



COSD CLERK OF THE BOARD
2025 JUN 3 PM 4:01

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

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

(858) 694-2739

FAX (858) 467-9697


<http://www.sdcawm.org>


HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

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

May 16, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

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

**EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 25-0040-000-SA
WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute Cooperative Agreement # 25-0040-000-SA with the California Department Food and Agriculture for the enforcement of petroleum and automotive product labeling and advertising laws and regulations in the region from July 1, 2025, through June 30, 2026. These enforcement activities protect consumers from overcharges and financial harm, promote a fair and equitable marketplace for all communities, and ensure sustainably sourced biofuels are properly distinguished. These activities support the Sustainability and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan. AWM will be reimbursed for not more than \$37,350.00. The contract is full cost recovery.

After executing the two enclosed originals, please keep one for your files and return one to:
Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please contact Deputy Agricultural Commissioner/Sealer Austin Shepherd at (858) 527-9657 should you have any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0040-000-SA



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May 16, 2025

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

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

**REQUEST FOR APPROVAL OF A REVENUE AGREEMENT FOR CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER
25-0040-000-SA – FUELS, LUBRICANTS AND AUTOMOTIVE PRODUCTS PROGRAM**

Enclosed for your approval, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and the Department of Agriculture, Weights and Measures' (AWM). This Agreement establishes AWM's responsibilities regarding the enforcement of petroleum and automotive product labeling and advertising laws and regulations in the region. The County will be reimbursed for up to \$37,350.00. These enforcement activities protect consumers from overcharges and financial harm, promote a fair and equitable marketplace for all communities, and ensure sustainably sourced biofuels are properly distinguished. These activities support the Sustainability and Equity Initiatives in the County of San Diego's 2025- 2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board. Ratification of the revenue agreement is also requested since the start date is expected to precede the execution of the agreement.

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

- Conduct 498 initial petroleum inspections of locations where the primary business is the sale of petroleum products (i.e., retail service stations, distributors of engine fuels, oils, quick-lube shops, etc.) to determine compliance with State requirements for accurate advertising and labeling of automotive fuels and other petroleum products. These provisions include clarity and accuracy requirements for price signs, advertisements, and product labeling at gas stations.
- At CDFA's discretion, collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations.

B. ALTERNATIVES: The activities prescribed in this Agreement are mandated per California Business and Professions Code 13730. If this Agreement is not approved, County General Purpose Revenue would be needed to support these activities. County staff visit these locations annually to inspect gas pumps and typically combine these petroleum labeling and advertising inspections with gas pump device inspections for efficiency.

C. FISCAL IMPACT: Funds for this Agreement are included in the Fiscal Year 2025-26 Operational Plan in AWM. The revenue realized from this Agreement shall not exceed \$37,350.00 for services from July 1, 2025, through June 30, 2026. The Agreement recovers full cost, including overhead, per Board Policy B-29, Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery.

D. AWARD NUMBER: The Auditor and Controller assigned 110189.

Please contact Deputy Agricultural Commissioner/Sealer Austin Shepherd at (858) 527-9657 for any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement # **25-0040-000-SA**

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

Date: 5/16/25 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/25 End Date: 6/30/26 Grant: No

*Oracle Award #: 110189 Org #: 48700 Amount: 37,350.00

Contact Person: Austin Shepherd Phone #: (858) 527-9657

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the State of California Department of Food and Agriculture- Fuels, Lubricants and Automotive Products Program.

☒ 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: Ha Dang Digitally signed by Ha Dang
Date: 2025.05.16 16:30:39 -0700 Date: 5-16-25

Approved By:

Group Finance Director: *Amiee Leighton* Date: 5/21/25

County Counsel: Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod Markley@sdcounty.ca.gov
Date: 2025.05.19 09:03:17 -0700 Date:

Chief Administrative Officer: *Jennifer Lawson* Date: 5/21/25

Office of Financial Planning: *Angela James* Date: 5/21/2025

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

Attachments:

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

OFF USE ONLY
Init: TK OFF#: 25-88

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
25-0040-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN DIEGO

Jerod Markley

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

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: \$37,350.00

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

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (Organization's Legal Name)

COUNTY OF SAN DIEGO

BY (Authorized Signature)

[Signature]

DATE SIGNED

6/4/25

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew Potter Clerk of the Board

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

[Signature]

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

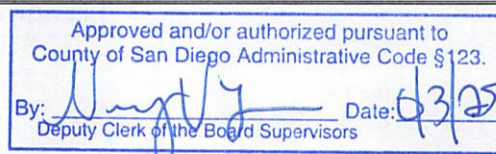


EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants, and Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Ha Dang
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	COUNTY OF SAN DIEGO
Address:	6790 Florin Perkins Road, Suite 100	Address:	9325 Hazard Way, Suite 100, MS01
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	San Diego, CA 92123
Phone:	916-229-3000	Phone:	858-614-7703
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	ha.dang@sdcounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Chris McIntosh	Name:	Rolinda Gelacio
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	County of San Diego
Address:	6790 Florin Perkins Road, Suite 100	Address:	9325 Hazard Way, Suite 100
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	San Diego, CA 92123
Phone:	916-229-3000	Phone:	(858) 414-7474
Email Address:	chris.mcIntosh@cdfa.ca.gov	Email Address:	rolinda.gelacio@sdcounty.ca.gov
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		Name:	
		Organization:	
		Address:	
		City/State/Zip:	
		Phone:	
		Email Address:	

4. RECIPIENT: Please check appropriate box below:

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

This award ☐ does ☒ does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. California State Auditor

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

23. Equipment

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

24. Closeout

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

25. Confidential and Public Records

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

26. Amendments

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

27. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the *primary* business is selling fuels, lubricants, and automotive products, e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted. No compensation will be paid for duplicated site inspections at the same location anytime during the same fiscal year.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of fuels, lubricants, and automotive products, and for compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Products Inspection Report (PPIR) Form # 41-011, supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible pink colored copy of the PPIR form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk lubricant products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the sole responsibility of

Fuels, Lubricants, and Automotive Products Program

the County. The County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County, and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice with the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected or sampled; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly. If no work is carried out, an invoice is not required.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Chris McIntosh, Agreement Manager

Agreement # _____

Fiscal Year

FY 2025/26

Quarter _____

Program Code

9999000551

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2025/26.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected or sampled; and the amount of money requested.

Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2025-26

BUDGET

County: San Diego

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

498 Site Inspections at \$75.00 per Inspection: \$ 37,350.00

Total Agreement Amount: \$ 37,350.00



2023 JUN 8 PM 4:02

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

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

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG

AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER

ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

May 21, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

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

**EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 23-0304-000-SA
AMENDMENT 1 WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute Cooperative Agreement # 23-0304-000-SA Amendment 1 with the California Department of Food and Agriculture (CDFA) for control of Desert knapweed (*Volutaria tubuliflora*) and various other non-native invasive weeds in the region from July 1, 2023, to December 31, 2027. This amendment extends the expiration date from June 30, 2025 to December 31, 2027 and adds funding of \$55,190.30 for a total agreement amount of \$97,611.30. The continuation of these services mitigates the potential spread of non-native invasive weeds that are currently limited in distribution and are considered likely to be distributed widely in California if not controlled. The impacts of these weeds include reduced land value for agriculture and recreation because they consume large amounts of water and directly compete with other plants, reducing crop yield and native plant distribution. Invasive weeds can potentially have significant environmental impact by lowering biodiversity and disrupting critical habitats for sensitive species and many rare native plants. Controlling invasive species promotes environmental sustainability and increases economic opportunities which supports the Sustainability and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. AWM will be reimbursed for not more than \$97,611.30. The agreement does not fully fund the Program and the associated unreimbursed costs to promote local agriculture and protect the environment and natural habitats.



DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

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

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

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

May 21, 2025

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

FROM: Ha Dang *HD*
Agricultural Commissioner/Sealer of Weights and Measures

**REQUEST FOR APPROVAL OF REVENUE AGREEMENT FOR THE CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT
NUMBER 23-0304-000-SA AMENDMENT 1- NOXIOUS WEED GRANT PROGRAM**

Enclosed for your approval and execution, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement extension between the California Department of Food and Agriculture (CDFA) and the Department of Agriculture, Weights and Measures (AWM) for the surveying and control of Desert knapweed (*Volutaria tubuliflora*) and various other non-native invasive weeds in the region from July 1, 2023 to December 31, 2027. This amendment extends the expiration date from June 30, 2025 to December 31, 2027, and adds funding of \$55,190.30 for a total agreement amount of \$97,611.30. The continuation of these services mitigates the potential spread of non-native invasive weeds that are currently limited in distribution and are considered likely to be distributed widely in California if not controlled. The impacts of these weeds include reduced land value for agriculture and recreation because they consume large amounts of water and directly compete with other plants, reducing crop yield and native plant distribution. Invasive weeds can potentially have significant environmental impact by lowering biodiversity and disrupting critical habitats for sensitive species and many native plants. Controlling invasive species promotes environmental sustainability and increases economic opportunities which supports the Sustainability and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San

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

Date: 5/21/25 Department: Agriculture, Weights and Measures
Contract Begin Date: 7/1/2023 End Date: 12/31/2027 Grant: No
*Oracle Award #: 117217 Org #: 48705 Amount: \$55,190.30
Contact Person: Jordan Key Phone #: (858) 614-7784
Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the California Department of Food and Agriculture (CDFA) - Noxious Weed Program. Amendment 1 to extend the expiration date from June 30, 2025 to a new expiration date of December 31, 2027. Agreement will be increased by \$55,190.30 for a new not to exceed amount of \$97,611.30.

☐ 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: Ha Dang Digitally signed by Ha Dang Date: 2025.05.27 14:11:21 -07'00' Date: 5/27/25

Approved By:

Group Finance Director: *Amiee Lighton* Date: 5/25/25
County Counsel: Jerod.Markley@sdcountry.ca.gov Digitally signed by Jerod Markley@sdcountry.ca.gov Date: 2025.05.28 11:24:31 -07'00' Date:
Chief Administrative Officer: *Jennifer Lawson* Date: 5/28/25
Office of Financial Planning: *Angeline Kennedy* Date: 6/3/2025

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

Attachments:

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

OFF USE ONLY
Init: TK OFF#: 25-95

**AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER **23-0304-000-SA**
AMENDMENT NUMBER **1**

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

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN DIEGO

Jerod Markley

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

2. The term of this Agreement is: July 1, 2023 through December 31, 2027

3. The maximum amount of this Agreement is: \$97,611.30

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

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2025, to a new expiration date of December 31, 2027.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$55,190.30 for a new total not to exceed \$97,611.30.

A Budget for the increased amount is attached (1 Page) and is hereby incorporated into the Agreement.

Revised Reporting/Invoicing Schedule (1 Page).

The increase in funds and time extension is due to additional available money.

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SAN DIEGO

BY (Authorized Signature)

Andrew Potter

DATE SIGNED

6/4/25

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew Potter Clerk of the Board

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

Andrea Perkins

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

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

By: *[Signature]* Date: 6/3/25
Deputy Clerk of the Board Supervisors

CJ

Revised Reporting/Invoicing Schedule

Important Dates:	
Invitation to Submit Grant Applications	September 15, 2022
Grant Application Due	October 31, 2022 at 11:59pm PDT
Review Process	November 1 – December 31, 2022
Announcement and Award Funding	January 15, 2023
Grants Awarded	June 30, 2023
Mid-Year Reports	October 15, 2023, October 15, 2024, October 15, 2025, October 15, 2026, and October 15, 2027
Expense Deadline	December 31, 2027
Final Report	January 31, 2028
Final Invoice Due	February 15 2028

Noxious Weed Grant Program Budget

County of San Diego
July 1, 2023 - December 31, 2027

	CDFA Funding	Add Funds	Cost Share
Personnel Services - Weed Control			
Title: Supervising Pest Management Technician (\$77.18 x 54.87 Hours)	\$1,234.88	\$3,000.00	\$0.00
Title: Pest Management Technician (\$66.39 x 970.188 Hours)	\$29,410.77	\$35,000.00	\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Subtotal Personnel Exp.	\$30,645.65	\$38,000.00	\$0.00
Operating Expenses			
Supplies: (must be itemized)			
Birchmeier Backpack Sprayer (Qty. 1)	\$316.14	\$2,000.00	\$0.00
	\$0.00		\$0.00
Equipment: (must be itemized)			
	\$0.00		\$0.00
Herbicides: (must be itemized)			
Type: Milestone Amount: 644 Cost: \$2.5254 (oz)	\$813.18	\$813.18	\$0.00
Type: Roundup Pro Concentrate Amount: 2,156 Cost: \$0.2500 (oz)	\$539.00	\$539.00	\$0.00
Type: Blue Dye Amount: 137 Cost: \$0.4388 (oz)	\$60.12	\$60.12	\$0.00
Other			
	\$0.00		\$0.00
	\$0.00		\$0.00
Mileage for Weed Control \$0.655 x (Miles)	\$0.00		\$0.00
Subtotal Operation Exp.	\$1,728.44	\$3,412.30	\$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. FY23= \$42,421 CDFA Funding award total has max of \$4,242.10 for all combined, FY25 = \$55,190.30 CDFA Funding award total has max of \$5,519.03 for all combined)			
<i>Meetings</i>	\$0.00		\$0.00
<i>Travel</i>	\$0.00		\$0.00
<i>Administration (\$47.71 x 50+65.40 hours)</i>	\$2,385.50	\$4,278.00	\$0.00
<i>Coordination (\$47.71 x 0 Hours)</i>	\$0.00		\$0.00
Mileage for Meetings, Training, Coordination \$0.655 x (Miles)	\$0.00		\$0.00
Subtotal	\$34,759.59	\$45,690.30	\$0.00
Indirect* (Max 25% of Personnel Costs)	\$7,661.41	\$9,500.00	\$0.00
Total	\$42,421.00	\$55,190.30	\$0.00
Grant Total CDFA Funding	\$42,421.00	\$55,190.30	
Grant Total Cost Share			\$0.00



2025 JUN 2 PM 4:02

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

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

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

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

May 21, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

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

**EXECUTION AND DISTRIBUTION OF GRANT AGREEMENT # 23-0243-000-SG
AMENDMENT 1 WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute Grant Agreement # 23-0243-000-SG Amendment 1 with the California Department of Food and Agriculture (CDFA) for control of Desert Knapweed (*Volutaria tubuliflora*) in the region from July 1, 2023, to June 30, 2028. This amendment extends the expiration date from June 30, 2025 to June 30, 2028, due to the lack of rain and available work in fiscal year 2024-2025. These continued services mitigate the potential spread of this invasive weed that is currently limited in distribution and is considered likely to be distributed widely in California if not controlled. The impacts of the spread of this weed include reduced land value for agriculture and recreation because it consumes large amounts of water and directly competes with other plants, reducing crop yield and native plant distribution. Desert Knapweed has potential for significant environmental impact by lowering biodiversity and disrupting critical habitats for sensitive species and many native plants. Controlling the spread of Desert Knapweed promotes environmental sustainability and increases economic opportunities in Borrego Valley which supports the Sustainability and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. AWM will be reimbursed for not more than \$249,999.91. The grant agreement does not fully fund the Program, and the associated unreimbursed costs to promote local agriculture and protect the environment and natural habitats.



HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

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

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

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

May 21, 2025

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

FROM: Ha Dang *HD*
Agricultural Commissioner/Sealer of Weights and Measures

**REQUEST FOR APPROVAL OF A GRANT AGREEMENT FOR THE CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE AGREEMENT NUMBER 23-0243-000-SG –
AMENDMENT 1 INVASIVE SPECIES COUNCIL OF CALIFORNIA – DESERT Knapweed**

Enclosed for your approval and execution, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement extension between the California Department of Food and Agriculture (CDFA) and the Department of Agriculture, Weights and Measures' (AWM) for the surveying and control of Desert Knapweed (*Volutaria tubuliflora*) in the region from July 1, 2023, to June 30, 2028. This amendment extends the expiration date from June 30, 2025, to June 30, 2028, due to the lack of rain and available work in fiscal year 2024-2025. The County will be reimbursed for up to \$249,999.91. These continued services mitigate the potential spread of this invasive weed that is currently limited in distribution and is considered likely to be distributed widely in California if not controlled. The impacts of this weed's spread include reduced land value for agriculture and recreation because it consumes large amounts of water and directly competes with other plants, reducing crop yield and native plant distribution. It potentially has significant environmental impact by lowering biodiversity and disrupting critical habitats for sensitive species and many native plants. Controlling the spread of Desert Knapweed promotes environmental sustainability and increases economic opportunities in the Borrego Valley which supports the Sustainability and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board.

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

- Services related to the mitigation of Desert Knapweed in the region such as surveys, mapping, monitoring, and treatments and removal.

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

Date: 5/21/25 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/23 End Date: 6/30/28 Grant: No

*Oracle Award #: 117217 Org #: 48705 Amount: N/A

Contact Person: Jordan Key Phone #: (858) 614-7784

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the California Department of Food and Agriculture - ISCC Noxious Weed Program - Amendment 1 to extend the expiration date from June 30, 2025 to a new expiration date of June 30, 2028 No change to the budget amount of the agreement.

☐ 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:

Ha Dang

Digitally signed by Ha Dang
Date: 2025.05.27 14:00:27 -0700

Date: 5/27/25

Approved By:

Group Finance Director:

Amelie Leighton

Date: 5/28/25

County Counsel:

Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod Markley@sdcounty.ca.gov
Date: 2025.05.28 11:20:39 -0700

Date:

Chief Administrative Officer:

JENNIFER LAWSON

Date: 5/28/25

Office of Financial Planning:

Amelie Leighton

Date: 6/3/2025

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

Attachments:

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

OFF USE ONLY

Init: TK

OFF#: 25-94

**AMENDED GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER **23-0243-000-SG**
AMENDMENT NUMBER **1**

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

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN DIEGO

2. The term of this Agreement is: July 1, 2023 through June 30, 2028

3. The maximum amount of this Agreement is: \$249,999.91

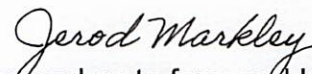
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2025, to a new expiration date of June 30, 2028.

The time extension is required for eradication efforts due to lack of rain impacting the visibility of the invasive plant. Additional time will allow the County to complete project objectives.

There is no change to the Budget or the amount of the Agreement.

There are no attachments to this amendment Agreement.


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

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SAN DIEGO

BY (Authorized Signature)

DATE SIGNED



6/4/25

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew Potter Clerk of the Board

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED



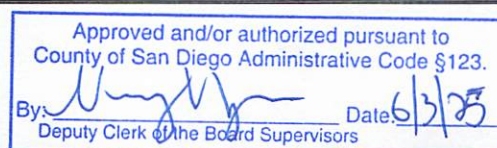
PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM





DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

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

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

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

May 16, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

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

**EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 25-0084-000-SA
WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute Cooperative Agreement # 25-0084-000-SA with the California Department of Food and Agriculture (CDFA) for the enforcement of weighmaster laws and regulations in the region from July 1, 2025 through June 30, 2026. These enforcement activities protect consumers from overcharges, promote a fair and equitable marketplace among all San Diego communities, and support the Sustainability and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan. The County will be reimbursed for not more than \$9,600.00.

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

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

Please contact Deputy Agricultural Commissioner/Sealer Austin Shepherd at (858) 527-9657 should you have any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0084-000-SA



DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

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

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG

AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER

ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

May 16, 2025

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

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

**REQUEST FOR APPROVAL OF A REVENUE AGREEMENT FOR CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER
25-0084-000-SA – WEIGHMASTER ENFORCEMENT PROGRAM**

Enclosed for your approval, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture's (CDFA) Division of Measurement Standards (DMS) and Agriculture, Weights and Measures (AWM). This Agreement establishes AWM's responsibilities as the regulatory agency for the State weighmaster laws and regulations regionwide from July 1, 2025 to June 30, 2026. The Weighmaster Enforcement Program assures that commercial transactions based on quantities certified on a Weighmaster Certificate are accurate. The Program licenses individuals or firms who weigh or measure bulk commodities and issue certificates of accuracy as Weighmasters. The County will be reimbursed for up to \$9,600.00. These enforcement activities help protect consumers from overcharges, promote a fair and equitable marketplace among all San Diego communities, and support the Sustainability and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board.

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

- Obtain all required information regarding newly licensed junk dealers or recycler weighmasters.
- Conduct initial inspections of assigned junk dealers or recycler establishments licensed as weighmasters to determine compliance with Business and Professions Code Section 12703.1 within 75 calendar days after issuance of a license.
- Report findings to CDFA within five calendar days of conducting initial inspection.

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

Date: 5/8/25 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/25 End Date: 6/30/26 Grant: No

*Oracle Award #: 110190 Org #: 48700 Amount: 9,600.00

Contact Person: Austin Shepherd Phone #: (858) 527-9657

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the State of California Department of Food and Agriculture- Weighmaster Enforcement Program.

☐ 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:

Ha Dang

Digitally signed by Ha Dang
Date: 2025.05.16 16:16:38 -0700

Date: 5-16-25

Approved By:

Group Finance Director:

Crimie Leighton

Date: 5/21/25

County Counsel:

Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod Markley@sdcounty.ca.gov
Date: 2025.05.12 09:43:17 -0700

Date: 12 May 2025

Chief Administrative Officer:

JENNIFER LAWSON

Date: 5/21/25

Office of Financial Planning:

Angela L. Jensen

Date: 5/21/2025

* 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#:

25-89

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
25-0084-000-SA

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF SAN DIEGO
Jerod Markley Approved as to form and legality
Jerod Markley
Senior Deputy County Counsel
- The Agreement Term is: July 1, 2025 through June 30, 2026
- The maximum amount of this Agreement is: \$9,600.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

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

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

RECIPIENT'S NAME (Organization's Legal Name)
COUNTY OF SAN DIEGO

BY (Authorized Signature) <i>Andrew Potter</i>	DATE SIGNED <i>6/9/25</i>
---	------------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew Potter Clerk of the Board

ADDRESS
9325 Hazard Way, Suite 100, MS01, San Diego, CA 92123

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) <i>Andrea Perkins</i>	DATE SIGNED <i>6/3/25</i>
--	------------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

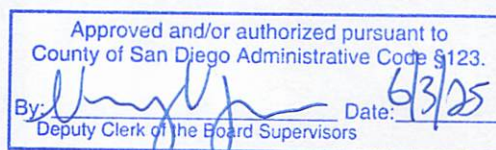


EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The CDFA will pay the County for each initial inspection of an assigned junk dealer and recycler establishment licensed as a Weighmaster, to determine compliance with Business and Professions Code Division 5, Chapter 7, Section 12703.1.

Project Title: Weighmaster Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Ha Dang
Division/Branch:	Measurement Standards / Weighmaster Program	Organization:	COUNTY OF SAN DIEGO
Address:	6790 Florin Perkins Road, Suite 100	Address:	9325 Hazard Way, Suite 100
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	MS01, San Diego, CA 92123
Phone:	916-229-3000	Phone:	858-614-7703
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	ha.dang@sdcounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Chris McIntosh	Name:	Rolinda Gelacio
Division/Branch:	Measurement Standards / Weighmaster Program	Organization:	County of San Diego
Address:	6790 Florin Perkins Road, Suite 100	Address:	9325 Hazard Way, Suite 100
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	San Diego, CA 92123
Phone:	916-229-3000	Phone:	858-414-7474
Email Address:	chris.mcIntosh@cdfa.ca.gov	Email Address:	rolinda.gelacio@sdcounty.ca.gov
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		Name:	
		Organization:	
		Address:	
		City/State/Zip:	
		Phone:	
		Email Address:	

4. RECIPIENT: Please check appropriate box below:

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

This award ☐ does ☒ does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

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

25. Amendments

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

26. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

SCOPE OF WORK

In the best interest of the State, under the authority of the Secretary of the Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Division 5, Chapter 7, Section 12703.1, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$240.00 for each completed initial inspection of an assigned junk dealer or recycler establishment, licensed as a weighmaster, to determine compliance with BPC Section 12703.1. For purposes of this Agreement, a "junk dealer" and "recycler" are as defined in BPC Sections 21601 and 21605(b). An initial inspection is the first physical inspection in the fiscal year of a business location after renewal or issuance of a weighmaster license. The total allocation to the County for these inspections shall not exceed the Agreement.

The County shall obtain all required information regarding a newly licensed junk dealer or recycler weighmaster via the *DMS County Portal, Weighmaster "License Notification List."* The County shall have 75 calendar days after issuance of a license to either conduct an initial inspection at each assigned junk dealer or recycler weighmaster location or notify the Division in writing that they will be unable to perform the inspection. Failure to perform an initial inspection within 75 calendar days shall result in nonpayment.

Per BPC Section 12703.1. (c) (1)., the County shall complete an initial inspection of the information contained in the Weighmaster License Application. Findings shall be recorded on the Weighmaster Inspection Report (Form 42-009) supplied by the Division.

The initial inspection shall verify that the following items are materially accurate:

- Weighmaster License Application information
 - Business License information.
 - The weighmaster's location or business has a Storm Water Permit issued by the State Water Resources Board, or has applied for a Storm Water Permit, or substantiation that the permit is not required.
 - Thumbprint equipment is functioning and in good working order.
 - Photograph/camera equipment is functioning and in good working order.
 - Verification that the weighmaster has signed up to receive theft alert notifications.
 - Verification of the name or names of any deputy weighmasters.
- Other Weighmaster License information.

- All commercial weighing devices are sealed.

The County may observe other violations while performing an initial inspection. Per BPC Section 12015, the County agrees to document and take appropriate enforcement action upon discovery of any violation of weights and measures laws during this inspection.

Within five (5) calendar days of conducting an initial inspection, the County shall upload, via the *DMS County Portal, Weighmaster "Inspection Documents"*, an electronic copy of the completed Weighmaster Inspection Report and the photograph/s of the site showing how and where the weighmaster conducts their business activities. For business locations failing an initial inspection, the County shall also upload all supporting evidence, i.e., copies of county report forms, emails, and photographs demonstrating license information submitted was not materially accurate.

The Weighmaster Inspection Report shall be uploaded under *Inspection Reports*. The photographs and other documentation shall be uploaded separately under *Supplemental Documents*. These supplemental documents may be entered as individual files or combined into one file. Uploading the Weighmaster Inspection Report and any supporting documents completes the initial inspection and entitles the County to payment.

Note: Electronic copies may be in pdf, jpg, or png format. Failure to submit required documents through the portal and uploading them correctly may result in a delay or non-payment.

When a location is found to be out of business, the County shall complete and upload a Weighmaster Inspection Report indicating the location is no longer in business and notify the Division in accordance with the instructions above. Locations that are out of business are not billable.

The original Weighmaster Inspection Report shall be maintained at the County Office of Weights and Measures for three (3) years and be made available to the Division upon request.

All requests for payment under this Agreement shall be made on the County's official letterhead. The invoice shall be submitted quarterly for work performed during that period and include a summary sheet with the following information: the number of inspections completed; a list of locations where the inspections were conducted; the date the inspection was performed, the weighmaster license name; the weighmaster license number; and the amount of money requested. If no work is carried out, an invoice is not required. **The County shall upload the completed invoice including the required summary sheet in pdf format via the *DMS County Portal, Weighmaster "County Invoices"* button.** Funds will be disbursed to the County on approval of the submitted quarterly invoice.

County Letterhead Here

Weighmaster Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Chris McIntosh, Agreement Manager

Agreement # _____

Fiscal Year

FY 2025/26

Quarter _____

Program Code

9999000541

In accordance with the California Business and Professions Code Section 12703.1, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2025/26.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary sheet with the following information: the number of inspections completed; a list of locations where the inspections were conducted; the date the inspection was performed, the weighmaster license name; the weighmaster license number; and the amount of money requested.

Please submit the invoice in pdf, jpg, or png format when uploading via the DMS County Portal, Weighmaster [County Invoices](#) button.

FY 2025/26

County: San Diego

Program Code 9999000541

\$ 9,600.00

\$ 9,600.00



COSD CLERK OF THE BOARD
2025 JUN 3 AM10:46

MARISA K. BARRIE, PE
DIRECTOR

PUBLIC WORKS
COUNTY AIRPORTS
1960 JOE CROSSON DRIVE, EL CAJON, CA 92020
(619) 956-4800 FAX (619) 956-4801
www.sdcountyairports.com

COSD CLERK OF THE BOARD
2025 JUN 3 AM10:47

May 20, 2025

TO: Andrew Potter, Executive Officer
Clerk of the Board of Supervisors

FROM: Marisa K. Barrie, PE, Director
Director of the Department of Public Works

Marisa Barrie
Digitally signed by Marisa Barrie
Date: 2025.05.22
16:04:26 -07'00'

**REQUEST FOR SIGNATURE ON THE JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF EL CAJON CREATING
THE GILLESPIE FIELD DEVELOPMENT COUNCIL**

Enclosed is the Joint Powers Agreement signed by The City of El Cajon and County of San Diego Senior Deputy Counsel requiring the Clerk of the Board signature to finalize and record the entity with the Secretary of State by the required filing date of June 7, 2025. Please sign and return two copies of the agreement to:

McClellan-Palomar Airport
Attn: Ursula Null

6188 Palomar Airport Road
[REDACTED]

Mail Stop: N137

If you have any questions regarding this request, please contact Ursula Null, Program Coordinator, at (619) 956-1419 or [REDACTED]

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, MAY 07, 2025**

MINUTE ORDER NO. 3

**SUBJECT: GILLESPIE FIELD DEVELOPMENT COUNCIL: TENTH
AMENDMENT TO THE JOINT EXERCISE OF POWERS
AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE
CITY OF EL CAJON CREATING THE GILLESPIE FIELD
DEVELOPMENT COUNCIL AND RELATED CEQA FINDING
(DISTRICT: 2)**

OVERVIEW

On March 19, 1974 (70), the Board approved the “Resolution Approving Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating an Agency to be Known as the Gillespie Field Development Council (GFDC),” The GFDC was developed to serve as an advisory board overseeing the implementation of the Airport Master Plan for Gillespie Field and supporting the creation of consistent priorities, policies, and standards to apply to development within the Gillespie Field area. Furthermore, the GFDC guides the development of Gillespie Field by making recommendations to County Airports staff, the Board, and the City of El Cajon Council providing advice in the areas of aviation, industrial, and economic development which has led to a more efficient development of the airport and increased business and economic activity in the area. The GFDC holds regular bi-monthly public meetings which also provides a forum for community involvement and stakeholder input. The JPA has been amended nine times to extend its term, which is currently set to expire on June 30, 2025.

The County of San Diego (County) Department of Public Works (DPW) operates eight airports including Gillespie Field, which is located within the municipal limits of the City of El Cajon and the City of Santee and is the oldest and largest County-owned airport. The airport is a valuable community resource, providing local services and business opportunities through a unique mixture of land uses including non-aviation industrial and aviation-supporting businesses.

Today’s request is to approve the “Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon creating the Gillespie Field Development Council” (GFDC), which extends the term an additional 10 years until June 30, 2035 (Attachment A). This Amendment will enable the GFDC to continue to provide its expertise and guidance to County staff, the City of El Cajon, and the San Diego County Board of Supervisors. The original term length for the GFDC was ten years with subsequent term lengths varying from 1-11 years. The basis for the proposed 10-year extension is to minimize administrative actions and streamline County business allowing County staff and GFDC to focus on airport development and economic activities. Part of this amendment process is for the GFDC to recommend approval of the extension along with approval by El Cajon City Council. As such, this Amendment was placed before the El Cajon City Council on Tuesday, March 25, 2025 for their consideration, and the City of El Cajon voted unanimously to approve the Tenth Amendment. The City of Santee is not a signatory on the agreement and not required to vote on the agreement.

Beyond the extension of the agreement term, there are no changes to the proposed terms and functions of the GFDC. If the Tenth Amendment is not signed by June 30, 2025, the GFDC dissolves as a Development Council reducing the coordinated effort to engage stakeholders, complete the final stages of land development at the airport, and strategically engage with experts to strengthen the economic development of the region.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Find that an amendment to the Joint Exercise of Powers Agreement is not subject to the California Environmental Quality Act (“CEQA”) under CEQA Guidelines Section 15060(c)(3) because the activity is not a project as defined by Section 15378 of the state CEQA Guidelines.
2. Approve and authorize the Clerk of the Board to execute, upon receipt, the “Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating the Gillespie Field Development Council”.

EQUITY IMPACT STATEMENT

The County of San Diego (County) owns and operates eight airports that provide essential air transportation hubs, emergency response facilities, and serve as regional economic engines. The County pursues delivery of these services in a fair and equitable manner and actively works to remove barriers by providing airport guests with general airport information in the County’s threshold languages, encouraging participation, and providing competitive opportunities for small businesses, businesses that traditionally have less working capital, and business owners and managers who may be socially and economically underserved.

SUSTAINABILITY IMPACT STATEMENT

This request to authorize the “Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego (County) and the City of El Cajon Creating the Gillespie Field Development Council” has regional economic and social sustainability benefits. The base monthly rent from business leases helps support economic and social sustainability by providing services for the region. The revenue that County of San Diego Airports (County Airports) continue to receive from current general and commercial aviation and charter operators will help operate, maintain, and improve the County Airport System consistent with the County sustainability goal of providing just and equitable access to County services and resources in support of sustainable communities.

FISCAL IMPACT

There is no fiscal impact associated with this action. There will be no change in net General Fund cost and no additional staff years.

If today’s action is not approved, the JPA would expire on June 30, 2025, and may result in the dissolution of the GFDC, which supports the development of Gillespie Field and future economic development and revenue generating activities.

BUSINESS IMPACT STATEMENT

Leases at airports benefit the local business community by creating jobs, increasing economic activity, providing business opportunities, and supporting infrastructure development. Leasing airport property attracts visitors, generates revenue, and helps small businesses grow, thus stimulating the local economy and improving the quality of life for residents. San Diego County Airports connect individuals

to jobs and local communities to the world. Revenue derived from airport leases allows the Department of Public Works to operate and maintain the eight County airports safely, efficiently, and cost-effectively. Today's action of authorizing the "Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating the Gillespie Field Development Council" promotes self-sufficiency by enhancing the economic viability of the County airport system.

ACTION:

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

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

ABSENT: (District 1 Seat Vacant)

State of California)
County of San Diego)

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

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter



**TENTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO AND THE CITY OF EL CAJON CREATING AN AGENCY
TO BE KNOWN AS THE GILLESPIE FIELD DEVELOPMENT COUNCIL**

This Tenth Amendment to the Joint Exercise of Powers Agreement ("Tenth Amendment") is entered into this 7th day of MAY, 2025 between the County of San Diego, a political subdivision of the State of California ("County"), and the City of El Cajon, a municipal corporation of the State of California ("City")

RECITALS

WHEREAS, County and City entered into that certain Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating an Agency to be Known as the Gillespie Field Development Council on March 17, 1974 ("JPA"); and

WHEREAS, the JPA established a five-member advisory board with two members appointed by the City and three members appointed by the County known as the Gillespie Field Development Council (GFDC) to provide recommendations related to the development of Gillespie Field; and

WHEREAS, the Ninth Amendment to the JPA, among other things, provided that one of the candidates to be nominated to the GFDC by the County may be identified by the City of Santee, but otherwise retained the membership structure of the GFDC; and

WHEREAS, Gillespie Field is a general aviation airport located entirely within the City of El Cajon, but is bordered by the City of Santee to the north and unincorporated County territory to the east; and

WHEREAS, the County and City have approved nine prior amendments to the JPA to extend its term and make other minor changes and now desire to amend the JPA to extend the term of the JPA another 10 years.

TENTH AMENDMENT

NOW THEREFORE, it is mutually agreed between the County and City to amend the Joint Exercise of Powers Agreement Between the County of San Diego and City of El Cajon Creating an Agency to be Known as the Gillespie Field Development Council (County Document No. 485943) (referred to herein as the "Joint Powers Agreement") as follows:

Amend the following portions of Section 2.A. of the JPA: "A. This agreement shall commence March 19, 1974 and shall continue in full force and effect until June 30, 2035 or until such lesser time as the parties hereto should mutually find that the objectives of the Agreement have been substantially achieved."

All other terms and conditions of the JPA as amended to date shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Tenth Amendment to be executed as of the date first written above.

City of El Cajon

County of San Diego

By: [Signature]

By: [Signature]

Mayor

Clerk of the Board

Attest:

Approved as to Form and Legality

By: [Signature]

By: Thomas L. Bosworth

City Clerk of El Cajon

Sr. Deputy County Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>5/7/25</u>	Minute Order No. <u>3</u>
By: <u>[Signature]</u>	Date: <u>6/9/25</u>
Deputy Clerk of the Board Supervisors	



COSD CLERK OF THE BOARD
2025 MAY 23 AM 10:35

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 21, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

REQUEST FOR WAIVER OF BOARD POLICY B-29 AND EXECUTION OF AGREEMENT BETWEEN MOLLER OTAY LAKES INVESTMENTS, LLC, LAKEVIEW 1, LLC, LAKEVIEW 2, LLC, AND BALDWIN & SONS, LLC AND SAN DIEGO COUNTY FIRE PROTECTION DISTRICT

Enclosed, pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29, is a request for waiver of Board Policy B-29 and execution of a Memorandum of Agreement (MOA) between Moller Otay Lakes Investments, LLC, Lakeview 1, LLC, Lakeview 2, LLC, and Baldwin & Sons, LLC and the San Diego County Fire Protection District (SDCFPD). SDCFPD will receive funds from the above parties to install a wildfire surveillance camera located near the Otay Ranch Village 13 Project.

The attached MOA is for SDCFPD to enter into an agreement with Moller Otay Lakes Investments, LLC, Lakeview 1, LLC, Lakeview 2, LLC, and Baldwin & Sons, LLC in the amount of \$30,000 to purchase, install, and operate one (1) wildfire surveillance camera during the period of June 23, 2025 through project completion. A waiver of full cost recovery under Board Policy B-29 is requested because SDCFPD will not receive cost reimbursement for the administrative costs related to this agreement, which will be funded with General Purpose Revenue. This activity would be worthy of County funding if external financing were unavailable.

Accordingly, please execute the attached document and when fully executed, email the document to Drenicka.Quiogue@sdcounty.ca.gov and interoffice one (1) copy of the executed agreement to Drenicka Quiogue at mail stop O-25.

If you have any questions, please contact Drenicka Quiogue at (619) 309-3315.

Andrew Strong
Deputy Chief Administrative Officer

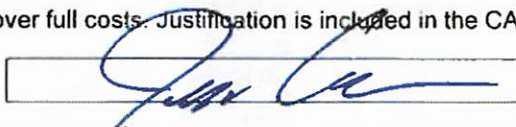
**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 5/13/25 Department: San Diego County Fire Protection District
Contract Begin Date: 6/23/25 End Date: TBD Grant: Yes
*Oracle Award #: PENDING Org #: 95211 Amount: \$30,000
Contact Person: Drenicka Quiogue Phone #: 619-309-3315
Contracting Agency/Grantor: Moller Otay Lakes Investments, LLC, La

Description: \$30,000 revenue to purchase, install, and operate one (1) wildfire surveillance camera to enhance the existing surveillance network.

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

Department Approval:



Date:

5/21/25

Approved By:

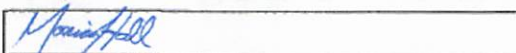
Group Finance Director:



Date:

5/21/25

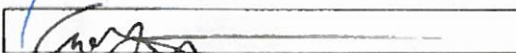
County Counsel:



Date:

5/23/25

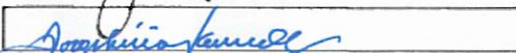
Chief Administrative Officer:



Date:

5/21/25

Office of Financial Planning:



Date:

5/23/2025

* 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#:

25-91



County of San Diego

Public Safety Group
San Diego County Fire

5560 Overland Avenue, Suite 400, San Diego, CA 92123 1204

JEFF COLLINS
DIRECTOR
(619) 339-0283

www.sdcountyfire.org

MARC REGIER
ASSISTANT DIRECTOR
(619) 694-8305

May 20, 2025

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

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

REQUEST FOR WAIVER OF BOARD POLICY B-29 AND EXECUTION OF AGREEMENT BETWEEN MOLLER OTAY LAKES INVESTMENTS, LLC, LAKEVIEW 1, LLC, LAKEVIEW 2, LLC, AND BALDWIN & SONS, LLC AND SAN DIEGO COUNTY FIRE PROTECTION DISTRICT

Enclosed, pursuant to San Diego County Administrative Code Section 123, is a request for approval of an acceptance of \$30,000 from Moller Otay Lakes Investments, LLC, Lakeview 1, LLC, Lakeview 2, LLC and Baldwin & Sons, LLC by the San Diego County Fire Protection District (SDCFPD) and a waiver of full cost recovery under Board Policy B-29. These funds will be used to purchase, install, and operate one (1) wildfire surveillance camera in a location near the Otay Ranch Village 13 Project site to enhance the existing surveillance network. The agreement period is effective June 23, 2025 through project completion.

Administrative Code Section 123 and Board Policy B-29 allow the Chief Administrative Officer (CAO) to approve acceptance of grants under \$250,000 per year that do not seek full cost recovery where less than full cost recovery is justified. The attached request is for SDCFPD to accept \$30,000 from Moller Otay Lakes Investments, LLC, Lakeview 1, LLC, Lakeview 2, LLC and Baldwin & Sons, LLC to install a wildfire surveillance camera at a location near the project site, determined by SDCFPD. A waiver of full cost recovery under Board Policy B-29 is requested because SDCFPD will not receive cost reimbursement for the administrative costs related to this agreement, which will be funded with General Purpose Revenue. This activity would be worthy of County funding if external financing were unavailable.

Please contact Drenicka Quiogue at (619) 309-3315 should you have any questions regarding this request.

Respectfully submitted,
Jeff.Collins@sd
county.ca.gov
JEFF COLLINS
DIRECTOR

Digitally signed by
Jeff Collins@sdcounty.ca.gov
Date: 2025.05.21 10:19:59
-07'00'

**MEMORANDUM OF AGREEMENT
REGARDING WILDFIRE SURVEILLANCE CAMERA FUNDING**

This Memorandum of Agreement (“**Agreement**”) is entered into as of the date executed by the last signatory (“**Effective Date**”) by and among: (1) Moller Otay Lakes Investments, LLC, Lakeview 1, LLC, Lakeview 2, LLC, and Baldwin & Sons, LLC (collectively “**Developer**”), and (2) the San Diego County Fire Protection District (“**SDCFPD**”), each a “**Party**” and together the “**Parties**.”

RECITALS

WHEREAS, Developer is the proponent of the Otay Ranch Village 13 Project (“**Village 13 Project**”), which is located within the jurisdiction of the County of San Diego (“**County**”) and the recipient of various County entitlements and approvals issued in November 2020; and,

WHEREAS, the Village 13 Project is located in the Jamul Mountains region of the unincorporated County on APNs 598-130-04, -05, & -06; 598-140-04, -05, & -06; 647-020-14; and 647-030-05; and,

WHEREAS, effective March 25, 2025, Developer entered into the certain *Settlement Agreement Regarding Otay Ranch Village 13 Project* (“**Settlement Agreement**”) with various parties, specifically the Center for Biological Diversity, Preserve Wild Santee, California Chaparral Institute, Endangered Habitats League, California Native Plant Society, Sierra Club, and the People of the State of California, *ex rel.* Rob Bonta, Attorney General of California; and,

WHEREAS, the SDCFPD was formed in 2008 to unify the administrative support, communications and training of fifteen (15) rural fire agencies and to ensure continuous protection to unincorporated County areas; and,

WHEREAS, the SDCFPD and others (like the California Department of Forestry and Fire Protection and San Diego Gas & Electric Company) utilize an existing network of cameras to continuously monitor potential wildfire events in the San Diego region; and,

WHEREAS, this camera network is made publicly accessible via the “ALERTCalifornia” public safety program and platform maintained by the University of California, San Diego; and,

WHEREAS, Section 3.4(a) of the Settlement Agreement requires Developer to enter into an agreement with the SDCFPD, by June 23, 2025, to contribute thirty thousand dollars (\$30,000) towards the SDCFPD’s cost of purchasing, installing and operating one additional wildfire surveillance camera in a location in the Project’s vicinity, as determined by the SDCFPD; and,

WHEREAS, this Agreement is intended to facilitate and demonstrate Developer’s compliance with Section 3.4(a) of the Settlement Agreement; and,

WHEREAS, the Parties desire to formalize the terms of such \$30,000 contribution via the execution of this Agreement.

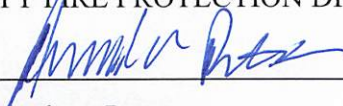
AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:


- 1. Contribution Timing and Amount.** Within ten (10) calendar days of the Effective Date of this Agreement, Developer shall remit thirty thousand dollars (\$30,000) (the “**Contribution**”) to the SDCFPD. Payment of the Contribution shall be made by delivering checks payable to, or wiring funds to the account of, the SDCFPD. Developer shall coordinate with the SDCFPD on the specific payment details.
- 2. Contribution Purpose.** SDCFPD shall exclusively use the Contribution to purchase, install, and operate one (1) wildfire surveillance camera in a location near the Project site to enhance the existing surveillance network. Within one calendar year of its receipt of the Contribution, the SDCFPD shall notify Developer of the location selected for the additional camera and the estimated date of its installation. The location of the additional camera shall be determined by the SDCFPD in its sole discretion.
- 3. No Ongoing Developer Obligation.** Developer’s obligations under this Agreement are fully satisfied upon timely payment of the Contribution. The SDCFPD shall have sole responsibility for the purchase, installation, and operation of the surveillance camera.
- 4. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein.
- 5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 6. No Third-Party Beneficiaries.** This Agreement shall not create or bestow any right in any third party. The Parties agree that no third-party beneficiary to this Agreement exists and that nothing contained herein shall be construed as giving any other person, entity, or organization third-party beneficiary status.
- 7. Authority.** Each of the persons signing this Agreement on behalf of a Party hereby represents that he or she has the requisite authority to bind the Party on whose behalf he or she is signing this Agreement, and that all requisite approvals of such Party have been obtained.
- 8. Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall constitute an original, but all of which together shall constitute one and the same agreement.


IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement as of the Effective Date.

[Signatures on following page.]

BALDWIN & SONS, LLC, a California limited liability company By: _____ Name: _____ Title: _____	MOLLER OTAY LAKES INVESTMENTS, LLC, a Delaware limited liability company By: _____ Name: _____ Title: _____
LAKEVIEW 1, LLC, a California limited liability company By: _____ Name: _____ Title: _____	LAKEVIEW 2, LLC, a California limited liability company By: _____ Name: _____ Title: _____
COUNTY OF SAN DIEGO/SAN DIEGO COUNTY FIRE PROTECTION DISTRICT By: <u></u> Name: <u>Andrew Potter</u> Title: <u>Clerk of the Board</u>	

APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL

By: 
Name: Monica Hall
Title: Senior Deputy County Counsel

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 5/23/25
Deputy Clerk of the Board Supervisors



COSD CLERK OF THE BOARD
2025 MAY 22 PM 1:02

County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

May 19, 2025

To: Andrew Potter
Clerk of the Board of Supervisors

From: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

EXECUTION OF COMBATTING ANTIMICROBIAL RESISTANT GONORRHEA and Other STIs (CARGOS) REVENUE AGREEMENT WITH HELUNA HEALTH: CARGOS AGREEMENT NUMBER 1NU51CK000387-01-00

1. **Action Required:**

- a. Requesting review and signature on Combatting Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS) agreement number 1NU51CK000387-01-00 sponsored by the Centers for Disease Control, via California Department of Public Health and Heluna Health.
- b. The CARGOS agreement awards \$15,000 to the Public Health Laboratory.

2. **Background and Expected Outcome:**

- a. On February 7, 2025, the Public Health Laboratory was notified it was awarded \$15,000 to commence Combatting Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS).
- b. Term of Agreement: 8/1/2024 through 7/31/2025.
- c. Fiscal Impact: \$15,000 in funding for expenditures through 7/31/2025.
- d. This agreement supports the *Building Better Health* component of the regional *Live Well San Diego* vision by enhancing the County's ability to expand testing capacity for CARGOS.

3. **Reason for Requested Action:**

- a. Clerk of the Board of Supervisors signature is required to execute the CARGOS Agreement number 1NU51CK000387-01-00.

If there are questions, or if additional information is required, please contact Maria Garcia by phone at (619) 535-5665 or by email at Maria.Garcia6@sdcounty.ca.gov.

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

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

Date: 3/11/25 Department: HHSA-PHS-EISB PH LAB

Contract Begin Date: 8/1/24 End Date: 7/31/25 Grant: 1NU51Q

*Oracle Award #: 507560 Org #: 45075 Amount: \$15,000.00

Contact Person: Monica Ledesma Phone #: 6196928557

Contracting Agency/Grantor: California Department of Public Health

Description: Commence Combatting Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS) specimen and data collection at the county STD clinic by collecting urethral from male patients and pharyngeal specimens from male and female patients. The county will culture

- ☒ 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: Hernandez, Elizabeth A. Digitally signed by Hernandez, Elizabeth A.
Date: 2025.05.09 15:07:25 -07'00' Date:

Approved By:

Group Finance Director:  Date: 5/20/25

County Counsel: Katherine Hart Digitally signed by Katherine Hart
Date: 2025.03.11 16:38:38 -07'00' Date:

Chief Administrative Officer:  Date: 05/20/25

Office of Financial Planning:  Date: 5/21/2025

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

Attachments:

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

OFF USE ONLY
Init: TK OFF#: 25-90



WORK ORDER AGREEMENT

THIS AGREEMENT IS HEREBY MADE by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the Vendor (hereafter "Vendor") identified below and, sets forth the terms and conditions between Client and Vendor, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate the Vendor as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever.

I. IDENTIFIED PARTIES

CLIENT

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Aaric Haley
AHaley@helunahealth.org
(562) 222-7807
Tax ID: 95-2557063

Program: ELC

VENDOR

County of San Diego Health & Human Services Agency
5570 Overland Avenue, Suite 103
San Diego, CA 92123
ATTN: Mary Anne Lacaman
Maryanne.lacaman@sdcounty.ca.gov
(619) 510-6250
Tax ID: 95-6000934

Program No.: 0187.1912 / Grant Number 1NU51CK000387-01-00 / ALN 93.323

II. **TERM.** Unless otherwise terminated or extended by written notice, Term of this Agreement shall commence on 8/1/2024 and term on 7/31/2025.

III. **SERVICES AND COMPENSATION.** Vendor shall perform services described below, and as described in Attachment A, Statement of Work ("SOW"). Services will take place at the below identified location(s):

Location #1: Various facilities in the County of San Diego

(a) **Services.** Vendor shall perform all services as stated in the agreed Invoice or Statement of Work, Attachment A. Vendor shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Vendor maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Vendor as a business operator. Without limiting the generality of the paragraph,

(b) **Payment.** HELUNA HEALTH agrees to compensate the Vendor on a **Cost-Reimbursable Contract**. See Attachment A "Budget" for line-item budget detail.. Vendor shall be compensated only for Services actually performed and required as set forth above, all services in excess, will not be compensated. The compensation described is an all-inclusive amount. The total compensation payable to the Vendor hereunder shall be as set forth below:

- ☐ The compensation shall be \$ per hour
☒ The compensation shall consist of a fixed fee in the aggregate, not to exceed \$15,000.00.

All costs and expenses incurred by the Vendor for equipment, tools, losses, risks, materials, supplies, and travel are the responsibility of the Vendor and Vendor shall not be compensated or reimbursed by HELUNA HEALTH for any such costs and expenses. If for any reason Vendor receives any compensation in excess of the amount described above, Vendor shall repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) **Invoice.** Submission of invoices shall be submitted: **Monthly, No Later than 30 Days after month end.**

Payment for submitted invoices shall be paid no later than 30 days after reception of the invoice. Vendor shall submit invoices to the attention of the HELUNA HEALTH Contact Person set forth above. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Vendor waives (in HELUNA HEALTH's discretion) all rights to payment under such invoices. The Vendor shall be solely responsible for the payment of all federal, state, and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Vendor or its employees as a result of or in connection with the Services performed by Vendor hereunder.

IV. **INSURANCE.** Vendor shall maintain:

☒ **General Liability** \$1,000,000


☐ **Workers' Compensation**


☐ **Automobile Liability**

V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

Client Heluna Health	Date
-------------------------	------

 Vendor County of San Diego Health & Human Services Agency	Date <u>5/28/25</u>
--	------------------------

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 5/28/25
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
By: 
SENIOR DEPUTY COUNTY COUNSEL

1. **STATUS OF INDEPENDENT CONTRACTOR.** Nothing in Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. IC shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims.

VENDOR shall retain sole and absolute discretion and judgment in the manner and means of carrying out VENDOR's Services hereunder. IC is under the control of HELUNA HEALTH as to the results of VENDOR's Services only, and not as to the means by which such results are accomplished. VENDOR shall be responsible for completing the Services in a timely manner in accordance with this Agreement, but VENDOR will not be required to follow or establish a regular or daily work schedule.

HELUNA HEALTH shall not be liable for any obligations incurred by IC unless specifically authorized in writing by HELUNA HEALTH. VENDOR shall not act as an agent of HELUNA HEALTH, ostensibly or otherwise, nor bind HELUNA HEALTH in any manner, unless specifically authorized to do so in writing by HELUNA HEALTH.

Any advice given to VENDOR regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of VENDOR to assure its conformity with this Agreement.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Vendor or the employees of the Vendor. The vendor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

VENDOR understands that VENDOR is responsible to pay, according to law, VENDOR's income taxes. If VENDOR is not a corporation or other legal entity, VENDOR further understands that VENDOR may be liable for self-employment (social security) tax, to be paid by VENDOR according to law. VENDOR agrees to defend, indemnify, and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of VENDOR's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of VENDOR's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, VENDOR will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Vendor performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Vendor is engaged in Vendor's own independent business, Vendor is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans.
4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Vendor or the employees of Vendor. All persons hired by Vendor to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Vendor unless specifically indicated otherwise in an agreement signed by all parties. The Vendor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of HELUNA HEALTH.
5. **EQUIPMENT AND SUPPLIES.** Vendor shall provide all necessary equipment, materials and supplies required by Vendor to perform the Services. Vendor will not rely on the equipment or offices of HELUNA HEALTH or the Program for completion of tasks and duties set forth pursuant to this Agreement.
6. **TERMINATION.** Without cause, either party may terminate this agreement giving 30 days prior written notice to the other of intent to terminate without cause. With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include: (A) material violation or breach of this agreement, (B) Any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage, or injury, and (C) Cancellation or reduction of funding affecting the Program affecting the Services.

Upon the expiration or termination of this Agreement, Vendor shall immediately promptly return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all other Confidential Information of HELUNA HEALTH and all Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to Vendor until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any provisions of the main body of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may

occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** Vendor shall comply with all state and federal statutes and regulations applicable to Vendor, the Services, or the Program, in performing Vendor's obligations under this Agreement. Vendor represents and warrants that neither Vendor nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** If the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the Services, Vendor shall execute and deliver HELUNA HEALTH's standard Business Associate Agreement as required by HIPAA.
9. **NON-DISCLOSURE.** HELUNA HEALTH and Vendor agree that during the course of this agreement, Vendor may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or Vendor. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than HELUNA HEALTH and is the subject of reasonable efforts to maintain secrecy. Since Vendor may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford HELUNA HEALTH protection against its unauthorized use or its use in any manner detrimental to HELUNA HEALTH. Therefore, Vendor shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this agreement with HELUNA HEALTH or at any time thereafter, except as required in the course of his/her work with HELUNA HEALTH or except as otherwise provided in this Agreement or as required by law. Further, Vendor shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its Confidential Information.
10. **NON-SOLICITATION OF EMPLOYEES – RESERVED.**
11. **WORKS FOR HIRE – RESERVED.**
12. **INDEMNITY.** County agrees, during the term of this Agreement, to indemnify, defend and hold harmless HELUNA HEALTH against any claims or liability, loss, or expenses (including reasonable attorney's fees) for which County is responsible, which may arise as a result of County's acts or omissions in the performance of its obligations under this Agreement. County's obligation to defend is limited to the defense of HELUNA HEALTH concerning alleged acts and omissions of the County. HELUNA HEALTH shall be responsible to defend against any allegations with respect to HELUNA HEALTH's acts and omissions.
- HELUNA HEALTH agrees, during the term of this Agreement, to defend, indemnify and hold harmless County, against any and all claims or liability, loss or expenses (including reasonable attorney's fees) for which HELUNA HEALTH is responsible, which may arise as a result of HELUNA HEALTH's acts or omissions in the performance of its obligations under this Agreement, or which may otherwise arise in connection with the use and maintenance of any property, facility or equipment by or under the control of HELUNA HEALTH or the performance of any activities by or under the direction or control of HELUNA HEALTH in the performance of this Agreement. County shall be responsible to defend itself against any allegations with respect to County's acts and omissions.
13. **RECORD RETENTION AND ACCESS TO RECORDS.** Vendor shall grant to HELUNA HEALTH, the Program and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers, and records of Vendor relating to this Agreement or the Services for audit, examination, excerpt, and transcription. Vendor shall retain all such records for seven (7) years (or longer if required under HELUNA

HEALTH's record retention policy, by the Program or by law, including under Circular A-110, Subpart C, Post- Award Requirements and FAR Subpart 4.7 Contractor Records Retention-4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed, and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Vendor of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Vendor from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Vendor without the prior written approval and consent of HELUNA HEALTH.

ATTACHMENT A: Statement of Work (SOW), Budget, and Invoice

Statement of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

Commence Combatting Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS) specimen and data collection at the county STD clinic by collecting urethral from male patients and pharyngeal specimens from male and female patients. The county will culture and ship positive specimens to the regional Antibiotic Resistance Lab Network (ARLN) laboratory for antibiotic susceptibility testing. Behavioral data will be sent to both CDPH and CDC.

2. Service Location

The services shall be performed at applicable facilities in San Diego County.

3. Service Hours

The services shall be provided during Monday through Friday from 8:00 a.m. to 5:00 p.m. and sometimes may require evenings, weekends, and holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Lizzete Alvarado Telephone: (510) 231-7839 Fax: (916) 636-6041 E-mail: Lizzete.alvarado@cdph.ca.gov	Contractor Name Paul Temprendola Telephone: (619) 692-8500 E-mail: Paul.Temprendola@sdcounty.ca.gov
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B. Direct all inquiries to:

California Department of Public Health STD Control Branch Attention: Lizzete Alvarado 850 Marina Bay Parkway Building P, 2 nd Floor Richmond, CA 94804 Telephone: (510) 231-7839 Fax: (916) 636-6041 E-mail: Lizzete.alvarado@cdph.ca.gov	Contractor Name County of San Diego Health & Human Services Agency Attention: Mary Anne Lacaman 3851 Rosecrans St Suite 716 San Diego, CA 92110 Telephone: (619) 818-2788 E-mail: maryanne.lacaman@sdcounty.ca.gov
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

Combating Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS)

Goal: Increase the ability of state and local jurisdictions to detect resistant *Neisseria gonorrhoeae* (GC) in their jurisdiction through enhanced surveillance and laboratory capacity. 1) strengthen local epidemiologic capacity to detect, monitor and respond to antimicrobial resistance (AR) in sexually transmitted infections (STIs), 2) improve coordination of AR in STI preparedness and outbreak response activities, 3) enhance local laboratory testing for surveillance, reporting, and response, and 4) enhance coordination between epi-lab-health information technology.

Strategy 1

Key Activities

1. Collect and culture urethral specimens from up to 25 symptomatic males seen at the sexually transmitted disease (STD) clinic each month. Behavioral and clinical data will also be collected.
2. Collect and culture pharyngeal specimens from up to 25 males and females seen at the STD clinic each month. Behavioral and clinical data will also be collected.
3. Process and culture positive nucleic acid amplification test (NAAT) specimens in the Public Health Laboratory.
4. Ship culture-positive specimens to the regional ARLN laboratory.
5. Send the additional clinical and behavioral data (see section 8A) for reporting to the Centers for Disease Control and Prevention (CDC) and CDPH.

Strategy 2:

Key Activities

1. To establish or enhance gradient strip antimicrobial susceptibility testing (AST) capacity.

Strategy 3:

Key Activities

1. To regularly assess surveillance data and implement processes to improve data completeness, quality, and timeliness.
2. To develop and implement strategies to improve data and information flow between local and state agencies responsible for managing responses to isolates of concern.
3. To support linkage of laboratory (e.g., specimens, isolates, results) data with epidemiological and clinical data.

6. Timeline

Upon execution of contract, San Diego County will collect and process specimens as described in section 5 until funding is exhausted.

7. Allowable Informal Scope of Work Changes

- A. The Contractor or CDPH may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement and are mutually agreed upon by the Contractor and CDPH.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.

- C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by Heluna Health.
- E. In implementing this provision, Heluna Health may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by Heluna Health, the Contractor may devise its own format for this purpose.

8. Required Reports, Data, and Meetings

A. Monthly, Quarterly, Mid-Year, or End-of-Year Reporting

All funded sites will submit the following data sets to CDC and CDPH:

- 1. Line-listed clinic and laboratory data
 - a. Provide detailed information regarding isolate and patient demographics for surveillance and detection
- 2. Aggregated monthly snapshot data
 - a. Allows monitoring of trends in specimen volume for program evaluation
- 3. Alert detection and investigation data reported for isolates with an elevated minimum inhibitory concentration (MIC).

The following data elements are key data identifiers of importance in the clinic and lab linelisted data.

- CARGOS Specimen ID
 - Every specimen that is submitted should have a unique ID in this field
 - The format is "sentinel site code DASH year and month of specimen collection DASH 3-digit number"
- SPEC_COLLECT_DATE
- VISDATE
 - SPEC_COLLECT_DATE and VISDATE may be the same day, but can be different depending upon clinic workflow
- CL_FACILITY and FACILITY
 - Identifies individual clinics participating in CARGOS

Two of the most important identifying variables for CARGOS are the PATIENTID and the MATCHID. These IDs help local program sites and CDC link visits and labs from different days if there were multiple visits.

- PATIENTID
 - Individual patient's identifier that will follow them across time every time they appear in the data set.
 - Cannot be an Experience Modification Rate (EMR) number or include other personally identifiable information (PII) and must be created locally.
- MATCHID
 - Identifies all of the visits and specimens within a GC morbidity event or Case ID in state/local surveillance system could function for this MatchID.

Lastly, upon data submission to CDC, one important change for these IDs from previous projects is appending a "C" to the beginning of the PATIENTID and MATCHID.

B. Program Meetings and Training

The Contractor should designate at least one representative attend CARGOS webinars or meetings held by CDC and CDPH.

Budget

\$18.87 per negative test

\$66.94 per positive test

Total budget not to exceed \$15,000.

Invoice

Monthly, signed invoices must be submitted to both:

Carol Barrera
ELC Program Manager
ELCInvoices@helunahealth.org

Lizzete Alvarado
STD Control Branch
Lizzete.alvarado@cdph.ca.gov

Final invoices must be marked “**Final**” and have the statement: “***This final invoice represents that all deliverables have been met and delivered.***”

The final invoice must be received by August 30, 2025.



County of San Diego Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: 458BI

1. Department ORG: # A5940 Department Name: HHSA-PHS-EISB-LAB

Contact Person: Jacqueline Dazo

Phone: (619) 510-6250

Low Org: # 45075 (optional)

2. Requested Revenue Account Title: _____

3. Anticipated Annual Revenue: \$ 15,000

4. Revenue will be Budgeted Beginning with: F.Y. 24/25

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 from CDC through CDPH and Heluna Health

B. Authority: Admin Code Article VIII, Section 123: Under \$250,000

C. Form of Revenue: ☐ Grant ☐ Subvention ☐ Fee

☐ License

☐ Contract

☒ Other

If Fee or License,
indicate amount: \$ _____

Please Explain:

Work Order Agreement

D. Service Provided: Increase San Diego County's STD clinic and laboratory capacity to collect and culture urethral specimens from male patients, rectal and pharyngeal specimens from male and female patients, and cervical specimens from female patients

E. Means of Projecting for Budget (formula used): Cost Reimbursement for supplies.

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

Please Explain:

Compensation will be paid in response to invoice submitted by the County of San Diego.

G. When is the Revenue Received: ☐ Annually ☐ Quarterly

☒ Monthly

☐ Daily

☐ Other

Please Explain:

6. Cost Recovery: ☒ Full Recovery

☐ A-87

☐ Other

Please Explain:

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: **Dazo, Jacqueline**

Digitally signed by Dazo,
Jacqueline
Date: 2025.05.07 14:57:56 -07'00'

Date: May 7, 2025



REVENUE AGREEMENT/GRANT/MOU CHECKLIST

(To be completed by Region/Division)

TYPE	Revenue Agreement	Application Due Date	Estimated Date of Approval
1.	Revenue Agreement/ Grant/MOU Title:	Combatting Antimicrobial Resistant Gonorrhea and Other STIs(CARGOS) <u>specimen and data collection Agreement</u>	
2.	Summarize purpose of Revenue Agreement/ Grant/MOU:	To increase the ability of state and local jurisdictions to detect resistant Neisseria gonorrhoeae (GC) in their jurisdiction through enhanced surveillance and laboratory capacity.	
3.	What is the key Strategy Initiative(s)?	<u>Health</u>	
4.	Why should HHSA pursue this funding source?	County of San Diego would benefit by preventing the spread of disease.	
5.	Full Cost Recovery?	<input checked="" type="radio"/> Yes <input type="radio"/> Waiver requested	
6.	Enter Distribution Amount:	Total \$ <u>\$15,000.00</u> Direct <u>\$15,000.00</u> External Indirect _____ Internal Indirect _____	
7.	Annual \$ distribution?	Term <u>Other</u>	
	Total \$ <u>\$15,000.00</u>	<input type="checkbox"/> More Than 5 Years?	Match or MOE requirement? <input type="checkbox"/> Match <input type="checkbox"/> Inkind <input type="checkbox"/>
	Year 1 <u>\$15,000.00</u>		
	Year 2 _____		
	Year 3 _____		
	Year 4 _____		
	Year 5 _____		
8.	Board date and minute order #: Not required		
9.	Revenue Agreement/Grant/MOU funds: <input type="checkbox"/> Salaries & Benefits <input checked="" type="checkbox"/> Services & Supplies <input type="checkbox"/> Contracts <input type="checkbox"/> Fixed Assets		
10.	Comments: _____		
11.	Contact Information:	Name <u>Monica Ledesma</u> Phone Number <u>(619) 692-8557</u>	<div>Submit by Email</div> <div>Clear Form</div>

B-29 Costs

Staffing	
Salaries	-
Benefit @ 72.82%	-
TOTAL S&B	-

Services and Supplies	
Office supplies	-
Telecom	-
IT	-
Contract Costs	-
Travel	-
Contract ISF	-
Rent	-
Utilities	-
Other	15,000.00
TOTAL S&S	15,000.00

TOTAL DIRECT COSTS	15,000.00
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INDIRECT COSTS	
Internal Indirects	-
External Indirects	-
TOTAL INDIRECTS	-

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

TOTAL COSTS (B20+B26)	15,000.00
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REVENUE	
Direct Revenue Allowed	15,000.00
Indirect Revenue Allowed	-
TOTAL REVENUE	15,000.00

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

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates

Budget

Budget

\$18.87 per negative test

\$66.94 per positive test

Total budget not to exceed \$15,000.

COSD CLERK OF THE BOARD
2025 MAY 29 AM 9:26



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

COSD CLERK OF THE BOARD
2025 MAY 29 AM 9:26

May 22, 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 COMPETITOR GROUP INC.

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 Competitor Group Inc and the County of San Diego, Sheriff's Office, for law enforcement security services for 2025 Rock N Roll Marathon Finish Line, on June 1, 2025.

The value of this contract will not exceed \$13,833.20 The exact amount will be determined by the amount of cost for actual usage.

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

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

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



Andrew Strong,
Deputy Chief Administrative Officer

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

Date: 5/22/25 Department: SHERIFF

Contract Begin Date: 6/1/25 End Date: 6/1/25 Grant: NO

*Oracle Award #: 509029 Org #: 39447 Amount: \$13,833.20

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

Contracting Agency/Grantor: Competitor Group Inc

Description: Law Enforcement Security Service for the 2025 Rock N Roll Marathon Finish Line

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

Department Approval:

Gapuz, Dane

Digitally signed by Gapuz, Dane
Date: 2025.05.22 11:32:59 -07'00'

Date:

05/22/2025

Approved By:

Group Finance Director:

Karim Alawa

Date:

5/22/25

County Counsel:

Mark Day

Date:

5/27/25

Chief Administrative Officer:

[Signature]

Date:

5/23/25

Office of Financial Planning:

[Signature]

Date:

5/28/2025

* 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: <u>TK</u>	OFP#: <u>25-92</u>



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

From: Christy Moreno, (858) 314-9615		Bureau/Division, or Section: MSB - Contracts						Date: May 22, 2025					
Subject: Reimbursable Services Agreement - CONPETITOR GROUP INC, 2025 Rock N Roll Marathon Finish Line on June 1, 2025 - \$13,833.20													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1	Dane Gapuz, Sheriff's Contract Manager <i>DG</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Karina Galvan, Assistant Group Finance Director Public Safety Group <i>KG</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group <i>AS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Mark Day, Sr. Deputy County Counsel <i>M.D.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Toroshinia Kennedy, Office of Financial Planning <i>TK</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Andrew Potter, Clerk of the Board <i>AP</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS: Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41 Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 22, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE COMPETITOR GROUP INC 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 Competitor Group Inc to provide law enforcement security services for the 2025 Rock N Roll Marathon Finish Line on June 1, 2025.

The value of this contract will not exceed \$13,833.20. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE COMPETITOR GROUP INC, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #71**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 22nd day of May 2025 by and between the Competitor Group Inc. (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the 2025 Rock N Roll Marathon Finish Line.
2. The term of this Agreement shall commence on June 1, 2025, at 4:00 AM, and shall continue in effect through and terminate after June 1, 2025, at 4:00 PM.
3. COUNTY Coordinator of this Agreement shall be Sergeant Paul Bonanno, (619) 772-8784.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

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

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

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

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

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

To REQUESTOR:

Event Name: Rock'n'Roll Running Series San Diego Marathon & Half Marathon
Organization: Competitor Group Inc
C/O: Colleen McDonald
3407 W. Dr. Martin Luther King Blvd Suite 100 Tampa FL, 33607
619-417-9220
Colleen.mcdonald@ironman.com

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

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Colleen McDonald
Competitor Group Inc.

Dane Gapuz
Signature Title/Rank

Colleen McDonald Race Director
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Colleen McDonald
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

Andrew Potter
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Gerard Date: 5/29/15
Deputy Clerk of the Board Supervisors

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

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

EXHIBIT A

COST ESTIMATE

Rock'n'Roll Marathon 2025	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <i>WITH</i> <i>OVERHEAD*</i>	TOTAL
Deputy	8	9.0		\$ 156.85	\$ 11,293.20
Sergeant	1	10.0		\$ 191.26	\$ 1,912.60
Add'l Positions: <i>(Specify on Lines Below)</i>					\$ -
					\$ -
Race Deputy Command Post	1	4.0		\$ 156.85	\$ 627.40
					\$ -
				Sub-Total	\$ 13,833.20
				TOTAL	\$ 13,833.20
Vehicle Minimum or Mileage				\$ 59.96	\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: <i>(List)</i>					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 13,833.20

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



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 27, 2025

COSD CLERK OF THE BOARD
2025 JUN 3 PM1:26

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 the Ramona Spanish Rodeo, on June 14, 2025.

The value of this contract will not exceed \$7,316.33. The exact amount will be determined by the amount of cost for actual usage.

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

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

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

Andrew Strong,
Deputy Chief Administrative Officer

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

Date: 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:

Gapuz, Dane

Digitally signed by Gapuz, Dane
Date: 2025.05.27 10:25:05 -07'00'

Date:

Approved By:

Group Finance Director:

Karina Galvan

Date:

County Counsel:

Mark Day

Date:

Chief Administrative Officer:

[Signature]

Date:

Office of Financial Planning:

Angelina Jimenez

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:

TK

OFP#:

25-93



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From: Christy Moreno, (858) 314-9615		Bureau/Division, or Section: MSB - Contracts						Date: May 27, 2025					
Subject: Reimbursable Services Agreement - The Rodeo Event, Ramona Spanish Rodeo on June 14, 2025- \$7,316.33													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Sheriff's Contract Manager <i>DG</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group <i>ALSGR</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Andrew Potter, Clerk of the Board <i>AP</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:													
Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41													
Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 27, 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 the Ramona Spanish Rodeo on June 14, 2025.

The value of this contract will not exceed \$7,316.33. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE RODEO EVENT, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #58-1**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 14th day of May 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 June 14, 2025, at 02:00PM, and shall continue in effect through and terminate after June 14, 2025, at 10:00PM.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Navarro, (760) 738-2403.
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 cancelation 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 Department 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

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

By: San Hallen Date: 06/03/2025
Deputy Clerk of the Board Supervisors

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

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

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
Deputy	5	7.5		\$ 156.85	\$ 5,881.88
Sergeant	1	7.5		\$ 191.26	\$ 1,434.45
Add'l Positions: <i>(Specify on Lines Below)</i>					\$ -
					\$ -
					\$ -
					\$ -
				Sub-Total	\$ 7,316.33
				TOTAL	\$ 7,316.33
Vehicle Minimum or Mileage					\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: <i>(List)</i>					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 7,316.33
*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPOT <u>AND</u> OVERHEAD.					
Deposit Required	\$3,659.00				
Deposit Due Date	6/1/2025				
FOR CONTRACTS UNIT ONLY:					
REVIEWED BY CONTRACTS:				<NAME/DATE REVIEWED>	

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



2025 JUNE 4 PM 1:17
2025 JUNE 4 PM 1:17

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

June 5, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN SAN DIEGO STATE UNIVERSITY AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

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

Enclosed is a revenue agreement with San Diego State University and the County of San Diego, Sheriff's Office, for the San Diego Football Club (SDFC) and Club America game at Snapdragon Stadium. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$134,359.52 The exact amount will be determined by the amount of cost for actual usage.

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

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

If you have any questions regarding this request, please contact Christy Moreno the Administrative Analyst at (619) 441-0611

Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Digitally signed by Gapuz, Dane
Date: 2025.06.05 13:58:24 -07'00' Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFP USE ONLY	
Init: <input type="text" value="TK"/>	OFP#: <input type="text" value="25-96"/>



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From: Christy Moreno, [REDACTED]	Bureau/Division, or Section: MSB - Contracts	Date: June 5, 2025
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Subject:

RATIFICATION:

Reimbursable Services Agreement - San Diego State University, San Diego Football Club (SDFC) and Club America game at Snapdragon Stadium on June 7, 2025 - \$134,359.52

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

COMMENTS:

Other: Please email signed copy to Christy.Moreno@sdsheiff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

June 5, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN SAN DIEGO STATE UNIVERSITY AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with San Diego State University to provide law enforcement security services for the San Diego Football Club (SDFC) and Club America game at Snapdragon Stadium, on June 7, 2025. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$134,359.52. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the contract for signatures.

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

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in black ink that reads "Dane Gapuz". The signature is written in a cursive, flowing style.

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG SAN DIEGO STATE UNIVERSITY, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #76**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 4th day of June 2025 by and between San Diego State University (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 San Diego Football Club (SDFC) and Club America game at Snapdragon Stadium.
2. The term of this Agreement shall commence on June 7, 2025, at 1300, and shall continue in effect through and terminate after June 7, 2025, at 2300.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Glen Twyman, (760) 585-5340.
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 Department 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:

San Diego State University Police Department
POC: Hank Turner, Asst. Chief
5500 Campanile Drive
San Diego, CA 92182
(619) 322-1132
hturner@sdsu.edu

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

CHIEF GREGORY MURPHY
SDSU POLICE DEPARTMENT

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Gregory Murphy
Signature Title/Rank
Gregory Murphy (Jun 5, 2025 08:46 PDT)

Gregory Murphy
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

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.	
By: <u>gwal</u> Deputy Clerk of the Board Supervisors	Date: <u>6/6/25</u>

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

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

EXHIBIT A

COST ESTIMATE

June 7, 2025 1300-2300	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
MFF PLATOON					
Deputy	44	10.0		\$ 156.85	\$ 69,014.00
Sergeant	5	10.0		\$ 191.26	\$ 9,563.00
Lieutenant	1	10.0		\$ 218.61	\$ 2,186.10
SUPPORT MFF					
EPD Lieutenant	1	10.0		\$ 218.61	\$ 2,186.10
SED Grenadiers Deputy	8	10.0		\$ 156.85	\$ 12,548.00
CIU Detective Deputy	6	10.0		\$ 156.85	\$ 9,411.00
UAS Operator Deputy	4	10.0		\$ 156.85	\$ 6,274.00
MOBILE BOOKING					
Sergeant	2	10.0		\$ 191.26	\$ 3,825.20
Deputy	10	10.0		\$ 156.85	\$ 15,685.00
Detention Processing Tech	2	10.0		\$ 44.68	\$ 893.60
Detentions Nurse	1	10.0		\$ 85.48	\$ 854.80
				Sub-Total	\$ 132,440.80
				TOTAL	\$ 132,440.80
Vehicle Minimum or Mileage					
	32			\$ 59.96	\$ 1,918.72
Motorcycle Mileage					
					\$ -
				TOTAL	\$ 1,918.72
TOTAL ESTIMATED COSTS					\$ 134,359.52

Contact the Sheriff's Office Contracts Management Unit at (858) 314-9615 for assistance.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

COSD CLERK OF THE BOARD
2025 JUN 6 PM4:12

June 6, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Dane Gapuz, Contract Manager
San Diego Sheriff's Office

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH 22ND DISTRICT AGRICULTURAL ASSOCIATION

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 22nd District Agricultural Association and the County of San Diego, Sheriff's Office, for law enforcement security services for the Del Mar Fairgrounds Events on June 1, 2025 to May 31, 2030.

The value of this contract will not exceed \$2,871,369.00 The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Office
Contracts Division
Attn: Christy Moreno

Mail Stop: O-41

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

Dane Gapuz,
Sheriff's Contract Manager



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

From: Christy Moreno, (██████████)		Bureau/Division, or Section: MSB- Contracts					Date: May 30, 2025						
Subject: 22 nd Distric Agrecultural Assosiation No. 25-005 Service Agreement with the Sheriff's Office June 1, 2025 - May 31, 2030 Board Letter May 6, 2025													
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. Mark Day, Sr. Deputy County Counsel <i>MD</i>			X						X				
2. Andrew Potter, Clerk of the Board <i>AP</i>			X						X				
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
COMMENTS: Please email signed copy to Christy.Moreno@sdsheriff.org Thank you.													

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

APPROVED BY THE BOARD
2025-05-06 PM 4:20

MINUTE ORDER NO. 2

**SUBJECT: SHERIFF'S OFFICE LAW ENFORCEMENT AGREEMENT WITH THE STATE
OF CALIFORNIA'S 22ND DISTRICT AGRICULTURAL ASSOCIATION
(DISTRICT: 3)**

OVERVIEW

On May 4, 2021 (08), the Board of Supervisors (Board) authorized the execution of a four-year agreement with the State of California's 22nd District Agricultural Association (District) for law enforcement and traffic control services to be provided by the Sheriff's Office for the period of July 2, 2021, through May 31, 2025. The District manages and operates the Del Mar Fairgrounds on behalf of the State of California, and hosts events such as the San Diego County Fair and other interim events.

Today's action requests that the Board approve the execution of a new agreement between the County of San Diego and the State of California's 22nd District Agricultural Association, for the period of June 1, 2025, through May 31, 2030. This item also requests to waive Board Policy B-29, Fees, Grants, and Revenue Contracts Department Responsibility for Cost Recovery which requires prior approval of the submission of grants and revenue applications requirement of docketing Revenue Contracts with the Board at least 60 days prior to effective date of the contract. Negotiations between the Sheriff and the District were not concluded in time to meet the 60-day requirement.

RECOMMENDATION(S)

SHERIFF

1. Approve and authorize the Clerk of the Board to accept and execute, upon receipt, an agreement with the State of California's 22nd District Agricultural Association for the period of June 1, 2025, through May 31, 2030, for an estimated amount of \$2,871,369 for law enforcement and traffic control services for the San Diego County Fair and other interim events at the Del Mar Fairgrounds.
2. Authorize the Sheriff to execute all required contract documents, including any extensions, amendments, and/or revisions thereto that do not materially impact either the program or funding level.
3. Waive Board Policy B-29, Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery that requires docketing revenue contracts with the Board at least 60 days prior to effective date of contract.

EQUITY IMPACT STATEMENT

With approval to execute the agreement with the State of California's 22nd District Agricultural District, the Sheriff's Office will be able to provide law enforcement services that aim to protect everyone's human right to life, liberty, and security of person and property. Additionally, the agreement is for traffic control, and this will ensure that the residents of the communities are not impacted as they carry out their daily lives while the events being held at the Del Mar Fairgrounds.

SUSTAINABILITY IMPACT STATEMENT

This negotiated agreement is for staffing and equipment necessary to provide the highest level of public safety service to individuals that attend events at the Del Mar Fairgrounds. Funding necessary staffing ensures that the workload of responding to calls for service, investigating crimes, assisting the community, and the multitude of support efforts is covered during these events which furthers the County's Sustainability Goals of Equity and Justice.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2024-25 Operational Plan in the Sheriff's Office. If approved, this request will result in current year estimated costs and revenue of \$165,495 and an estimated \$2,705,874 over the remaining term of the five-year agreement from July 1, 2025 through May 31, 2030. The funding source is revenue from the State of California's 22nd District Agricultural Association (District). Subsequent year costs and revenues will be included in future year Operational Plans for the Sheriff's Office and will be adjusted, as necessary, based on negotiated labor agreements and other adjustments or service level changes. The District will reimburse the Sheriff's Office for all actual costs. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

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

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

ABSENT: (District 1 Seat Vacant)

State of California)

County of San Diego) §

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

ANDREW POTTER

Clerk of the Board of Supervisors



Signed

by Andrew Potter



STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-005

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-20

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

County of San Diego Sheriff's Office

2. The term of this Agreement is:

START DATE

June 1, 2025

THROUGH END DATE

May 31, 2030

3. The maximum amount of this Agreement is:

\$2,871,369.00

Two Million Eight Hundred Seventy-One Thousand Three Hundred Sixty-Nine Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms & Conditions	4
Exhibit D Attachment I	Insurance Requirements	1

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

9621 Ridgehaven Court

CITY

San Diego

STATE

CA

ZIP

92123

PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

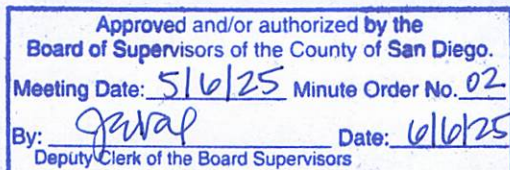
Clerk of the Board

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6/6/25

Approve as to Form and Legality Mark Day, Sr. Deputy County Counsel



STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-005

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-20

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. County of San Diego – Sheriff's Office, hereinafter referred to as "Contractor", agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as "District," with services as described herein:

The Contractor shall provide deputies, supervisors and related equipment and vehicles to deliver law enforcement services for the District and Del Mar Thoroughbred Club (DMTC) at the Del Mar Fairgrounds, in accordance with the scheduling and staffing document mutually agreed upon.

- B. The services shall be performed at the District property located 2260 Jimmy Durante Blvd., Del Mar, CA 92014.
- C. The services shall be provided during the San Diego County Fair, the DMTC Race Meets, and mutually agreed upon other events.
- D. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association Public Safety Department	Contractor: County of San Diego Sheriff's Office
Name: Mark Elvin	Name: Dane Gapuz, Contracts & Grants Manager
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 9621 Ridgehaven Court San Diego, CA 92123
Phone: 858-792-4282	Phone: 619-851-4943
e-mail: melvin@sdfair.com	e-mail: Dane.Gapuz@sdsheriff.org

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED BY CONTRACTOR:**A. Background and Goals**

The annual San Diego County Fair is open to the public and runs for approximately 4 weeks which is anticipated to begin in June and ends in July, utilizing the entire Fairgrounds property. The San Diego County Fair is typically closed to the public on Mondays and Tuesdays, except when July 4th and its observed holiday falls on one of these days; however, Sheriff services are required at a reduced capacity on those days and a week prior to the start of the Fair.

**EXHIBIT A
SCOPE OF WORK**

The estimated attendance during Fair-Time is approximately 1,000,000 patrons over these 4 weeks. The average attendance per day is approximately 45,000 patrons. Weekday attendance could be as low as 30,000 patrons per day, particularly in the early days of the Fair, and often on weekend days, particularly later in the Fair, attendance could be as high as 70,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions, and day of the week. During the Fair, the District hosts various types of events and exhibits including agricultural education, food stands, bars, festivals, concerts, animal shows, entertainment, and sporting events.

In addition to the San Diego County Fair, the District's property is home to live horse race meets operated by DMTC. The Del Mar racetrack is the second-largest horse-racing venue in the Western United States, with a capacity of 44,000. The race meets spans two seasons: Summer, from mid-July through early September, and Fall, in November. Furthermore, Del Mar racetrack is the site for the Breeders' Cup World Championships in 2025, one of the sport's most anticipated events, attracting competitors and fans from around the world.

The goal of the law enforcement services contract is to ensure that Contractor – the law enforcement agency serving the county and the City of Del Mar – assists District in maintaining public safety and order, enforcing laws, and ensuring the safety of large crowds during events on District property that attract tens of thousands of San Diego County visitors and residents each day. This includes responsibilities such as crowd control, patrol, implementing safety checks, collaborating with District to uphold local regulations, and responding to emergency situations during the San Diego County Fair, DMTC Race Meets, and other events hosted on the District's property.

B. Contractor Responsibilities

- a. Contractor shall provide law enforcement for the annual San Diego County Fair, DMTC Race Meets, and other events at the Fairgrounds, as requested by the District and DMTC, as mutually agreed upon in the scheduling/staff document.
- b. Contractor agrees to provide a supervisor to meet and confer each shift with the Public Safety Director, or their designee, to coordinate, place, and maintain security and traffic patrols.

The Contractor Supervisor or Designee will serve as the primary point of contact and be responsible for all aspects of this Agreement, including but not limited to:

- Coordinating and scheduling contractor personnel;
- Overseeing personnel check-in and check-out;
- Maintaining time and attendance records;
- Attending District events meetings as requested;
- Ensuring proper invoicing;
- Communicating with District's Public Safety Director;
- Relaying information to their staff; and
- Posting procedures and instructions for their staff on specific events.

The Contractor Supervisor or Designee shall also ensure that all of the District's requirements are met. This includes ensuring all personnel are properly assigned to their respective tasks, adequately equipped to perform their duties, and fully informed of their duties and responsibilities. Contractor Supervisor or Designee shall also ensure

EXHIBIT A
SCOPE OF WORK

that all staff members are present and punctual for their assignments.

Contractor agrees to provide the District with the regulation of crowd conduct, appropriate and necessary public safety services and to arrest law violators as appropriate

- c. Contractor agrees that Sheriff's personnel shall be subject to the normal rules and regulations governing contract employees of the District with respect to admission and parking requirements.
- d. Contractor shall be responsible for supplying all necessary equipment for the temporary office modular trailer provided by the District for operational purposes during the San Diego County Fair.
- e. Contractor further agrees to provide law enforcement services at other events for the same Safety Director will provide service requests as least-thirty (30) days in advance. Contractor shall invoice the District for the actual cost of the services provided.
- f. During scheduled events, the Contractor Supervisor or Designee of the Contractor shall be responsible for daily communication with specified District personnel. Contractor shall immediately notify the District of any personnel issues that may impact safety.
- g. Contractor shall communicate and provide updates to District personnel as necessary and without limitation, to ensure the timely exchange of information and effective coordination. Contractor shall immediately notify the District if anyone uses any level of force.
- h. As requested, the District's Public Safety Director will meet with the Contractor Supervisor or Designee to discuss any necessary arrangements for security, facility management, medical, and traffic support for the San Diego County Fair and the DMTC Race Meets. Contractor's personnel will be requested as needed for other event meetings; other event meetings may include coordination or briefings with District Security, event management, and event promoters.
- i. When and if possible, Contractor shall offer shift opportunities to Sheriff Reserves to help staff events. It shall be Contractor's responsibility to ensure all Contractor personnel have visible Identification Card or Badge, identification badge or card shall be present at entry points designated by District Management.

C. Staffing Requirements

Staffing Request Approval - District shall submit a proposed staffing request to the Contractor for review and approval. The Contractor shall evaluate the proposed staffing levels to ensure they align with safe staffing practices and standards. Staffing requests must meet safety requirements appropriate to the size, nature, and anticipated attendance of the event and adhere to levels consistent with past practices for similar events. The Contractor reserves the right to reject or request modifications to any staffing proposals that do not meet acceptable safety standards. This process is to ensure public safety and event security while balancing cost considerations responsibly.

EXHIBIT A
SCOPE OF WORK

Fairtime - The District anticipates Contractor's Fairtime responsibilities to be very broad-based to provide law enforcement service over a 30-day period. Staffing shall consist of maintaining two (2) rotating shifts per day noted as "day" and "night" shifts, with the possibility of a third shift between day and night shift depending on events happening at the San Diego County Fair. Estimated hours for the annual San Diego County Fair is 3,000. Staff assignments would include, but is not limited to, exhibit security, roving patrols, access control, parking lot security, no-alcohol control points, concert security, parking enforcement and other security/crowd management functions. Specific staffing requirements will be provided in advance by the District's Public Safety Director.

Other District Events – On an as needed basis, Contractor shall provide law enforcement service for any part, or all of the positions listed in paragraph "Fairtime". In addition, Contractor may be required to staff other events. District agrees to provide staffing needs for other events at least thirty (30) days prior to start of other events. Yearly estimated hours for other events are 500.

Del Mar Thoroughbred Race Events – Contractor shall also provide law enforcement services for the Summer and Fall Live Race Meets, as well as the Breeder's Cup at the Fairgrounds. The race meets and related hospitality events are organized by DMTC and are the sole responsibility of DMTC. Contractor shall work with DMTC to coordinate law enforcement duties and service requirements during the race meets.

D. Fire Regulations

All fire regulations as prescribed by the State of California Fire Marshal must be strictly observed.

E. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of District, as these employees and officers are not permitted to accept them. Contractor employees while performing duties for the District are prohibited from accepting any gift or gratuity from any customer, contractors or promoters.

F. Uniforms

While on duty for the District, all personnel employed by Contractor shall be dressed in the Sheriff Office uniform that is easily identifiable unless pre-approved by District for events that request inconspicuous uniforms. Personnel uniforms shall be provided by the Contractor at no expense to District.

G. Hourly Rates

District will pay the Contractor for the services rendered for the annual San Diego County Fair, the DMTC Race Meets, and mutually agreed upon other events. The hourly "Unit Cost" for each Deputy by classification is stipulated on Exhibit B. Attachment 2, Law Enforcement Services Unit Cost Estimate and are incorporated by reference. The rates charged for said services by the Contractor pursuant to this contract shall approximate the actual cost to the Contractor and shall be determined annually by the Contractor. Any rate adjustment by the Contractor shall be submitted to the District in writing and shall be effective upon distribution, subject to termination.

EXHIBIT A

SCOPE OF WORK

District will reimburse the Contractor for actual costs incurred for the services provided, including overtime and overhead.

3. DISTRICT RESPONSIBILITIES

- A. District's Public Safety Director shall provide the Contractor with a schedule of services required for the San Diego County Fair at least thirty (30) days prior to the Fair's opening date.
- B. Contractor shall be provided with limited parking for official Sheriff vehicles only and admission credentials for management staff only.
- C. District shall provide the Contractor with a temporary office modular trailer for operational purposes during the San Diego County Fair. District shall locate the temporary office in suitable area on District property for Contractor to conduct operations.
- D. District shall provide appropriate contacts with DMTC to coordinate services and payment for live racing events.
- E. District shall maintain good communication and collaboration and work to keep Contractor informed of potential public safety issues.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor for actual expenditures incurred for services rendered.
- B. Service Rate used to calculate estimated costs: Refer to Exhibit B, Attachment 1, Law Enforcement Services Unit Cost Estimate Rate Sheet. The amounts listed in the table below are only estimates, and actual expenditures for services rendered may be different.

Estimated Total Amount for 22 nd DAA 2025	\$350,000
Estimated Total Amount for DMTC including Breeder's Cup 2025	\$336,020
Estimated Total Amount for 22 nd DAA 2026	\$364,000
Estimated Total Amount for DMTC 2026	\$161,871
Estimated Total Amount for 22 nd DAA 2027	\$378,560
Estimated Total Amount for DMTC 2027	\$161,871
Estimated Total Amount for 22 nd DAA 2028	\$393,705
Estimated Total Amount for DMTC 2028	\$161,871
Estimated Total Amount for 22 nd DAA 2029	\$401,600
Estimated Total Amount for DMTC 2029	\$161,871
TOTAL NOT TO EXCEED CONTRACT AMOUNT	\$2,871,369

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

Attachment 2
Law Enforcement Unit Cost Estimate

San Diego County Sheriff's Office
Law Enforcement Services
Unit Cost Estimate
FY 2023-2024

Printed 8/8/2024

	(1)	(2)	(3)	(4)	(5)
	Direct Rate	Sergeant's Support	Overhead Cost	Annualized S&S Rate	Unit Cost
5746 Deputy Sheriff					
With Sergeant's Support and Overhead	106.51	14.80	35.54	1.21	\$ 158.06
With Sergeant's Support	106.51	14.80	-	1.21	\$ 122.52
With Overhead	106.51	-	31.21	1.21	\$ 138.93
Without Sergeant's Support and Overhead	106.51	-	-	1.21	\$ 107.72
5746 Deputy Sheriff - Motorcycle					
With Sergeant's Support and Overhead	106.51	14.80	42.46	1.21	\$ 164.98
With Sergeant's Support	106.51	14.80	-	1.21	\$ 122.52
With Overhead	106.51	-	37.28	1.21	\$ 145.00
Without Sergeant's Support and Overhead	106.51	-	-	1.21	\$ 107.72
5790 Sheriff's Sergeant					
With Overhead	147.92	-	43.34	1.21	\$192.47
Without Overhead	147.92	-	-	1.21	\$149.13
5780 Sheriff's Lieutenant					
With Overhead	169.07	-	49.54	1.21	\$219.82
Without Overhead	169.07	-	-	1.21	\$170.28
5775 Sheriff's Captain					
With Overhead	202.85	-	59.44	1.21	\$263.50
Without Overhead	202.85	-	-	1.21	\$204.06
2822 Sheriff's Emerg Svcs Dispatcher					
With Overhead	77.59	-	22.73	0.52	\$100.85
Without Overhead	77.59	-	-	0.52	\$78.11
5748 Community Services Officer					
With Overhead	53.01	-	15.53	0.52	\$69.07
Without Overhead	53.01	-	-	0.52	\$53.53

- Vehicle Rates**
- (6) Patrol Vehicle / Day \$59.96
OR
(7) Vehicle Rate / Mile (if mileage cost used) \$0.21

Footnote Explanations:

- (1) Source: BULC Report FY 2022-2023, Direct Rate
(2) Formula: (5790 Sheriff's Sgt Hourly Rate) x 10%
(3) Formula: (Direct Rate + Sgt's Support) x (LESB ICRP without Vehicle Cost Rate or LESB ICRP with Vehicle Cost Rate)
(4) Source: LE S&S FY 23-24
(5) Formula: Direct Rate + Sgt's Support + Overhead Cost + Annualized S&S Rate
(6) Source: Vehicle Cost FY 2023-2024 from Fleet
(7) Source: GSA Mileage Reimbursement Rate as of Jan. 01, 2024
V:\Financial Services\Finance3\FINANCIAL SERVICES\FSD FY 23-24\COST ACCOUNTING AND SUPPLIES\COST\Dept Billing Rates\FY 23-24\LE DEPT BILLING RATES FY23-24.xlsx

1 of 1

The hourly service rate shall be inclusive of all wages, overhead, sergeant supports, annualized supplies and services, allowances, supervision, insurance(s), material, labor, certificate, license, travel, transportation, equipment, fuel, calls, or any other related expenses required to perform the Scope of Work. District shall not be billed for any costs that were not specifically included in the contract.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Payable
2260 Jimmy Durant Blvd.
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. Invoices shall be paid within 45 calendar days. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the District's Contract Administrator.
- E. The invoice shall contain the following information. Invoices submitted without the details below may result in delay of payment.
1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 2. Printed name of the Contractor.
 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 4. The date of the invoice;
 5. The number of the Agreement upon which the claim is based; and
 6. An itemized account of the services for which the District is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) Employee Name, Job Code, Department, and Employee ID
 - d) The method of computing the amount due, i.e. hourly rate plus number of hours
 - e) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement.

2. Prompt Payment Clause

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

3. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the District under this Agreement have ceased and that no further payments are due or outstanding.

Exhibit C
General Terms and Conditions

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION:-The District, State of California, Department of Food & Agriculture, shall defend, indemnify, and hold Contractor its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims, for injury damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, State of California, Department of Food & Agriculture, , its officers, employees, or agents.

Contractor shall defend, indemnify, and hold the District, State of California, Department of Food & Agriculture, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor its officers, employees, or agents.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The State shall pay the Contractor for all services performed up to the date of termination
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of

Exhibit C
General Terms and Conditions

Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

Exhibit C
General Terms and Conditions

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

Exhibit C
General Terms and Conditions

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
19. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e)).

Exhibit D
SPECIAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the Department of Food & Agriculture, if required. Contractor may not commence performance until such approval has been obtained.

2. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

The retention of such services, the standards of performance, the selection and discipline of the Contractor's agents and employees pursuant to this Agreement and other matters incident to the performance of such services and the control of such personnel shall remain with the Contractor or their authorized representatives.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the District and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. Appearance, Conduct, or Demeanor

Contractor and Contractor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Contractor's employee will be prominently displayed at all times.

Contractor understands and agrees that District management, at its sole discretion, may determine that a person or agent utilized by Contractor in the performance of this contract, due to his or her appearance, conduct, or demeanor may be unacceptable to the District, if it is determined that such appearance, conduct, or demeanor is detrimental to District's operations. If there is an issue with Contractor's employees, the District will present the issue to Contractor and both parties will attempt to resolve the issue. It is up to the decision of Contractor which employees are assigned to work at the Fairgrounds.

Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the District to Contractor or its employees.

Exhibit D
SPECIAL TERMS AND CONDITIONS

5. Smoking Policy

By signing this Contract, the Contractor hereby certifies that they have read, understand, and will comply with State Law and the District's Smoking Policy, as follows:

State law expressly prohibits smoking in all buildings and enclosed areas on the Del Mar Fairgrounds. A no smoking zone also exists within **20** feet of any entrance to a building on the Fairgrounds. In addition, as a matter of public health and courtesy, the District's policy is to attempt to provide a smoke-free environment to all nonsmoking individuals here to conduct business or members of the public, whether they are congregating within a building or outside on the grounds. Contractors, Subcontractors and their employees wishing to smoke in an outside location while on break are expected to be sensitive to the needs of nonsmokers at all times.

Please Note: During the San Diego County Fair, the entire Fairgrounds is smoke free. Smoking is only allowed in designated smoking areas. All Contractors, Subcontractors, and their employees must comply with the law. It is the responsibility of the Contractor/ Subcontractor to ensure that all employees are informed of and comply with this policy.

6. Nonexclusively

Contractor understands and agrees that this is a nonexclusive Agreement. District may hire other contractors for work of a similar or identical nature.

7. Fire Regulations

Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.

8. Settlement of Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of informally within a reasonable period of time of ten days between the Contractor and District Contract's Manager, or other normally responsible for the administration of this contract, shall be brought to the attention of the District's Chief Executive Officer and the County's Chief Administrative Officer (or designated representative of either officer) for joint resolution.

9. Termination for Convenience

The District or Contractor reserves the right to terminate this Agreement, at any time, with or without cause, by giving the other party notice in writing at least thirty (30) calendar days prior to the date when such termination shall become effective. The District shall pay the Contractor for all services performed up to the date of termination.

If by any reason the District is unable to perform their obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

Notwithstanding any other provision of this Agreement, the Contractor may temporarily

Exhibit D

SPECIAL TERMS AND CONDITIONS

cancel services provided under this Agreement for any activity if, the Contractor concludes that there were insufficient personnel available to provide such services due to other duties and obligations required by law. In such cases, the Contractor shall provide adequate notice. Services will be restored as soon as practical. The District is not obligated to pay for cancelled services

10. Excise Tax

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

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

12. Ban

The mass release of helium balloons is strictly prohibited.

13. Drone Policy

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the District is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the District. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests. The use of drones by law enforcement for law enforcement purposes is exempted from this policy.

Permission to stay or remain on District property may, in the discretion of the District, be revoked for any person[s] in violation of this policy.

14. California Franchise Tax Board

Contractor may be subject to State withholding by the Franchise Tax Board (refer to Exhibit B).

15. Conflict Of Interest Prohibition

Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor's obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with the District/State and to provide any necessary and appropriate information requested by the District/State or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor's obligations pursuant to this Agreement. Contractor may not employ any District/State director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of the District/State have any financial interest in this Agreement that would violate California Government Code Section 1090, et sq. Contractor

Exhibit D**SPECIAL TERMS AND CONDITIONS**

acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and the Contractor will not be entitled to any compensation for Contractor's performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District/State for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the District/State reserves all its rights and remedies at law and in equity concerning any such violations.

16. Russian Sanctions

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

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

**EXHIBIT D, ATTACHMENT I
INSURANCE REQUIREMENTS**

I. Evidence of Coverage

The Contractor shall provide a signed original evidence of coverage form for the term of the contract or agreement with statement of coverage for insurance



County of San Diego

SUSAN BRAZEAU
DIRECTOR

DEPARTMENT OF HUMAN RESOURCES
RISK MANAGEMENT
5500 OVERLAND AVENUE, SUITE 370, SAN DIEGO, CALIFORNIA 92123-1261
(858) 694-3800 / FAX (858) 694-3834

March 6, 2025

The State of California,
The 22nd District Agricultural Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

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 and Workers' Compensation. 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 as a matter of information only and confers no rights upon the holder of this Statement. This Statement does not amend, extend or alter the self-insured program of the County of San Diego.

State of California, the California Fair Services Authority, the 22nd District Agricultural Association, San Diego County Fair

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

The County of San Diego, San Diego County Sheriff's Department, Agreement Number 25-005, law enforcement for the annual San Diego County Fair, DMTC Race Meets, and other events at the Fairgrounds, as requested by the District and DMTC.

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.

Jeffrey Boco

Jeffrey Boco
Human Resources Analyst
County of San Diego

March 6, 2025
Date

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

MINUTE ORDER NO. 7

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

OVERVIEW

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

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

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

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

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

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

EQUITY IMPACT STATEMENT

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

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

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

SUSTAINABILITY IMPACT STATEMENT

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

FISCAL IMPACT

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

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

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

BUSINESS IMPACT STATEMENT

N/A

ACTION:

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

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

State of California)
County of San Diego) §

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

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter



STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGE

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING AUTHORITY NUMBER
CF-2223-23	3	

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Diego

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

09/30/2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 2,520,080 Two million five hundred twenty thousand eighty and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment increases the total amount of the Agreement by \$ 292,154 in SNAP-Ed funds for a new maximum Agreement amount of \$ 2,520,080. There are no changes to the CalFresh part of the Agreement.
- B. Exhibit B, Attachment 1 - Budget Display (1 page), identified as Amendment 3, is hereby added to the Agreement. The Budget, Amendment 3, is hereby incorporated by reference and replaces the original referenced Budget.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

P.O. Box 23217

CITY

San Diego

STATE

CA

ZIP

92193-3217

PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

Clerk of the Board

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5/23/25

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Andrew Sachs

TITLE

Assistant Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

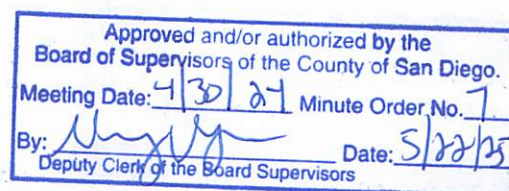
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

APPROVED AS TO FORM AND LEGALITY

Raquel Young

Digitally signed by Raquel Young
Date: 2025.05.13 14:05:28 -07'00'

Supplemental Nutrition Assistance Program-Education (SNAP-Ed)
 CalFresh Expansion
 Budget Display
 County of San Diego

Federal Fiscal Year 2023					
12 months (October 1, 2022 - September 30, 2023)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	a	SNDL	\$268,150	\$16,230	\$284,380
CalFresh Expansion					
State General Fund	a	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	a	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$16,230	\$448,546

Federal Fiscal Year 2024					
12 months (October 1, 2023 - September 30, 2024)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	b	SNDL	\$268,150	\$618,253	\$886,403
CalFresh Expansion					
State General Fund	b	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	b	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$618,253	\$1,050,569

Federal Fiscal Year 2025					
12 months (October 1, 2024 - September 30, 2025)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	c	SNDL	\$564,645	\$292,154	\$856,799
CalFresh Expansion					
State General Fund	c	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	c	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$728,811	\$292,154	\$1,020,965

- a Expenditures must be reported in closeout by 10/31/23
- b Expenditures must be reported in closeout by 10/31/24
- c Expenditures must be reported in closeout by 10/31/25

CFDA# 10.561
 CFDA Program Title State Administrative Matching Grants for the Supplemental Nutrition Assistance Program
 Funding Provided through the United States Department of Agriculture, Food and Nutrition Services

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CF-2223-23

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Diego

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

09/30/2025

3. The maximum amount of this Agreement is:

\$ 1,296,948 One million two hundred ninety six thousand nine hundred forty eight and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	12 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail, Payment Provisions, and Closeout	9 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C*	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	32 pages
Exhibit E	Additional Provisions	8 pages

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

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

P.O. Box 23217

CITY

San Diego

STATE

CA

ZIP

92193-3217

PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

Clerk of the Board

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

10/13/22

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

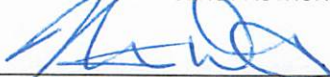
PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE



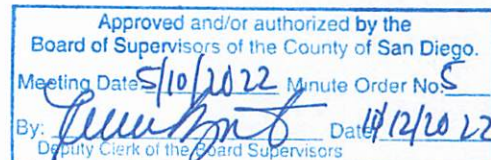
DATE SIGNED

11/28/22

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

APPROVED AS TO FORM AND LEGALITY**Raquel Young**Digitally signed by Raquel Young
Date: 2022.10.11 13:54:46 -07'00'

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

AMENDMENT
NUMBERPURCHASING AUTHORITY
NUMBER

CF-2223-23

1

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Diego

CDSB CLERK OF THE BOARD
2023 MAR 23 AM 7:58

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

09/30/2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,313,178 One million three hundred thirteen thousand one hundred seventy eight and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment increases the total amount of the Agreement by \$ 16,230 for a new maximum Agreement amount of \$ 1,313,178.
- B. Exhibit B, Attachment 1 - Budget Display (1 page), identified as Amendment 1, is hereby added to the Agreement. The Budget, Amendment 1, is hereby incorporated by reference and replaces the original referenced Budget.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

P.O. Box 23217

CITY

San Diego

STATE

CA

ZIP

92193-3217

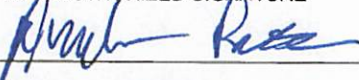
PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

Clerk of the Board

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

3/30/23

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

4/11/23

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

APPROVED AS TO FORM AND LEGALITY**Raquel Young**Digitally signed by Raquel Young
Date: 2023.03.24 10:25:31 -07'00'Approved and/or authorized by the
Board of Supervisors of the County of San Diego.

Meeting Date: 3/10/22 Minute Order No. 5

By:  Date: 3/29/23
Deputy Clerk of the Board Supervisors

Supplemental Nutrition Assistance Program-Education (SNAP-Ed)
CalFresh Expansion
Budget Display
County of San Diego

Federal Fiscal Year 2023					
12 months (October 1, 2022 - September 30, 2023)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	a	SNDL	\$268,150	\$16,230	\$284,380
CalFresh Expansion					
State General Fund	a	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	a	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$16,230	\$448,546
Federal Fiscal Year 2024					
12 months (October 1, 2023 - September 30, 2024)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	b	SNDL	\$268,150	\$0	\$268,150
CalFresh Expansion					
State General Fund	b	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	b	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$0	\$432,316
Federal Fiscal Year 2025					
12 months (October 1, 2024 - September 30, 2025)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	c	SNDL	\$268,150	\$0	\$268,150
CalFresh Expansion					
State General Fund	c	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	c	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$0	\$432,316

- a Expenditures must be reported in closeout by 10/31/23
- b Expenditures must be reported in closeout by 10/31/24
- c Expenditures must be reported in closeout by 10/31/25

CFDA# 10.561
CFDA Program Title State Administrative Matching Grants for the Supplemental Nutrition Assistance Program
Funding Provided through the United States Department of Agriculture, Food and Nutrition Services

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGE

AGREEMENT NUMBER

CF-2223-23

AMENDMENT
NUMBER

2

PURCHASING AUTHORITY
NUMBER

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Diego

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

09/30/2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 2,227,926 Two million two hundred twenty seven thousand nine hundred twenty six and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment increases the total amount of the Agreement by \$ 914,748 in SNAP-Ed funds for a new maximum Agreement amount of \$ 2,227,926. There are no changes to the CalFresh part of the Agreement.

B. Exhibit B, Article V. Payments is revised as follows:

The Contractor shall submit a monthly expenditure request for reimbursement through CDA's Local Finance Reporting System (LoFRS) no later than the last business day of each month for the prior month's expenses unless otherwise specified by CDA.

C. Exhibit B, Attachment 1 - Budget Display (1 page), identified as Amendment 2, is hereby added to the Agreement. The Budget, Amendment 2, is hereby incorporated by reference and replaces the original referenced Budget.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

P.O. Box 23217

CITY

San Diego

STATE

CA

ZIP

92193-3217

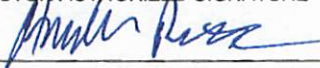
PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

Clerk of the Board

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

5/9/24

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

6/3/24

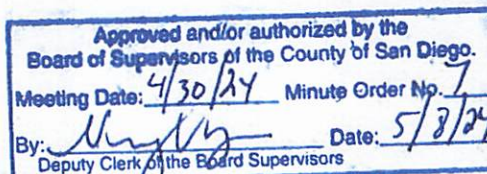
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

APPROVED AS TO FORM AND LEGALITY

Raquel Young

Digitally signed by Raquel Young
Date: 2024.05.03 16:46:18 -07'00'

Supplemental Nutrition Assistance Program-Education (SNAP-Ed)
CalFresh Expansion
Budget Display
County of San Diego

Page 1 of 1

Federal Fiscal Year 2023					
12 months (October 1, 2022 - September 30, 2023)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	a	SNDL	\$268,150	\$16,230	\$284,380
CalFresh Expansion					
State General Fund	a	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	a	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$16,230	\$448,546
Federal Fiscal Year 2024					
12 months (October 1, 2023 - September 30, 2024)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	b	SNDL	\$268,150	\$618,253	\$886,403
CalFresh Expansion					
State General Fund	b	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	b	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$618,253	\$1,050,569
Federal Fiscal Year 2025					
12 months (October 1, 2024 - September 30, 2025)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	c	SNDL	\$268,150	\$296,495	\$564,645
CalFresh Expansion					
State General Fund	c	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	c	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$296,495	\$728,811

- a Expenditures must be reported in closeout by 10/31/23
- b Expenditures must be reported in closeout by 10/31/24
- c Expenditures must be reported in closeout by 10/31/25

CFDA# 10.561
CFDA Program Title State Administrative Matching Grants for the Supplemental Nutrition Assistance Program
Funding Provided through the United States Department of Agriculture, Food and Nutrition Services

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to CalFresh Expansion:

- A. “Activity” means actual work performed by program personnel to implement objectives.
- B. “Applicant” means persons/household who have applied for CalFresh benefits.
- C. “Application Assistance” means the provision of help to clients in completing the CalFresh application and gathering verification documents. It may include delivery of signed applications to the local office. Application assistance provides support to the client during the application phase, which can lead to a more complete application, fewer trips to the local office, and easier processing for the eligibility worker.
- D. “CalFresh” means a federal food assistance program, funded by the United States Department of Agriculture (USDA) and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.
- E. “CalFresh Applications Approved”: CalFresh applications that have been submitted on behalf of a client and approved by the County Welfare Department (CWD) for benefits. It is beyond the scope of this contract for the Contractor to obtain application status on each paper or electronic application from their CWD.
- F. “CalFresh Applications Submitted” means CalFresh applications (both paper and online) that have been submitted on behalf of a client and funded by the CalFresh Outreach Plan.
- G. “CalFresh Partnerships” means partnering with counties and Community Based Organizations (CBO) to address barriers of participation and meet the overall goals of the CalFresh Outreach Plan. This deliverable is defined as the number of collaborative meetings, training and workshops provided to other agencies serving the targeted populations, and participation in local collaborative meetings to provide information and education on CalFresh. This deliverable also includes:
 - 1. Distributing CalFresh Outreach approved information
 - 2. Participating in local collaborative meetings to promote CalFresh Outreach
 - 3. Creating strong partnerships with local CWDs
 - 4. Providing outreach in areas of need, such as, but not limited to, rural communities.

Note: No funds from this Agreement shall be used for public service announcements on radio, television, or billboards. For reference, please see the Farm Bill [Agricultural Act of 2014, Section 4018(a)]

<https://www.govinfo.gov/content/pkg/CRPT-113hrpt333/pdf/CRPT-113hrpt333.pdf>

ARTICLE I. PROGRAM DEFINITIONS *Specific to CalFresh Expansion* (Continued)

- H. “CalFresh Pre-Screening” means the use of a paper or electronic tool to ask a set of targeted eligibility questions to inform potential applicants that they may be eligible. (Note: only CWDs can make an eligibility determination).
- I. “CalFresh Recertification Applications Submitted” means CalFresh recertification applications that have been submitted on behalf of a client.
- J. “Federal Fiscal Year (FFY)” means the period of time that begins October 1 of one year through September 30 of the following year.
- K. “Existing CalFresh Household” means one or more members of a household are already receiving CalFresh.
- L. “Older Adult” means a person age 60 or older.
- M. “Outreach” means educational and informational efforts that provide information about the nutritional and other benefits of participating in CalFresh, as well as basic information about how to apply, directed to nonparticipating but potentially eligible persons. Outreach activities accomplish the following: 1) inform low-income households about the availability, eligibility requirements, and application procedures, 2) provide information about the nutritional benefits of CalFresh, 3) correct myths and misperceptions about CalFresh, and 4) allow individuals to make an informed decision about whether to apply based on accurate information. Allowable outreach activities do not include recruitment activities. See the definition of “recruitment activities” for more information.
- N. “Outreach Operations Manual” means the document that provides all the guidelines and information for managing CalFresh Outreach. The manual is available at <https://www.cdss.ca.gov/inforesources/calfresh-outreach/resources/operations-manual> [CalFresh Outreach Operations Manual].
- O. “Outreach Plan Guidance” means the document that specifies allowable activities.
- P. “Participant” means an individual age 60 or older participating programs or services provided by the Area Agencies on Aging such as Older Americans Act and SNAP-Ed.
- Q. “Program Requirements” means CalFresh program requirements found in the SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); SNAP: State Plan Outreach Guidance; and California Department of Aging (CDA) Program Memoranda.

ARTICLE I. PROGRAM DEFINITIONS *Specific to CalFresh Expansion* (Continued)

- R. “Recruitment Activities” means activities designed to persuade an individual to apply for SNAP benefits through the use of persuasive practices. Persuasive practices constitute coercing or pressuring an individual to apply or providing incentives to fill out an application. Recruitment activities are unallowable costs.
- S. “State Supplemental Payment” (SSP) means the State-funded cash assistance program administered by the Social Security Administration which augments SSI.
- T. “Supplemental Nutrition Assistance Program” (SNAP), formerly known as the Food Stamp Program, provides food purchasing assistance for low- and no-income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS). SNAP is known as CalFresh in California.
- U. “Supplemental Security Income” (SSI) means the Federal cash assistance program administered by the Social Security Administration that provides monthly benefits to people with limited income and resources who are disable, blind, or age 65 or older.
- V. “United States Department of Agriculture, Food and Nutrition Service (USDA, FNS)” is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

Definitions Specific to SNAP-Ed

The United States Department of Agriculture (USDA)-funded Supplemental Nutrition Assistance Program-Education (SNAP-Ed) program is known as CalFresh Healthy Living (CFHL) in California.

- W. “Activity” means actual work performed by program personnel to implement objectives.
- X. “Behavior” indicates action rather than knowledge or attitudes.
- Y. “Behaviorally Focused Nutrition Messages” means messages that are related to:
 - 1. Making healthy food choices, including increasing the consumption of a variety of fruits and vegetables, eating fewer foods high in saturated fat; and switching to whole grains instead of refined grains.
 - 2. Choosing a physically active lifestyle, with an emphasis on increasing moderate and vigorous physical activity and improving strength, balance and flexibility.
 - 3. The environmental impact of dietary practices, including safe food handling and promoting community physical activity groups.
 - 4. Managing food resources, such as using the nutrition facts label when shopping.

ARTICLE I. PROGRAM DEFINITIONS *Specific to SNAP-Ed* (Continued)

5. Food security, such as applying for nutrition assistance programs (i.e., Supplemental Nutrition Assistance Program (SNAP), also known as CalFresh in California; food distribution programs, etc.).
- Z. “CalFresh” means a federal food assistance program, funded by the United States Department of Agriculture (USDA) and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.
- AA. “Census Tracts” are small, relatively permanent geographic entities within counties (or the statistical equivalent of counties) delineated by a committee of local data users. Generally, census tracts have between 2,500 and 8,000 residents and boundaries that follow visible features. Census tract data may be used in targeting audiences for delivery of SNAP-Education (SNAP-Ed).
- BB. “County Nutrition Action Plan (CNAP)” means the collaborative SNAP-Ed planning process where all CFHL funded partners come together to identify eligible sites for SNAP-Ed delivery and what SNAP-Ed funded entity should serve those sites.
- CC. “Education and Administrative Reporting System (EARS)” means the annual data and information collection process completed by SNAP-Ed State agencies.

EARS collects uniform data and information on nutrition education activities funded by SNAP-Ed during the prior fiscal year.
- DD. PEARS means Program Evaluation and Reporting System. It is the data reporting platform where all direct education, indirect education, partnerships, and policy/systems/environmental activities are entered.
- EE. “Effectiveness” means the extent to which pre-established objectives are attained as a result of program activity, as indicated by established performance measures.
- FF. Emerging Strategies or Interventions means community-or practitioner-driven activities that have not yet been formally evaluated for nutrition education and obesity prevention outcomes.
- GG. “Evaluation Process” means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:
 1. “Formative” evaluation involves pre- and ongoing testing of consumer and intermediary elements within program delivery, including messaging, consumer communication materials, training and intervention aids, and evaluation instruments. May be used to adapt elements of an existing evidence-based intervention to a new audience, geographic area, or setting.

ARTICLE I. PROGRAM DEFINITIONS *Specific to SNAP-Ed* (Continued)

2. “Process” evaluation can involve such measures as tracking the number of materials distributed, the number of clients reached, the effectiveness of alternate methods for delivering services and/or barriers to implementing the intervention; helps to assure fidelity that an evidence-based intervention is delivered as designed and thus likely to result in the expected outcomes.
 3. “Outcome” evaluation demonstrates changes that occur in the presence of an intervention but does not establish cause and effect conclusions.
 4. “Impact” evaluation indicates how effective the intervention was in changing the target populations’ attitudes, awareness and/or behavior.
- HH. “Evidence-Based Approach” means a nutrition education and obesity prevention approach that integrates the best research evidence with the best available practice-based evidence.
1. The best research evidence refers to relevant, rigorous nutrition and public health nutrition research, including systematically reviewed scientific evidence.
 2. Practice-based evidence refers to case studies, pilot studies, and evidence from the field of nutrition education interventions that demonstrate obesity prevention potential.
 3. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions. The target areas are identified in the current *Dietary Guidelines for Americans*. Intervention strategies are broad approaches to intervening in specific target areas. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.
 4. Evidence-based allowable uses of funds for SNAP-Ed include conducting and evaluating intervention programs and implementing and measuring policy, systems, and environmental changes in accordance with SNAP-Ed Guidance.
- II. “Federal Fiscal Year (FFY)” means the period of time from October 1 of one year through September 30 of the following year.
- JJ. “Integrated Work Plan (IWP)” means the FFY SNAP-Ed three-year work plan developed with an integrated approach by all SNAP-Ed funded implementing agencies in their local jurisdiction. The IWP identifies goals, objectives, key messages, educational materials, description of target populations, intervention plans, community needs, target messaging, intervention strategies, and evaluation plans to improve the health of the SNAP-Ed eligible population.
- KK. Intervention strategies are broad approaches to intervening on specific target areas.

ARTICLE I. PROGRAM DEFINITIONS *Specific to SNAP-Ed* (Continued)

- LL. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.
- MM. “Low-Income Persons” means older adults age 60 and older participating in or applying for SNAP, as well as people with low financial resources defined as gross household incomes at or below 185 percent (185%) of the Federal Poverty Level (FPL). Census data identifying areas where low-income persons reside are examples of available data sources that can be used to identify low-income populations. Participation in other means-tested Federal assistance programs may also be used as a proxy for low-income since these individuals have gross family incomes below 185 percent (185%) of FPL.
- NN. “Needs Assessment” is the process of identifying and describing the extent and type of health and nutrition problems and needs of low-income older adults in the community.
- OO. “Older Adult” means a person age 60 or older.
- PP. “Participant” means an individual age 60 or older participating in a SNAP-Ed activity at an eligible SNAP-Ed site.
- QQ. “Partnerships” mean SNAP-Ed funded and non-funded partners in the community to help SNAP-Ed programs reach their goals.
- RR. “Poverty Guidelines” means the administrative version of the Federal Poverty Measure issued annually by the Department of Health and Human Services in the Federal Register. Also known as the FPL, these guidelines are often used to set eligibility for certain programs. (<http://aspe.hhs.gov/poverty/index.shtml>)
- SS. “Program Requirements” means SNAP-Ed program requirements found in the Nutrition and Food Act of 2008, Sec. 28 as amended through Pub. L. 113-128 (7 USC 2036a); Healthy Hunger Free Kids Act of 2010, (Sec. 41 Pub. L. 111-296); SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); Agricultural Act of 2014 (Sec. 4028 Pub. L. 113-79); SNAP-Ed Guidance; and California Department of Aging (CDA) Program Memoranda.
- TT. “Project” means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population.
- UU. “SNAP Nutrition Education and Obesity Prevention Services” are a combination of educational strategies, accompanied by supporting policy, systems, and environmental interventions, demonstrated to facilitate adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP participants, and low-income individuals eligible to receive benefits under SNAP.

ARTICLE I. PROGRAM DEFINITIONS *Specific to SNAP-Ed* (Continued)

- VV. “SNAP-Ed eligible individuals” refers to the target audience for SNAP-Ed, specifically SNAP participants and other low-income individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs, such as Medi-Cal or Temporary Assistance for Needy Families. It also includes individuals residing in communities with a significant low-income population.
- WW. “SNAP-Ed Target Audience” includes SNAP participants, low-income individuals eligible to receive benefits under SNAP or other means-tested Federal assistance programs such as Medi-Cal, Supplemental Security Income, Emergency Food Assistance Sites, and low-income housing such as HUD or section 8.
- XX. “SNAP-Ed Site” means any site that meets the USDA, Food and Nutrition Service (FNS) approved site eligibility standards in Article III. Scope of Work – *Specific to SNAP-Ed*, section E of this Exhibit.
- YY. “Unduplicated Count” means that a person is counted once, regardless of the number of sessions within a series in which they participated. A participant should be counted once for each different intervention they attend. Please use these guidelines when reporting social marketing and/or policy, systems, and environmental (PSE) change activities.
- ZZ. “United States Department of Agriculture, Food and Nutrition Service (USDA, FNS)” is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

ARTICLE II. SCOPE OF WORK - *Specific to CalFresh Expansion*

The Contractor shall:

- A. Provide outreach activities for the CalFresh Program (see Welfare and Institutions Code Sections 18904.2 and 18904.3) in accordance with the SNAP Outreach Plan Guidance (https://fns-prod.azureedge.us/sites/default/files/resource-files/SNAP_Outreach_Guide_%20July_2017.pdf) [SNAP: State Outreach Plan Guidance].
- B. Provide CalFresh Expansion activities targeted to adults age 60 and older, including Supplemental Security Income/State Supplemental Program (SSI/SSP) recipients in California.
- C. Conduct any necessary and approved CalFresh Expansion activities to provide the following deliverables:
 - 1. CalFresh Pre-Screening
 - 2. CalFresh Applications Submitted
 - 3. CalFresh Applications Approved
 - 4. CalFresh Partnerships

ARTICLE II. SCOPE OF WORK - ***Specific to CalFresh Expansion*** (Continued)

5. CalFresh Recertification Applications Submitted (if applicable)
- D. For CalFresh applications submitted, the Contractor shall also provide the number of applications submitted for each following target groups:
 1. Households with children under the age of 18
 2. Seniors, age 60 and above
 3. Working low-income households
 4. Households receiving SSI/SSP
 5. Households with language access barriers
 6. College students
 7. Veterans and military families
 - E. Cooperate with CDA or its designee by participating in meetings and/or site visits as CDA may deem necessary to monitor Contractor compliance with the agreement.
 - F. Comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual <https://www.cdss.ca.gov/inforesources/calfresh-outreach/resources/operations-manual>
 - G. Post CalFresh Outreach messaging on its organization's website.
 - H. Utilize data sources to support targeted CalFresh Outreach strategies and efforts.
 - I. Cooperate with CDA in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by CDA. Data may include demographic descriptions of the population served, audience reached, CalFresh activities by county, and additional measures of program effectiveness. The data shall be submitted in a form prescribed by CDA, as noted in Exhibit E, Article IV.
 - J. Participate in training and technical assistance provided by California Department of Social Services (CDSS) and CDA, as deemed necessary by CDA.
 - K. Identify an Area Agency on Aging (AAA) primary point of contact for program communications.
 - L. Certify, on a semi-annual basis, the time and effort of employees working full time on CalFresh, or certify on a monthly basis, the time and effort of employees working part-time on CalFresh.

ARTICLE II. SCOPE OF WORK - ***Specific to CalFresh Expansion*** (Continued)

M. Conduct CalFresh outreach activities as follows:

1. Customize CalFresh outreach materials with AAA and/or service provider contact information.
2. Print outreach materials for distribution to older adults in the Planning and Service Area (PSA).
3. Disseminate outreach materials to older adults at sites where programs and services are provided, at community events, through mailings, and through partners.
4. Post outreach messaging on AAA website and on social media utilized by the AAA such as Facebook, Twitter, and Instagram.

N. Conduct CalFresh application assistance as follows:

1. Provide application assistance at program sites coinciding with regular program services such as Title IIIC Congregate meals, Title IIID Health Promotion classes, and SNAP-Ed activities (where applicable). Sites include senior centers, community centers, senior residential housing, parks, and any other locations where program services are provided.
2. Coordinate with providers of home-based services, including home-delivered meals (HDM), to offer CalFresh application assistance to HDM participants.
3. Provide one-on-one assistance to older adults to complete the CalFresh enrollment process through any the following methods:
 - a. Online through CalFresh enrollment portals
 - b. Paper applications
 - c. Telephone (with application mailed or emailed to client for signature if the AAA/service provider does not have a telephony system with the functionality to record, store, and retrieve telephonic signatures).
4. Review and identify potential income deductions to increase the likelihood of CalFresh eligibility. Potential income deductions include Uncapped Excess Shelter, Excess Medical and Standard Medical Deduction, and Dependent Care Deduction.
5. Assist client with submission of all required paperwork to the local CWD.
6. Contact client within two weeks following application submission to ensure client has been contacted for an interview.

O. Disseminate Disaster CalFresh information, translate materials and messages, and/or provide other assistance to the CWD in the event of a Presidential Declaration of a Disaster with Individual Assistance.

ARTICLE III. SCOPE OF WORK - ***Specific to SNAP-ED***

The Contractor shall:

- A. Administer SNAP-Ed in accordance with program requirements, policies/procedures outlined in this Agreement, and in the current FFY federal SNAP-Ed Guidance <https://snaped.fns.usda.gov/program-administration/snap-ed-plan-guidance-and-templates> . ([SNAP-Ed Guidance]
- B. Implement a SNAP-Ed program targeting the SNAP-Ed eligible population. [7 USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]
- C. Identify a primary contact for the contract who is required to stay informed of any policy/procedural changes.
- D. Provide SNAP-Ed services in accordance with USDA, FNS Guidelines at the local level. [7 USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]
- E. Ensure SNAP-Ed sites meet at least one of the following site eligibility USDA, FNS Guidance Standards:
 - 1. Method 1. Means-Tested Setting. Sites are qualified on the population they serve, and not on their physical location. Only low-income residents receive services at this site. This population qualifies by being eligible for CalFresh, Medi-Cal, public housing, low-income senior apartments, shelters, SSI, Low Income Home Energy Assistance Program (LIHEAP), IHHS, or a food pantry/food bank/Food Distribution on Indian Reservations, etc.
 - 2. Method 3. Census data. The site address must be within an eligible low-income census tract or census block group where at least 50% of the population has income at or below 185 percent of the Federal Poverty Level. If the program is targeting a specific race/ethnicity, the most current data for that group may be used. Use the CalFresh Healthy Living Geographic Information System (CFHL GIS) to identify a qualifying census tract.
 - 3. Method 10. Surveys.
 - a. Intake Forms. Use Title IIIC participant intake forms to determine that at least 50 percent (50%) of participants have gross incomes at or below 100 percent (100%) of the FPL. Ensure Title IIIC SNAP-Ed site eligibility is evaluated annually, and the eligibility documentation records are kept on file at the contracting agency. [7 CFR 272.2(d)(2)(i) and (v)] [USDA/Western Regional Office Targeting Methodology Summary]
 - b. Survey – Identify that at least 50 percent (50%) of participants have gross incomes at or below 185 percent (185%) of the FPL.

ARTICLE III. SCOPE OF WORK - ***Specific to SNAP-ED*** (Continued)

4. Method 11. Qualifying Farmers Markets. If the Farmer's Market is not in an allowable low-income census tract, nutrition education programs must identify whether the farmers market accepts CalFresh Electronic Benefit Transfer (EBT). The Local Implementing Agencies (LIA) will need to show that the market is the only place where low-income consumers can buy from local farmers, or that there are only one or two markets that serve this area.
- F. Ensure SNAP-Ed funds made available under this Agreement are used solely for approved, older adult, SNAP-Ed activities. [7 CFR 272.2(d)(2)(vi)(B)] [7 USC 2026(a)]
- G. Provide SNAP-Ed direct and indirect education activities based on CDA-approved, evidence-based, nutrition education and obesity prevention programs. SNAP-Ed activities must align with specific key messaging that meets the current [Dietary Guidelines for Americans](#) as follows:
 1. Follow a healthy dietary pattern at every life stage.

Customize and enjoy nutrient-dense food and beverage choices to reflect personal preferences, cultural traditions and budgetary considerations. Focus on meeting food group needs with nutrient-dense foods and beverages and staying within calorie limits.
 2. Limit foods and beverages higher in added sugars, saturated fat, and sodium, and limit alcoholic beverages.
- H. Ensure the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the CDA-approved SNAP-Ed IWP which is incorporated by reference, and all pertinent program and data requirements. [7 CFR 272.2] [7 USC 2026a] [SNAP-Ed Guidance]
- I. Participate in local CNAP meetings. [SNAP-Ed Guidance]
- J. Demonstrate that there is a need for SNAP-Ed activities. SNAP-Ed activities shall not supplant existing programs. The SNAP-Ed site location where SNAP-Ed activities are provided must meet the USDA, FNS delivery requirements for delivery of SNAP-Ed services. SNAP-Ed targeting plans must be updated as needed and approved by CDA prior to delivery. [7 CFR 272.2(B)] [SNAP-Ed Guidance]
- K. Ensure that each SNAP-Ed intervention is evaluated for effectiveness using any of the following methods: formative, impact, outcome, and process evaluation techniques as defined in <http://www.fns.usda.gov/sites/default/files/EvaluationPrinciples.pdf>. Use CDA recommended evaluation tools as appropriate.

ARTICLE III. SCOPE OF WORK - ***Specific to SNAP-ED*** (Continued)

- L. Ensure that contractors providing direct education and receiving \$35,000 or more in allocations conduct pre- and post- intervention evaluations in SNAP-Ed series-based classes. The evaluation shall include, at a minimum, questions from validated evaluation tools for physical activity (Adult Physical Activity Survey) and dietary behaviors (Food Behavior Checklist), as applicable.
[2 CFR 200 331]
- M. Maintain a website to reflect current SNAP-Ed programs and services.
- N. Certify, on a semi-annual basis, the time and effort of employees devoting 100% to SNAP-Ed, or certify on a weekly basis, the time and effort of employees devoting less than 100% to SNAP-Ed. Said certification shall be prepared by the supervisor of the effected employee.
- O. Consult with Tribal Organizations about the SNAP-Ed services and the IWP. LIA must document good faith efforts to actively engage Tribal leadership or their designees to help with onsite nutrition education implementation as stated in SNAP regulations. 7 CFR 272.2(b) and 272.2(e) (7). [SNAP-Ed Guidance]. LIA's must describe, in the quarterly reports and annual reports, their coordination, collaboration and outcomes efforts with Tribal Organizations. The description must include (1) the Name of the Indian Tribal Organization, (2) Name of the individual(s) contacted, (3) Brief description of the outcome of the consultation and, (4) how it will impact the SNAP-Ed plan.

**EXHIBIT A, Attachment 1
General Information**

- A. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number CF-2223-23
- B. The services shall be performed in the following Planning and Service Areas (PSA):
CalFresh Expansion PSA(s): 23
SNAP-Ed PSA(s): 23
- C. The services shall be provided as needed.
- D. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of San Diego
Name: Melinda (Mindy) Van Egdon SSM I, CalFresh Programs	Name: Kimberly Gallo, Director
Phone: (916) 883-2854	Phone: (858) 505-6329
Email: CalFresh.Outreach@aging.ca.gov	Email: kimberly.gallo@sdcounty.ca.gov

Direct only fiscal inquiries to:

State Agency: California Department of Aging	Contractor: County of San Diego
Name: Andrew Sachs, Chief Local Finance Officer Local Finance Bureau	Name: Kimberly Gallo, Director
Address: 2880 Gateway Oaks Dr, Ste 200 Sacramento, CA 95833	Address: P.O. Box 23217 San Diego, CA 92193-3217
Phone: (916) 931-1936	Phone: (858) 505-6329
Email: Finance@aging.ca.gov	Email: kimberly.gallo@sdcounty.ca.gov

Direct only contract inquiries to:

State Agency: California Department of Aging	Contractor: County of San Diego
Section/Unit: Business Management Bureau	Section/Unit:
Attention: Sheila Gardner	Attention: Kimberly Gallo
Address: 2880 Gateway Oaks Dr, Ste 200 Sacramento, CA 95834	Address: P.O. Box 23217 San Diego, CA 92193-3217
Phone: (916) 898-9383	Phone: (858) 505-6329
Email: BMBSubvention@aging.ca.gov	Email: kimberly.gallo@sdcounty.ca.gov

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State: Mileage/Per Diem (meals and incidentals)/Lodging
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200]

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Agreement until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed agreement.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer an agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which agreements, if any, under this program shall be reduced.
 - ii. Some agreements may be reduced by a greater amount than others, and
 - iii. The State shall determine at its sole discretion, the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)]
- 2. Interest earned on advances of federal awards shall be identified as non-match cash. [2 CFR 200.305(b)(8)]

ARTICLE I. FUNDS (Continued)

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent – specify square footage and rate.
 6. Supplies.
 7. Equipment – detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs – a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Agreement.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
 3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

"Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)]
- F. When an expense benefits multiple programs including SNAP-Ed or CalFresh Expansion, the Contractor must prorate costs shared by those multiple programs in a manner that reflects the proportionate benefit received by CalFresh Expansion or SNAP-Ed.
- G. Specific to SNAP-Ed: The Contractor must perform an inventory of current items when purchasing Nutrition Education Reinforcement Items (NERI). **Note:** NERI is not allowable with CalFresh Expansion funds.

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

No Program Income is required under the terms and conditions of this Agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with CalFresh Expansion or SNAP-Ed.

C. Matching Contributions

No match is required under the terms and conditions of this Agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Specific to SNAP-Ed: Carry-Over/Carry-In

Unspent funds from the previous Federal Fiscal Year will be reallocated during the current Federal Fiscal Year. *Applicable only to SNAP-Ed.*

F. Specific to CalFresh Expansion: Carry-Over/Carry-In is not available.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The original Contract budget is due electronically to CDA's Local Finance Bureau at Finance@aging.ca.gov no later than thirty (30) days from the date of the transmission of the Budget Display and Agreement.

B. The Contractor shall submit electronically the program Budget and Budget revisions as instructed by CDA.

C. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide program services.

D. Administrative costs are limited to ten percent (10%) of the federal allocation and should be reported as administration in the Budget, or as directed by CDA. Administrative Costs are the financial costs characterized by the following types of activities:

1. Dollar value of salaries and benefits associated with staff time dedicated towards the administration of the program.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

2. Cost of training for performing administrative functions like record keeping and accounting, etc.
 3. Cost of reporting program activities.
 4. Indirect costs for those administrative staff not covered above.
 5. Other overhead charges associated with administrative expenses (i.e., space, human resource services, etc.).
- E. Allowable costs are costs that are reimbursable from federal program funds because they support CalFresh Expansion or SNAP-Ed and conform to Government-wide and program specific guidelines.
- F. Specific to CalFresh Expansion. The Budget form must be submitted electronically 30 days after receiving the proposed allocation. The Excel forms were put together by CDSS and are submitted via email.
- G. Specific to SNAP-Ed. The original Budget form must be filled out in the California Department of Social Services CFHL SharePoint at https://cdss.sharepoint.com/sites/SnapEd_v1, as instructed by CDA.
- H. The Contractor shall submit electronically, a budget revision thirty (30) calendar days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- I. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit electronically a revised budget to CDA, prior to implementation of said change.
- J. The final date to electronically submit a revised budget is ninety (90) days prior to a program change from direct services to contracted services. The final revised budget shall be submitted no later than ninety (90) days prior to the end of the Agreement period unless otherwise specified by CDA. CDA will not accept any budget revision after the Agreement period has expired.
- K. Allocation Transfers
1. Requests to transfer funds from Program to Administration shall be submitted to CDA for approval with the original or revised Budget.
 2. Transfers of Administration to Program funds are allowable.
 3. Approved transfers and Budgets will be incorporated by reference into the current Agreement.
 4. Transfers of funds cannot be processed or approved after the end of the specified Agreement period.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

L. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds which exceeds ten percent (10%) of the total budget. [2 CFR 200.308(e)]
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

ARTICLE V. PAYMENTS

The Contractor shall prepare and submit a monthly expenditure report and a request for reimbursement in an electronic format to CDA no later than the last business day of each month unless otherwise specified by CDA.

- A. During the Agreement period, CDA will pay AAAs on a reimbursement basis.
- B. Upon execution of this Agreement, CDA will make monthly payments of program funding to the Contractor.
- C. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA will notify the Contractor of a disputed expenditure.
- D. The Contractor shall submit timely expenditure reports to ensure payments are issued on time. Late expenditure reports may lead to a delay in payment until the following month and/or a monitoring finding.
- E. The Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- F. The Contractor shall monitor subcontractor budgets, expenditures, and any subsequent amendments and revisions to all budgets. Furthermore, the Contractor shall, monitor on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR Part 200, Subpart F Audit]

ARTICLE V. PAYMENTS (Continued)

- G. CDA may require additional documentation or justification to support the financial reports submitted by the Contractor, upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- H. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the end of the Federal Fiscal Year (FFY).
- I. The Contractor shall ensure documentation of staff/personnel expenses are in accordance with OMB Guidance as specified in Exhibit D of the Agreement. [2 CFR 200.331 OMB Guidance Section 200.430]

ARTICLE VI. CLOSEOUT

- A. All contractors are required to submit Closeout Reports as instructed by CDA.
 - a. For CalFresh Expansion Closeout, use CDA 7021
 - b. For SNAP-Ed Closeout, use CDA 2003
- B. Closeout reporting documents shall be addressed to the CDA Fiscal Team.
- C. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the reimbursed amount, CDA will reimburse the difference to the Contractor up to the agreement amount. If the expenditures reported by the Contractor are less than the reimbursed amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

Supplemental Nutrition Assistance Program-Education (SNAP-Ed)
 CalFresh Expansion
 Budget Display
 County of San Diego

Federal Fiscal Year 2023					
12 months (October 1, 2022 - September 30, 2023)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	a	SNDL	\$268,150	\$0	\$268,150
CalFresh Expansion					
State General Fund	a	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	a	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$0	\$432,316
Federal Fiscal Year 2024					
12 months (October 1, 2023 - September 30, 2024)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	b	SNDL	\$268,150	\$0	\$268,150
CalFresh Expansion					
State General Fund	b	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	b	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$0	\$432,316
Federal Fiscal Year 2025					
12 months (October 1, 2024 - September 30, 2025)	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	c	SNDL	\$268,150	\$0	\$268,150
CalFresh Expansion					
State General Fund	c	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	c	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$0	\$432,316

- a Expenditures must be reported in closeout by 10/31/23
- b Expenditures must be reported in closeout by 10/31/24
- c Expenditures must be reported in closeout by 10/31/25

CFDA# 10.561
 CFDA Program Title State Administrative Matching Grants for the Supplemental Nutrition Assistance Program
 Funding Provided through the United States Department of Agriculture, Food and Nutrition Services

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "UEI" means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
18. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
19. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
20. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Interagency Agreement Terms and Conditions.
2. Other applicable federal statutes and their implementing regulations.
3. If applicable, other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

6. Specific to CalFresh Expansion: Supplemental Nutrition Assistance Program Outreach Plan Guidance at [https://fns-prod.azureedge.us/sites/default/files/resource-files/ SNAP Outreach Guide %20July 2017.pdf](https://fns-prod.azureedge.us/sites/default/files/resource-files/ SNAP%20Outreach%20Guide%20July%202017.pdf)
7. Specific to SNAP-Ed: Supplemental Nutrition Assistance Program Education Plan Guidance, Nutrition Education and Obesity Prevention Grant Program.
8. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to non-discrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

ARTICLE II. ASSURANCES (Continued)

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

ARTICLE II. ASSURANCES (Continued)

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

ARTICLE II. ASSURANCES (Continued)

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes 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.

ARTICLE II. ASSURANCES (Continued)

- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.

ARTICLE II. ASSURANCES (Continued)

2. The Contractor must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify “Active” status the Contractor’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its UEI number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

ARTICLE II. ASSURANCES (Continued)

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. 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.

- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order B-06-11 which bans expenditures on promotional or marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

ARTICLE V. SUBCONTRACTS (Continued)

- I. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- J. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- K. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- L. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. The reconciliation of the CDA Closeout to the Contractor's general ledger must be submitted with the CDA Closeout package. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

ARTICLE VI. RECORDS (Continued)

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

ARTICLE VII. PROPERTY (Continued)

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
 2. Item description (include model number).
 3. CDA tag number.
 4. Serial number (if applicable).
 5. Purchase cost or other basis of valuation.
 6. Fund source
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to

ARTICLE VII. PROPERTY (Continued)

CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

ARTICLE VII. PROPERTY (Continued)

- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

ARTICLE X. AUDIT REQUIREMENTS (Continued)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review. The reconciliation must be submitted with the CDA Closeout package.
3. Contract Resolution of Contractor's Subrecipients
- The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- 7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
- 8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- 9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

ARTICLE XI. INSURANCE (Continued)

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

ARTICLE XI. INSURANCE (Continued)

- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Cal. Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be

effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

ARTICLE XII. TERMINATION (Continued)

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II.J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

ARTICLE XII. TERMINATION (Continued)

2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; CDA Program Memorandum 07-18 Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

- 1. Reports
- 2. Notes
- 3. Forms
- 4. Computers, laptops, cellphones, printers, scanners
- 5. Networks (LAN, WAN, WIFI) servers, switches, routers
- 6. Storage media, hard drives, flash drives, cloud storage
- 7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]
4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]
5. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

- a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

- 1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
- 2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
- 3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined eligible population.
 2. No fees may be charged for services.
 3. For the purposes of this Agreement, no social marketing campaigns (e.g., radio, television, billboards, etc.) are allowed, regardless of whether the campaign meets program targeting requirements.
 4. The Contractor shall not require proof of age as a condition of receiving services.
 5. Specific to CalFresh Expansion: Program activities do not supplant existing CalFresh outreach programs, and where operating in conjunction with existing programs, enhance and supplement them.
 6. Specific to SNAP-Ed: The Contractor shall not require proof of citizenship as a condition of receiving services.

- B. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following program(s) is the U.S. Department of Agriculture, Food and Nutrition Service (USDA, FNS).

CFDA 10.561 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.

- C. Ensure compliance with the following USDA, FNS civil rights requirements:

Specific to CalFresh Expansion:

1. CalFresh Expansion staff annually completes civil rights training and maintains training documentation on file. Online civil rights training developed by CalFresh Healthy Living is available through the California Department of Public Health at: <https://online2.cce.csus.edu/csst/login/index.php>

Specific to SNAP-Ed:

1. SNAP-Ed staff annually participates in civil rights training and maintains training documentation on file. Training is available online at: https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable_Civil%20Rights_092015.pdf [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [CDSS, Manual of Policies and Procedures (MPP) Section 21-117]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

2. A civil rights policy and discrimination procedure for processing and responding to client complaints on the basis of perceived or actual discrimination is established. Complaints must be documented and maintained in a complaint log. [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [MPP Section 21-117]
 3. The USDA nondiscrimination poster “And Justice for All,” or other FNS-approved substitute is prominently posted and displayed in all locations where SNAP-Ed interventions are held. [7 CFR 272.6(f)(2)]
 4. The SNAP-Ed nondiscrimination statement must be made available in English or other languages appropriate for the local population served or directly affected by any USDA program or activity.
- D. Specific to SNAP-Ed: The Contractor shall assure that the following publication conditions are met:
1. Materials published or transferred by Contractor shall: (a) state “The materials or product were a result of a project funded by a contract with the California Department of Aging”; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”
 2. Acknowledge that USDA, FNS reserves a royalty-free, non-exclusive right to reproduce, publish, use, or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature, or other products procured, in whole or in part, with SNAP funds for Government purposes. [SNAP-Ed Guidance, Appendix F]
 3. Materials developed or reprinted with funds include a non-discrimination statement in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]
 4. All materials, whether newly developed or reprinted, follow SNAP-Ed requirements in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]

ARTICLE II. RESOLUTION OF FEDERAL AWARD CONFLICTS

The federal terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Food and Nutrition Act of 2008 and implementing regulations.

ARTICLE II. RESOLUTION OF FEDERAL AWARD CONFLICTS (Continued)

2. Healthy Hunger-Free Kids Act of 2010
3. 22 CCR 7000 et seq.

ARTICLE III. SUBCONTRACTS

A. Additional Subcontract Requirements [SCM 3.06]

1. Agencies shall assure that all administrative fees are reasonable, considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract. These overhead limitations may be waived when contracts are with the Federal government and cost recovery requirements result in higher published rates. The overhead may not exceed the published rates.
2. Services to be provided by the Contractor are to be performed primarily with the staff of the Contractor.
3. If the total of all subcontracts (excluding those listed in (a.) below) exceeds \$50,000 or 25 percent (25%) of the total contract, whichever is less, then minimal higher levels of subcontracting might be permissible if the Subcontract is justified and:
 - a. The Subcontractor is a state or local government entity (including a JPA), foundation organized to support the Board of Governors of the California Community Colleges, an auxiliary organization of the CSU, or a California community college, an auxiliary organization of the Student Aid Commission established under Education Code § 69522 or
 - b. Prior written approval from DGS/OLS has been received; or
 - c. Certification by the government entity that the Subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.
4. If a contract submitted to DGS for approval does not identify subcontracts, but the Contract subsequently involves subcontracts then, if the total subcontracted amount exceeds \$50,000 or 25 percent (25%), the contract shall be amended to identify the subcontracts (name, staffing, portions of the work to be performed, and budget detail) and the amendment shall be submitted to DGS for approval. [SCM 3.06.G]
5. Contracts shall be procured through competitive bid procedures governed by State procurement regulations.

ARTICLE III. SUBCONTRACTS (Continued)

6. Subcontracting with a for-profit entity requires prior approval by CDA, CDSS, and USDA-FNS.

ARTICLE IV. REPORTING PROVISIONS

Specific to CalFresh Expansion:

- A. The Contractor shall ensure that all submitted CalFresh Expansion data is timely, complete, accurate, and verifiable.
- B. The Contractor shall maintain a program data collection and reporting system as specified in the Agreement.
- C. The Contractor shall provide support and technical assistance to subcontractors.
- D. The Contractor shall attend and participate in required CalFresh Expansion contract data reporting training.
- E. The Contractor shall submit CalFresh Expansion data quarterly to CDA at CalFresh.Outreach@aging.ca.gov for the following categories:
 1. CalFresh Pre-Screening
 2. CalFresh Applications Submitted
 3. CalFresh Applications Approved
 4. CalFresh Partnerships
 5. CalFresh Recertifications (if applicable)
 6. Quarterly Progress Report (includes challenges encountered, solutions proposed, and progress made in reaching AAA goals)
- F. For CalFresh Expansion Applications Submitted, the Contractor shall also provide the number of applications submitted for each following target groups:
 1. Household with children under the age of 18
 2. Seniors, age 60 and above
 3. Working low-income households
 4. Households receiving SSI/SSP
 5. Households with language access barriers
 6. Veterans and military families
- G. The Contractor shall use the reporting form(s) provided by CDA.

ARTICLE IV. REPORTING PROVISIONS (Continued)

- H. The Contractor shall submit CalFresh data quarterly by the following due dates, unless otherwise specified by CDA (Note: if the due date is on a weekend, report submission is due on the next business day):

Quarter	Reporting Period	Due Date
Quarter 1	October 1 - December 31	January 15
Quarter 2	January 1 - March 31	April 15
Quarter 3	April 1 - June 30	July 15
Quarter 4	July 1 - September 30	October 15

- I. The Contractor shall submit a semi-annual progress report to CDA at CalFresh.Outreach@aging.ca.gov describing challenges encountered, solutions proposed, and progress made in reaching AAA goals by the following due dates unless otherwise specified by CDA (Note: if the due date is on a weekend, report submission is due on the next business day):

	Reporting Period	Due Date
Mid-Year	October 1 - March 31	April 15
Final	April 1 – June 30	October 15

- J. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation to CDA at CalFresh.Outreach@aging.ca.gov, including the reasons for the delay and the estimated date of submission, ten (10) days prior to the report due date.
- K. The Contractor shall verify the accuracy of all data submitted to CDA and respond to any CDA data verification requests.

Specific to SNAP-Ed:

- A. The Contractor shall have written procedures and a reliable email system to assure that all submitted SNAP-Ed data is timely, complete, accurate, and verifiable.
- B. The Contractor shall maintain a program data collection and reporting system as specified in this Agreement.
- C. The Contractor shall provide support and technical assistance to subcontractors and respond in writing, all written requests for directions, guidance, and interpretation of instructions to include client and performance data. [SNAP-Ed Guidance]

ARTICLE IV. REPORTING PROVISIONS (Continued)

- D. The Contractor shall review and monitor the collection of contract data to ensure it is accurately reported.
- E. The Contractor shall attend and participate in required SNAP-Ed contract data collection training.
- F. The Contractor shall electronically submit SNAP-Ed quarterly data via the Program and Evaluation Reporting System (PEARS) online data reporting system, as follows, or as instructed by CDA:

Quarter	Reporting Period	Due Date
Quarter 1	October 1 - December 31	January 30
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 30
Quarter 4	July 1 - September 30	October 2

- G. The Contractor shall electronically submit annual FFY SNAP-Ed data reports via the PEARS online data reporting system, as follows, or as instructed by CDA:

Reporting Period	Due Date
October 1, - September 30	October 2

- H. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation, including the reasons for the delay and the estimated date of submission, ten (10) days prior to the report due date to SNAP-Ed.Data@aging.ca.gov.
- I. The Contractor shall verify the accuracy of all data submitted to CDA and respond to any CDA data verification requests.
- J. The Contractor shall collect and submit data in accordance with the current FFY federal SNAP-Ed Plan Guidance. AAAs are responsible for:
1. Compiling and submitting accurate contract data to CDA.
 2. Reviewing and monitoring the collection of contract data to ensure it is accurately reported.
 3. Attending and participating in required SNAP-Ed contract data collection training.

ARTICLE IV. REPORTING PROVISIONS (Continued)

- K. The Contractor shall, in accordance with CDA SNAP-Ed requirements, correct and/or explain questionable data.
 - 1. The Contractor shall correct all errors identified. All corrections shall be submitted to SNAP-Ed.Data@aging.ca.gov.
 - 2. The Contractor shall verify all quarterly and annual SNAP-Ed data for accuracy in accordance with USDA, FNS and CDA requirements.
- L. The Contractor shall electronically submit a narrative SNAP-Ed annual report summarizing activities provided during the previous FFY. Detailed information for developing the SNAP-Ed annual report will be provided in future program guidance.
- M. The Contractor shall submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals and objectives. A quarterly report form will be provided by CDA and is due thirty (30) days after the end of each quarter, or as instructed by CDA. Quarterly reports shall be submitted to SNAP-Ed@aging.ca.gov.
- N. The Contractor will submit a success story annually. Detailed information for developing the short 1-2 page success story will be provided in future program guidance.

ARTICLE V. TRANSITION PLAN (specific to SNAP-Ed)

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) for a service funded by SNAP-Ed. The transition plan must be approved by CDA and shall, at a minimum, include the following:
 - 1. A description of how SNAP-Ed Participants will be notified about the change in their SNAP-Ed provider.
 - 2. A plan to dispose of or transfer all records, including confidential records, to a new contractor or CDA, as directed by CDA.
 - 3. A plan to inform community referral sources of the pending termination of this SNAP-Ed contract and what alternatives, if any, exist for future referrals.
 - 4. A plan to maintain adequate staff to provide continued SNAP-Ed services through the remaining term of the Agreement.
 - 5. A full inventory of all property purchased during the entire operation of the Contract using SNAP-Ed funding.

ARTICLE V. TRANSITION PLAN (specific to SNAP-Ed) (Continued)

6. A plan to dispose of, or transfer all property purchased during the entire operation of the Agreement using SNAP-Ed funds.
 7. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required in this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

AMENDMENT
NUMBERPURCHASING AUTHORITY
NUMBER

CF-2223-23

1

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Diego

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

09/30/2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,313,178 One million three hundred thirteen thousand one hundred seventy eight and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment increases the total amount of the Agreement by \$ 16,230 for a new maximum Agreement amount of \$ 1,313,178.
- B. Exhibit B, Attachment 1 - Budget Display (1 page), identified as Amendment 1, is hereby added to the Agreement. The Budget, Amendment 1, is hereby incorporated by reference and replaces the original referenced Budget.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

P.O. Box 23217

CITY

San Diego

STATE

CA

ZIP

92193-3217

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

State of California
California Department of Aging
Exhibit B, Attachment 1 - Budget Display

Agreement #: CF-2223-23
Date: 02/28/23
Amendment: 1

Page 1 of 1

Supplemental Nutrition Assistance Program-Education (SNAP-Ed)
CalFresh Expansion
Budget Display
County of San Diego

Federal Fiscal Year 2023					
12 months (October 1, 2022 - September 30, 2023)					
	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	a	SNDL	\$268,150	\$16,230	\$284,380
CalFresh Expansion					
State General Fund	a	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	a	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$16,230	\$448,546

Federal Fiscal Year 2024					
12 months (October 1, 2023 - September 30, 2024)					
	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	b	SNDL	\$268,150	\$0	\$268,150
CalFresh Expansion					
State General Fund	b	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	b	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$0	\$432,316

Federal Fiscal Year 2025					
12 months (October 1, 2024 - September 30, 2025)					
	Notes	Project Number	Initial Allocation	Adjustments	TOTAL
SNAP-Ed/CalFresh Healthy Living Reimbursement Federal Funds	c	SNDL	\$268,150	\$0	\$268,150
CalFresh Expansion					
State General Fund	c	CFLA	\$92,821	\$0	\$92,821
Reimbursement Federal Share	c	CFLA	\$71,345	\$0	\$71,345
TOTAL CalFresh Expansion			\$164,166	\$0	\$164,166
TOTAL, SNAP-Ed and CalFresh Expansion			\$432,316	\$0	\$432,316

a Expenditures must be reported in closeout by 10/31/23
b Expenditures must be reported in closeout by 10/31/24
c Expenditures must be reported in closeout by 10/31/25

CFDA# 10.561
CFDA Program Title State Administrative Matching Grants for the Supplemental Nutrition Assistance Program
Funding Provided through the United States Department of Agriculture, Food and Nutrition Services

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 10, 2022**

MINUTE ORDER NO. 5

SUBJECT: ADOPT RESOLUTION FOR, AND AUTHORIZE ACCEPTANCE OF, OLDER ADULT SERVICES REVENUE AGREEMENTS AND GRANTS FOR FISCAL YEAR 2022-2023, AND AUTHORIZATION TO PURSUE FUTURE FUNDING OPPORTUNITIES FOR PROGRAMS SERVING OLDER ADULTS AND PERSONS WITH DISABILITIES (DISTRICTS: ALL)

OVERVIEW

The San Diego County Board of Supervisors (Board) has demonstrated a long-term commitment to enhancing programs focused on the safety and well-being of older adults and persons with disabilities. The County of San Diego (County) Health and Human Services Agency, Aging & Independence Services serves as the region's federally designated Area Agency on Aging and administers these programs. On May 4, 2021 (13), the Board approved the Fiscal Year 2021-22 revenue agreements to fund various programs supporting older adults and persons with disabilities, allowing them to remain safely in their homes and access needed community resources. These services support the goals and objectives established in Aging & Independence Services' 2020-2024 Area Plan which was approved by the Board on July 7, 2020 (7). Additionally, these services align with the Aging Roadmap, the County's regional plan to ensure that the region has programs and communities that equitably support the needs and celebrate the contributions of all older adults in San Diego County. Per the requirement of the California Department of Aging (CDA), this item requests the Board adopt a resolution relating to the CDA revenue agreements and authorize acceptance of \$27,323,290 of federal, State, managed care health plan, and grant revenue for Fiscal Year 2022-23 to support these programs and services.

If approved, today's actions would authorize the acceptance of grant funding, authorize the Clerk of the Board to execute revenue agreements upon receipt, and authorize the Agency Director, Health and Human Services Agency to pursue future funding opportunities. These actions support the County's vision of a just, sustainable, and resilient future for all, specifically those communities and populations in San Diego County that are most vulnerable, as well as our ongoing commitment to the regional *Live Well San Diego* vision of healthy, safe and thriving communities. This will be accomplished by ensuring the County will continue to receive federal, State, and other funding to administer needed programs and services for older adults and persons with disabilities. Additionally, today's action supports the Board's strategic initiatives, by upholding practices that align with community priorities and improve transparency and trust while maintaining good fiscal management of County resources.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Waive Board Policy B-29: Fees, Grants, Revenue Contracts - Department Responsibility for Full Cost Recovery, which requires full cost recovery of grants and revenue contracts.
2. Approve and authorize the Clerk of the Board to execute, upon receipt, the following revenue agreements:
 - California Department of Aging Agreements
 - o Area Plan Agreement (AP-2122-23 & AP-2223-23)
 - o Health Insurance Counseling and Advocacy Program (HI-2122-23 & HI-2223-23)

- o Title V Senior Employment Program (TV-2122-23 & TV-2223-23)
 - o CalFresh Healthy Living (SP-2223-23)
 - o CalFresh Expansion (CF-2223-23)
 - o Financial Alignment (FA-2223-23)
 - o Dignity at Home Fall Prevention (FP-2223-23)
 - o Medicare Improvements for Patients and Providers Act (MI-2223-23)
 - o Multipurpose Senior Services Program (MS-2223-07)
 - San Diego Gas & Electric (Cool Zones program)
 - Fee for Service Contracts
 - Veterans Administration San Diego Healthcare System (Veteran Directed Home and Community Based Service Program)
 - San Diego State University Research Foundation/Geriatric Workforce Enhancement Program
 - University of California San Diego - Dementia Aware
3. Authorize acceptance of the grant from the Corporation for National & Community Service for the Retired Senior and Volunteer Program (RSVP).
 4. Authorize the Clerk of the Board, subject to the approval of the Agency Director, Health and Human Services Agency or designee, to execute all required documents related to the revenue agreements in Recommendations 2 and 3, including any extensions, amendments or revisions thereto that do not materially impact either the program or the funding level.
 5. Authorize the Agency Director, Health and Human Services Agency or designee, to pursue future funding opportunities for the purpose of obtaining financial assistance for programs serving older adults and persons with disabilities.
 6. Adopt a resolution entitled: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO RELATING TO THE CALIFORNIA DEPARTMENT OF AGING REVENUE AGREEMENTS.

EQUITY IMPACT STATEMENT

There are approximately 959,000 San Diegans over the age of 55, and by 2030, that number is expected to grow to more than 1.1 million. San Diego County's over-85 population is projected to diversify and grow faster than any other age group. The County of San Diego (County) Health and Human Services Agency, Aging & Independence Services (AIS) provides a wide array of services to meet the needs of this growing population and ensure the welfare of older adults, caregivers, and persons with disabilities. To ensure that AIS is sufficiently meeting the needs of the community, AIS will continue to seek community input and feedback through public hearings held annually during the development of the Area Plan, a planning document required by the California Department of Aging to receive Older Americans Act funds. Community input and collaboration is also obtained through Age Well San Diego teams, comprised of community members, experts and County staff to develop and implement goals in five priority areas of the Aging Roadmap. Today's recommendations will allow the County to continue administering vital programs and services for older adults and persons with disabilities, improving the quality of life for equity-seeking groups of all ages to include, black, indigenous, and people of color (BIPOC), women, people with disabilities, immigrants, and the LGBTQ+ community.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2022-23 CAO Recommended Operational Plan in the Health and Human Services Agency. If approved, this request will result in costs of \$28,022,737 and revenue of \$27,323,290 in Fiscal Year 2022-23. The funding sources are:

- State General Fund, Federal Medicaid Program;
- Titles III, V, and VII of the Older Americans Act;
- Older Americans Act American Rescue Plan;
- Federal and State HICAP funds;
- Federal SNAP-ED/CalFresh - Healthy Living, U.S. Department of Health and Human Services;
- Health plans and other healthcare entities;
- San Diego Gas & Electric;
- Veterans Administration San Diego Healthcare System;
- San Diego State University Research Foundation; and
- Corporation for National & Community Service.

A waiver of Board Policy B-29 is requested because the funding does not offset all costs. B-29 costs are \$699,447 for Fiscal Year 2022-23 and will be funded with existing General Purpose Revenue allocated for these programs. The public benefit for providing these services, which allow older adults and those with disabilities to remain safely in their homes and access resources, far outweighs these costs. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Desmond, seconded by Supervisor Vargas, the Board of Supervisors took action as recommended, on Consent, adopting Resolution No. 22-051, entitled: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO RELATING TO THE CALIFORNIA DEPARTMENT OF AGING REVENUE AGREEMENTS.

AYES: Vargas, Anderson, Lawson-Remer, Fletcher, Desmond

State of California)
County of San Diego) §

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

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter



MAY 10, 2022