2 Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.18 Fraud, Waste, and Abuse

- 4.18.1 Contractor shall submit a written report to CSD within 45 days of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.
- 4.18.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services (HHS) Office of Inspector General Fraud hotline.

4.19 Procurement Standards

- 4.19.1 *Maintenance of Written Procurement Procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing the CSBG program pertaining to procurement, including the Code of Federal Regulations Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.318 – 200.327). Contractors shall establish, maintain, and follow written procurement procedures consistent with these legal requirements and all additional provisions in this Agreement, including

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but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 4.19.3 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4.19.4 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 4.19.5 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
- 4.19.6 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (Form CSD 558) to CSD at least 15 calendar days

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prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed.

4.19.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.

4.19.8 Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.20 Use and Disposition of Vehicles and Equipment

4.20.1 Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.313 and § 200.439.)

4.20.1.1 Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD of HHS, in the following order of priority: (a) activities under a Federal award from CSD; then (b) activities under Federal awards from other HHS awarding agencies.

4.20.1.2 During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.

4.20.1.3 Any user fees shall be treated as "program income" to the CSBG program, as described in 2 CFR § 200.307.

4.20.1.4 Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor's program activities, and properly allocated to the CSBG program. Such compensation must be made by allocating and

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computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.436).

4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.313(d)), including, but not limited to: (a) property records; (b) physical inventory of the property; (c) a control system to prevent loss, damage, or theft; (d) adequate maintenance procedures; and (e) proper sale procedures.

4.20.3 *Sale or Disposition of CSBG-Funded Vehicles and Equipment.*

4.20.3.1 If/when Contractor's CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$10,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.313).

4.20.3.2 Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.

4.20.3.3 Pursuant to 2 CFR § 200.307(e), sale proceeds from the sale of real property, equipment, or supplies are not program income. (*See also* 2 CFR § 200.1 "Program Income".) Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – *Subpart D–Post Federal Award Requirements* (including 2 CFR § 200.311, 200.313, and 200.314.)

4.21 Subcontracts

4.21.1 Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.

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4.21.2 *Notification of Subcontract Execution.*

4.21.2.1 Contractor shall provide annual written notification to CSD within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Local Agencies Portal.

4.21.2.2 This annual written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information as verified via the Excluded Parties List System (EPLS), available at <https://sam.gov/>.

4.21.2.3 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.21.2.4 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart E – Cost Principles).

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- 4.21.3 Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- 4.21.4 Nothing contained in this Agreement shall create any contractual relationship between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- 4.21.5 In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five business days of receipt of notice of such action.

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

- 5.1.1 Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non-Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: (a) completing the attached form (CSD 425.1.3); or (b) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.

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5.1.2 Contractor shall submit the CSBG Contract Budget Narrative form (CSD 425.1.4) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.

5.1.3 *Administrative Expenses.* For the purpose of administrative expenditures, and pursuant to Cal. Gov. Code § 12781(c)(1)(D), Contractor may use funds allocated under this Agreement in an amount not to exceed 12 percent of the total operating budget of its community action program(s), including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations by the Contractor's agency.

The budgets of the Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

5.1.3.1 A qualifying community action program is defined by Cal. Gov. Code § 12750(b) as:

A "locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem."

5.1.3.2 Community action programs typically:

5.1.3.2.1 Maintain a tripartite board of directors or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

5.1.3.2.2 Serve the purposes and goals of the federal Community Services Block Grant Act, Section 672 (42 USC § 9901) and Cal. Gov. Code § 12727 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

5.1.4 For purposes of allocating indirect costs, contractors may use current negotiated

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indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 15 percent de minimis indirect cost rate as permitted under 2 CFR § 200.414(f).

- 5.1.5 *Budget modifications require pre-approval by CSD.* No originally approved budget line item may be increased or decreased by more than 10 percent (10%) without prior CSD approval. Contractor shall submit a CSD 425b, *Justification for Contract Amendment/Modification* and updated budget forms to request a budget modification beyond 10 percent (10%).

5.2 Advance Payments – Amount

- 5.2.1 Upon approval of all contract deliverables, CSD shall, in accordance with Cal. Gov. Code § 12781(b), issue an advance payment to Contractor in an amount not to exceed 25 percent of the maximum amount of this Agreement.
- 5.2.2 If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance payment that is available and pay the remaining portion(s) as funds become available.
- 5.2.3 If HHS fails to provide sufficient funds to pay the advance payment during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.
- 5.2.4 If, during the first six months of the contract term, CSD amends this Agreement to increase the maximum amount, CSD shall advance up to 25 percent of the increase to Contractor.
- 5.2.5 Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the Agreement.

5.3 Advance Payments – Interest on Advances

- 5.3.1 Contractor must deposit all advances in an interest-bearing account in accordance with 2 CFR 200.305, unless one or more of the following apply:
- 5.3.1.1 Contractor receives less than \$250,000 in Federal awards per year.
- 5.3.1.2 The best reasonably available interest-bearing account would not be

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expected to earn interest in excess of \$500 per year on federal cash balances.

5.3.1.3 The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

5.3.2 Interest on Advances. Contractor shall deposit all advances in an insured interest-bearing account. Interest earned, up to \$500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on CSBG advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)). Remittances of accrued interest will be provided to CSD annually.

5.3.3 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.4 Advance Payments – Liquidation of Advance

5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets at the seventh monthly reporting period of the Period of Performance, or when the Contractor has expended 75 percent of the maximum amount of this Agreement.

5.4.2 CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the Period of Performance. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance. If the original contract is granted a term extension, this does not extend the advance repayment period.

5.4.3 If the advance payment is not fully paid by the end date of the original contract term, then CSD will offset any subsequent reimbursement of approved expenditures

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to fully repay the advance payment.

5.5 Advance Payments – Lien Rights

The State retains lien rights on all funds advanced.

5.6 Payments

- 5.6.1 Upon approval of Contractor deliverables CSD shall issue payments (as specified by Contractor on the CSD 425.S and CSD 627) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- 5.6.2 Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

ARTICLE 6 – FINANCIAL REPORTING

6.1 Fiscal Reports

- 6.1.1 Contractor shall request reimbursement for expenditures associated with all contract activities by reporting in CSD's designated financial reporting system and in accordance with published system guidance.
- 6.1.2 Contractor shall submit adjustments in accordance with [CPN-C-22-01](#).
- 6.1.3 Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in CSD's designated financial reporting system and in accordance with published system guidance on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

6.2 Close-Out Report

- 6.2.1 Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended and according to the timelines below. The close-out report must

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be submitted for both the CSBG and Discretionary portions of the contract amount. The close-out report must be submitted according to the following Period of Performance timeline:

- Period of Performance: January 1, 2026, through December 31, 2026; Close-out due March 31, 2027 (90 calendar day close-out);
- Extension Period: January 1, 2026, through March 31, 2027; Close-out due May 31, 2027 (61 calendar day close-out); or
- Extension Period: January 1, 2026, through April 30, 2027; Close-out due May 31, 2027 (31 calendar day close-out).

6.2.2 The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D) and CSBG Discretionary Grant Work Plan/Final Report (CSD 626FR). The latest versions of the close-out forms are available on the Local Agencies Portal.

6.2.3 All close-out forms must be submitted electronically via email to CSBG.Div@csd.ca.gov.

6.2.4 Final expenditures must be submitted by entry into CSD's designated financial reporting system and in accordance with published system guidance, within the established close-out period coinciding with the performance period of this agreement as described in Section 6.2.1.

6.2.5 All adjustments must be submitted in accordance with CPN-C-22-01.

6.2.6 Subsequent payments for expenditures under any open CSD contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

6.2.7 If CSD grants Contractor a term extension, regardless of the Extension Period, Contractor must submit all required close-out documents, without exception, no later than May 31, 2026.

6.3 Transparency Act Reporting

6.3.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements.

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Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.SAM.gov/fsrs>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A..

- 6.3.2 Pursuant to 2 CFR Part 170, CSD is required to report information to HHS regarding contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD Form 279, located on the Local Agencies Portal and return with the signed contract to ensure compliance.

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING

7.1 Discretionary Funds Requirements

- 7.1.1 Contractor shall complete the following documents, available on the Local Agencies Portal, satisfactory to CSD in form and substance, and submit to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt this contract for public agencies.
- 7.1.1.1 CSBG Contract Discretionary Contract Budget Summary (CSD 627S);
- 7.1.1.2 CSBG Discretionary Budget Support Personnel Cost (CSD 627A);
- 7.1.1.3 CSBG Discretionary Budget Support Non-Personnel Cost (CSD 627B);
- 7.1.1.4 CSBG Discretionary Budget Contract Budget Narrative (CSD 627C); and
- 7.1.1.5 CSBG Discretionary Grant Work Plan/Final Report (CSD 626FR).
- 7.1.2 *Administrative Cap.* The discretionary allocation is subject to an administrative cap of 12 percent of the total discretionary funds received.
- 7.1.3 *Advance Payments.* Advance payments are not available on the 2026 Discretionary Funds.
- 7.1.4 *Fiscal Reporting.* Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry into CSD’s designated financial reporting

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system and in accordance with published system guidance on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

7.1.5 Discretionary funds are expected to be fully expended no later than December 31, 2026.

7.1.6 *Close-Out.* Contractor shall complete and submit all CSD close-out forms as required and outlined in Section 6.2.

7.2 Fair Hearing for Denial of Client Benefits by Contractor

Pursuant to 22 Cal. Code Regs. § 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to the Contractor, and if not satisfied with the Contractor's decision, then to CSD for a fair hearing within 20 calendar days from the Contractor's final denial on appeal. Contractor must establish a procedure for an appeal process which at a minimum complies with 22 Cal. Code Regs. § 100751.

7.3 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, Contractor shall submit the Organizational Standards annually utilizing the Community Software Group (CSG) system no later than August 31, 2026. Contractor shall have until January 31, 2027, to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2026 Organizational Standards Assessment.

7.4 Programmatic Reporting

7.4.1 *Submission of Required Plans/Reports.* Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to CSBG.Div@csd.ca.gov, no later than the date specified.

7.4.2 *Community Action Plan.* Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD. All future Community Action Plans must include certification of a Results Oriented Management and Accountability (ROMA) trainer, Implementor, California ROMA Representative, or Advocate prior to submission to CSD.

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- 7.4.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2026, through December 31, 2026. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and/or 641B Module 4 Targets as part of the contract deliverables. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and entering the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2026 must be completed and submitted with the contract deliverables. Copies of the forms may be accessed on the Local Agencies Portal.
- 7.4.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2026, through December 31, 2026. As applicable, Modules 2 through 4 and Agency Success Stories must be completed and submitted in the eGov Reporting system no later than February 1, 2027. Access to the eGov system is available at: [Community Software Group](#).
- 7.4.5 Contractor shall be required to collect programmatic outcomes associated with services provided under an extended Period of Performance covering the period January 1, 2027, through the extended Period of Performance as specified on the STD 213. Contractor must submit the programmatic outcomes through this period with the following year's annual report information.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES**8.1 Right to Monitor, Audit, and Investigate**

- 8.1.1 Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 8.1.2 Contractor shall make available all reasonable information necessary to substantiate expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or

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off the premises of the appropriate entity upon a reasonable request.

8.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with applicable federal and state requirements, with particular reference to 42 USC §§ 9914-9916, and 22 Cal. Code Regs. § 100730, as amended.

8.1.4 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds

8.2.1 As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.

8.2.2 As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

8.2.2.1 Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.3, applicable to CSBG-funded programs; and

8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.

8.2.3 CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor’s program or fiscal performance. Contractor shall cooperate with CSD program staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

8.2.4 Except under certain conditions whereby advanced notice may not be feasible, such as a whistleblower or other investigation, CSD shall provide Contractor

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reasonable advance written notice of on-site audit of Contractor's program or fiscal performance. Contractor shall cooperate with CSD audits and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

8.2.5 In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance. All noncompliance findings must be resolved by the mutually agreed upon corrective action timeframe.

8.3 Collection of Disallowed Costs

8.3.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

8.3.2 *Time for Response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

8.3.3 *Notice After Review of Further Supporting Evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in Article 8.3.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs or a communication that no revisions shall be made no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice or communication to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with this Agreement, for CSD's final determination of disallowed costs.

8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.

8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses

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specified in this Article 8.3.

8.4 Auditing Standards

8.4.1 *Applicability.* The standards set forth in 2 CFR § 200.500 et seq. are hereby incorporated by reference.

8.4.2 *Supplemental Audit Guide.* In addition to the applicable audit requirements specified in Article 8.4.1, Contractor must follow the most current CSD Supplemental Audit Guide, which is incorporated into this Agreement by reference and may be accessed on the Local Agencies Portal.

8.5 Audit Reports

8.5.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements §§ 200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in the U.S. Government Accountability Office’s “Government Auditing Standards,” July 2018 Revision, as amended, April 2021. Please note: February 2024 Revision of Government Auditing Standards is effective for financial audits, attestation engagements, and reviews of financial statements for periods beginning on or after December 15, 2025, and for performance audits beginning on or after December 15, 2025.

8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently \$1,000,000, that mandates a single audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice. In addition, agencies will be required to submit an email to Audits@csd.ca.gov certifying they fall below the audit threshold in accordance with Section 8.5.4.

8.5.3 The financial and compliance audit report shall contain a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510. The SEFA must report total federal awards expended for the appropriate single audit report period. All CSBG grants shall be reported separately on the SEFA, i.e., CSBG; Discretionary. In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for **each** contract whose **term ends** during the single-audit fiscal year shall be included in that year’s single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and Contractor’s fiscal year. The SSRE shall cover the entire contract term as required in CSD’s

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Supplemental Audit Guide.

- 8.5.4 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the Contractor's fiscal year.
- 8.5.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:

audits@csd.ca.gov

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within ten calendar days. Contractor should verify receipt of ASU's confirmation email to ensure your Single Audit report was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, you may submit your reporting package to the SCO via the SCO's Data Exchange Portal (DEP), or by U.S. Postal Service or private carrier. Reports submitted via DEP must be uploaded as unsecured PDFs. If you have any questions please contact SCO at: SingleAudits@sco.ca.gov.

8.6 Failure to Comply with Audit Requirements

- 8.6.1 As outlined in CPN-A-24-01 (Single Audit Requirements), failure by the Contractor to comply with audit requirements may result in a high risk designation and certain special conditions. Significant delays in compliance may also result in the suspension or termination of this Agreement and subsequent amendments. 2
- 8.6.2 *Collection of Disallowed Costs.* Contractor shall have no less than ten business days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.6.3 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no

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later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Fiscal Accounting Services Unit (FASU) to send an invoice. Contractor will tender payment to FASU or negotiate a repayment plan acceptable to FASU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, for cost disallowances/recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 USC §§ 9914-9916), in the Code of Federal Regulations, and in state regulations, with particular reference to 22 Cal. Code Regs. § 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that Article 8.7 shall: (a) guide, inform and clarify the Enforcement Process; (b) establish the procedures to be followed; and (c) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

8.7.2 *Definitions.*

Enforcement Action. For purposes of this Article, "Enforcement Action" shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement Actions may include any of the following: (a) "High-Risk" designation; (b) a determination of cost disallowance; (c) contract suspension; (d) contract termination; or (e) termination of Contractor's designation as an eligible entity.

High Risk Designation refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to Enforcement Action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.

Material Breach means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission: (a) constitutes fraud or gross negligence by Contractor or its agent(s); (b) is likely to result in significant waste and/or abuse of federal funds; (c) has a

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significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

8.7.3 *Initiation of Enforcement Action.*

8.7.3.1 *Grounds for Enforcement Action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an Enforcement Action.

8.7.3.2 *Notice of High-Risk Designation.* To initiate an Enforcement Action, CSD must provide Contractor with written Notice of High-Risk designation, setting forth: (a) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; (b) the corrective action(s) required; and (c) the date by which they must be taken and completed.

8.7.4 *Special Conditions and Sanctions.*

8.7.4.1 CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information: (a) the nature of the Special Condition(s) and/or Sanction(s) being imposed; (b) the reason(s) for imposing Special Condition(s) and/or Sanction(s); and (c) the corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

8.7.4.2 Special Conditions may include but are not limited to: (a) requiring Contractor to obtain training and/or technical assistance; (b) imposition of

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special or additional reporting requirements; (c) special or conditional cost reimbursement requirements and procedures; (d) provision of documentation by Contractor; and/or (e) requiring Contractor to amend or modify systems, procedures, and/or policies.

8.7.4.3 Sanctions may include but are not limited to: (a) suspension of advances and/or reimbursements; and/or (b) issuance of notices to suspend operations.

8.7.4.4 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that: (a) substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or (b) associated costs are otherwise very likely to be disallowed; and (c) taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

8.7.5 *Procedures for Review of Special Conditions and/or Sanctions.*

8.7.5.1 If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.

8.7.5.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

8.7.5.3 *Hearing.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request a hearing for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.

8.7.5.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 Cal. Code Regs. § 100780.

8.7.5.5 Should Contractor fail to show cause as to why the Enforcement Action

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should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

8.7.5.6 Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that Article 8.7.5.3 applies.

8.7.6 *Enforcement Action Cost Disallowance.*

8.7.6.1 *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.

8.7.6.2 Statements of Questioned Costs shall include, at minimum: (a) particular item(s) of cost questioned and the specified amount(s) by type or category of costs; (b) factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and (c) timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

8.7.6.3 *Investigative Audits and Reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

8.7.6.4 *Effect of Non-Cooperation with Investigative Audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to Article 8.5, CSD may: (a) impose sanctions as provided in Article 8.7.4; and/or (b) issue a Notice of Disallowed Costs as determined appropriate.

8.7.6.5 *Notice of Disallowed Costs.* If CSD determines that further information

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and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include: (a) the amount of disallowed costs to be repaid, if any; and (b) the date by which repayment must be made or, in the alternative, (c) the date by which Contractor must submit a proposed repayment plan for consideration by CSD.

8.7.6.6 *Right to Dispute Notice.* Not later than five business days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 Cal. Code Regs. § 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, in a combined proceeding.

8.7.6.7 *Waiver of Right to Dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided in Article 8.7.6.6, the Notice of Disallowed Costs shall be deemed final, and Contractor shall be obligated to comply with the requirements of the Notice.

8.7.6.8 Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to: (a) federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded; (b) the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law; (c) the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and (d) Contractor's financial condition and ability to pay.

8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on High-Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High-Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of High-Risk Designation, CSD

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shall give Contractor written notice of such determination.

- 8.7.8 *Further Enforcement Action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High-Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 Cal. Code Regs. § 100780 and other applicable State and federal statutes and regulations.
- 8.7.9 *Contractor's Status During Federal Review Period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with review requirements pursuant to the Community Services Block Grant Act, 42 USC § 9915, except that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS**9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters**

- 9.1.1 Contractor hereby certifies to the best of its knowledge that it, any of its officers, and any subcontractor(s):
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;

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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and
 - d. Have not, within a three-year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- 9.1.2 If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

9.2 Federal Requirements

- 9.2.1 Salary Limitation – Federal Executive Level II. Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/EX.pdf>. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.
- 9.2.2 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC § 7104). The full text of this requirement can be found at <https://acf.gov/grants/award-term-and-condition-trafficking-persons>.

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9.2.3 Prohibition on Use or Procurement of Covered Telecommunications Equipment or Services. Pursuant to the “Prohibition on certain telecommunications and video surveillance services or equipment” (2 CFR § 200.216), contractors are prohibited from expending grant funds on “equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation and video surveillance and telecommunications equipment by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The full text of this requirement can be found at [Electronic Code of Federal Regulations \(eCFR\)](#).

9.3 Nondiscrimination Compliance

9.3.1 Contractor’s signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

9.3.2 Contractor hereby certifies compliance with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
- b. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
- c. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.);
- d. Age Discrimination Act of 1975 (42 USC §§ 6101 et seq.); and
- e. Title 45 CFR Part 80.

9.4 Specific Assurances

9.4.1 *Smoking Prohibitions.* In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and

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Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

- 9.4.2 *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
- 9.4.3 *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).
- 9.4.4 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
- 9.4.5 *Lobbying Activities.* Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93 (Appendix A).

9.5 Subrecipient Monitoring

Contractor must obtain a Unique Entity Identifier (UEI) assigned by the System for Award

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Management (SAM.gov). CSD is required to check SAM.gov to verify that Contractor and subrecipients are not debarred, suspended, or ineligible. The UEI is a 12-character alphanumeric ID assigned by SAM.gov.

9.6 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO direct state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide written response. Termination shall be at the sole discretion of the State.

SUBVENTION AGREEMENT

DEFINITIONS

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 USC § 9902; Cal. Gov. Code § 12730; 2 CFR Parts 200 and 300; and 22 Cal. Code Regs. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement: The complete contents of this Agreement entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Agreement Term: The timeframe of this Agreement as specified on the Agreement face sheet (STD 213) including the established Period of performance and an extended period granted upon approval to the Contractor by CSD.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 USC § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 USC § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.

SUBVENTION AGREEMENT

Continuing Resolution: An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

CSD: The State of California Department of Community Services and Development.

Eligible Entity “Eligible entity” means an entity—(1) that is an eligible entity as defined in 42 USC Section 9902(1), or is designated by the process described in 42 USC Section 9909 (including an organization serving migrant or seasonal farmworkers that is so described or designated); (2) that has a tripartite board or other mechanism described in subsection (a) or (b), as appropriate, of 42 USC Section 9910; and (3) provides services in their Service Area pursuant to a CSBG grant from CSD.

Equipment: An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.

Extended Period of Performance: An extension to the Period of Performance provided to Contractor upon approval if Contractor does not expect to complete award activities during the Period of Performance.

Limited Purpose Agency (LPA): A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 USC § 9910(b)(2).

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.

SUBVENTION AGREEMENT

- Modification: An immaterial change to this Agreement that does not require an Amendment.
- Native American Indian Program (NAI): A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of ‘eligible entity’ as defined in subdivision (g) of § 12730. An NAI may be considered a ‘public organization’ for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 USC § 9910(b)(2).
- Parties: CSD on behalf of the State of California, and the Contractor.
- Period of Performance: Time during which Contractor is expected to complete award activities and expend approved funds.
- Program: The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
- State: The State of California Department of Community Services and Development.
- Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
- Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.
- Total Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD’s Director or designee, subsequent to the execution of this Agreement.

SUBVENTION AGREEMENT

TABLE OF FORMS AND ATTACHMENTS

Forms (to be returned with signed Agreement):

- A. CSBG Contract Allocation Increase:
 - 1. CSBG Contract Budget Summary (CSD 425.S);
 - 2. CSBG Budget Support Personnel Costs (CSD 425.1.1);
 - 3. CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
 - 4. CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
 - 5. CSBG Contract Budget Narrative (CSD 425.1.4);
 - 6. CSBG Annual Report Work Plan (CSD 641);
 - 7. CSBG Annual Report Projections (CSD 641A and/or CSD 641B); and
 - 8. Joint Powers Agreement (if applicable).

- B. *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities during the Period of Performance from January 1, 2026, through December 31, 2026. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and/or 641B Module 4 Targets. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and providing the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2026 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal.

- C. CSBG Discretionary Funds:
 - 1. CSBG Discretionary Contract Budget Summary (CSD 627);
 - 2. CSBG Discretionary Budget Support Personnel Cost (CSD 627A);
 - 3. CSBG Discretionary Budget Support Non-Personnel Cost (CSD 627B);

SUBVENTION AGREEMENT

4. CSBG Discretionary Contract Budget Narrative (CSD 627C); and
 5. CSBG Discretionary Grant Work Plan/Final Report (CSD 626FR - rev.11.2021).
- D. Certification Regarding Lobbying/Disclosure of Lobbying Activities
- E. California Contractor Certification Clauses (CCC 04/2017)
- F. CSD Federal Accountability and Transparency Act Report (CSD 279)
- G. Agency Staff and Board Roster (CSD 188)

The following documents are hereby incorporated by reference:

- Attachment A: 2026 CSBG Allocation Spreadsheet
- Attachment B: Supplemental Audit Guide

CERTIFICATE NUMBER
CRIME-132

EVIDENCE OF INSURANCE

ISSUE DATE
06/27/25

PRODUCER

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612
LICENSE #0C36861
P (949) 756-0271 / F (619) 699-0901

THIS EVIDENCE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

COMPANY AFFORDING COVERAGE

- A.) NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (AIG)
- B.) BERKLEY INSURANCE COMPANY
- C.) GREAT AMERICAN INSURANCE COMPANY
- D.) UNITED STATES FIRE INSURANCE COMPANY

INSURED

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) MEMBER
SAN DIEGO COUNTY
ATTN: JANICE MAZONE
DHR - RISK MANAGEMENT
5500 OVERLAND AVENUE, SUITE 370
SAN DIEGO, CA 92123

COVERAGE INFORMATION

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS |
|---|--|-------------------|-----------------------|------------------------|---|
| A | GOVERNMENT CRIME POLICY INCLUDING: FAITHFUL PERFORMANCE/EMPLOYEE DISHONESTY MONEY & SECURITIES FORGERY OR ALTERATION COMPUTER FRAUD ROBBERY & SAFE BURGLARY MONEY ORDER AND COUNTERFEIT PAPER CURRENCY | 01-592-87-19 | 06/30/25 | 06/30/26 | \$10,000,000 PER OCCURRENCE LIMIT SUBJECT TO \$25,000/\$50,000 DEDUCTIBLE \$25,000 DEDUCTIBLE APPLIES TO ALL COVERAGES EXCEPT, PUBLIC EMPLOYEE THEFT/FAITHFUL PERFORMANCE AND \$50,000 DEDUCTIBLE APPLIES ONLY TO PUBLIC EMPLOYEE THEFT/FAITHFUL PERFORMANCE |
| B | EXCESS GOVERNMENT CRIME POLICY | BGOV-45003949-25 | 06/30/25 | 06/30/26 | \$5,000,000 PER OCCURRENCE LIMIT \$1,000,000 SUBLIMIT APPLIES TO FAITHFUL PERFORMANCE |
| C | EXCESS GOVERNMENT CRIME POLICY | XSC F052763 02 00 | 06/30/25 | 06/30/26 | \$5,000,000 PER OCCURRENCE LIMIT \$1,000,000 SUBLIMIT and \$5,000,000 ANNUAL PROGRAM AGGREGATE APPLIES TO FAITHFUL PERFORMANCE |
| D | EXCESS GOVERNMENT CRIME POLICY | 626-041070-1 | 06/30/25 | 06/30/26 | \$5,000,000 PER OCCURRENCE LIMIT \$1,000,000 SUBLIMIT APPLIES TO FAITHFUL PERFORMANCE |

REMARKS (INCLUDING SPECIAL CONDITIONS)

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN SAN DIEGO COUNTY AND CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES & DEVELOPMENT FOR SAN DIEGO COUNTY HEALTH & HUMAN SERVICES AGENCY COMMUNITY ACTION PARTNERSHIP, 1255 IMPERIAL AVENUE, SUITE 743, SAN DIEGO, CA 92101.

THIS EVIDENCE OF INSURANCE REPRESENTS SOLELY A CURRENT STATEMENT THAT A BOND OR POLICY IS IN EFFECT FOR THE NAMED INSURED ONLY, THAT SUCH BOND OR POLICY CONVEYS NO PROTECTION OR RIGHTS TO ANYONE OTHER THAN THE NAMED INSURED, AND THAT REFERENCE TO THE BOND OR POLICY MUST BE MADE FOR THE TERMS AND CONDITIONS OF THE COVERAGE THEREUNDER. THIS EVIDENCE OF INSURANCE IS BEING ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT PROVIDE ANY BENEFIT TO THE ADDITIONAL INTEREST. THIS EVIDENCE OF INSURANCE IN NO WAY AMENDS, EXTENDS OR ALTERS THE POLICY TERMS AND CONDITIONS.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

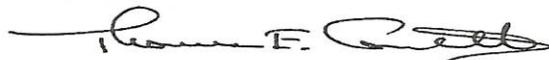
STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 GATEWAY OAKS DR., SUITE 100
SACRAMENTO, CA 95833

NATURE OF INTEREST

EVIDENCE ONLY

JOINT LOSS PAYABLE

AUTHORIZED REPRESENTATIVE





County of San Diego Revenue Fact Sheet

O.F.P. Use Only Date Rec'd []

ACCOUNT NUMBER ASSIGNED: 45637

1. Department ORG: # A5940 Department Name: Health & Human Services Agency Contact Person: Tina Bagsic Phone: (619) 380-0005 Low Org: # 46276 (optional)

2. Requested Revenue Account Title: Fed HHS 96.569 Community Services Block Grant

3. Anticipated Annual Revenue: \$ 3,549,776

4. Revenue will be Budgeted Beginning with: F.Y. 2026-2027

5. A. Source of Revenue: [X] Federal [] Federal ARRA* Stimulus [] State [] Public Agency [] Individual [] Other

* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain: Federal program administered by the State of California.

B. Authority: Community Opportunities, Accountability, Training & Educational Svcs Act of '98, Title II, Sec.2; BL 5/6/25 (6)

C. Form of Revenue: [X] Grant [] Subvention [] Fee [] License [] Contract [] Other If Fee or License, indicate amount: \$

Please Explain: Community Services Block Grant is allocated annually.

D. Service Provided: Earned Income Tax Credit (EITC) and self sufficiency services to low income individuals and families.

E. Means of Projecting for Budget (formula used): Based on prior year grant amount

F. How is the Revenue Received: [] Reimbursements [] Advances [X] Other

Please Explain: Revenue is partially received as an advance. Balance of grant is received via claim reimbursements. Revenue is "recognized" when earned.

G. When is the Revenue Received: [] Annually [] Quarterly [] Monthly [] Daily [X] Other

Please Explain: Advances are received annually. Reimbursements are received within 45-60 days after monthly claims for reimbursements are submitted to the State of California.

6. Cost Recovery: [X] Full Recovery [] A-87 [] Other

Please Explain:

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Julie Agarma Digitally signed by Julie Agarma Date: 2026.01.08 15:32:50 -08'00' Date:

CSBG CONTRACT BUDGET NARRATIVE

| | | |
|--|--|--|
| Contractor Name: County of San Diego, HHSa, CAP | Contract Amount: \$3,549,776.00 | Date: 01/01/2026 |
| Prepared By: Tina Bagsic | Contract Number: 26F-5036 | Amendment Number: |
| Telephone Number: 619 380-0005 | Contract Term: 01/01/26 to 04/30/2027 | E-mail Address: Tina.Bagsic@sdcounty.ca.gov |

SECTION 10: ADMINISTRATIVE COSTS

Salaries and Wages

\$175,550.76 budgeted for the salaries and wages of staff performing administrative duties. This includes salaries and wages for staff of two.

Administrative Analyst III - \$121,200.41: 1.00 FTE for 12 months. This position supervises and manages the administrative unit. Also prepares all funding source expenditure claims for reimbursement, handles all budget functions, audits and trust fund reconciliations.

Office Assistant - \$54,350.35: 1.0 FTE for 12 months. This position supports the daily office functions including answering the CAP phone line, maintaining contract files, processing incoming and outgoing mail.

Fringe Benefits

\$120,708.70 is budgeted for fringe benefits of staff performing administrative duties. The fringe benefits include such expenses as retirement, FICA and Medicare, Insurance, and Flex Credits.

Operating Expenses

\$215,242.61 budgeted for administrative operating expenses. This includes such expenses as in-state travel, space costs, consumable supplies, equipment lease, training and registration, temporary help and memberships.

The Operating Expenses budget is as follows:

| | |
|------------------------|----------------------|
| Space Costs: | \$ 135,800.00 |
| Consumable Supplies: | \$ 2,000.00 |
| Internal Service Fees: | \$ 24,746.61 |
| Equipment Lease: | \$ 39,500.00 |
| Memberships: | \$ 13,196.00 |
| Total: | \$ 215,242.61 |

Space Costs - Share of cost for renting space in leased building.

Consumable Supplies - Includes costs such as office supplies, printing, postage, advertising expenses and fliers

Equipment Lease - Cost for leasing IT and computer equipment needed by staff for daily operations.

Internal Service Fees - Expense for processing contractual services.

Memberships Fees - To pay for CalCAPA, and National Community Action Partnership.

SECTION 20: PROGRAM COSTS

Salaries and Wages

\$333,972.84 is budgeted for the salaries and wages of staff performing programmatic duties. This includes salaries and wages for a staff of two.

2 Admin Analyst II - Contract Administrators:

-1 Admin Analyst II \$106,298.58:1.0 FTE for 12 months

-1 Admin Analyst II \$106,298.58:1.0 FTE for 12 months

These positions work directly with the subcontractors to monitor contract and program compliance. They meet with the subcontractors at their on-site locations to review client files and data collected for outcomes accomplished. They also perform all aspects of contract renewals, statement of work monitoring and writing, and procurement activities. They assist Program Manager with community public hearings and bi-annual CAP Plan activities and handle public/contractor complaints/issues.

CSBG CONTRACT BUDGET NARRATIVE

Human Services Program Manager - \$121,375.68: 1.0 FTE for 12 months. The Human Services Program Manager supervises CAP programs and contracts unit. It also oversees CSD reporting, contract compliance, serves as community liaison and attends various community meetings to build working collaborations and seeks leveraging opportunities.

Fringe Benefits

\$229,639.72 is budgeted for fringe benefits of staff performing programmatic duties. The fringe benefits include such expenses as retirement, FICA and Medicare, Insurance, and Flex Credits.

Subcontractor Services

\$2,474,661.38 is budgeted for subcontractor services. The County of San Diego, HHSA-CAP will be subcontracting with various non-profit agencies to provide employment placement, financial education, emergency assistance, school-based self-sufficiency and homeless services, summer youth services, access to benefits services and to support EITC services. See attached "Subcontractor Services" list for the name of the various agencies.



COUNTY OF SAN DIEGO
Community Action Partnership (CAP) CSBG Funded
Subcontractor List
2025-2026

| Program | Description | Area Served: Provider(s) |
|---|--|--|
| <i>Communities in Action</i> | Support towards individual, family, and community well-being, including: <ul style="list-style-type: none"> • Comprehensive Assessment of Household Needs • Stabilization Supports for Crisis Situations • Navigation of Income Support Services • Financial Literacy Services • Education/Development Classes • Resident Leadership Academy (RLA) • Ongoing Support to Local RLA Graduates | <ul style="list-style-type: none"> • Central: Home Start, Inc. • East: International Rescue Committee • North Central: Jewish Family Services • North Inland: Interfaith Community Services • North Coastal: North County Lifeline • South: SBCS |
| <i>Earned Income Tax Credit Coalition</i> | Co-leadership of the local EITC Coalition with the United Way and IRS, including joint funding of an EITC Coordinator position with the United Way. | <ul style="list-style-type: none"> • Countywide: Dreams for Change |
| <i>Gang Prevention and Community Response</i> | Services to support community efforts to address the negative impacts of gangs in low-income neighborhoods. | <ul style="list-style-type: none"> • Central: UPAC • N. Inland: Escondido Education Compact • N. Coastal: North County Lifeline |
| <i>Keep 'Em Safe</i> | Child passenger safety training and distribution of car seats to low-income families. | <ul style="list-style-type: none"> • Countywide: Pacific Safety Center |
| <i>Live Well Exchange/Work Readiness Exchange</i> | Targeted training to at-risk populations regarding conflict management and collaborative communication, as well as facilitated Community Circles to support community dialogues around priority issues. | <ul style="list-style-type: none"> • Countywide: National Conflict Resolution Center |
| <i>Resident Leadership Academy (RLA) Coordination</i> | Support of regional RLA efforts through a quarterly convening of RLA practitioners, as well as ongoing technical assistance and training for RLA practitioners. | <ul style="list-style-type: none"> • Countywide: Community Health Improvement Partners |
| <i>Whole Family / 2 Gen (WF2G)</i> | <p>Provide services that ensure a legacy of economic security is passed down from one generation to the next in historically disadvantaged communities.</p> <p>Supports the vision of the County by promoting local community goals that build and support resilient families through various activities and engagements, including linking participants to services that support efforts toward self-sufficiency.</p> | <ul style="list-style-type: none"> • SE Catchment Area: Social Advocates for Youth (SAY) |

For more information on San Diego County's Community Action Partnership please visit http://www.sandiegocounty.gov/hhsa/programs/sd/community_action_partnership/

B-29 Costs

CSBG 26F-5036 Contract Term 01/01/2026 to 04/30/2027

| | |
|-----------------------------|----------------|
| Staffing | |
| Salaries | 509,524 |
| Benefit @ 68.76% (FY 25/26) | 350,349 |
| TOTAL S&B | 859,873 |

| | |
|------------------------------|------------------|
| Services and Supplies | |
| Office supplies | 2,000 |
| Telecom | - |
| IT | 39,500 |
| Contract Costs | 2,474,661 |
| Travel | - |
| Contract ISF | 24,747 |
| Rent | 135,800 |
| Utilities | - |
| Other | 13,195 |
| TOTAL S&S | 2,689,903 |

Membership

| | |
|---------------------------|------------------|
| TOTAL DIRECT COSTS | 3,549,776 |
|---------------------------|------------------|

| | |
|------------------------|----------|
| INDIRECT COSTS | |
| Internal Indirects | - |
| External Indirects | - |
| TOTAL INDIRECTS | - |

| | |
|--------------------------------|-------|
| PROGRAM INDIRECT RATES* | |
| Internal Rate | 0.00% |
| External Rate | 0.00% |

*Contact Fiscal Services, Putheara Khy (619-952-3858) for your program's rates

| | |
|------------------------------|------------------|
| TOTAL COSTS (B20+B26) | 3,549,776 |
|------------------------------|------------------|

| | |
|--------------------------|------------------|
| REVENUE | |
| Direct Revenue Allowed | 3,549,776 |
| Indirect Revenue Allowed | - |
| TOTAL REVENUE | 3,549,776 |

| | |
|---------------------------|----------|
| Unrecovered Direct Cost | - |
| Unrecovered Indirect Cost | - |
| Total B-29 Costs | - |

Revenue Located

| | |
|-----------------|-------|
| Low Org | 46276 |
| Revenue Account | 45637 |

CSBG Agency Profile Public Website Form

Instructions: Please submit this form to CSD on a yearly basis for the purpose of updating CSD's public website. The public website provides valuable information on the type of services offered, service area, and agency contact information for where clients may go to obtain services in California. This form is required even if no changes have occurred. Services are listed on the website according to service area(s)/county. If your agency provides services in more than one county, and if those services are not provided in all counties, complete a separate form for each county. If your agency provides all services in all areas complete one form.

| | | | |
|---|---|----------------------------|----------------------|
| Form Completed By: | Phone Number for Person Completing the Form: | County(ies) Served: | |
| Herminia Ramirez Garcilazo, Chief | (619) 510-1726 | County of San Diego | |
| Agency Name: | Street Address, City, State, Zip: | | |
| County of San Diego, Department of Strategy and Community Engagement, Health & Human Services | 1255 Imperial Avenue, Suite 720, San Diego, CA 92101 | | |
| Website Address: | Main Public Phone Number: | Fax Number: | Office Hours: |
| http://www.sdcountycap.com | (619) 338-2799 **Note: Individuals seeking services should call 211 (dial 211 in San Diego or call (800) 300- | (619) 338-2778 | 8:00 am to 5:00 pm |

Use an X to indicate services are provided within the specified county/area. All the services with checked boxes will be included on the Public Website.

Child/Youth Services:

- Child Care
- Before/after School Program
- Foster care assistance
- Head Start/Early Head Start
- Mentoring
- Tutoring
- Emancipated Youth Services
- School Supplies
- Youth employment

Education Services:

- English Language Proficiency
- High School Certificate/ Diploma
- Post-Secondary education

Emergency Services:

- Food
- Clothing distribution
- Utility assistance
- Rental assistance
- Mortgage assistance
- Legal assistance
- Medical assistance
- Temporary shelter
- Disaster relief
- Transportation assistance
- Violence protection assistance

Employment Services:

- Job skills training
- Resume preparation
- Job seeking resources
- Interview preparation
- Job placement
- Career education services

Food/Nutrition Services:

- Food banks
- WIC
- Food stamps/Cal Fresh
- Obesity education
- Delivery of meals
- Nutrition education

Health Services:

- Screenings
- Vaccinations
- Substance abuse education/counseling
- Dental care
- Mental Health care
- Domestic violence counseling

Homeless Services:

- Shelters
- Drop-in programs
- Transportation services
- Street outreach
- Motel vouchers

Housing Services:

- Eviction assistance
- Foreclosure assistance
- Hotel vouchers
- Mortgage counseling
- Domestic violence shelter
- Transitional housing

Income Management Services:

- Individual development accounts
- Earned Income tax credit
- Financial management
- Banking
- Tax preparation

Senior Services:

- In-home assistance
- Meal Delivery
- Congregate meals
- Holiday food baskets
- Foster grandparents
- Adult day care
- Group recreational or social activities
- Transportation

Transportation Services:

- Bus passes
- Gas vouchers
- Driver's license assistance

Other Services not Listed:

Module 4 Projections (641B)

County of San Diego, HHSa CAP
 Herminia Ramirez Garcilazo, Chief Departmental Operations

| Column A | B | C |
|--|--|---|
| Employment Indicators | Target = Number of participants expected to achieve outcome | Verification Document(s) |
| FNPI 1a. The number of unemployed youth who obtained employment to gain skills or income. | | |
| FNPI 1b. The number of unemployed adults who obtained employment (up to a living wage) | 30 | Invoice/Monthly Progress Report; Pay stub |
| FNPI 1c. The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage). | | |
| FNPI 1d. The number of unemployed adults who obtained and maintained employment for at least 180 days (up to a living wage). | | |
| FNPI 1e. The number of unemployed adults who obtained employment (with a living wage or higher). | | |
| FNPI 1f. The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher). | | |
| FNPI 1g. The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher). | | |
| FNPI 1h. The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits. | | |
| FNPI 1h.1. the number of employed participants who Increased income from employment through wage or salary amount increase. | | |
| FNPI 1h.2. the number of employed participants who increased income from employment through hours worked increase. | | |
| FNPI 1h.3. the number of employed participants who increased benefits related to employment. | | |
| FNPI 1z. The number of individuals _____.: (please specify in box below) | | |
| | | |
| FNPI 1z. Number of employed individuals at risk of losing employment who maintained employment as a result of CAA interventions. | | |
| FNPI 1z. Number of youth who maintained employment for 90 days. | | |
| Education and Cognitive Development Indicators | Target = Number of participants expected to achieve outcome | Verification Document(s) |
| FNPI 2a. The number of children (0 to 5) who demonstrated improved emergent literacy skills. | | |
| FNPI 2b. The number of children (0 to 5) who demonstrated skills for school readiness. | | |
| FNPI 2c. The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills. (auto total). | | |
| FNPI 2c.1. Early Childhood Education (ages 0-5) | | |
| FNPI 2c.2. 1st grade-8th grade | | |
| FNPI 2c.3. 9th grade-12th grade | | |
| FNPI 2d. The number of children and youth who are achieving at basic grade level (academic, social, and other school success skills). (auto total). | | |
| FNPI 2d.1. Ages 0-5 in Early Childhood Education | | |
| FNPI 2d.2. 1st grade-8th grade | | |
| FNPI 2d.3. 9th grade-12th grade | | |
| FNPI 2e. The number of parents/caregivers who improved their home environments. | | |

FNPI 2f. The number of adults who demonstrated improved basic education.

FNPI 2g. The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma.

FNPI 2h. The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.

FNPI 2i. The number of individuals who obtained an Associate's degree.

FNPI 2j. The number of individuals who obtained a Bachelor's degree

FNPI 2z. The number of individuals _____ :: (please specify in box below)

The number of youth that demonstrated improvement in risk taking behaviors thru gang prevention activities.

The number of individuals who have completed a comprehensive training program.

50

Invoice/Monthly Progress Report; Youth that didn't recidivate/reoffend

Income, Infrastructure, and Asset Building Indicators

Target = Number of participants expected to achieve outcome

Verification Document(s)

FNPI 3a. The number of individuals who achieved and maintained capacity to meet basic needs for 90 days.

FNPI 3b. The number of individuals who achieved and maintained capacity to meet basic needs for 180 days.

FNPI 3c. The number of individuals who opened a savings account or IDA.

50

Bank statements

FNPI 3d. The number of individuals who increased their savings.

FNPI 3e. The number of individuals who used their savings to purchase an asset.

FNPI 3e.1. the number of individuals who purchased a home.

FNPI 3f. The number of individuals who improved their credit scores.

50

Credit Report or verification from a lender

FNPI 3g. The number of individuals who increased their net worth.

FNPI 3h. The number of individuals engaged with the Community Action Agency who report improved financial well-being.

FNPI 3z. The number of individuals _____ :: (please specify in box below)

FNPI 3z. Number of individuals who started their own business.

FNPI 3z. Number of individuals who maintained their own business for 180 days.

FNPI 3z. Number of individuals who increased their income from a non-employment source.

FNPI 3z. Number of individuals who reduced their reliance on public subsidies.

FNPI 3z. Number of individuals who reduced debt.

Housing Indicators

Target = Number of participants expected to achieve outcome

Verification Document(s)

FNPI 4a. The number of individuals experiencing homelessness who obtained safe temporary shelter.

10

Sign-in sheets and reports obtained by the provider from the shelters and case managers

FNPI 4b. The number of individuals who obtained safe and affordable housing.

25

Rental contract

FNPI 4c. The number of individuals who maintained safe and affordable housing for 90 days.

FNPI 4d. The number of individuals who maintained safe and affordable housing for 180 days.

FNPI 4e. The number of individuals who avoided eviction.

FNPI 4f. The number of individuals who avoided foreclosure.

FNPI 4g. The number of individuals who experienced improved health and safety due to improvements within their home (e.g. reduction or elimination of lead, radon, carbon monoxide and/or fire hazards or electrical issues, etc).

FNPI 4h. The number of individuals with improved energy efficiency and/or energy burden reduction in their homes.

FNPI 4z. The number of individuals _____ :: (please specify in box below)

FNPI 4z. Number of individuals who improved physical access in their living space (wheel chair ramps, grab bars etc.).

Invoice/Monthly Progress Report; Utility support receipt

FNPI 4z. Number of individuals who avoided a utility shut-off.

50

FNPI 4z. Number of individuals who obtained utilities.

FNPI 4z. Number of individuals whose energy service was restored after disconnection

FNPI 4z. Number of individuals whose Number of individuals whose inoperable home energy equipment was repaired or replaced

Health and Social/Behavioral Development (includes nutrition) Indicators

Target = Number of participants expected to achieve outcome

Verification Document(s)

FNPI 5a. The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).

FNPI 5b. The number of individuals who demonstrated improved physical health and well-being.

FNPI 5c. The number of individuals who demonstrated improved mental and behavioral health and well-being.

FNPI 5d. The number of individuals who improved skills related to the adult role of parents/ caregivers.

FNPI 5e. The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children.

FNPI 5f. The number of seniors (65+) who maintained an independent living situation.

FNPI 5g. The number of individuals with disabilities who maintained an independent living situation.

FNPI 5h. The number of individuals with a chronic illness who maintained an independent living situation.

FNPI 5i. The number of individuals with no recidivating event for six months.

FNPI 5i.1. Youth (ages 14-17)

FNPI 5i.2. Adults (ages 18+)

FNPI 5z. The number of individuals _____ :: (please specify in box below)

Civic Engagement and Community Involvement Indicators

Target = Number of participants expected to achieve outcome

Verification Document(s)

| | | |
|---|-----------|--|
| <p>FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.</p> | <p>80</p> | <p>Monthly data reporting (MPR), attendance reports and/or sign-in sheets from trainings and events Some utilize pre-and post-tests (paper or electronic), pre/post test result reports, Community Improvement Project documentation</p> |
| <p>FNPI 6a.1. the number of Community Action program participants who improved their leadership skills.</p> | <p>80</p> | <p>Monthly data reporting (MPR), attendance reports and/or sign-in sheets from trainings and events Some utilize pre-and post-tests, surveys, survey results report</p> |
| <p>FNPI 6a.2. the number of Community Action program participants who improved their social networks.</p> | <p>80</p> | <p>Monthly data reporting (MPR), attendance reports and/or sign-in sheets from trainings and events Some utilize pre-and post-tests, surveys, survey results report</p> |
| <p>FNPI 6a.3. the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.</p> | <p>80</p> | <p>Monthly data reporting (MPR), attendance reports and/or sign-in sheets from trainings and events Some utilize pre-and post-tests, surveys, survey results report</p> |
| <p>FNPI 6z. The number of individuals _____.: (please specify)</p> | | |



State of California
 Department of Community Services and Development
 Community Services Division
 Work Plan CSD 641
 Rev. 12/10/21

Contract Number: 26F-5036
 Date Submitted: 1/8/2026
 Contract Year: 2026

Contractor Name: County of San Diego, Health and Human Services Agency, Community Action Partnership

Contact Person and Title: Deo Akena, Human Services Program Manager

Phone Number and Ext.: (442) 291-4424

Email Address: Deo.Akena@sdcounty.ca.gov

| Program/Service Name | Program Description | Domain(s) (check all that apply) |
|---|--|---|
| Example: Homeless Care Program | Example: A six bed, 24-hour recuperative care program at Memorial Shelter for homeless clients discharged from the hospital. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Communities in Action and EITC Coordination Services | Communities in Action (CinA) aims to address and eliminate issues of poverty for CSBG eligible individuals and families. The CinA program includes: comprehensive assessments, stabilization supports, income support service navigation, Earned Income Tax Coalition (EITC), financial capability and education/cognitive development training, domestic violence prevention education, and Resident Leadership Academy training and support. | <input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input checked="" type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement |

| | | |
|---|--|--|
| | <p>EITC Coordination Services ensure the design and coordination of the annual EITC campaign, support and volunteer support for Volunteer Income Tax Assistance (VITA) sites, data collection and reporting for San Diego County, and collaboration with the IRS and United Way San Diego.</p> | |
| <p>Click or tap here to enter text.</p> | <p>Click or tap here to enter text.</p> | <ul style="list-style-type: none"> <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| <p>Whole Family/2Gen (WF2G)</p> | <p>The WF2G program services will ensure that a legacy of economic security is passed down from one generation to the next in historically disadvantaged communities. WF2G will support the vision of the County by promoting local community goals that build and support resilient families through various activities and engagements, including linking participants to services that support efforts toward self-sufficiency.</p> | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input checked="" type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement |
| | | <ul style="list-style-type: none"> <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building |

| | | |
|--|--|---|
| | | <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Alternative Dispute Resolution Program | The Alternative Dispute Resolution (ADR) program provides free mediation services for community members in an effort to resolve conflict at at the lowest legal level possible. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Live Well Exchange | Targeted training to at-risk populations regarding conflict management and collaborative communication, as well as facilitated Community Circles to support dialogue around priority issues. | <input type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement |
| Resident Leadership Academy (RLA) Coordination Services | The RLA Coordination Services program assists the County's Health and Human Services Agency by increasing capacity of the RLA network and encouraging civic engagement in disenfranchised communities. Resident-led groups are supported through continuing efforts to effect positive change in neighborhoods by providing technical assistance and support to the RLA network. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement |
| Gang Prevention and Community Response | The Gang Prevention program is an innovative and strategic program that incorporates best practices to address the negative impacts of gang activities on the health, safety and vitality of low-income communities in San Diego county. | <input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement |

| | | |
|-------------------------------------|--|---|
| <p>Keep Em 'Safe program</p> | <p>This program supports child passenger safety through traffic safety education program and distribution of child passenger safety seats. The program includes instruction for properly installing and using child passenger safety restraint systems for children of all ages in compliance with applicable federal safety standards. The Child Passenger Safety Seat "Keep 'Em Safe" Program targets low-income and refugee families whose income is at, or below, two hundred percent (200%) of the Federal Poverty Income Guidelines.</p> | <p><input type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement</p> |
| <p>Child Passenger Safety Seats</p> | <p>Child Passenger Safety Seats</p> | <p><input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement</p> |
| <p>Child Passenger Safety Seats</p> | <p>Child Passenger Safety Seats</p> | <p><input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement</p> |
| <p>Child Passenger Safety Seats</p> | <p>Child Passenger Safety Seats</p> | <p><input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement</p> |

| | | |
|--|---|---|
| <p>1. How many people are you currently serving?</p> | <p>2. How many people are you currently serving?</p> | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| <p>3. How many people are you currently serving?</p> | <p>4. How many people are you currently serving?</p> | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| <p>5. How many people are you currently serving?</p> | <p>6. How many people are you currently serving?</p> | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| <p>7. How many people are you currently serving?</p> | <p>8. How many people are you currently serving?</p> | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| <p>9. How many people are you currently serving?</p> | <p>10. How many people are you currently serving?</p> | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |

| | | |
|----------------------------------|----------------------------------|---|
| Click or tap here to enter text. | Click or tap here to enter text | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Click or tap here to enter text. | Click or tap here to enter text. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Click or tap here to enter text. | Click or tap here to enter text. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Click or tap here to enter text. | Click or tap here to enter text. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Click or tap here to enter text. | Click or tap here to enter text. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Click or tap here to enter text. | Click or tap here to enter text. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement |
| Click or tap here to enter text. | Click or tap here to enter text. | <input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing |

Agency Staff and Board Roster

Programs Administered: CSBG Energy

| | | | |
|-----------------------|---|------------------------------|---------------------------|
| Agency Name: | San Diego HHSA CAP -Community Action Partnership Advise | Contact Email Address: | herminia.ramirezgarcilazo |
| Contact Person: | Herminia Ramirez Garcilazo | Date Submitted: | January 7, 2026 |
| Contact Phone Number: | 619-510-1726 | Total Number of Board Seats: | 15 Primary/10 Alternate |

List the name of each program manager for CSBG and Energy Programs. If there is more than one manager please list them as well i.e. Utility Assistance Program Manager.

This document must be updated within 30 days of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster.

Agency Key Staff

| | Name | Title/Position (Include date of vacancy if applicable) | Address | Phone Number | Email |
|---|-----------------------|--|--|--------------|----------------------------|
| 1 | Carey Riccitelli | Director | 1600 Pacific Highway, P501, San Diego CA 92101-2417 | 619-338-2722 | carey.riccitelli@sdcounty. |
| 2 | Andrew Potter | Additional Authorized signer of the Contract | 1600 Pacific Hwy, Room 402, San Diego, CA 92101 | 619-531-5431 | andrew.potter@sdcounty. |
| 3 | Charissa Japlit | Interim Chief Financial Officer | 1600 Pacific Hwy, Room 206, San Diego, CA 92101 | 619-643-4595 | Charissa.Japlit@sdcounty |
| 4 | Herminia Ramirez Garc | CSBG Program Manager | 1255 Imperial Avenue, Suite 720, San Diego, CA 92101 | 619-510-1726 | herminia.ramirezgarcilazo |
| 5 | | Weatherization Program Manager | | | |
| 6 | | Utility Assistance Program Manager | | | |
| 7 | | Other | | | |

List the name of each board member and identify any board vacancies. In the "Title/Position" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

Board Roster

| | Name | Title/Position (Include date of vacancy if applicable) | Address | Sector | Phone Number | Email |
|---|--------------------|--|---|--------|----------------|--------------------------|
| 1 | Vacant | District 1 (3/30/23) | | P | | |
| 2 | Elana Levens-Craig | District 2 | 10849 Stoney Creek Court, Santee, CA, 92071 | P | (619) 993-7805 | levenscraig@hotmail.com |
| 3 | Destiny Preston | District 3 | 698 Hygeia Avenue, Encinitas, CA 92024 - PO Box | P | (310) 923-2843 | destiny@destinypreston.c |
| 4 | Samantha Jenkins | District 4 | 1113 Manzana Way, San Diego, CA 92139 | P | (858) 733-1549 | sjenkins@sandiego.edu |
| 5 | Vacant | District 5 (6/13/23) | | P | | |
| 6 | Summer Elliott | Vice Chair (CAB) East R | 70 Crestwood Road, Boulevard, CA 91905 | L | (760) 884-9082 | summer@shnwc.org |
| 7 | Vacant | North Central Region - S | | L | | |
| 8 | Vacant | Seat 8 Primary (8/5/25) | | PR | | |

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 08/2016)

| | Name | Title/Position (Include date of vacancy if applicable) | Address | Sector | Phone Number | Email |
|----|-----------------|---|---|---------------|---------------------|--------------------------|
| 9 | Jeannine Nash | Chair (CAB) N.A.T.I.V.E | 280 K Street #17, Chula Vista, CA 91911 | PR | (619) 721-5498 | msjnash@yahoo.com |
| 10 | Janelle Lopez | South Region - Seat 10 | 525 Manzanita Street, Chula Vista, CA 91911 | L | (619) 844-4816 | lopez.janelle@hotmail.co |
| 11 | Hilary Ward | Secretary (CAB) North I | 7256 Cosmit Lane, Jamul, CA 92036 - PO Box 20 | L | (858) 449-3812 | hilary@bc-ct.org |
| 12 | Vacant | Central Region - Seat 1: | | L | | |
| 13 | Jorge Medina | Seat 13 Primary | 7552 Gibraltar Street #105 Carlsbad, CA 92009 | PR | (619) 567-2878 | jorge@serenehealth.com |
| 14 | Vacant | Seat 14 Primary (6/11/24) | | PR | | |
| 15 | Vacant | Seat 15 Primary (7/7/25) | | PR | | |
| 16 | Wilford Smith | Seat 6 Alternate | 8535 Paradise Valley Rd, Unit 46, Spring Valley, CA | L | (619) 653-7264 | wilford1973@gmail.com |
| 17 | Vacant | Seat 7 Alternate | | L | | |
| 18 | Vacant | Seat 8 Alternate (8/27/24) | | PR | | |
| 19 | Maurice Borders | A Positive Choice Health | 6064 Meade Avenue, San Diego, CA 92115 | PR | (619) 862-3659 | mauricetborders@gmail. |

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 09/2016)

| | Name | Title/Position (Include date of vacancy if applicable) | Address | Sector | Phone Number | Email |
|----|--------------|---|---------------------------------------|---------------|---------------------|-------------------------|
| 20 | Vacant | Seat 10 Alternate | | L | | |
| 21 | Vacant | Seat 12 Alternate | | L | | |
| 22 | Greg McGuire | Seat 11 Alternate | 4796 Hillside Dr., Carlsbad, CA 92008 | L | (972) 977-4632 | greg.mcguire@brighterbi |
| 23 | Vacant | Seat 13 Alternate | | PR | | |
| 24 | Vacant | Seat 14 Alternate | | PR | | |
| 25 | Vacant | Seat 15 Alternate | | PR | | |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | | | | | | |

Instructions: Agency Staff and Board Roster (CSD 188)

- Agency Name: Legal entity title as stated on Federal Tax ID Form (STD 204)
- Contact Person: Name, phone number and email of person completing the form
- Programs Administered: Please check each box that applies. For example, if your agency administers both CSBG and Energy, please check both boxes; however, if your agency administers one, check the applicable program box.
- Date Submitted: Enter the date the Agency Staff and Board Roster (CSD 188) form is submitted to CSD.
- Total Number of Board Seats: Enter the total number of Board seats required under your agency Bylaws.

Table 1: Agency Staff

Chief Financial Officer and Program Manager(s) Information: Enter the Chief Financial Officers and Program Manager's information, as well as the executive director's information. If applicable, enter the name of the additional authorized signer of the contract. If applicable, enter additional managers if your Agency has a Program Manager for CSBG, Weatherization or Utility Assistance. For each agency staff provide an address and a contact phone number.

Table 2: Board Roster

Board Member Information: Enter the current Board Chair and board member names, title and sector*. For each board member provide an address other than the Agency's and a contact phone number for each member.

Agency must submit any changes/updates to the Executive Director, Chief Financial Officer, Program Managers and Board Roster (CSD 188) within thirty days of such occurrence(s). The updated form identifying the changes should be submitted electronically to the Contract Services Unit at: contracts2@csd.ca.gov



County of San Diego

SUSAN BRAZEAU
DIRECTOR

Certificate of Self Insurance
DEPARTMENT OF HUMAN RESOURCES
RISK MANAGEMENT

5530 OVERLAND AVENUE, SUITE 210, SAN DIEGO, CALIFORNIA 92123-1261
(858) 694-3800 / FAX (858) 694-3834

This certifies to: Department of Community Services and Development

that the following described Policies have been issued County of San Diego-HHSA/ Community Action Partnership

Description of Operations: Contract #25F-6036 & Contract #26F-5036 - CSBG Revenue Agreements

| <u>Policies and Insurers</u> | <u>Limits</u> | <u>Effective Date</u> |
|---|----------------------------------|----------------------------|
| Fidelity Bond Policy #01-592-87-19 (AIG) | \$ 10,000,000 | 06 /30/ 25 to 06 / 30 / 26 |
| General Liability Policy # N/A | self-inured/ self-administerd | 07 /01/ 25 to 06 / 30 / 26 |
| Automobile Liability Policy # N/A | self-inured/ self-administerd | 07 /01/ 25 to 06 / 30 / 26 |
| Workers' Compensation Policy # N/A | self-inured/ self-administerd | 07 /01/ 25 to 06 / 30 / 26 |

All policies are in effect at this time and will not be cancelled, limited, or allowed to expire without renewal without endeavoring to mail 30 days written notice to the above certificate holder, but failure to mail such notice shall impose no obligation of any kind upon the company.

This Statement is not valid unless signed by an authorized representative of the County of San Diego.

Mindy Ard

Mindy Ard
Human Resources Analyst
County of San Diego

January 6, 2026
Date

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 06, 2025**

MINUTE ORDER NO. 6

SUBJECT: AUTHORIZE ACTIONS RELATED TO THE 2026-2027 COMMUNITY ACTION PLAN AND APPROVE REVISED BY-LAWS (DISTRICTS: ALL)

OVERVIEW

As the region's designated Community Action Agency, the County of San Diego (County) is eligible to receive an annual allocation of federal Community Services Block Grant (CSBG) revenue. CSBG funds local programs that increase economic security for individuals and families, as well as supports civic engagement in low-income communities across all of San Diego County, particularly around addressing barriers to economic inclusion. CSBG revenue is available to California Community Action Agencies each year through a revenue agreement with the California Department of Community Services and Development (CSD), pending the submission of a two-year Community Action Plan. On June 13, 2023 (5), the San Diego County Board of Supervisors (Board) authorized the Clerk of the Board to execute the CSBG revenue agreements for calendar years 2024 and 2025, and any amendments in alignment with the Plan for those same years.

Today's proposed action requests the Board to authorize submission of the 2026-2027 Community Action Plan (Plan) to CSD and accept approximately \$3,550,000 annually in CSBG funding for the periods of January 1, 2026, through December 31, 2026, and January 1, 2027, through December 31, 2027. Today's proposed action also requests Board authorization to execute CSBG revenue agreements and any amendments, and to pursue additional funding opportunities to address barriers to economic inclusion and promote civic engagement in the region's low-income communities. Lastly, today's proposed action requests the Board to approve updates to the Community Action Board By-laws.

The programs outlined in the 2026-2027 Plan support the County vision of a just, sustainable, and resilient future for all, specifically for 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. Allowing the continuation of CSBG-funded programs helps to improve lives by strengthening economic inclusion and civic engagement in low-income communities throughout the region.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Authorize submission of the calendar years 2026 and 2027 Community Action Plan and acceptance of approximately \$3,550,000 annually of Community Services Block Grant funding from the California Department of Community Services and Development, for the periods of January 1, 2026, through December 31, 2026, and January 1, 2027, through December 31, 2027.
2. Authorize the Clerk of the Board, upon receipt, to execute all required revenue agreement documents, including any annual extensions, amendments, and/or revisions thereto that do not materially impact or alter the services or funding level.

3. Authorize the Deputy Chief Administrative Officer, Health and Human Services Agency, to apply for future funding, including grants, supplemental funding and other funding opportunities for programs or projects that address barriers to economic inclusion and promote civic engagement in the region's low-income communities.
4. Approve the revised By-laws for the Community Action Board that incorporates clarifying language for a clear democratic selection process for the representatives of the low-income sector and incorporates Assembly Bill 2449 limited teleconferencing scenarios.

EQUITY IMPACT STATEMENT

The County of San Diego (County) Health and Human Services Agency, Department of Strategy and Community Engagement (DSCE) strives to enhance community engagement and collaboration and devote efforts to meet the needs of underserved communities. The County Community Action Partnership (CAP), within DSCE, is the locally designated Community Action Agency for San Diego County, and addresses identified issues of poverty through Community Services Block Grant (CSBG) funding. CSBG-funded programs advance equity and opportunity for economically disadvantaged communities through the DSCE mission of creating innovative and strategic solutions with our partners for collective impact in creating healthy, safe, and thriving communities.

To utilize CSBG funding, CAP is required to gather community input through a Community Needs Assessment every two years, which utilizes data and information collected to be incorporated into program design and service delivery, to reflect the needs and priorities of the community. Strategies for expanding input during this process include utilizing existing meetings consisting of stakeholders from various sectors, such as the Resident Leadership Academy Council and Regional Community Leadership Team Meetings, leveraging a text messaging campaign supported through County Self-Sufficiency Services for CalFresh recipients, and a series of needs assessment presentations to gather feedback. CSBG funding advances equitable opportunities as information collected through the Community Needs Assessment is made available to community stakeholders for their own use in developing and enhancing programs and services addressing similar needs.

SUSTAINABILITY IMPACT STATEMENT

Today's proposed action supports the County Sustainability Goal #1 of engaging the community, Sustainability Goal # 2 of providing just and equitable access, and Sustainability Goal #4 to protect the health and well-being of everyone in the region. This will be accomplished by engaging the public and providing residents with opportunities for self-sufficiency through the Community Action Board meetings, which facilitate discussion regarding program development and oversight of the biennial Community Needs Assessment. These programs serve to remove barriers from low-income families seeking crisis stabilization services, provides opportunities for equitable access to health resources, and reduces the demand on other County and community services.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year (FY) 2025-26 CAO Recommended Operational Plan for the Health and Human Services Agency. If approved, this request will result in costs and revenue of approximately \$1,775,000 in FY 2025-26, costs and revenue of approximately \$3,550,000 in FY 2026-27 and cost and revenue of \$1,775,000 in FY 2027-28. The funding source is the Community Services Block Grant from the California Department of Community Services and Development. Funds for subsequent years will be included in future Operational Plans. 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 Montgomery Steppe, seconded by Supervisor Desmond, 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



COSD CLERK OF THE BOARD
2026 FEB 6 AM 10:14

County of San Diego

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

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

January 16, 2026

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

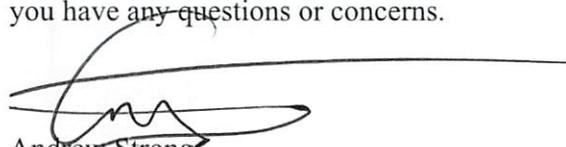
FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

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

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

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

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


Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

*Interoffice one (1) copy to
Rondee Tanciatco at 0-56.*

AS:DB:rt

Attachments: Request for Approval of Revenue Contracts (A&C OFP Form)
Customer Service Agreement for Maintenance of Radio Communications Equipment and Professional Radio Engineering Services

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

| | | | | | |
|-----------------------------|---|-------------|------------------|--------------|-------------|
| Date: | 01/16/2026 | Department: | SHERIFF'S OFFICE | | |
| Contract Begin Date: | 02/01/2026 | End Date: | 02/01/2031 | Grant: | No |
| *Oracle Award #: | 507102 | Org #: | 39496 | Amount: | 3,000.00/yr |
| Contact Person: | RONDEE TANCIATCO | | Phone #: | 858-694-3011 | |
| Contracting Agency/Grantor: | SAN DIEGO HUMANE SOCIETY | | | | |
| Description: | Revenue agreement for maintenance of radio communications equipment and professional radio services on an as needed basis. (3,000/year) | | | | |

- The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: David Brooks Date: 1/16/2026

Approved By:

| | | | |
|-------------------------------|--------------------|-------|-----------------|
| Group Finance Director: | <u>Karen Salva</u> | Date: | <u>1/27/26</u> |
| County Counsel: | <u>Mark Day</u> | Date: | <u>1/28/26</u> |
| Chief Administrative Officer: | <u>[Signature]</u> | Date: | <u>1/27/26</u> |
| Office of Financial Planning: | <u>[Signature]</u> | Date: | <u>2/3/2026</u> |

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

Attachments:

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

| | |
|-----------------|--------------------|
| OFP USE ONLY | |
| Init: <u>TK</u> | OFP#: <u>26-55</u> |



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

| | | |
|--|---|----------------------------------|
| From: Rondee Tanciatco, (858) 694-3011 | Bureau/Division, or Section: Wireless Services Division, O-56 | Date: January 16, 2026 |
|--|---|----------------------------------|

Subject:
Maintenance of Radio Communications Equipment and Professional Radio Engineering
Customer Service Agreement for San Diego Humane Society

| 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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>[Signature]</i> <small>Digitally signed by Gayda Pia, DN: cn=Gayda Pia, o=San Diego County Sheriff's Office, ou=Wireless Services Division, email=gpia@sdsheriff.gov, c=US, Date: 2026.01.16 11:56:54 -0800</small> | | X | | | | | | | | | | |
| 2. David Brooks, Manager, WSD, Sheriff's Office <i>[Signature]</i> <small>Digitally signed by David Brooks, DN: cn=David Brooks, o=San Diego County Sheriff's Office, ou=Wireless Services Division, email=dbrooks@sdsheriff.gov, c=US, Date: 2026.01.16 11:57:49 -0800</small> | | X | | | | | | X | X | | | |
| 3. Karina Galvan, PSG <i>[Signature]</i> | | X | | | | | | | | | | |
| 4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>[Signature]</i> | | X | | | | | | X | | | | |
| 5. Mark Day, Sr. Deputy County Counsel <i>[Signature]</i> | | X | | | | | | X | | | | |
| 6. Toroshinia Kennedy, Office of Financial Planning <i>[Signature]</i> | | X | | | | | | | | | | |
| 7. Andrew Potter, Clerk of the Board <i>[Signature]</i> | | X | | | | | | X | X | | | X |
| 8. | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | |

COMMENTS:
Please email the signed agreement to Rondee Tanciatco @ Rondee.Tanciatco@sdsheriff.gov. Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

January 16, 2026

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

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

CUSTOMER AGREEMENTS FOR RADIO MAINTENANCE AND PROFESSIONAL RADIO ENGINEERING SERVICES

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

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

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

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the agreement.

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

KELLY A. MARTINEZ, SHERIFF

David Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

Customer Agreement for Radio Maintenance and Professional Radio Engineering Services
January 16, 2026
Page 2

DB:RT

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

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

Customer Service Agreement

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

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

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

9th of February, 2026 (To be filled in by Clerk of the Board).
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as SHERIFF, and **SAN DIEGO HUMANE SOCIETY** referred to herein as CUSTOMER.

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

San Diego County Sheriff's Office
Customer Service Agreement for Maintenance of Radio Communications Equipment and Professional Radio
Engineering Services
San Diego Humane Society

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

Points of Contact for Agreement:

Point of Contact Sheriff:

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

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

Point of Contact Customer:

Lance McDermaid
Resource Manager
San Diego Humane Society
5500 Gaines Street
San Diego, CA 92110-2572

Tel No: (619) 335-9511
Email: lmcdermaid@sdhumane.org

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

APPROVAL:

David Brooks

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

Date: 1/16/2026

APPROVAL:

County of San Diego

Andrew Potter
Andrew Potter
Clerk of the Board of Supervisors

Date: 2/9/26

Approved as to form and legality:
San Diego County Counsel

Mark Day

Mark Day
Senior Deputy

Date: 1/28/26

APPROVAL:

Jace Haggren

Signature

Print Name

Chief of Humane Care

Title

SDHS

Agency Name

Date: 1/13/25

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: *J. Val* Date: 2/6/26
Deputy Clerk of the Board Supervisors

Attachment A

San Diego Sheriff's Office
Wireless Services Division

Maintenance Service Fee Price List

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

800 MHz Radio Equipment Maintenance Conditions of Service

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

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

0430002203

PAGE 02

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

MINUTE ORDER NO. 14

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

OVERVIEW:

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

Establishment of RCS Trust Fund

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

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

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

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

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

COUSD CLERK OF THE BOARD
2026 FEB 6 AM 10:14



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

January 26, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH CALIFORNIA STATE UNIVERSITY-SAN MARCOS

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

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

The value of this contract will not exceed \$249,999.00 The exact amount will be determined by the amount of cost for actual usage.

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

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

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

A handwritten signature in black ink, appearing to read "Andrew Strong", with a long horizontal line extending to the right.

Andrew Strong,
Deputy Chief Administrative Officer



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

| | | |
|---|---|----------------------------------|
| From: Rina Molina, (858) 289-9905 | Bureau/Division, or Section: MSB - Contracts Mgt. Procurement | Date: January 26, 2026 |
|---|---|----------------------------------|

Subject:
CSUSM Law Enforcement Agreement (5-year); \$249,999.00

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

COMMENTS.

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

Thank you.

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init: OFF#:



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

January 26, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE CALIFORNIA STATE UNIVERSITY-SAN MARCOS PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a five-year revenue agreement with California State University-San Marcos to provide law enforcement services.

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

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

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink, appearing to read "Dane Gapuz", with a long horizontal stroke extending to the right.

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

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

FOR LAW ENFORCEMENT SERVICES

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

RECITALS

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

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

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

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

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

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

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

AGREEMENT

I. PURPOSE AND INTENT

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

II. SCOPE OF SERVICES

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

A. General

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

1. Requests

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

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

2. Reimbursement

a. SHERIFF shall invoice UNIVERSITY for the actual cost of providing these services. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, UNIVERSITY agrees to pay the increased rates.

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

c. UNIVERSITY agrees to reimburse SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

d. UNIVERSITY, within thirty (30) business days from date of invoice, shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the agreed upon services.

B. Emergencies

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

III. TERM OF AGREEMENT

A. Term

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

provisions in Section III. B. below.

B. Termination

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

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

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

B. Performance Standards

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

1. General

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

2. Media

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

C. Assignment of Personnel

1. Sheriff's Responsibility

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

2. Staff Assignments

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

3. Liability for Payment of Wages

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

D. Vehicles, Equipment, and Supplies

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

E. Contract Administration

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

V. DEFENSE AND INDEMNIFICATION

A. Indemnification Related to Workers' Compensation and Employment Issues

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

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

B. Defense And Indemnity: Acts And Omissions

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

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

proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. UNIVERSITY shall notify COUNTY promptly of any claim, action, or proceeding and cooperate fully in the defense.

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

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

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

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

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

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

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

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

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

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

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

5. **Joint Defense**

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

VI. **GENERAL PROVISIONS**

A. **Independent Contractor Status**

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

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

B. Notices

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

To SHERIFF:

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

To: UNIVERSITY

CHIEF OF POLICE
California State University, San Marcos
425 La Moree Road
San Marcos, CA 92078

PROCUREMENT & CONTRACTS
California State University, San Marcos
425 La Moree Road
San Marcos, CA 92078

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

C. Time of the Essence

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

D. Amendments

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

E. Entire Agreement

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

F. Construction

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

G. No Third Party Beneficiaries

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

H. Waiver

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

I. Authority to Enter Agreement

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

J. Cooperation

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

K. Counterparts

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

L. Severability

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

M. Representation

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

N. Job Actions

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

O. Dispute Resolution Concerning Services and Payment

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

P. Obligation

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

Q. Insurance

The County and University are both self-insured.

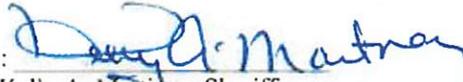
IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

**CALIFORNIA STATE UNIVERSITY
SAN MARCOS**

By: 
Lindsay Swensen, Director

Date: 01/20/2026

SAN DIEGO COUNTY SHERIFF'S OFFICE

By: 
Kelly A. Martinez, Sheriff

Date: 1/20/2026

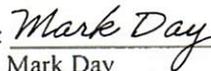
COUNTY OF SAN DIEGO

By: 
Andrew Potter
Clerk of the Board of Supervisors

Date: 2/9/26

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 2/16/26
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY

By: 
Mark Day
Supv. Dep County Counsel

Date: 1/28/26

Attachment A

Printed 9/5/2025

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

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

Vehicle Rates

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

Footnote Explanations:

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

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



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

January 20, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

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

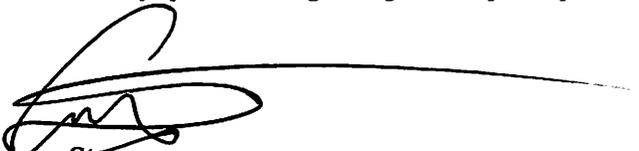
Enclosed is a ten-year revenue agreement with the Southwestern Community College District and the County of San Diego, Sheriff's Office, for Emergency Vehicle Operation Course training services.

The value of this contract will not exceed \$249,999.00 The exact amount will be determined by the amount of cost for actual usage.

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

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

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



Andrew Strong,
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

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

Department Approval:

Approved By:

Group Finance Director: Date:
County Counsel: Date:
Chief Administrative Officer: Date:
Office of Financial Planning: Date:

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

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

OFP USE ONLY
Init: OFP#

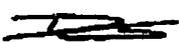


San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

| | | |
|---|---|----------------------------------|
| From: Rina Molina, (858) 289-9905 | Bureau/Division, or Section: MSB - Contracts Mgt. Procurem ^g | Date: January 20, 2026 |
|---|---|----------------------------------|

Subject:
Memorandum of Agreement between the San Diego Sheriff's Office and Southwestern College District for EVOC Training; \$249,999.00

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

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

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

January 20, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE SOUTHWESTERN COMMUNITY COLLEGE DISTRICT PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Human Resource Services Bureau is entering into a ten-year revenue agreement with Southwestern Community College District to provide Emergency Vehicle Operation Course (EVOC) Training services..

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

This contract supports the County's 2025-2030 Strategic Plan Initiatives of Empower and Community by investing in our workforce and operations at the Sheriff's Emergency Vehicle Operation Course (EVOC) and ensuring that County first responders and public safety personnel are able to safely and expertly drive in response to an emergency or call for service.

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN DIEGO SHERIFF'S OFFICE AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EMERGENCY VEHICLE OPERATIONS CENTER**

This agreement (14866.25) is entered into between the San Diego County Sheriff's Office ("SDSO"), and Southwestern Community College District ("SCCD") and shall become effective on the latter of the dates signed by the parties.

RECITALS

- A. The San Diego Sheriff's Office teaches a P.O.S.T. approved Emergency Vehicle Operations Course (EVOC) at a 40-acre training facility called the Emergency Vehicle Operations Center located at 7361 Otay Mesa Road, San Diego, California. (See Exhibit A)
- B. SCCD is a public entity that desires permission to allow their students to attend a 5-day Emergency Vehicle Operation Course (LD-19).
- C. The San Diego Sheriff's Office has determined that this purpose is in the public interest of promoting public safety and will not substantially conflict or interfere with the Sheriff's operations at the Emergency Vehicle Operations Center.
- D. The San Diego Sheriff's Office would like to grant permission to SCCD students to attend the Emergency Vehicle Operations Course subject to the following terms and conditions.

AGREEMENT

1. **Course.** The classroom lecture and practical application of the training course provide students with a Police Officer Standards and Training (P.O.S.T.) approved course to satisfy the requirements of the Southwestern Police Academy curriculum.
2. **Use.** SCCD students are hereby given permission to attend the Emergency Vehicle Operation Course for training purposes to obtain a P.O.S.T. certificate only upon the terms and conditions contained in this agreement. All students shall complete a San Diego Sheriff's Office Release and Waiver of Liability as a condition of use.
3. **Term.** The term ("Term") of this Agreement shall commence upon execution of this agreement ("Commencement Date") and shall expire ten (10) years from the Commencement Date unless earlier terminated by SDSO or SCCD upon ten (10) days' written notice to the other party.
4. **Classroom/Course Reservations.** SCCD shall request in writing the specific days and specific times that they prefer for the EVOC course each year. Written requests shall be e-mailed to the Emergency Vehicle Operations Center ("EVOC") Sergeant Daniel Gutierrez at EVOC@sdsheriff.org or made by telephone at 858-285-2010.

Sheriff's Office will provide a written confirmation of a reservation, provided the Facility is available for use on the days and times requested. If the days and times requested are not available, notification will be provided to SCCD with suggested times when the course may be presented. SCCD agrees and understands that the course may be reserved only if the

Facility is not in use by County or other parties.

5. **Fees.** Each student shall pay fees for participation in the course as detailed in Exhibit B. The fees will be paid by the student prior to any participation. The Sheriff's Office reserves the right to revise the fee at any time during the Term. The Sheriff's Office shall provide ninety (90) days' written notice to SCCD of any change to the fee schedule. (See Exhibit B)
6. **SDSO Use of Facility.** SDSO reserves the right to use the Facility at all times and to close the Facility during times of emergency or when needed for SDSO or County activities.
7. **Compliance with Laws.** SCCD shall comply with all federal, state and local laws, statutes, ordinances, rules or regulations, orders, covenants, restrictions of record, and requirements, including all provisions of the Occupational Safety and Health Act of 1979 ("Act") and all amendments to the Act, that apply to their students during their participation in the course.
8. **Safety.** SCCD students who do not follow the course safety rules may be released from the training course and will not receive a refund.
9. **Safety Policy of this Agreement.** (See Exhibit C)
10. **Indemnification.** SDSO and the County of San Diego shall not be liable for, and SCCD shall defend and indemnify County and County's elected officials, officers, employees and agents (collectively "County Parties") against, any and all claims, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively "Claims"), related to this Agreement, including their students' use of the Facility, and arising either directly or indirectly from any act, error, omission or negligence of SCCD or its students, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. SCCD shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole negligence or willful misconduct of SDSO.

11. Insurance.

- a) An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring SCCD against liability for bodily injury, personal injury or property damage arising out of or in connection with agreement, their agents, representatives, employees or subcontractors performance of work or service under this agreement of not less than TWO-MILLION DOLLARS (\$2,000,000) per occurrence and FOUR-MILLION DOLLARS (\$4,000,000) general aggregate. The San Diego Sheriff's Office, County of San Diego and County's officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to SCCD's insurance.
- b) Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than ONE-MILLION DOLLARS (\$1,000,000) each accident.

- c) Statutory Workers' Compensation, as required by State of California and Employer's Liability at ONE-MILLION DOLLARS (\$1,000,000) each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Diego Sheriff's Office, County of San Diego.
- d) Certificates of insurance provided by SCCD must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions.

12. **Notices.** Any notice, other than the Facility reservations described in Section XX of this agreement, that is required or permitted to be given pursuant to this agreement shall be written and shall be effective (i) when personally delivered to the recipient, or (ii) on the third business day after being sent by the United States Postal Service, postage prepaid and addressed to the party as follows:

If to San Diego Sheriff:

Attention: Daniel Gutierrez
SAN DIEGO SHERIFF'S OFFICE
Emergency Vehicles Operations Center
7361 Otay Mesa Road,
San Diego, California 92154

If to SCCD:

Attention: David Espiritu
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
8100 Gigantic Street,
San Diego, CA 92154

If SCCD's contact information changes during the term of this agreement, SCCD shall notify SDSO in writing within five (5) business days of the change.

- 13. **Assumption of Risk and Release.** SCCD, by accepting this agreement, expressly acknowledges that use of the Facility creates a risk of personal injury and property damage. SCCD assumes all risk of injury to any person or property arising out of SCCD's use of the Facility, and fully releases, waives, agrees not to make any Claim, or to sue SDSO or County, and forever discharges SDSO or County and County's elected officials, officers, employees, and agents from any Claims arising from entry upon or use of the Facility.
- 14. **Entire Agreement.** This Agreement constitutes the entire agreement between SDSO and SCCD with respect to the subject matter of this agreement, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- 15. **Interpretation.** This agreement shall be governed by the laws of the State of California. However, the provisions of this agreement shall be strictly construed.
- 16. **Authority to Sign.** SCCD represents and warrants that SCCD has full power and authority to

execute and fully perform SCCD's obligations under this agreement without the need for any further action, and that the person executing this agreement on behalf of SCCD is the duly designated agent of SCCD and is authorized to act on behalf of SCCD.

17. **Exhibits.** All exhibits referred to in this agreement are attached and incorporated into this agreement by reference.

18. **Effective Date.** SDSO and SCCD have executed this agreement as of the day and year written below. This agreement shall be effective as of the date of its execution.

19. **Counterparts; Electronic Transmittal; Electronic Signatures.** This agreement may be executed in counterparts, and SDSO and SCCD agree that each counterpart shall constitute one agreement binding on SDSO and SCCD, notwithstanding that SDSO and SCCD are not signatory to an original or same counterpart. Executed counterparts of this agreement may be transmitted electronically, and SDSO and SCCD agree that each counterpart of a fully executed agreement that is transmitted electronically via pdf attachment, shall be binding as if the signatures transmitted electronically, were original signatures. This agreement may be executed using electronic signatures, and SDSO and SCCD agree that each electronic signature shall have the same legal effect and enforceability as a manually executed signature to the extent provided for in the Uniform Electronic Transactions Act codified in State of California Civil Code Sections 1633.1 - 1633.17.

We the undersigned, as authorized representatives of the Southwestern Community College District, and the San Diego Sheriff's Office do hereby approve this MOU.

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Signed by
By: Rosalinda Hernandez
Rosalinda Hernandez

Date: 1/5/2026 | 4:49 PM PST

SAN DIEGO COUNTY SHERIFF'S OFFICE

By: [Signature]
Kelly A. Martinez, Sheriff

Date: 1/15/26

COUNTY OF SAN DIEGO

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

Date: 1/27/26

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: [Signature] Date: 1/27/26
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
Mark Day, Sr. County Counsel

EXHIBIT "A"
FACILITY MAP
Location Map

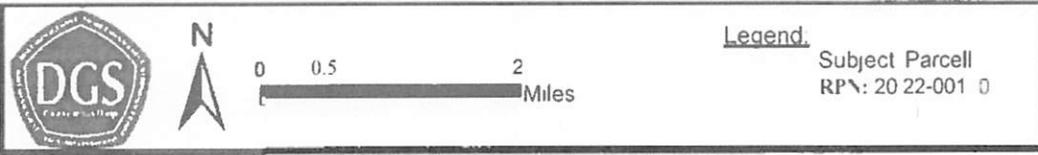
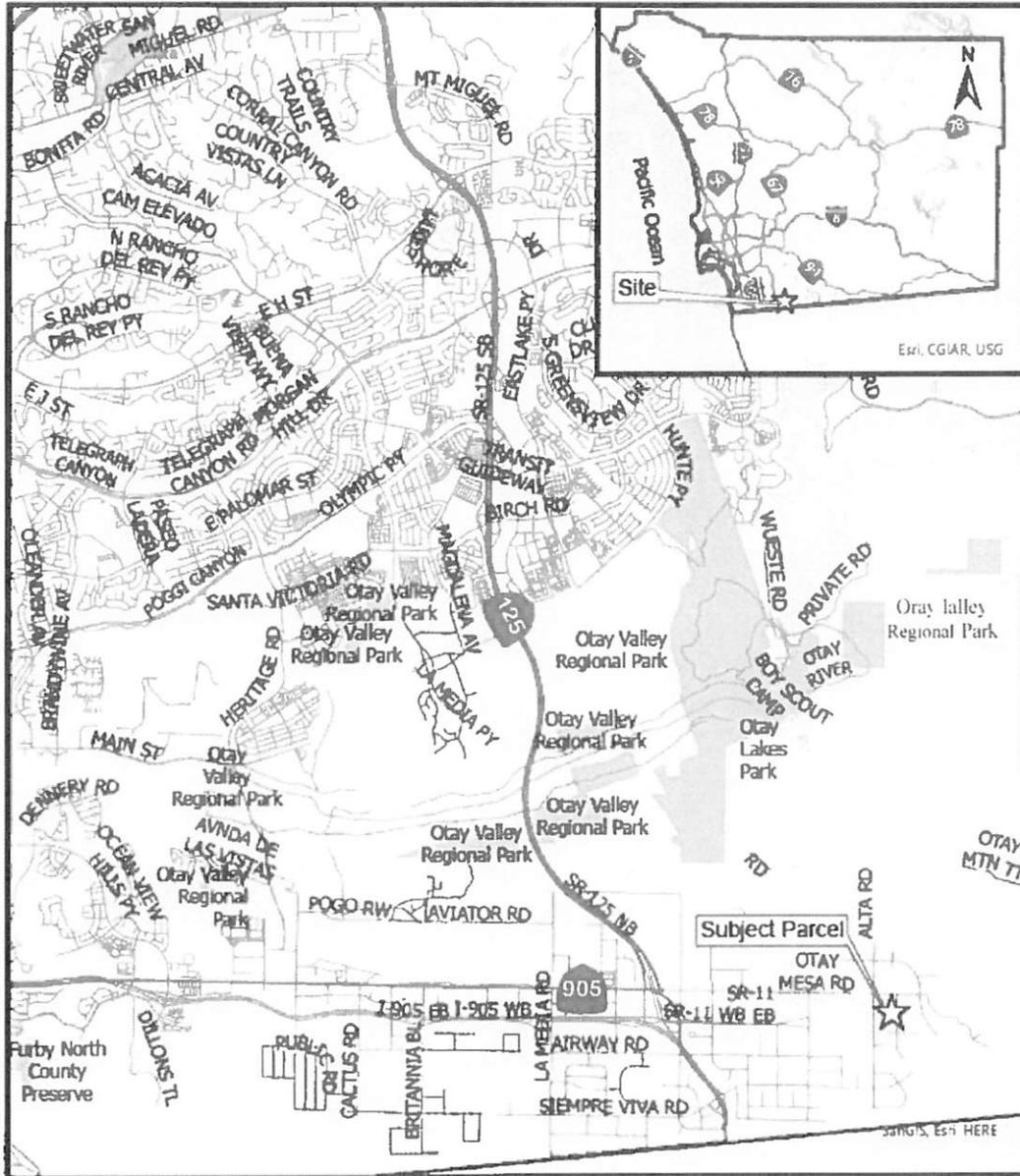


EXHIBIT "A"
FACILITY MAP
Site Map



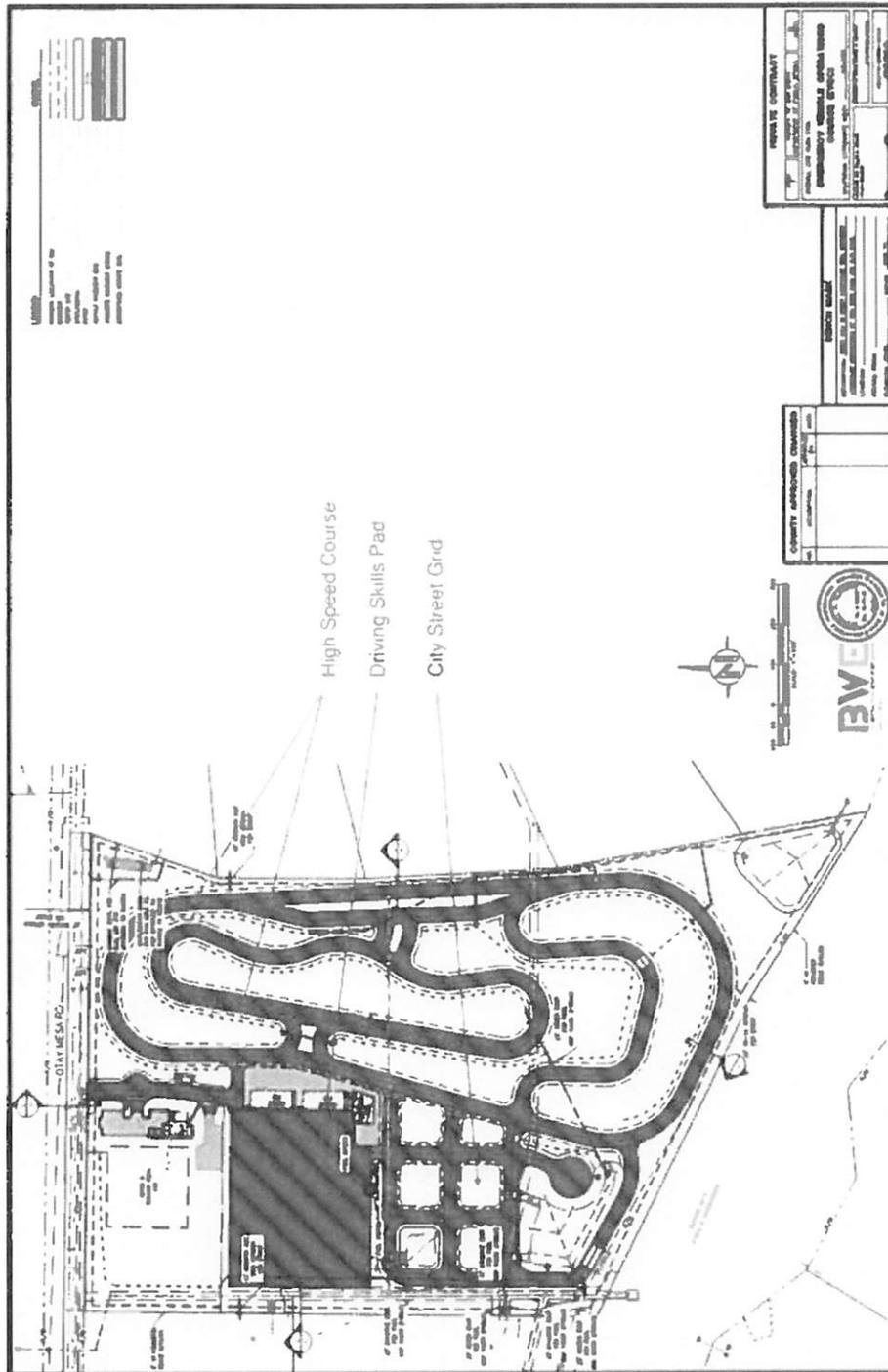
Data layers that appear on this map may or may not be accurate, current, or up-to-date. This map is not to be used for navigation.

 **N**
A

250 500 1,000 Feet

Legend:
Su bject Parcel
AIPN: 648-11711-1 8
RPN: 20i22-0010

EXHIBIT "A"
FACILITY MAP
Site Plan



|

EXHIBIT "B"
FEE SCHEDULE

EMERGENCY VEHICLE OPERATIONS CENTER EFFECTIVE 9/22/2025

| STRUCTURED TRAINING EVENTS | Cost |
|---|---|
| Emergency Vehicle Operation Course (5-day Course) | \$1.000 per Student Paid by student prior to the course. |

Revised 9/22/2025

EXHIBIT "C"
RULES AND REGULATIONS

The use of the EVOC Facility is subject to the rules and regulations below, which is subject to change during the Term of this Agreement. Any changes will be communicated by San Diego Sheriff's Office personnel at the office at the time when appointments are made and/or at check-in for facility use.

1. All students shall report to training staff prior to driving.
2. All students shall read and acknowledge the safety rules.
3. All students shall check out with the office prior to leaving the Facility.
4. All damage and injuries must be reported to the office as soon as possible but no later than the end of the training day.
5. All students, employees, guests, and invitees shall not repair vehicles while at the facility. If a fuel spill or oil leak occurs, notify staff immediately for proper hazmat cleaning and disposal.

Structured Training Events

To reserve student participation in an Emergency Vehicle Operations Course, SCCD must:

1. Contact the EVOC's scheduling office to check availability at 858-285-2010.
2. Submit a request via email at EVOC@sdsheriff.org or to 858-285-2010

EXHIBIT "D"
COURSE SAFETY POLICY

It is the responsibility of the Sheriff's Lead Instructor, Facility staff and All Students to ensure a safe training environment by enforcing and obeying the following safety guidelines:

General Safety Rules

1. Safety is everyone's responsibility.
2. Authorization to use the Facility in this agreement is restricted to SCCD Students.
3. Signing in and out at the EVOC office is mandatory.
4. No person under the age of 18 may enter the Facility without prior authorization of Facility staff.
5. Any person displaying symptoms of intoxication will not be allowed at the Facility. Any person using prescription drugs must report prescription drug usage to the EVOC Safety Officer or Facility staff prior to using the track. EVOC staff reserves the right to question an individual's sobriety or ability to operate a vehicle and to deny access to the Facility at Facility staff's sole and absolute discretion. The individual will be released to a competent guardian and shall leave the Facility.
6. Smoking is not allowed at the Facility.
7. Pursuant to Section XX and Section XX of this agreement, all damage must be promptly reported to the EVOC office.
8. All injuries must be reported to the personnel in the office immediately. Any response to medical emergencies shall be in compliance with the "Medical Response Procedures" set forth in the San Diego County EVOC Policy & Procedures Manual.
9. No dogs are allowed at the Facility, except for law enforcement or military canines secured within law enforcement or military vehicles. Dogs shall not leave a vehicle while at the Facility. No "breaking" of a dog will be allowed at the Facility.
10. All vehicles will be driven in a safe and reasonable manner.

In addition to the general safety rules, the following rules apply to the use of the specified

courses:

High Speed Course

1. Sections of the course may be blocked off by cones. Only Sheriff's personnel are authorized to open the area. If you need access, notify Sheriff's staff.

Skills Pad

1. Designated for slow speed maneuvers, do not exceed 30 mph.
2. No burnouts.

City Street Grid

1. Obey all stop signs on the course.
2. Do not drive through areas closed off with traffic cones or barriers.