



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 6, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE RODEO EVENT

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

Enclosed is a revenue agreement with the Rodeo Event and the County of San Diego, Sheriff's Office, for law enforcement security services for Ramona Spanish Rodeo, on October 11, 2025 to November 16, 2025.

The value of this contract will not exceed \$14,082.90 The exact amount will be determined by the amount of cost for actual usage.

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

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

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

A handwritten signature in black ink, appearing to be "Andrew Strong", written over a horizontal line.

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: 10/6/25 Department: SHERIFF

Contract Begin Date: 10/11/25 End Date: 11/16/25 Grant: NO

*Oracle Award #: 509683 Org #: 39760 Amount: \$14,082.90

Contact Person: Rina Molina Phone #: (858) 289-9905

Contracting Agency/Grantor: Rodeo Event

Description: Law Enforcement Security Services for Ramona Spanish Rodeo.

- ☒ 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:

Dane Gapuz

Date: 10/06/2025

Approved By:

Group Finance Director:

Karina Galvan

Date: 10-6-25

County Counsel:

Mark Day

Date: 10/8/25

Chief Administrative Officer:

[Signature]

Date: 10-8-25

Office of Financial Planning:

[Signature]

Date: 10/8/2025

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

Attachments:

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

OFP USE ONLY

Init:

TK

OFP#:

26-35



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 6, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE RODEO EVENT PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Rodeo Event to provide law enforcement security services for Ramona Spanish Rodeo on October 11, 2025 to November 16, 2025

The value of this contract will not exceed \$14,082.90. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Office, Contracts Division



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

From: Rina Molina, (858) 289-9905		Bureau/Division, or Section: MSB- Contracts Mgt. Procurement					Date: October 6, 2025						
Subject: Reimbursable Services Agreement- THE RODEO EVENT, RAMONA SPANISH RODEO on October 11, 2025 to November 16, 2025- \$14,082.90.													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <i>DG</i>			X										
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>			X						X				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i>			X						X				
4. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>			X		/				X				
5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>			X						X				
6. Andrew Potter, Clerk of the Board <i>AP</i>			X						X				X
7.													
8.													
9.													
10.													
COMMENTS: Please email signed copy to Rina Molina@ Rina.Molina2@sdsheiff.gov and return the two (2) signed copies of the agreement to Rina, Contracts Mgt. Procurement, Mail Stop: 041 Thank you.													

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE RODEO EVENT, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #29**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 16th day of September 2025 by and between the Rodeo Event (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Ramona Spanish Rodeo.
2. The term of this Agreement shall commence on October 11, 2025, at 2:00PM, and shall continue in effect through and terminate after November 16, 2025, at 10:00PM.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Roller, (619) 481-8918.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

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

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

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

To REQUESTOR:

Rodeo Event
Event: Ramona Spanish Rodeo
1374 San Vicente Road
Ramona CA 92065
POC: Fernando Ramirez
(949) 382-5106
fr3888669@gmail.com

To SHERIFF:

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

FERNANDO RAMIREZ
RODEO EVENT

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Fernando Ramirez
Signature Title/Rank

Fernando Ramirez
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

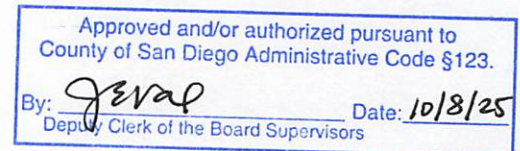
Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Andrew Potter
Signature- Clerk of the Board

Andrew Potter
Print Name



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

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
10/11/2025					
Deputy	4	7.5		\$ 179.46	\$ 5,383.80
Sergeant	1	7.5		\$ 221.02	\$ 1,657.65
11/16/2025					
Deputy	4	7.5		\$ 179.46	\$ 5,383.80
Sergeant	1	7.5		\$ 221.02	\$ 1,657.65
					\$ -
				Sub-Total	\$ 14,082.90
				TOTAL	\$ 14,082.90
				TOTAL ESTIMATED COSTS	\$ 14,082.90
*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPPORT <u>AND</u> OVERHEAD.					
Deposit Required	\$ 3,520.00				

COSD CLERK OF THE BOARD
2025 OCT 8 PM 4:03



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 6, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF MEMORANDUM OF AGREEMENT WITH THE SAN DIEGO GAS & ELECTRIC

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 memorandum of agreement with the San Diego Gas & Electric and the County of San Diego, Sheriff's Office, for video production services for Gas Filled Occupancy Training for Public Safety.

The value of this contract will not exceed \$5,000.00 The exact amount will be determined by the amount of cost for actual usage.

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

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

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



Andrew Strong,
Deputy Chief Administrative Officer



San Diego County SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

From: Rina Molina, (858) 289-9905		Bureau/Division, or Section: MSB- Contracts Mgt. Procurement					Date: October 6, 2025						
Subject: Memorandum of Agreement with San Diego Gas & Electric for Gas Filled Occupancy Training for Public Safety - \$5,000.00.													
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 Manager <i>DG</i>		X										
2.	Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>		X						X				
3.	Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i>		X						X				
4.	Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
5.	Toroshinia Kennedy, Office of Financial Planning <i>JK</i>		X						X				
6.	Andrew Potter, Clerk of the Board <i>AP</i>		X						X				X
7.													
8.													
9.													
10.													
COMMENTS:													
Please email signed copy to Rina Molina@ Rina.Molina2@sdsheriff.gov and return one (1) signed copy of the agreement to Rina, Contracts Mgt. Procurement, Mail Stop: 041													
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: 10/6/25 Department: SHERIFF

Contract Begin Date: 10/17/25 End Date: 1/31/26 Grant: NO

*Oracle Award #: 509376 Org #: 39405 Amount: \$ 5,000.00

Contact Person: Rina Molina Phone #: (858) 289-9905

Contracting Agency/Grantor: San Diego Gas & Electric

Description: Video production for Explosions in Gas Filled Occupancy Training for Public Safety.

- ☒ 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:

Dane Gapuz

Date: 10/07/2025

Approved By:

Group Finance Director:

Karina Galvan

Date: 10/7/2025

County Counsel:

Mark Day

Date: 10/8/25

Chief Administrative Officer:

[Signature]

Date: 10/3/25

Office of Financial Planning:

Angeline Sanchez

Date: 10/8/2025

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

Attachments:

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

OFP USE ONLY

Init:

TK

OFP#

26-36



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 6, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

MEMORANDUM OF AGREEMENT WITH THE SAN DIEGO GAS & ELECTRIC PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office is entering into a memorandum of agreement with the San Diego Gas & Electric to provide video production services for the Gas Filled Occupancy Training for Public Safety.

The value of this contract will not exceed \$5,000.00. 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.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

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>	<u>San Diego Gas & Electric</u>
Dane F. Gapuz Contracts & Grants Manager 9621 Ridgehaven Court San Diego, CA 92123 (619) 851-4943 Dane.Gapuz@sdsheriff.org	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

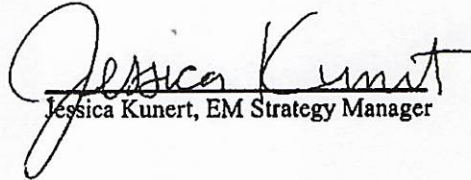
held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.

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.

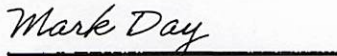
SAN DIEGO SHERIFF'S OFFICE


Kelly A. Martinez, 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





HEALTH AND HUMAN SERVICES AGENCY

1600 PACIFIC HIGHWAY, ROOM 206, SAN DIEGO, CALIFORNIA 92101-2417
(619) 515-6555

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

September 10, 2025

COSD CLERK OF THE BOARD
2025 SEP 15 PM4:42

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, Deputy Chief Administrative Officer
Health and Human Services Agency

**EXECUTION OF REVENUE AGREEMENT OP26004 WITH THE STATE OF CALIFORNIA,
OFFICE OF TRAFFIC SAFETY**

Pursuant to Administrative Code section 123, enclosed is a copy of the revenue agreement with the State of California, Office of Traffic Safety (OTS) for the Child Passenger Safety Program for your execution. The revenue agreement provides funding in the amount of \$250,000.00 for the term of October 1, 2025, to September 30, 2026.

The funding will be utilized to promote child vehicle safety in the San Diego region through the Keep 'Em Safe education program and distribution of child safety car seats to reduce child passenger injuries and fatalities. This supports the *Live Well San Diego* vision by providing integrated services to increase the safety of residents.

A waiver of Board Policy B-29, Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery, is requested as the benefits to the community far outweigh the unreimbursed costs of \$2,500.00. The unreimbursed costs are being funded by General Purpose Revenue.

OTS is executing all grant agreements with electronic signatures. We will be submitting to your office an electronic copy of the grant agreement and requesting your e-signature.

If you have any questions on this matter, please call Herminia Ramirez at (619) 510-1726.

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer

KG/hr
Attachments

**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 Riccitelli, Carey
Date: 2025.09.03 11:31:01 -07'00' Date:

Approved By:

Group Finance Director:		Date:
County Counsel:	Anjana.Pottathil@sdcounty.ca.gov Digitally signed by Anjana.Pottathil@sdcounty.ca.gov Date: 2025.09.04 15:02:52 -07'00'	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

OFP USE ONLY	
Init:	OFP#:

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

Date:	8/22/25	Department:	Strategy and Community Engagement		
Contract Begin Date:	10/1/25	End Date:	9/30/26	Grant:	Yes
*Oracle Award #:	506819	Org #:	46505	Amount:	\$250,000
Contact Person:	Tina Bagic			Phone #:	619-380-0005
Contracting Agency/Grantor:	Office Of Traffic Safety				
Description:	Child vehicle safety education and child safety car seats to low-income population.				

☐ 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:	Riccitelli, Carey	Digitally signed by Ricitelli, Carey Date: 2025.09.03 11:31:01 -0700	Date:	
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Approved By:

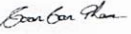
Group Finance Director:	Amy Thompson	Digitally signed by Amy Thompson Date: 2025.09.03 21:41:46 -0700	Date:	
County Counsel:	see attached		Date:	
Chief Administrative Officer:	<i>[Signature]</i>		Date:	09/10/25
Office of Financial Planning:	<i>[Signature]</i>		Date:	9/12/2025

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

Attachments:

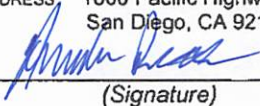
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFF USE ONLY	
Init: TK	OFF#: 26-21

1. GRANT TITLE Child Passenger Safety Program	
2. NAME OF AGENCY San Diego County Health & Human Services Agency - CAP	3. Grant Period From: 10/01/2025 To: 09/30/2026
4. AGENCY UNIT TO ADMINISTER GRANT Community Action Partnership	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving children under the age of eight years old. The funded strategies may include education, child safety seat check-ups, community events, presentations, and training. Other countermeasures may include properly fitting child safety seats, providing educational materials, and the distribution of child safety seats. Efforts should be conducted in underserved communities and coordinated in collaboration with community-based organizations.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$250,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) - Exhibit A – Certifications and Assurances - Exhibit B* – OTS Grant Program Manual - Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Carey Riccitelli TITLE: Director, Agency Operations EMAIL: carey.riccitelli@sdcounty.ca.gov PHONE: (619) 515-6574 ADDRESS: 1255 Imperial Avenue, Suite 730 San Diego, CA 92101  Oct 10, 2025 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Andrew Potter Clerk of the Board of Supervisors andrew.potter@sdcounty.ca.gov (619) 531-5431 1600 Pacific Highway, Room 402 San Diego, CA 92101  Oct 10, 2025 _____ (Signature) (Date)
C. FISCAL OFFICIAL ADDRESS: Toan (Tony) Pham Revenue & Budget Manager toan.pham@sdcounty.ca.gov (619) 481-1810 1255 Imperial Avenue, Suite 618 San Diego, CA 92101  Oct 10, 2025 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Stephanie Dougherty Director stephanie.dougherty@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  Oct 10, 2025 _____ (Signature) (Date)

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
OP26004

1. GRANT TITLE Child Passenger Safety Program	
2. NAME OF AGENCY San Diego County Health & Human Services Agency - CAP	3. Grant Period From: 10/01/2025 To: 09/30/2026
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C. FISCAL OFFICIAL NAME: Toan (Tony) Pham TITLE: Revenue & Budget Manager EMAIL: toan.pham@sdcounty.ca.gov PHONE: (619) 481-1810 ADDRESS: 1255 Imperial Avenue, Suite 618 San Diego, CA 92101 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive Suite 300 Sacramento, CA 95758 _____ (Signature) (Date)

Anjana.Pottathil@sdcounty.ca.gov
Digitally signed by Anjana.Pottathil@sdcounty.ca.gov
Date: 2025.09.10 16:06:33 -0700

9/9/2025 1:08:42 PM

County Counsel

Page 1 of 18

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 9/16/2025
Deputy Clerk of the Board Supervisors

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM#: ZGGDMNHLDLB4 REGISTERED ADDRESS: 5500 Overland Ave, Suite 410 CITY: San Diego ZIP+4: 92123-1202
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405b OP-26	20.616	0521-0890-101	2025	04/25	BA/25	\$250,000.00
				AGREEMENT TOTAL		\$250,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$250,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$250,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			
 Carolyn Vu Oct 10, 2025 54:01:31 PDT			Oct 10, 2025			

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: ZGDMNHLDLB4 REGISTERED ADDRESS: 5500 Overland Ave, Suite 410 CITY: San Diego ZIP+4: 92123-1202
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				AGREEMENT TOTAL		\$250,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT \$250,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE \$250,000.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Every day across America, parents and caregivers drive young children around town, to and from school, daycare, and the store in car seats and boosters. Yet nearly half of all car seats are installed incorrectly, which means your child may not be traveling as safely as possible. Injuries and deaths resulting from car crashes have devastating impacts on lives and communities, especially when children are involved. Motor vehicle crashes continue to be one of the leading causes of death for children ages 1 to 13 in the United States accordingly to the National Highway Traffic Safety Administration (NHTSA). The objective of the Child Passenger Safety Seat Program is to address the critical issues providing comprehensive education, resources, and support to families within the County of San Diego. According to data, San Diego County reported 13,420 crashes in 2023, ensuring the proper use and installation of car seats and boosters are essential. When a child is seated in a properly installed car or booster seat that is most appropriate for the child's age, development, and height, many of these fatalities and injuries can be prevented.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

The issue to be addressed is the education, knowledge and resources that are needed to bring awareness to the community regarding the car seat safety for children during vehicle transportation. When installed correctly, car seats and boosters are one of the easiest ways to keep children safe. NHTSA estimates that controlling the driver seat belt use and the child's seating position car seats can reduce the risk of fatal injuries in a crash by 71% for infants and 54% for toddlers. Many Americans understand the lifesaving value of the seat belt - the national use rate was at 90.7% in 2023. In addition, the Centers for Disease Control (CDC) surveillance summary highlights proper car seat, booster seat, and seat belt use among children prevents injuries, decreases deaths, and reduces hospital charges. It also confirms that parents often transition children to the next, less protective, stage of child passenger restraint too soon.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The objective of the car seat safety program is to address critical issues by providing comprehensive resources, education, and support. When installed correctly, car seats and boosters are one of the easiest ways to keep children safe. The program aims to enhance child passenger safety through community outreach, workshops, and partnerships with local community partners. By fostering a culture of safety and awareness, the program seeks to protect the most vulnerable members of our community, children, while traveling in vehicles.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of vehicle occupants killed under age eight.
4. Reduce the number of vehicle occupants injured under age eight.
5. Increase child safety seat usage.

B. Objectives:

1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.
2. Participate in National Child Passenger Safety Week and National Heatstroke Prevention Day.
3. Conduct highly publicized child safety seat checkups at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their

Target Number

1

2

60

child. Car seat checkers must: be NHTSA-certified Child Passenger Safety Technicians (CPST); check for car seat recalls, use a standardized form to collect child safety seat misuse data, record corrections made, record seats installed, and have access to car seat instructions and resource materials.	
4. Conduct child safety seat education classes with an effort to reach low-income residents, professionals transporting children, caregivers, and parents.	110
5. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	9
6. Distribute OTS funded child safety seats at no-cost to families in need who receive child safety seat education.	100
7. Purchase OTS funded child safety seats.	100
8. Participate in quarterly meetings with countywide child passenger safety stakeholders to collaborate on events, share best practices, and leverage resources.	4
9. Conduct "roll call" training sessions on occupant protection, including child passenger safety.	10
10. Conduct individual child safety seat checkup by appointment to promote correct usage, with an effort to reach parents or caregivers. Car seat checkers must be NHTSA-Certified Child Passenger Safety Technicians (CPST).	5
11. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
12. Participate in highly publicized child safety seat checkups hosted by other agencies at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their child. Car seat checkers must: be NHTSA-certified Child Passenger Safety Technicians (CPST); check for car seat recalls, use a standardized form to collect child safety seat misuse data, record corrections made, record seats installed, and have access to car seat instructions and resource materials.	60
13. Conduct CPS Education Classes for Teen Parents. When reporting, include date/location and number of students completing each class.	10
14. Conduct 4-hour CPS Education Classes for Community Members Working with Children. When reporting, include date/location and number of students completing each class.	5
15. Conduct on-campus Booster Seat Challenge events at participating elementary schools. When reporting, include event date/location, length of activity, and total number of participants reached.	2
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)	
• Develop operational plans to implement the "best practice" strategies outlined in the objectives section. • Conduct all training needed to implement the program, in the first quarter. • Purchase all grant related supplies and materials to implement the program, in the first quarter. • Items with a unit cost of \$5,000 or more (including tax and shipping) must comply with Buy America.	
<u>Media Requirements</u>	
• Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.	
<u>Phase 1 - Program Preparation Addendum</u>	
• Select local community provider to contract with the County to provide KES program services.	

- Contractor will be selected through a competitive procurement process for FFY 25-26, utilizing the County Department of Purchasing and Contracting procurement methods and policies.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media

coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum

- County staff to support contractor/subcontractor to reach full program implementation and operation, and to initiate monthly reporting and monitoring of contract outcomes, beginning in Oct 2025.
- Contractor and/or subcontractor to work with selected non-profit(s) and public/private organizations already engaged in local traffic safety efforts, such as California Kids Plates Program, Safe Routes to School initiatives, and the local law enforcement agencies and school provide education, collaboration, and technical assistance to further program goals.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.
- Prepare and submit invoice claims (due January 30, April 30, July 30 and October 30).
- Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30 and October 30).

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

State of California – Office of Traffic Safety
GRANT AGREEMENT
 Schedule B

GRANT NUMBER
 OP26004

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405b OP-26	20.616	Occupant Protection	\$250,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
In State Travel	405b OP-26	\$77.00	1	\$77.00
				\$0.00
Category Sub-Total				\$77.00
C. CONTRACTUAL SERVICES				
Keep 'Em Safe CPS Education Program - \$250,000	405b OP-26	\$0.00	1	\$0.00
> Child Safety Seat Checkup Events	405b OP-26	\$1,468.82	60	\$88,129.00
> Parent/Caregiver CPS Education Classes	405b OP-26	\$972.55	110	\$106,981.00
> Traffic Safety Fairs and/or Community Events	405b OP-26	\$1,310.16	9	\$11,791.00
> Roll Call Training	405b OP-26	\$946.00	10	\$9,460.00
> Booster Seat Challenge	405b OP-26	\$1,805.00	2	\$3,610.00
> Teen Parent CPS Education Classes	405b OP-26	\$1,076.75	10	\$10,768.00
> Community CPS Education Classes	405b OP-26	\$1,336.88	5	\$6,684.00
> Child Safety Seats	405b OP-26	\$125.00	100	\$12,500.00
Category Sub-Total				\$249,923.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00

GRANT TOTAL	\$250,000.00
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BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES Keep 'Em Safe CPS Education Program - \$250,000 - San Diego County HHSA - CAP will seek a vendor to assist with fulfilling the goals and objectives of the Keep 'Em Safe program. Work rendered for the Keep 'Em Safe CPS Education Program will include the following expenses: personnel salaries and benefits, personnel travel, certified CPST wages and travel, truck rental and fuel, office supplies, CPS checkup supplies, office rent and communications, child safety seats, and community safety fair/event supplies. Prior to finalizing the subcontract, grantee will work with the OTS to ensure the subcontract budget and all costs are allowable. Upon execution of subcontract, grantee will provide a copy of the subcontract to the OTS and will request a grant budget revision to include the associated costs of the subcontract in the grant budget as a prerequisite for claiming these costs.
> Child Safety Seat Checkup Events - Cost to include planning, conducting and/or participation in grant-funded child safety seat checkup events.
> Parent/Caregiver CPS Education Classes - Cost to include planning and conducting grant-funded child safety seat education classes for parents and caregivers.
> Traffic Safety Fairs and/or Community Events - Cost to include planning, conducting and/or participating in traffic safety fairs and/or community events.
> Roll Call Training - Cost to include planning and conducting roll call trainings to increase occupant protection awareness and teach law enforcement personnel various occupant protections, including child passenger safety. Contractor shall collaborate with local law enforcement agencies to conduct the training sessions.
> Booster Seat Challenge - Cost to include planning and conducting grant-funded Booster Seat Challenge events at participating elementary school campuses.
> Teen Parent CPS Education Classes - Cost to include planning and conducting grant-funded child safety seat education classes for teen parents.
> Community CPS Education Classes - Cost to include planning and conducting grant-funded 4-hour child safety seat education classes for community members working with children.
> Child Safety Seats - Unit cost not to exceed \$125 per seat (including booster seats) including sales tax, shipping and handling. Seats to be distributed at no cost during CPS checkups, appointments, fitting stations and traffic safety presentations. Infant-only seats are not an allowable expense.
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- The Age Discrimination Act of 1975, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) ¹¹ in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

- rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
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 documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 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 paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CHILD PASSENGER SAFETY

COMMUNITY ACTION PARTNERSHIP

SAN DIEGO COUNTY, HEALTH AND HUMAN SERVICES AGENCY

Grant Agreement Number: OP26004

BUDGET	AMOUNT
Personnel Costs	\$ -
Travel Costs	\$ -
Contractual Services	\$ 250,000.00
Equipment	\$ -
Other Direct Costs	\$ -
Indirect Costs	\$ -
TOTAL BUDGET	\$ 250,000.00



County of San Diego
Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: 45856

1. Department ORG: # A5940 Department Name: Health & Human Services Agency
Contact Person: Tina Bagsic Phone: 619-380-0005
Low Org: # 46505 (optional)

2. Requested Revenue Account Title: 45856 FED DOT 20.600 STATE AND CMMTY HWAY SAFETY

3. Anticipated Annual Revenue: \$ 125,000

4. Revenue will be Budgeted Beginning with: F.Y. 2025-2026

5. A. Source of Revenue: ☒ Federal ☐ Federal ARRA* Stimulus ☐ State
☐ Public Agency ☐ Individual ☐ Other
* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain: Funding is administered by the State of California, Office of Traffic Safety.

B. Authority: Grant agreement between the County and the State of California, Office of Traffic Safety

C. Form of Revenue: ☒ Grant ☐ Subvention ☐ Fee ☐ License ☐ Contract ☐ Other
If Fee or License, indicate amount: \$ _____

Please Explain: The grant is with the State of California, Office of Traffic Safety. It is a competitive grant.

D. Service Provided: Pedestrian and bicycle safety education project, Walk-N-Roll San Diego, to address the high incidence of collision rates and injuries.

E. Means of Projecting for Budget (formula used): N/A

F. How is the Revenue Received: ☒ Reimbursements ☐ Advances ☐ Other

Please Explain: Program invoices State of California, Office of Traffic Safety (OTS) on a quarterly basis.

G. When is the Revenue Received: ☐ Annually ☒ Quarterly
☐ Monthly ☐ Daily ☐ Other

Please Explain: Reimbursement is received based on a quarterly invoices submitted to OTS.

6. Cost Recovery: ☐ Full Recovery ☐ A-87 ☒ Other

Please Explain: This revenue does not fully cover the cost of operating the program. ISF costs are charged to GPR.

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Riccitelli, Carey Digitally signed by Riccitelli, Carey
Date: 2025.01 23 18:51:44 -08'00'

Date: Jan 9, 2025

California Office of Traffic Safety (OTS)

Child Passenger Safety

B-29 Costs

FY 2025 -2026

Staffing	
Salaries	\$ -
Benefit @ 72.82%	-
TOTAL S&B	-
Services and Supplies	
Travel Costs	-
Contractual Costs	250,000
Equipment	-
Other Direct Costs	-
Travel	-
Contract ISF -DPC of 1%	2,500
TOTAL S&S	\$ 252,500
TOTAL DIRECT COSTS	\$ 252,500
INDIRECT COSTS	
Internal Indirects	\$ -
External Indirects	-
TOTAL INDIRECTS	-
TOTAL COSTS (B23+B29)	\$ 252,500
REVENUE	
Direct Revenue Allowed	250,000
Indirect Revenue Allowed	-
TOTAL REVENUE	\$ 250,000
Unrecovered Direct Cost	2,500
Unrecovered Indirect Cost	-
Total B-29 Costs	\$ 2,500

PROGRAM INDIRECT RATES*	FY 23-24
Internal Rate	15.4%
External Rate	5.1%
*Contact FSSD, Bien Patrick Bondoc FY 24-25 rates not available	



County of San Diego

SUSAN BRAZEAU
DIRECTOR

DEPARTMENT OF HUMAN RESOURCES
RISK MANAGEMENT
5530 OVERLAND AVENUE, SUITE 210, SAN DIEGO, CALIFORNIA 92123-1261
(858) 694-3800 / FAX (858) 694-3834

August 26, 2025

State of California
Office of Traffic Safety
2208 Kausen Drive Ste 300
Elk Grove CA 95758

STATEMENT OF COVERAGE FOR INSURANCE

It is hereby certified that the County of San Diego is self-insured for Commercial General Liability, Commercial Auto Liability, Workers' Compensation and Professional Liability. Claims are processed and administered in accordance with the California Government Code, California Vehicle Code and California Labor Code.

This Statement is issued at the request of the person or organization named below and shall serve as our confirmation that the County's Self-Insurance Program is compliant with required terms and minimum limits of liability set forth for re-credentialing application. This Statement is issued as a matter of information only and confers no rights upon the holder of this Statement. This Statement of Coverage does not amend, extend or alter the self-insured program of the County of San Diego.

State of California / Office of Traffic Safety

This Statement of Coverage is issued in regards to the following:

County of San Diego, Health & Human Services Agency Grant Agreement, Grant Number OP26004
Child Passenger Safety Program

If you have any further questions or need additional information regarding the above Statement of Coverage, please contact me at (858) 694-3748.

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

August 26, 2025
Date