COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 29, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Dane Gapuz, Sheriff's Contracts and Grants Manager

AMENDMENT TO THE MUNICIPAL LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF SAN MARCOS AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE

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

Enclosed is the amendment to the municipal law enforcement agreement with the City of San Marcos and the County of San Diego Sheriff's Office. This is requested to add provision for vehicles purchased by the City.

Please execute, email and send a copy of the signed amendment to:

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

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

Dane Gapuz
Contracts & Grants Manager

San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Rina Molina, (858) 289-9905	MSB- Contracts Mgt. Procurement	September 29, 2025

Subject:
Amendment - Agreement between the City of San Marcos, the County of San Diego, and the San Diego Sheriff's Office for Municipal Enforcement Services (COSM Reso 2025-9490)

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts & Grants Manager		X										
2. Mark Day, Sr. Deputy County Counsel		X						X				
3. Andrew Potter, Clerk of the Board		X						X				
4.												
5.												
6.												
7.												
8.												
9.												
10.												

COMMENTS:

Please email and return one(1) signed copy of the agreement to Rina Molina, Rina.Molina2@sdsheriff.gov; Mail Stop: 041

Thank you.

SO 11 (06/03)

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, JANUARY 25, 2022

MINUTE ORDER NO. 2

SUBJECT: SHERIFF'S DEPARTMENT - LAW ENFORCEMENT AGREEMENT WITH NINE INCORPORATED CITIES (DISTRICTS: ALL)

OVERVIEW

On June 20, 2017 (3), the Board of Supervisors authorized the execution of a five-year agreement with nine incorporated cities in the County for law enforcement services provided by the Sheriff's Department for the period of July 1, 2017 through June 30, 2022. The current agreement provides law enforcement services that promote public safety and community partnerships amongst the nine incorporated cities.

The proposed new contract represents a fair and balanced agreement to continue the successful relationship that has been developed between the Sheriff's Department and the nine contract cities. This is a request to approve the execution of a new five-year agreement between the County of San Diego and the nine incorporated cities in the County, for the period of July 1, 2022 through June 30, 2027.

RECOMMENDATION(S)

SHERIFF

1. Approve and authorize the Clerk of the Board to accept and execute, upon receipt, an agreement between the County of San Diego, through the Sheriff's Department, with nine incorporated cities in the County: Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista for the period of July 1, 2022 through June 30, 2027 for an estimated amount of $635,939,188 for law enforcement services.

2. Authorize the Sheriff or designee to execute all required contract documents, including mid-year service level changes, amendments and/or revisions for the period beginning July 1, 2022 and ending June 30, 2027 that do not materially impact the program or funding level.

3. Waive Board Policy B-29 - Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery which requires full cost recovery for fees, grants, and revenue contracts.

EQUITY IMPACT STATEMENT

Public safety encompasses more than just the enforcement of laws. The Sheriff's Department provides law enforcement services that aim to protect everyone's right to life, liberty, and security of person. Public safety includes engagement, involvement, and connection to communities. This negotiated contract supports the staffing and equipment necessary to provide the highest level of public safety service to all persons in the nine incorporated cities that contract for Sheriff's Department law enforcement services. The contracts ensure staffing to respond to calls for service, investigate crimes, assist the community, and provide related support. The department also strives for equitable outcomes in our communities, which means that the law enforcement services afford our communities a chance to lower crime and improve quality of life throughout the entire jurisdiction. Public safety is an essential component of thriving communities. The department is committed to keeping our communities safe and as crime free as possible.

FISCAL IMPACT
Funds for this request will be included in the Fiscal Year (FY) 2022-23 CAO Recommended Operational Plan for the Sheriff's Department. If approved, this request will result in estimated revenue and expenses of $635,939,188 over the term of the agreement as follows:

Year	Fiscal Year	Amount
1	2022-23	$ 120,967,857
2	2023-24	$ 122,177,535
3	2024-25	$ 126,453,749
4	2025-26	$ 130,879,630
5	2026-27	$ 135,460,417
TOTAL		**$ 635,939,188**

Funding sources include contract revenue from the nine incorporated cities and General Purpose Revenue budgeted in the Sheriff's Department. The contract revenue recovers Sheriff's Department direct and some overhead costs. Costs which counties cannot charge under Government Code Section 51350 will be funded by existing General Purpose Revenue. Subsequent year revenue will be included in future year Operational Plans for the Sheriff's Department. There will be no change in net General Fund cost. If during the term of the agreement, expenditures exceed revenues, the department will cover all costs and will not request additional funding from the Board of Supervisors. Requests from cities for service level changes may result in increased staff years during the term of the agreement. If additional staff are required to support a request from one of the nine incorporated cities, the department will return to the Board and request approval to increase staffing levels.

BUSINESS IMPACT STATEMENT
N/A

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

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

AGREEMENT BETWEEN THE CITY OF SAN MARCOS, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO SHERIFF'S OFFICE FOR MUNICIPAL LAW ENFORCEMENT SERVICES

AMENDMENT #1

Effective Date: Date of last signature affixed below.

The County of San Diego ("COSD" or "County"), through the San Diego County Sheriff's Office, hereinafter called ("SHERIFF"), and City of San Marcos ("City"), enter into this amendment ("Amendment") to amend the above-referenced agreement as described here in.

Agreement Change(s):

1. Section IV.F. Vehicles, Equipment, and Supplies under this Agreement is changed to the following: COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY. COUNTY agrees to provide the standard equipment for COUNTY-owned vehicles per Attachment E. All marked vehicles (black and white) will generally be replaced at 100,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY's discretion.

   The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF. Subject to written approval of the SHERIFF or their designee, the CITY may purchase equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost of the equipment. Total cost shall mean a value agreed upon between the COUNTY and CITY at the time the transfer is made.

   The cost of any vehicles that are purchased, leased or rented for the benefit of the CITY, shall be the CITY's responsibility. If CITY allows COUNTY to use vehicles owned by the CITY, CITY shall remain responsible for repair, maintenance, license and registration, and other costs associated with such maintenance, license and registration, and repair of the vehicle(s). The COUNTY shall consult with and obtain written approval from the CITY regarding the storage location of any CITY-owned vehicle(s). The CITY reserves the right to designate or approve the facility or site where such vehicle(s) shall be stored when not in use. The CITY shall have joint access to such vehicle(s) for inspection, maintenance, and review, upon reasonable notice and coordination with the COUNTY. The COUNTY agrees to promptly notify the CITY of any repair or servicing needs.

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

IN WITNESS WHEREOF, COUNTY, SHERIFF and CITY have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by CITY, SHERIFF and COUNTY.

AGREEMENT BETWEEN THE CITY OF SAN MARCOS, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO SHERIFF'S OFFICE FOR MUNICIPAL LAW ENFORCEMENT SERVICES

CITY OF SAN MARCOS

By: _____
MICHELLE BENDER
City Manager
Dan Barrow
Acting City Manager

DATE: 9/10/25

SAN DIEGO SHERIFF'S OFFICE

By: _____
KELLY A. MARTINEZ
Sheriff

DATE: 9/27/25

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date 01/25/2022 Minute Order No. 02
By: _____ Date: 10/7/25
Deputy Clerk of the Board Supervisors

COUNTY OF SAN DIEGO

By: _____
ANDREW POTTER
Clerk of the Board of Supervisors

Date: 10/7/25

APPROVED AS TO FORM AND LEGALITY

By: _____
MARK DAY
Sr. County Counsel

Date: 10/7/25

COSD CLERK OF THE BOARD
2025 SEP 22 PM3:46

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

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

September 12, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

FISCAL YEAR 2025-2026 CERTIFICATION STATEMENT FORM FOR THE CALIFORNIA CHILDREN'S SERVICES (CCS) PROGRAM

Pursuant to the Board of Supervisors action on May 24, 2022 (8), which authorized the Clerk of the Board to execute the annual CCS Certification Statements, please sign the attached Fiscal Year 2025-2026 Certification Statement form for the County's CCS program. Annually, the County is required to submit a Certification Statement form for the CCS program to the Department of Health Care Services (DHCS). The Certification Statement form certifies that the County's CCS program will comply with all applicable state and federal laws and regulations. The CCS program is a State-mandated program that receives annual funding. In Fiscal Year 2025-2026, the allocation for CCS is $15,787,307 for Administrative and Monitoring & Oversight portion.

For more information, please contact Norma Orozco by email at Norma.Orozco@sdcounty.ca.gov or by phone at (619) 856-6421.

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

JV

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 24, 2022

MINUTE ORDER NO. 8

SUBJECT: AUTHORIZE CERTIFICATION STATEMENTS FOR CHILD HEALTH AND DISABILITY PREVENTION AND CALIFORNIA CHILDREN'S SERVICES PROGRAMS (DISTRICTS: ALL)

OVERVIEW

On June 20, 2017 (18), the San Diego County Board of Supervisors (Board) authorized the certification statements for Child Health and Disability Prevention (CHDP) and California Children's Services (CCS) programs, demonstrating a long-term commitment to helping children reach their full potential by supporting programs that encourage healthy behaviors, link eligible children to low or no-cost health care coverage, provide case management and therapy services for low-income children with serious medical conditions, and provide support for at-risk children in the dependency system. The CHDP and CCS programs receive funding from the California Department of Health Care Services Children's Medical Services (CMS) and is administered by the County of San Diego (County) Health and Human Services Agency, Public Health Services. CMS requires an annual budget submission process for the provision of services to the children of San Diego County, with certification by Clerk of the Board. This certification process allows the County to receive reimbursements for services in the CHDP and CCS programs.

Today's action requests the Board to approve and authorize the Clerk of the Board to execute the State's Fiscal Year 2022-2023 CHDP and CCS Certification Statements. Additionally, this action requests the Board to approve and authorize the Clerk of the Board to execute the CCS Certification Statements for the subsequent four fiscal years through Fiscal Year 2026-2027. Today's action also requests the Board to authorize the Agency Director, Health and Human Services Agency, to apply for funding opportunities to support child health and disability prevention.

This item supports the County's 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 supporting preventive health care, early intervention, and treatment programs for at-risk children and families.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Approve and authorize the Clerk of the Board to execute, upon receipt, the Fiscal Year 2022-2023 State Child Health and Disability Prevention Certification Statements.

2. Approve and authorize the Clerk of the Board to execute, upon receipt, the Fiscal Year 2022-2023 through Fiscal Year 2026-2027 State California Children's Services Certification Statements.

3. Authorize the Agency Director, Health and Human Services Agency, to apply for additional funding opportunity announcements, if available, to fund support child health and disability prevention.

EQUITY IMPACT STATEMENT
Today's actions advance equity and racial justice and supports the County of San Diego's (County) Framework for Our Future: Declaring Racism a Public Health Crisis through a data-driven population health approach and delivers education and supportive services, such as comprehensive medical case management and hands-on rehabilitation services focusing on mobility and independent living skills for medically fragile children who live in the lowest healthy places index quartiles, through community partnerships and coalitions committed to addressing disparities and health inequities. Today's action also supports bringing greater transparency of California Children's Services (CCS) related data and outcomes through a comprehensive set of routine data analysis products looking at equity related outcomes or disproportionality. Through CCS' participation in workgroups led by the California Department of Health Care Services, input is taken from community stakeholder groups on data needs useful for populations they represent, which will be used to develop revised statewide metrics and standards for the program, as well as enrollment, demographics, and utilization dashboards. The Child Health and Disability Prevention (CHDP) program supports efforts to reduce disparities and health inequities by providing access and linkage to quality preventive services and ongoing healthcare coverage to vulnerable children experiencing greater risk factors, limited access to care, and increased morbidity and mortality compared to the general population. A recent effort to improve health outcomes is the implementation of the Adverse Childhood Experiences screenings in CHDP provider practices. Screening facilitates early patient treatment, encourages trauma-informed care, and promptly connects families to interventions, resources, and other supports that can improve their health and well-being. The Public Health Services' CCS and CHDP programs within the County Health and Human Services Agency will continue to work closely with San Diego County providers to communicate and advance equity driven initiatives and outcomes, health education, and services.

FISCAL IMPACT
There is no fiscal impact associated with the proposed actions. However, failure to execute the proposed actions will result in forfeited costs and revenue of $19,136,787 in Fiscal Year 2022-23 ($5,463,872 for Child Health and Disability Prevention Program and $13,672,915 for California Children's Services (CCS)) and similar amounts through Fiscal Year 2026-27 for CCS. The funding sources are the State General Fund, Federal Title XIX, Federal Title XXI, and Health Realignment. There will be no change in net General Fund costs and no additional staff years.

BUSINESS IMPACT STATEMENT
N/A

ACTION:
ON MOTION of Supervisor Vargas, seconded by Supervisor Fletcher, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Lawson-Remer, Fletcher, Desmond
ABSENT: Anderson

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

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Michelle Baass | Director

DATE: July 1, 2025

CCS Information Notice: 25-02

TO: CALIFORNIA CHILDREN'S SERVICES PROGRAM ADMINISTRATORS

SUBJECT: FISCAL YEAR 2025-2026 COUNTY ALLOCATIONS FOR CALIFORNIA CHILDREN'S SERVICES COUNTY ADMINISTRATION, COMPLIANCE MONITORING AND OVERSIGHT

The purpose of this California Children's Services (CCS) Information Notice is to provide County CCS Programs with their CCS Program County Administrative and Compliance Monitoring and Oversight (M&O) approved budget allocations for fiscal year (FY) 2025-26. The Department of Health Care Services (DHCS) will not issue individual county budget notices.

The allocation for the Medical Therapy Program (MTP) will be issued separately on or around August 1, 2025, following receipt and review of county-submitted baseline budgets.

DHCS calculated the FY 2025-26 CCS Administrative and M&O allocations as follows:

- **CCS Administrative Allocation**: This allocation is based on each county's average expenditures during FY 2020-21 through FY 2023-24 and the counties' average caseload for calendar year (CY) 2024.
- **CCS M&O Allocation**: This allocation is based on each county's average caseload for CY 2024.

Each county remains responsible for overseeing and tracking their administrative budget expenditures and will only be reimbursed up to the county's authorized allocation. In addition, counties cannot shift funding between CCS Program participation categories (i.e., "straight" CCS, CCS/Medi-Cal, and CCS/Optional Targeted Low-Income Children Program).

County CCS Programs must adhere to DHCS guidelines for the determination of enhanced and non-enhanced designation of local county CCS Program staff. The documentation for skilled professional medical personnel who qualify for enhanced

Federal Financial Participation (FFP) or who work on more than one program must conform to the FFP time study requirements and guidelines.

County CCS programs that opt to participate in the new CCS M&O activities by submitting their County Quarterly and Annual Reports will be eligible to invoice for additional CCS M&O allocations. To be eligible for the M&O allocations, counties must (1) inform DHCS of their intent to submit the reports and (2) submit a budget outlining how the funds will be used to support the new monitoring and oversight activities.

County CCS Programs must maintain an audit file. At a minimum, this audit file should include:

1. Documentation on required time studies performed during one or more representative months of the fiscal quarter for each budgeted position claimed under FFP.

2. Documentation in support of training, travel costs, and other claimed operational expenditures.

3. Documentation in support of claimed internal and external overhead costs.

County CCS Programs should maintain and be able to produce the audit file to State and Federal regulators within seven (7) calendar days of a request.

County CCS Programs are expected to comply with all Federal and State requirements pertaining to the CCS Program and must adhere to all applicable Department policies and procedures. County CCS Programs must submit invoices based only on actual CCS Program Administration Expenditures, in accordance with Section 7: Expenditure Claims and Property Management of the Plan and Fiscal Guidelines (PFG) manual.

County CCS Programs must submit CCS Program budgets for FY 2025–26 within sixty (60) days from the date of this Information Notice. Submissions must be made electronically through the ISCD Budget Portal at: https://iscdbudget.cloudapps.dhcs.ca.gov/. The most recent versions of PFG Sections 6 and 7—Budget Submission and Expenditure Claims—are also available for download through the portal.

Sincerely,

ORIGINAL SIGNED BY

Joseph Billingsley, Assistant Deputy Director
Health Care Delivery Services
Department of Health Care Services

Attachments:
Attachment A: CCS Administrative Allocation
Attachment B: CCS Monitoring and Oversight Allocation

Attachment A
CCS ADMINISTRATIVE ALLOCATION FY 2025-26

	COUNTY	CCS ADMIN ALLOCATION*	MC/OTLICP TOTAL ALLOCATION (GF/FF)**	MC/ OTLICP GF ONLY	MC/ OTLICP (TITLE 21) FF ONLY	TOTAL MEDI-CAL ALLOCATION (GF/FF)***	MEDI-CAL GF ONLY	MEDI-CAL (TITLE 19) FF ONLY
1	Alameda	$666,865	$1,337,267	$293,799	$1,043,468	$8,608,191	$3,710,052	$4,898,139
2	Alpine	$103,828	$0	$0	$0	$132,618	$22,971	$109,648
3	Amador	$105,597	$68,857	$34,558	$34,299	$240,686	$81,551	$159,135
4	Butte	$120,699	$137,914	$48,479	$89,435	$947,581	$398,583	$548,997
5	Calaveras	$105,320	$49,331	$30,654	$18,676	$143,995	$29,839	$114,156
6	Colusa	$125,959	$97,641	$40,490	$57,151	$256,628	$89,782	$166,846
7	Contra Costa	$386,221	$727,081	$167,460	$559,621	$4,965,265	$1,908,897	$3,056,368
8	Del Norte	$114,281	$50,827	$30,991	$19,836	$172,372	$46,423	$125,949
9	El Dorado	$120,483	$115,898	$44,046	$71,852	$528,433	$183,891	$344,542
10	Fresno	$203,414	$569,000	$135,701	$433,299	$6,049,268	$2,447,493	$3,601,775
11	Glenn	$104,823	$71,706	$35,194	$36,512	$271,509	$88,636	$182,873
12	Humboldt	$121,166	$92,525	$39,502	$53,023	$532,591	$205,181	$327,411
13	Imperial	$123,517	$95,362	$40,048	$55,314	$592,453	$230,556	$361,897
14	Inyo	$106,978	$51,502	$31,154	$20,348	$170,812	$36,146	$134,666
15	Kern	$339,738	$405,212	$102,682	$302,530	$3,762,890	$1,560,664	$2,202,226
16	Kings	$114,283	$99,521	$40,681	$58,840	$545,251	$194,933	$350,318
17	Lake	$103,620	$55,057	$31,765	$23,292	$202,603	$57,574	$145,029
18	Lassen	$103,552	$44,294	$29,659	$14,635	$123,367	$20,753	$102,614
19	Los Angeles	$1,832,287	$4,282,136	$885,009	$3,397,128	$40,473,412	$15,175,075	$25,298,337
20	Madera	$127,240	$161,769	$53,511	$108,258	$1,178,326	$515,084	$663,242
21	Marin	$127,856	$127,374	$46,382	$80,992	$637,945	$278,119	$359,825
22	Mariposa	$106,695	$46,813	$30,181	$16,632	$156,364	$38,038	$118,326
23	Mendocino	$124,139	$84,441	$38,044	$46,398	$375,418	$148,968	$226,450

	COUNTY	CCS ADMIN ALLOCATION*	MC/OTLICP TOTAL ALLOCATION (GF/FF)**	MC/ OTLICP GF ONLY	MC/ OTLICP (TITLE 21) FF ONLY	TOTAL MEDI-CAL ALLOCATION (GF/FF)***	MEDI-CAL GF ONLY	MEDI-CAL (TITLE 19) FF ONLY
24	Merced	$116,529	$202,480	$61,623	$140,857	$1,207,695	$528,857	$678,839
25	Modoc	$122,198	$48,921	$30,630	$18,291	$151,801	$33,349	$118,453
26	Mono	$122,094	$91,702	$39,327	$52,375	$265,868	$81,811	$184,057
27	Monterey	$119,613	$145,874	$50,181	$95,693	$1,077,751	$410,002	$667,749
28	Napa	$148,649	$160,825	$54,049	$106,776	$581,085	$200,565	$380,520
29	Nevada	$121,600	$106,945	$41,641	$65,305	$427,480	$161,578	$265,902
30	Orange	$339,111	$1,001,099	$224,538	$776,561	$5,556,724	$2,439,666	$3,117,058
31	Placer	$148,588	$294,709	$76,801	$217,908	$1,451,795	$601,225	$850,569
32	Plumas	$106,045	$50,833	$30,960	$19,873	$129,062	$20,064	$108,998
33	Riverside	$356,052	$1,485,687	$322,050	$1,163,636	$11,023,909	$4,457,182	$6,566,727
34	Sacramento	$236,696	$983,229	$214,854	$768,375	$7,443,061	$2,992,085	$4,450,977
35	San Benito	$109,931	$58,882	$32,511	$26,371	$196,921	$59,205	$137,716
36	San Bernardino	$286,557	$1,380,276	$298,873	$1,081,403	$11,043,087	$4,705,053	$6,338,033
37	San Diego	$542,748	$1,837,332	$393,912	$1,443,419	$12,710,607	$5,500,006	$7,210,601
38	San Francisco	$195,986	$488,144	$117,546	$370,597	$3,171,040	$1,367,383	$1,803,657
39	San Joaquin	$176,541	$664,288	$155,167	$509,121	$3,918,336	$1,675,500	$2,242,836
40	San Luis Obispo	$138,776	$147,598	$50,397	$97,201	$731,563	$294,408	$437,155
41	San Mateo	$197,465	$200,791	$61,093	$139,698	$1,218,662	$496,829	$721,833
42	Santa Barbara	$130,571	$155,021	$51,975	$103,046	$837,597	$335,775	$501,822
43	Santa Clara	$510,608	$1,367,354	$297,046	$1,070,308	$8,065,409	$3,163,254	$4,902,155
44	Santa Cruz	$118,630	$119,973	$44,782	$75,191	$761,441	$298,203	$463,238
45	Shasta	$486,280	$151,300	$51,509	$99,791	$908,161	$411,129	$497,032
46	Sierra	$0	$0	$0	$0	$120,684	$19,226	$101,457
47	Siskiyou	$108,048	$54,943	$31,833	$23,110	$225,578	$67,114	$158,463

	COUNTY	CCS ADMIN ALLOCATION*	MC/OTLICP TOTAL ALLOCATION (GF/FF)**	MC/ OTLICP GF ONLY	MC/ OTLICP (TITLE 21) FF ONLY	TOTAL MEDI-CAL ALLOCATION (GF/FF)***	MEDI-CAL GF ONLY	MEDI-CAL (TITLE 19) FF ONLY
48	Solano	$124,165	$160,814	$53,244	$107,570	$953,670	$333,747	$619,923
49	Sonoma	$149,290	$367,662	$95,668	$271,994	$1,494,538	$649,964	$844,574
50	Stanislaus	$155,249	$381,925	$98,016	$283,909	$2,510,895	$1,080,116	$1,430,779
51	Sutter	$110,722	$117,123	$44,483	$72,640	$647,655	$229,271	$418,384
52	Tehama	$110,210	$60,855	$32,197	$28,658	$241,503	$81,233	$160,270
53	Trinity	$103,915	$46,089	$30,043	$16,046	$138,470	$28,642	$109,828
54	Tulare	$140,239	$298,289	$81,032	$217,257	$3,071,479	$1,311,038	$1,760,441
55	Tuolumne	$107,136	$66,234	$34,232	$32,002	$259,519	$75,727	$183,792
56	Ventura	$203,167	$716,060	$166,183	$549,877	$4,120,240	$1,770,146	$2,350,094
57	Yolo	$127,357	$152,850	$51,757	$101,093	$731,758	$296,351	$435,407
58	Yuba	$107,673	$86,659	$38,142	$48,517	$505,683	$178,439	$327,244
Total Allocation Statewide		$11,867,000	$22,424,294	$5,688,285	$16,736,009	$158,968,706	$63,823,355	$95,145,351

***CCS State Only Administrative Allocation**: This allocation is based on each county's average expenditures during FY 2020-21 through FY 2023-24 and the counties' average CCS Only caseload for calendar year (CY) 2024.*

*****CCS OTLICP Combined (GF/FF) Administrative Allocation**: This allocation represents the total General Fund (GF) and Federal Fund (FF) funding for CCS OTLICP. The allocation is based on each county's average expenditures during FY 2020-21 through FY 2023-24 and the counties' average caseload for CY 2024*

******CCS MEDI-CAL Combined (GF/FF) Administrative Allocation**: This allocation represents the total GF and FF funding for CCS Medi-Cal. The allocation is based on each county's average expenditures during FY 2020-21 through FY 2023-24 and the counties' average caseload for CY 2023.*

Attachment B
CCS MONITORING AND OVERSIGHT ALLOCATION FY 2025-26

	County	CCS Monitoring & Oversight
1	Alameda	$337,192
2	Alpine	$35,652
3	Amador	$41,635
4	Butte	$77,806
5	Calaveras	$43,537
6	Colusa	$44,592
7	Contra Costa	$238,491
8	Del Norte	$37,555
9	El Dorado	$61,463
10	Fresno	$362,796
11	Glenn	$44,959
12	Humboldt	$59,354
13	Imperial	$108,299
14	Inyo	$37,073
15	Kern	$336,096
16	Kings	$79,502
17	Lake	$48,902
18	Lassen	$37,715
19	Los Angeles	$2,022,545
20	Madera	$100,821
21	Marin	$60,661
22	Mariposa	$37,188
23	Mendocino	$50,919
24	Merced	$112,103
26	Modoc	$36,409
26	Mono	$39,640
27	Monterey	$110,935
28	Napa	$53,509
29	Nevada	$51,377
30	Orange	$426,401
31	Placer	$86,035

County		CCS Monitoring & Oversight
32	Plumas	$37,440
33	Riverside	$651,418
34	Sacramento	$360,832
35	San Benito	$46,931
36	San Bernardino	$675,217
37	San Diego	$696,620
38	San Francisco	$113,929
39	San Joaquin	$211,902
40	San Luis Obispo	$69,396
41	San Mateo	$84,456
42	Santa Barbara	$118,959
43	Santa Clara	$329,166
44	Santa Cruz	$66,530
45	Shasta	$65,980
46	Sierra	$35,744
47	Siskiyou	$43,446
48	Solano	$89,087
49	Sonoma	$87,094
50	Stanislaus	$217,307
51	Sutter	$71,961
52	Tehama	$58,552
53	Trinity	$36,661
54	Tulare	$301,932
55	Tuolumne	$43,698
56	Ventura	$271,218
57	Yolo	$63,067
58	Yuba	$68,294
Total Allocation Statewide		$10,138,000

Certification Statement - California Children's Services (CCS)

County/City: SAN DIEGO COUNTY	Fiscal Year: 2025-2026

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Kristen Dimou Digitally signed by Kristen Dimou Date: 2025.07.18 13:34:35 -07'00'	7/18/25
Signature of CCS Administrator	Date Signed

Hernandez, Elizabeth A. Digitally signed by Hernandez, Elizabeth A. Date: 2025.09.08 06:30:55 -07'00'	9/8/25
Signature of Director or Health Officer	Date Signed

	9/23/25
Signature of Deputy Clerk of the Board	Date Signed

Katherine Hart Digitally signed by Katherine Hart Date: 2025.08.05 16:04:26 -07'00'	8/5/25
Signature of Senior Deputy County Counsel	Date Signed

I certify that this plan has been approved by the local governing body.

	9/23/25
Signature of Local Governing Body Chairperson	Date Signed

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 5/24/22 Minute Order No. 8
By: _____ Date: 9/23/25
Deputy Clerk of the Board Supervisors

County of San Diego
Revenue Fact Sheet

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

ACCOUNT NUMBER ASSIGNED: _____

1. Department ORG: # D5950 Department Name: PHS-California Children's Services
   Contact Person: Junali Ventinilla Phone: 619-638-7919
   Low Org: # 45099 (optional)

2. Requested Revenue Account Title: FY 25-26 CCS State Budget Allocation: Admin and Monitoring & Oversight

3. Anticipated Annual Revenue: $ 15,787,307

4. Revenue will be Budgeted Beginning with: F.Y. 25-26

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 Allocation is from the Department of Health Care Services - Integrated Systems of Care Divisions

   B. Authority: Board of Supervisors 5/24/2022 Minute Order #8

   C. Form of Revenue: ○ Grant ○ Subvention ○ Fee ○ License ○ Contract ◉ Other
   If Fee or License, indicate amount: $ _____
   Please Explain: DHCS ICSD has awarded a total allocation of $15,787,307 to County of San Diego HHSA for the CCS Administrative and Monitoring & Oversight Programs

   D. Service Provided: The CCS State Budget supports CCS Program

   E. Means of Projecting for Budget (formula used): Total allocation amount will be invoiced to the State

   F. How is the Revenue Received: ◉ Reimbursements ○ Advances ○ Other
   Please Explain: County will invoice DHCS ICSD on a quarterly basis

   G. When is the Revenue Received: ○ Annually ◉ Quarterly ○ Monthly ○ Daily ○ Other
   Please Explain: County will invoice DHCS ICSD on a quarterly basis

6. Cost Recovery: ○ Full Recovery ○ A-87 ◉ Other
   Please Explain: County has a shared cost agreement providing these mandated services. Services are claimed to the State and reimbursed through quarterly claims. For more details see BOS 05/24/2022 Minute Order #8.

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Kevin Gabriel Digitally signed by Kevin Gabriel Date: 2025.09.08 20:50:00 -07'00' Date: Sep 8, 2025

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	1148	7.93%
OTLICP - Total Cases of Open (Active) OTLICP Children	2046	14.15%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	11277	77.92%
TOTAL CCS CASELOAD	14473	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2025-26

County: San Diego

CALIFORNIA DEPA
HEALTH CARE

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Program (OTLICP) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Personnel Expense													
Program Administration													
1. Kristen Dimou, Asst Medical Services Admin	90.00%	167,897	151,107	7.93%	11,986	14.15%	21,382	77.92%	117,739			100.00%	117,739
2. Norma Orozco, Human Services Program Manager	90.00%	139,963	125,967	7.93%	9,992	14.15%	17,825	77.92%	98,150			100.00%	98,150
3. Sarah Delgadillo, Administrative Secretary II	80.00%	66,373	59,736	7.93%	4,738	14.15%	8,453	77.92%	46,545			100.00%	46,545
4. Junali Ventanilla, Administraive Analyst II	95.00%	106,558	101,230	7.93%	8,030	14.15%	14,325	77.92%	78,876			100.00%	78,876
5. Gillian Morse, Program Specialist II	90.00%	107,058	96,352	7.93%	7,643	14.15%	13,634	77.92%	75,075			100.00%	75,075
6. Blanca Ramirez, Program Specialist I**	90.00%	96,606	86,945	7.93%	6,896	14.15%	12,303	77.92%	67,745			100.00%	67,745
7. Celia Gonzalez, Analyst Retree	100.00%	34,320	34,320	7.93%	2,722	14.15%	4,856	77.92%	26,741			100.00%	26,741
8. Rebecca Conrad, Community Health Promotion Specialist II	95.00%	93,205	88,545	7.93%	7,023	14.15%	12,530	77.92%	68,992			100.00%	68,992
9. Vicki Escalante, Administrative Secretary I**	90.00%	63,315	56,984	7.93%	4,520	14.15%	8,064	77.92%	44,401			100.00%	44,401
10. VACANT, Administrative Analyst II	100.00%	106,558	106,558	7.93%	8,452	14.15%	15,078	77.92%	83,027			100.00%	83,027
11. VACANT, Epidemiologist I	100.00%	109,013	109,013	7.93%	8,647	14.15%	15,426	77.92%	84,940			100.00%	84,940
12. VACANT Administrative Secretary II	100.00%	66,373	66,373	7.93%	5,265	14.15%	9,392	77.92%	51,716			100.00%	51,716
Subtotal		1,157,239	1,083,130		85,914		153,268		843,947				843,947
Medical Case Management													
1. Porchia Rich, Medical Director	90.00%	327,226	294,503	7.93%	23,360	14.15%	41,674	77.92%	229,469	0.00%	0	100.00%	229,469
2. Seema Mehra-Occhino, Medical Consultant	100.00%	227,178	227,178	7.93%	18,020	14.15%	32,147	77.92%	177,011	0.00%	0	100.00%	177,011
3. Anne Forsythe, Public Health Nurse Manager	90.00%	163,946	147,551	7.93%	11,704	14.15%	20,879	77.92%	114,968	0.00%	0	100.00%	114,968
4. Ariana Williams, Public Health Nurse Supervisor	90.00%	146,952	132,257	7.93%	10,491	14.15%	18,715	77.92%	103,051	0.00%	0	100.00%	103,051
5. Kathy Griffee, Public Health Nurse Supervisor	90.00%	146,952	132,257	7.93%	10,491	14.15%	18,715	77.92%	103,051	0.00%	0	100.00%	103,051
6. Karee Hopkins, Public Health Nurse Supervisor	90.00%	146,952	132,257	7.93%	10,491	14.15%	18,715	77.92%	103,051	0.00%	0	100.00%	103,051
7. Karla Brown, Public Health Nurse Supervisor	90.00%	146,952	132,257	7.93%	10,491	14.15%	18,715	77.92%	103,051	0.00%	0	100.00%	103,051
8. Ana Williams, Senior Public Health Nurse**	100.00%	131,082	131,082	7.93%	10,397	14.15%	18,549	77.92%	102,136	0.00%	0	100.00%	102,136
9. Augustin Rucobo, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
10. Donnabel Erfe-Beltran, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
11. Eileen Shannahan, Senior Public Health Nurse	100.00%	129,252	129,252	7.93%	10,252	14.15%	18,290	77.92%	100,710	0.00%	0	100.00%	100,710
12. Heather Melendres, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
13. Mary Le, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
14. Wyndell Alaiw, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
15. Booyoung Woo, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
16. Cynthia Uribe-Sagrero, Senior Public Health Nurse*	100.00%	130,302	130,302	7.93%	10,336	14.15%	18,438	77.92%	101,528	0.00%	0	100.00%	101,528
17. Helen Diroff, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
18. Kacie Wass, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
19. Regina Tongson, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
20. Yesenia Dominguez, Senior Public Health Nurse**	100.00%	131,082	131,082	7.93%	10,397	14.15%	18,549	77.92%	102,136	0.00%	0	100.00%	102,136
21. Danielle Andreo, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
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TOTAL CCS CASELOAD	14473	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2025-26

County: San Diego

CALIFORNIA DEPA
HEALTH CARE

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
22. Denise LeFaurve, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
23. Kyle Marmolejo, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
24. Jenna Zhang, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
25. Rosangela Minakawa, Senior Public Health Nurse**	100.00%	131,082	131,082	7.93%	10,397	14.15%	18,549	77.92%	102,136	0.00%	0	100.00%	102,136
26. Selena Falk, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
27. Andrew Tye, Senior Public Health Nurse*	100.00%	130,302	130,302	7.93%	10,336	14.15%	18,438	77.92%	101,528	0.00%	0	100.00%	101,528
28. Elisabeth Templer, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
29. Felicia Nassif, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
30. Felicitas Nunez, Senior Public Health Nurse*	100.00%	130,302	130,302	7.93%	10,336	14.15%	18,438	77.92%	101,528	0.00%	0	100.00%	101,528
31. Jamie Akana, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
32. Letisha Kingsbury, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
33. Salvador Arechiga, Senior Public Health Nurse**	100.00%	131,082	131,082	7.93%	10,397	14.15%	18,549	77.92%	102,136	0.00%	0	100.00%	102,136
34. Vanessa Garcia, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
35. Chris Chung, Chief Occupational/Phys Therapy	15.00%	149,781	22,467	7.93%	1,782	14.15%	3,179	77.92%	17,506	0.00%	0	100.00%	17,506
36. VACANT, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
37. VACANT, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
38. VACANT, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
39. VACANT, Senior Public Health Nurse	100.00%	129,522	129,522	7.93%	10,274	14.15%	18,328	77.92%	100,920	0.00%	0	100.00%	100,920
40. VACANT, Medical Consultant	100.00%	227,178	227,178	7.93%	18,020	14.15%	32,147	77.92%	177,011	0.00%	0	100.00%	177,011
Subtotal		5,706,595	5,471,397		434,000		774,230		4,263,167		0		4,263,167
Other Health Care Professionals													
1. Jahan Wer, Health Services Social Worker	95.00%	95,098	90,343	7.93%	7,166	14.15%	12,784	77.92%	70,393	0.00%	0	100.00%	70,393
2. Duran Al Abs, Social Worker III*	95.00%	94,765	90,027	7.93%	7,141	14.15%	12,739	77.92%	70,147	0.00%	0	100.00%	70,147
3. Harrison Bonney, Social Worker III	95.00%	93,205	88,545	7.93%	7,023	14.15%	12,530	77.92%	68,992	0.00%	0	100.00%	68,992
4. Cristina Moscueda, Social Worker III**	95.00%	94,765	90,027	7.93%	7,141	14.15%	12,739	77.92%	70,147	0.00%	0	100.00%	70,147
5. Rachelle Przybyla, Therapy Consultant	45.00%	134,243	60,409	7.93%	4,792	14.15%	8,548	77.92%	47,069	0.00%	0	100.00%	47,069
6. Rachel Shaw, Therapy Consultant*	95.00%	135,023	128,272	7.93%	10,175	14.15%	18,151	77.92%	99,946	0.00%	0	100.00%	99,946
7. Neil Goyal, Therapy Consultant	95.00%	134,243	127,531	7.93%	10,116	14.15%	18,046	77.92%	99,369	0.00%	0	100.00%	99,369
Subtotal		781,342	675,154		53,554		95,537		526,063		0		526,063
Ancillary Support													
1. Eulma Thomas, Supervising Human Services Specialist**	95.00%	93,226	88,564	7.93%	7,025	14.15%	12,532	77.92%	69,007			100.00%	69,007
2. Lilia Aguilar, Supervising Human Services Specialist**	95.00%	93,226	88,564	7.93%	7,025	14.15%	12,532	77.92%	69,007			100.00%	69,007
3. VACANT, Supervising Human Services Specialist	95.00%	91,666	87,082	7.93%	6,907	14.15%	12,323	77.92%	67,852			100.00%	67,852
4. Ana Collins, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
5. Karina Selkow, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
6. Dina Frandia, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
7. German Chacon, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
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TOTAL CCS CASELOAD	14473	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2025-26

County: San Diego

CALIFORNIA DEPA
HEALTH CARE

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 +6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
8. Mary Roe, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,526	14.15%	9,857	77.92%	54,277			100.00%	54,277
9. Rosalinda Aguirre, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
10. Wendy Gomez, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
11. Claudia Rivera, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
12. Martha Arroyo, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
13. Gabriela Arechiga, Human Service Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
14. Jennifer Gonzales, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
15. Keith Cross, Human Services Specialist	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
16. Sheryl Montenegro, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
17. Patricia Padilla, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
18. Veronica Jones, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
19. Cristina Estevez, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
20. Fereon Melena, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
21. Jennifer Lopez, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
22. Jessamyn Miller, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
23. Julissa Preciado, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
24. Noemi Jaramillo, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
25. Samantha Thompson, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
26. Sergio Vazquez, Human Services Specialist**	100.00%	71,219	71,219	7.93%	5,649	14.15%	10,078	77.92%	55,492			100.00%	55,492
27. VACANT, Human Services Specialist	100.00%	65,659	65,659	7.93%	5,208	14.15%	9,291	77.92%	51,160			100.00%	51,160
28. VACANT, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
29. VACANT, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
30. VACANT, Human Services Specialist	100.00%	69,659	69,659	7.93%	5,525	14.15%	9,857	77.92%	54,277			100.00%	54,277
Subtotal		2,175,195	2,161,283		171,427		305,833		1,684,023				1,684,023
Clerical and Claims Support													
1. Vanessa Barajas, Supervising Office Assistant**	95.00%	77,938	74,041	7.93%	5,873	14.15%	10,477	77.92%	57,691	0.00%	0	100.00%	57,691
2. Jorge Escudero, Senior Office Assistant**	95.00%	64,147	60,940	7.93%	4,834	14.15%	8,623	77.92%	47,483	0.00%	0	100.00%	47,483
3. Vyonne Pamplin, Senior Office Assistant	95.00%	62,587	59,458	7.93%	4,716	14.15%	8,414	77.92%	46,328	0.00%	0	100.00%	46,328
4. Edranet Russel, Office Assistant	100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392
5. Jeanette Soto, Office Assistant*	100.00%	53,903	53,903	7.93%	4,276	14.15%	7,628	77.92%	42,000	0.00%	0	100.00%	42,000
6. Elizabeth Alfaro-Gonzalez, Office Assistant**	100.00%	54,683	54,683	7.93%	4,337	14.15%	7,738	77.92%	42,608	0.00%	0	100.00%	42,608
7. Julie Urbina, Office Assistant	100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392
8. Kyla Robinson-Williams, Office Assistant	100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392
9. Maria Prudencio, Account Clerk	100.00%	55,869	55,869	7.93%	4,432	14.15%	7,906	77.92%	43,532	0.00%	0	100.00%	43,532
10. Jessica Rangel, Office Support Specialist	100.00%	59,717	59,717	7.93%	4,737	14.15%	8,450	77.92%	46,530	0.00%	0	100.00%	46,530
11. Ateede Wolde, Office Assistant	100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392
12. Jasz Bulan, Office Assistant	100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS Total Cases of Open (Active) Straight CCS Children	1148	7.93%
OTLICP - Total Cases of Open (Active) OTLICP Children	2048	14.15%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	11277	77.92%
TOTAL CCS CASELOAD	**14473**	**100%**

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2025-26

County: San Diego

CALIFORNIA DEPA
HEALTH CARE

					Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column		1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item		% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
13. VACANT, Office Assistant		100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392
14. VACANT, Office Assistant		100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392
15. VACANT, Office Assistant		100.00%	53,123	53,123	7.93%	4,214	14.15%	7,517	77.92%	41,392	0.00%	0	100.00%	41,392
Subtotal			653,830	843,595		66,917		119,372		657,308		0		657,308
Total Salaries and Wages				10,234,559	7.93%	811,806	14.15%	1,448,240	77.92%	7,974,508	0.00%	0	100.00%	7,974,508
Staff Benefits (Specify %)	72.82%			7,452,806	7.93%	591,157	14.15%	1,054,608	77.92%	5,807,040		0		5,807,040
I. Total Personnel Expense				17,687,365	7.93%	1,402,963	14.15%	2,502,848	77.92%	13,781,548		0		13,781,548
II. Operating Expense														
1 Travel				45,000	7.93%	3,569	14.15%	6,368	77.92%	35,063	0.00%	0	100.00%	35,063
2 Training				30,000	7.93%	2,380	14.15%	4,245	77.92%	23,375	0.00%	0	100.00%	23,375
3. Services & Supplies					7.93%	0	14.15%	0	77.92%	0			100.00%	0
4 Lease/Facility Cost				431,578	7.93%	34,233	14.15%	61,070	77.92%	336,275			100.00%	336,275
5 Office Expense				70,000	7.93%	5,552	14.15%	9,905	77.92%	54,542			100.00%	54,542
6.					7.93%	0	14.15%	0	77.92%	0			100.00%	0
7					7.93%	0	14.15%	0	77.92%	0			100.00%	0
II. Total Operating Expense				576,578		45,734		81,588		449,255		0		449,255
III. Capital Expense														
1					7.93%	0	14.15%	0	77.92%	0				0
2					7.93%	0	14.15%	0	77.92%	0				0
3					7.93%	0	14.15%	0	77.92%	0				0
III. Total Capital Expense				0		0		0		0				0
IV. Indirect Expense														
1 Indirect Cost Rate	25.00%			4,421,841	7.93%	350,741	14.15%	625,712	77.92%	3,445,388			100.00%	3,445,388
				0	7.93%	0	14.15%	0	77.92%	0			100.00%	0
IV. Total Indirect Expense				4,421,841		350,741		625,712		3,445,388				3,445,388
V. Other Expense														
1 Maintenance & Transportation				30,600	7.93%	2,427	14.15%	4,330	77.92%	23,843			100.00%	23,843
2 Equipment Maintenance				30,000	7.93%	2,380	14.15%	4,245	77.92%	23,375			100.00%	23,375
3 Computer Maintenance				210,000	7.93%	16,657	14.15%	29,716	77.92%	163,627			100.00%	163,627
4 Application Services				586,500	7.93%	46,521	14.15%	82,993	77.92%	456,986			100.00%	456,986
5					7.93%	0	14.15%	0	77.92%	0			100.00%	0
V. Total Other Expense				857,100		67,985		121,284		667,831				667,831
Budget Grand Total				23,542,884		1,867,423		3,331,432		18,344,022		0		18,344,022

Junali M. Ventinilla	Junali Ventinilla	7/18/2025	619-638-7919
Prepared By (Signature)	Prepared By (Printed Name)	Date Prepared	Phone Number
Norma Orozco	Norma Orozco	7/18/2025	619-858-6421
CCS Administrator (Signature)	CCS Administrator (Printed Name)	Date Signed	Phone Number

COSD CLERK OF THE BOARD
2025 SEP 22 PM3:54

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

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

September 10, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

FISCAL YEAR 2025-2026 CERTIFICATION STATEMENT FORM FOR THE CALIFORNIA CHILDREN'S SERVICES (CCS) PROGRAM

Pursuant to the Board of Supervisors action on May 24, 2022 (8), which authorized the Clerk of the Board to execute the annual CCS Certification Statements, please sign the attached Fiscal Year 2025-2026 Certification Statement form for the County's CCS program. Annually, the County is required to submit a Certification Statement form for the CCS program to the Department of Health Care Services (DHCS). The Certification Statement form certifies that the County's CCS program will comply with all applicable state and federal laws and regulations. The CCS program is a State-mandated program that receives annual funding. In Fiscal Year 2025-2026, the allocation for the CCS Medical Therapy Program is $5,735,512.

For more information, please contact Norma Orozco by email at Norma.Orozco@sdcounty.ca.gov or by phone at (619) 856-6421.

Kj Giardina

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

JV

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 24, 2022

MINUTE ORDER NO. 8

SUBJECT: AUTHORIZE CERTIFICATION STATEMENTS FOR CHILD HEALTH AND DISABILITY PREVENTION AND CALIFORNIA CHILDREN'S SERVICES PROGRAMS (DISTRICTS: ALL)

OVERVIEW

On June 20, 2017 (18), the San Diego County Board of Supervisors (Board) authorized the certification statements for Child Health and Disability Prevention (CHDP) and California Children's Services (CCS) programs, demonstrating a long-term commitment to helping children reach their full potential by supporting programs that encourage healthy behaviors, link eligible children to low or no-cost health care coverage, provide case management and therapy services for low-income children with serious medical conditions, and provide support for at-risk children in the dependency system. The CHDP and CCS programs receive funding from the California Department of Health Care Services Children's Medical Services (CMS) and is administered by the County of San Diego (County) Health and Human Services Agency, Public Health Services. CMS requires an annual budget submission process for the provision of services to the children of San Diego County, with certification by Clerk of the Board. This certification process allows the County to receive reimbursements for services in the CHDP and CCS programs.

Today's action requests the Board to approve and authorize the Clerk of the Board to execute the State's Fiscal Year 2022-2023 CHDP and CCS Certification Statements. Additionally, this action requests the Board to approve and authorize the Clerk of the Board to execute the CCS Certification Statements for the subsequent four fiscal years through Fiscal Year 2026-2027. Today's action also requests the Board to authorize the Agency Director, Health and Human Services Agency, to apply for funding opportunities to support child health and disability prevention.

This item supports the County's 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 supporting preventive health care, early intervention, and treatment programs for at-risk children and families.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Approve and authorize the Clerk of the Board to execute, upon receipt, the Fiscal Year 2022-2023 State Child Health and Disability Prevention Certification Statements.

2. Approve and authorize the Clerk of the Board to execute, upon receipt, the Fiscal Year 2022-2023 through Fiscal Year 2026-2027 State California Children's Services Certification Statements.

3. Authorize the Agency Director, Health and Human Services Agency, to apply for additional funding opportunity announcements, if available, to fund support child health and disability prevention.

EQUITY IMPACT STATEMENT
Today's actions advance equity and racial justice and supports the County of San Diego's (County) Framework for Our Future: Declaring Racism a Public Health Crisis through a data-driven population health approach and delivers education and supportive services, such as comprehensive medical case management and hands-on rehabilitation services focusing on mobility and independent living skills for medically fragile children who live in the lowest healthy places index quartiles, through community partnerships and coalitions committed to addressing disparities and health inequities. Today's action also supports bringing greater transparency of California Children's Services (CCS) related data and outcomes through a comprehensive set of routine data analysis products looking at equity related outcomes or disproportionality. Through CCS' participation in workgroups led by the California Department of Health Care Services, input is taken from community stakeholder groups on data needs useful for populations they represent, which will be used to develop revised statewide metrics and standards for the program, as well as enrollment, demographics, and utilization dashboards. The Child Health and Disability Prevention (CHDP) program supports efforts to reduce disparities and health inequities by providing access and linkage to quality preventive services and ongoing healthcare coverage to vulnerable children experiencing greater risk factors, limited access to care, and increased morbidity and mortality compared to the general population. A recent effort to improve health outcomes is the implementation of the Adverse Childhood Experiences screenings in CHDP provider practices. Screening facilitates early patient treatment, encourages trauma-informed care, and promptly connects families to interventions, resources, and other supports that can improve their health and well-being. The Public Health Services' CCS and CHDP programs within the County Health and Human Services Agency will continue to work closely with San Diego County providers to communicate and advance equity driven initiatives and outcomes, health education, and services.

FISCAL IMPACT
There is no fiscal impact associated with the proposed actions. However, failure to execute the proposed actions will result in forfeited costs and revenue of $19,136,787 in Fiscal Year 2022-23 ($5,463,872 for Child Health and Disability Prevention Program and $13,672,915 for California Children's Services (CCS)) and similar amounts through Fiscal Year 2026-27 for CCS. The funding sources are the State General Fund, Federal Title XIX, Federal Title XXI, and Health Realignment. There will be no change in net General Fund costs and no additional staff years.

BUSINESS IMPACT STATEMENT
N/A

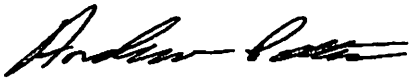
ACTION:
ON MOTION of Supervisor Vargas, seconded by Supervisor Fletcher, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Lawson-Remer, Fletcher, Desmond
ABSENT: Anderson

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

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES
Michelle Baass | Director

DATE: July 29, 2025

CCS Information Notice: 25-04

TO: CALIFORNIA CHILDREN'S SERVICES PROGRAM ADMINISTRATORS

SUBJECT: FISCAL YEAR 2025-2026 COUNTY ALLOCATIONS FOR CCS MEDICAL THERAPY PROGRAM

The purpose of this California Children's Services (CCS) Information Notice is to provide County CCS Medical Therapy Programs with their Medical Therapy Program (MTP) approved budget allocations for fiscal year (FY) 2025-26. The Department of Health Care Services (DHCS) will not issue individual county budget notices.

DHCS calculated the FY 2025-26 Medical Therapy Program allocations as follows:

- **MTP Allocation:** This allocation is based on the submitted baseline budgets for FY 2025-26 and distributed proportionally. Allocations reflect each county's share of the total available appropriation. Only counties with active Medical Therapy Units (MTU) or AB 3632 eligibility were included.

Each county remains responsible for overseeing and tracking its MTP expenditures and will only be reimbursed up to the county's authorized allocation.

County Medical Therapy Programs must submit the MTP budget for FY 2025-26 no later than sixty (60) days from the date of this Information Notice. Please submit your budgets electronically to the ISCD Budget Portal. County MTP Programs requiring the most recent version of the Plan and Fiscal Guidelines (PFG) manual Section 7 may download from ISCD Budget Portal or contact ISCDFiscal@dhcs.ca.gov.

County Medical Therapy Programs are expected to comply with all Federal and State requirements pertaining to the CCS Program and must adhere to all applicable Department policies and procedures. County CCS Programs must submit invoices based only on actual MTP expenditures, and in accordance with Section 7, Expenditure Claims and Property Management of the PFG manual.

For questions regarding this IN, fiscal questions and/or requests, please contact ISCDFiscal@dhcs.ca.gov.

Sincerely,

ORIGINAL SIGNED BY

Joseph Billingsley, Assistant Deputy Director
Integrated Systems of Care Division
Department of Health Care Services

Attachment:
Attachment A: CCS Medical Therapy Program Allocation

Attachment A
FY 2025-26 CCS Medical Therapy Program

	COUNTY	CCS MEDICAL THERAPY PROGRAM ALLOCATION
1	Alameda	$4,393,068
2	Alpine**	$0
3	Amador**	$0
4	Butte	$418,309
5	Calaveras	$101,618
6	Colusa**	$0
7	Contra Costa	$2,389,567
8	Del Norte**	$0
9	El Dorado	$276,489
10	Fresno	$1,341,139
11	Glenn	$21,564
12	Humboldt	$481,518
13	Imperial	$221,429
14	Inyo*	$11,959
15	Kern	$2,108,830
16	Kings	$111,345
17	Lake	$145,705
18	Lassen**	$0
19	Los Angeles	$16,630,478
20	Madera	$453,946
21	Marin	$433,052
22	Mariposa**	$0
23	Mendocino	$35,948
24	Merced	$759,360
25	Modoc**	$0
26	Mono*	$8,008
27	Monterey	$1,084,825
28	Napa	$595,396
29	Nevada	$203,587
30	Orange	$6,534,814
31	Placer	$517,536
32	Plumas**	$0
33	Riverside	$6,037,883
34	Sacramento	$1,433,238

COUNTY		CCS MEDICAL THERAPY PROGRAM ALLOCATION
35	San Benito	$151,486
36	San Bernardino	$3,962,758
37	San Diego	$5,735,512
38	San Francisco	$1,561,388
39	San Joaquin	$1,047,073
40	San Luis Obispo	$840,684
41	San Mateo	$1,516,137
42	Santa Barbara	$1,825,003
43	Santa Clara	$4,318,186
44	Santa Cruz	$496,798
45	Shasta	$598,713
46	Sierra **	$0
47	Siskiyou**	$0
48	Solano	$444,834
49	Sonoma	$1,708,740
50	Stanislaus	$1,146,138
51	Sutter	$170,570
52	Tehama	$16,636
53	Trinity**	$0
54	Tulare	$448,133
55	Tuolumne	$23,912
56	Ventura	$2,553,726
57	Yolo	$368,020
58	Yuba	$29,945
Total Allocation Statewide		$75,715,000

*AB3632 = State only

**No Medical Therapy Unit

Revised 04/24/2025

CCS Medical Therapy Program (MTP) Budget Worksheet

Fiscal Year: 2025-26

County: San Diego

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
I. COUNTY EMPLOYED MTU STAFF			
MTP Administrative Positions			
1. Chris Chung, Chief, Occup/Phy Therapy Svcs	75.00%	149,781	112,336
2. Dena Schneemann, Supv Occupational/Phys Therapist	95.00%	134,243	127,531
3. Krystl Novak, Supv Occupational/Phys Therapist	95.00%	134,243	127,531
4. Amber H Barlow, Supv Occupational/Phy Therapst	95.00%	134,243	127,531
5. Susan M Devencenzi, Supv Occupational/Phy Therapst	95.00%	134,243	127,531
6. Jennifer A Jablonski, Supv Occupational/Phy Therapst	95.00%	134,243	127,531
7. Kerri L Matheson, Supv Occupational/Phy Therapst	95.00%	134,243	127,531
8. Sharon Valle, Office Support Specialist	100.00%	59,717	59,717
9. Mari Dominuguez, Office Support Specialist**	100.00%	61,277	61,277
10. Adriana Enriquez, Office Support Specialist**	100.00%	61,277	61,277
11. Maria Garcia, Office Support Specialist**	100.00%	61,277	61,277
12. Rosa A Garcia, Office Support Specialist**	100.00%	61,277	61,277
13. Olimpia A Ramirez, Office Support Specialist**	100.00%	61,277	61,277
14. Danieljohn B Cabrera, Student Worker (undergraduate)	50.00%	41,163	20,582
15. Arianne Pablico, Student Worker (undergraduate)	50.00%	41,163	20,582
16. Gabriel Yip, Student Worker (undergraduate)	50.00%	41,163	20,582
17. Kianna Quinones, Student Worker (undergraduate)	50.00%	41,163	20,582
18. De'Andre White, Student Worker (undergraduate)	50.00%	41,163	20,582
19. VACANT, Student Worker (undergraduate)	50.00%	41,163	20,582
Subtotal		430,810	1,367,116
Treatment Staff			
1. Nare Bagumyan, Occupational/Phy Therapst	100.00%	114,379	114,379
2. Margaux Mariano, Occupational/Phy Therapst	100.00%	114,379	114,379
3. Stephen Balkam, Occupational/Phy Therapst**	100.00%	115,939	115,939
4. Lukas Blate, Occupational/Phy Therapst	100.00%	114,379	114,379
5. Irma R Briones, Occupational/Phy Therapst	100.00%	114,379	114,379
6. Neika E Cirello, Occupational/Phy Therapst	100.00%	114,379	114,379
7. Christine Quach, Occupational/Phy Therapst	100.00%	114,379	114,379
8. Myra Desquitado-Prado, Occupational/Phy Therapst*	100.00%	115,159	115,159
9. Savana R Fabiana, Occupational/Phy Therapst	100.00%	114,379	114,379
10. Karen C Gimber, Occupational/Phy Therapst	50.00%	114,379	57,190
11. Carrie Griep Cross, Occupational/Phy Therapst	50.00%	114,379	57,190
12. Hal Huynh, Occupational/Phy Therapst	100.00%	114,379	114,379
13. Shonali Jog-Khoche, Occupational/Phy Therapst	100.00%	114,379	114,379

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
14. Alyssa R Kessler-Sharp, Occupational/Phy Therapst	100.00%	114,379	114,379
15. Eunice Lee, Occupational/Phy Therapst	100.00%	114,379	114,379
16. Danielle N Lindsey, Occupational/Phy Therapst	50.00%	114,379	57,190
17. Amy Liou, Occupatioanl/Phy Therapst	50.00%	114,379	57,190
18. Megan Lytle, Occupational/Phy Therapst	100.00%	114,379	114,379
19. Shelby Raquel Moss, Occupational/Phy Therapst	100.00%	114,379	114,379
20. Alisha Nash, Occupational Phy/Therapst	100.00%	114,379	114,379
21. Julie Kim Nguyen, Occupational Phy/Therapst	100.00%	114,379	114,379
22. Michelle Pizarro Aquino, Occupational Phy/Therapst	50.00%	114,379	57,190
23. Elizabeth Reece, Occupational/Phy Therapst	100.00%	114,379	114,379
24. Bennett Robinson, Occupational/Phy Therapst	100.00%	114,379	114,379
25. Courtney Silverman-Moss, Occupational/Phy Therapst	100.00%	114,379	114,379
26. Julia Sison, Occupational/Phy Therapst	50.00%	114,379	57,190
27. Shelby Bohegian, Occupational/Phy Therapst	50.00%	114,379	57,190
28. Christopher Warner, Occupational/Phy Therapst	100.00%	114,379	114,379
29. Bao Hoang, Occupational/Phy Therapst	100.00%	114,379	114,379
30. Dionisio Wilkins, Occupational/Phy Therapst	100.00%	114,379	114,379
31. Connie Wong, Occupational/Phy Therapst	100.00%	114,379	114,379
32. Katherine Abbey, Sr Occupational/Phy Therapst**	50.00%	124,488	62,244
33. Mark Alonzo, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
34. Brittany Axelrad, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
35. Christine Bolos, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
36. Danielle Brown, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
37. Kristin Jia-Ling Brown, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
38. Madelynn Dahms, Sr Occupational/Phy Therapst*	100.00%	123,708	123,708
39. Anne Edwardson, Sr Occupational/Phy Therapst	50.00%	122,928	61,464
40. Jeffrey Farber, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
41. Marianne Hanover, Sr Occupational/Phy Therapst	50.00%	122,928	61,464
42. Lisa Hitchcock, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
43. Dobromira Arsova, Occupational/Phy Therapst	100.00%	122,928	122,928
44. Jan Jewell-Brown, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
45. Kelsey LaBerge, Sr Occupational/Phy Therapst*	100.00%	123,708	123,708
46. Brian Lambe, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
47. Jamie McCarthy, Sr Occupational/Phy Therapst	50.00%	122,928	61,464
48. Milan Patel, Sr Occupational/Phy Therapst	50.00%	122,928	61,464
49. Jaclyn Rose, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
50. Meagan Rose, Sr Occupational/Phy Therapst	75.00%	122,928	92,196
51. Megan Skelton, Sr Occupational/Phy Therapst	50.00%	122,928	61,464
52. Vicki Striebel, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
53. Deborah Surma, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
54. Susan Rose Wilhelmy, Sr Occupational/Phy Therapst	100.00%	122,928	122,928
55. Parvin Bagheri, Occupational/Phy Therapst	50.00%	114,379	57,190
56. Tiffany Nichols-Roy, Occupational/Phy Therapst	100.00%	114,379	114,379

Column		1	2	3
Category/Line Item		% FTE	Annual Salary	Total Budget (1 x 2)
57. VACANT, Sr Occupational/Phy Therapst		100.00%	122,928	122,928
58. VACANT, Sr Occupational/Phy Therapst		100.00%	122,928	122,928
59. VACANT, Sr Occupational/Phy Therapst		100.00%	122,928	122,928
60. VACANT, Occupational/Phy Therapst		100.00%	114,379	114,379
Subtotal			711,922	6,232,666
Total Salaries and Wages				7,599,782
Staff Benefits (Specify %)	72.82%			5,534,161
Total Personnel Expenses, County Employed MTU Staff				13,133,943
Travel Costs				-
Internal Indirect Costs (Specify %)	25.00%			3,283,486
I. TOTAL, COUNTY EMPLOYED MTU STAFF				**$ 16,417,429**
II. CONTRACT THERAPISTS				
Physical and Occupational Therapy Contracts				
1. Contractor Name, Position				-
2. Contractor Name, Position				-
3. Contractor Name, Position				-
4. Contractor Name, Position				-
5. Contractor Name, Position				-
II. TOTAL, CONTRACT THERAPISTS				**$ -**
III. COUNTY STAFF FOR SELPA/LEA/IEP FUNCTIONS				
MTP Administrative Positions				
1. Rachelle Przybyla, Therapy Consultant (Supv Occ/Phys Thera		50.00%	134,243	67,122
2. Employee Name, Position		0.00%	-	-
3. Employee Name, Position		0.00%	-	-
4. Employee Name, Position		0.00%	-	-
5. Employee Name, Position		0.00%	-	-
Subtotal			134,243	67,122
Treatment Staff				
1. Employee Name, Position		0.00%	-	-
2. Employee Name, Position		0.00%	-	-
3. Employee Name, Position		0.00%	-	-
4. Employee Name, Position		0.00%	-	-
5. Employee Name, Position		0.00%	-	-
6. Employee Name, Position		0.00%	-	-
7. Employee Name, Position		0.00%	-	-
8. Employee Name, Position		0.00%	-	-
9. Employee Name, Position		0.00%	-	-
Subtotal			-	-
Total Salaries and Wages				67,122
Staff Benefits (Specify %)	72.82%			48,878
Total Personnel Expenses for SELPA/LEA/IEP Functions				116,000
Travel Costs				-
Indirect Costs (Specify %)	25.00%			29,000
III. TOTAL, STAFF FOR SELPA/LEA/IEP FUNCTIONS				**$ 145,000**
IV. MTU EXPENDITURES				

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
1. MTU Supply and Equpment Costs			
a. Medical and Dental Supplies			20,000
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			20,000
2. MTU Conference Costs			
a. Item 1			-
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			-
3. Training/Education			
a. Traininger and CPR			20,000
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			20,000
4. Miscellaneous MTU Costs			
a. Office Supplies			80,000
b. IT Costs			210,000
c. Communications			500
d. Translation Services			11,000
e. Journals/Publications			3,000
f. Parking Fees			100
g. Transcripts			100
h. Item 4			-
Subtotal			304,700
IV. TOTAL, MTU EXPENDITURES			**$ 344,700**
BUDGET GRAND TOTAL			**$ 16,907,129**

SOURCE OF FUNDS			
MTP (State/County 50/50) (Sections I, II & IV)			
State General Funds (1)		$ 8,381,065	
County Funds		$ 8,381,064	
MTP (State 100%) (Section III)			
State General Funds (2)		$ 145,000	
Total State General Funds (1 + 2)		$ 8,526,065	

Junali M. Ventinilla — Digitally signed by Junali M. Ventinilla Date: 2025.07.30 14:29:33 -07'00' — 7/30/2025

Prepared By Chris Chung — Digitally signed by Chris Chung Date: 2025.07.31 08:12:29 -07'00' — Date Prepared 7/31/2025

Approved By — Date Approved

Medical Therapy Program Staffing Determination Tool

Revised 4/24/2025

TO BE COMPLETED BY COUNTY CCS PROGRAM

Fiscal Year: 2025-26

County: San Diego

Date: 5/23/2025

Total no. of MTUs in county: 6

Total no. of MTU satellites in county: 1

Total no. of children on MTP caseload per CMS Net: 1584

Please explain if caseload data is from another source:

Total number of children on waiting list for services, receiving no services: PT ____ OT ____

Total # of children on waiting list, receiving services temporarily through a vendor: PT ____ OT ____

Total # of children on waiting list: PT 0 OT 0

A. MTP Administrative Positions

MTP Administrative Positions*	# County Positions Approved & Filled	# County Positions Approved & Vacant	Total Administrative Positions
Chief Therapist	0.80		0.80
Asst Chief Therapist(s)	0.00		0.00
MTU Supervisors	6.50		6.50
MTU Clerks	9.00		9.00
Total Adm Pos:	**16.30**	**0.00**	**16.30**

*Must be State approved positions based on Ch. 4 and caseload reviews - see instructions

** Calculation reflects licensed OT/PT staff needed to meet treatment needs See instructions Therapy Assistant/Aide conversions cannot be used to increase the number of therapy staff submitted on the MTP Baseline Budgets **

B. Calculating FTE's for Treatment Needs**

1	2	3	4	5	6	7	8	9	10
Total weekly prescribed PT hours	Total weekly prescribed OT hours	Total prescribed hours (Col 1+Col 2)	Total hours for consultation* (see below for explanation)	Total treatment hours = prescribed hrs + consult hours (Col 3+4)	Standard hours per week for full-time employee	Total paid break time per week (in hours)	Total weekly work hours available for 1.0 FTE	Expected Tx hrs/wk at 75% direct therapy service (Col 8 x 0.75)	Total treating FTE's needed to staff MTP (Col 5/Col 9)
615.6	458.6	1,074.20	316.08	1,390.28	40.0	2.50	37.50	28.13	49.43

PT cases: 1424

OT cases: 1210

* Calculated hours for consultation = # PT cases x 0.12 = 170.88

* Calculated hours for consultation = # OT cases x 0.12 = 145.20

Total consultation hours (used for Column 4 above) = **316.08**

C. Calculating Interagency Liaison and IEP Hours for Treatment FTEs

These numbers should be taken from the timestudies submitted to CMS

Timestudy	Total Interagency Liaison Hours	Total Interagency IEP Hours	Total Interagency hours for timestudy month	Total Interagency Hours for quarter***
Prior year 4th quarter	1.30	6.00	7.30	21.90
Current year 1st quarter	11.70	22.00	33.70	101.10
Current year 2nd quarter	40.40	48.30	88.70	266.10
Current year 3rd quarter	31.70	13.00	44.70	134.10
Total Annual Interagency Hours			**174.40**	**523.20**

rev 03/02/18

Certification Statement - California Children's Services (CCS)

County/City: SAN DIEGO COUNTY	Fiscal Year: **2025-2026**

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Kristen Dimou Digitally signed by Kristen Dimou Date: 2025.07.18 13:34:35 -07'00'	7/18/25
Signature of CCS Administrator	Date Signed

Hernandez, Elizabeth A. Digitally signed by Hernandez, Elizabeth A Date: 2025.09.05 04:38:40 -07'00'	9/5/25
Signature of Director or Health Officer	Date Signed

	9/23/25
Signature of Deputy Clerk of the Board	Date Signed

Katherine Hart Digitally signed by Katherine Hart Date: 2025.08.05 16:04:26 -07'00'	8/5/25
Signature of Senior Deputy County Counsel	Date Signed

I certify that this plan has been approved by the local governing body.	
	9/23/25
Signature of Local Governing Body Chairperson	Date Signed

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 5/24/22 Minute Order No. 8
By: Deputy Clerk of the Board Supervisors Date: 9/23/25

County of San Diego
Revenue Fact Sheet

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

ACCOUNT NUMBER ASSIGNED: _____

1. Department ORG: # D5950 Department Name: PHS-California Children's Services
   Contact Person: Junali Ventinilla Phone: 619-638-7919
   Low Org: # 45099 (optional)

2. Requested Revenue Account Title: FY 25-26 CCS State Budget Allocation for CCS Medical Therapy Program

3. Anticipated Annual Revenue: $ 5,735,512

4. Revenue will be Budgeted Beginning with: F.Y. 25-26

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 Allocation is from the Department of Health Care Services - Integrated Systems of Care Divisions

   B. Authority: Board of Supervisors 5/24/2022 Minute Order #8

   C. Form of Revenue: ○ Grant ○ Subvention ○ Fee
   ○ License ○ Contract ◉ Other
   If Fee or License, indicate amount: $ _____
   Please Explain: DHCS ICSD has awarded a total allocation of $5,735,512 to County of San Diego HHSA for the CCS Medical Therapy Program

   D. Service Provided: The CCS State Budget supports CCS Program

   E. Means of Projecting for Budget (formula used): Total allocation amount will be invoiced to the State

   F. How is the Revenue Received: ◉ Reimbursements ○ Advances ○ Other
   Please Explain: County will invoice DHCS ICSD on a quarterly basis

   G. When is the Revenue Received: ○ Annually ◉ Quarterly
   ○ Monthly ○ Daily ○ Other
   Please Explain: County will invoice DHCS ICSD on a quarterly basis

6. Cost Recovery: ○ Full Recovery ○ A-87 ◉ Other
   Please Explain: County has a shared cost agreement providing these mandated services. Services are claimed to the State and reimbursed through quarterly claims. For more details see BOS 05/24/2022 Minute Order #8

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Kevin Gabriel Digitally signed by Kevin Gabriel Date: 2025.09.08 21:01:33 -07'00' Date: Sep 8, 2025

COSD CLERK OF THE BOARD
2025 OCT 1 AM11:28

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

September 17, 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 & Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT NUMBER 25-0431-012-SF WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to Administrative Code Section 123, this is Agriculture, Weights & Measures' (AWM) request to execute and ratify Cooperative Agreement Number 25-0431-012-SF with the California Department of Food and Agriculture for *Phytophthora ramorum* (Sudden Oak Death – SOD) Program services in San Diego County from July 1, 2025, through June 30, 2026. These mandated services mitigate the potential spread of a serious plant disease called Sudden Oak Death that would increase risk of wildfire, reduce wildlife and habitat resources, and adversely impact production nurseries. This Agreement supports the Sustainability and Equity initiatives in the County of San Diego's 2025-2030 Strategic Plan by preventing the introduction and spread of invasive pests. AWM will be reimbursed for not more than $11,864.18. The revenue contract may not fully fund the SOD Program, and the associated unreimbursed costs will facilitate activities that decrease the risk of wildfire, loss of habitat resources, and market losses for production nurseries.

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 Travis Elder at (760) 752-4700 or Travis.Elder@sdcounty.ca.gov for any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0431-012-SF

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

Date: 9/17/25 Department: Agriculture, Weights and Measures

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

*Oracle Award #: 500390 Org #: 48800 Amount: 11,864.18

Contact Person: Travis Elder Phone #: (760) 752-4700

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

Description: Revenue agreement with the State of California Department of Food and Agriculture- Phytophthora Ramorum Program (SOD).

☐ 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: 2025.09.19 11:46:11 -07'00' Date: 9/19/25

Approved By:

Group Finance Director: Annie Leighton Date: 9/30/25

County Counsel: Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod.Markley@sdcounty.ca.gov Date: 2025.09.28 13:50:33 -07'00' Date:

Chief Administrative Officer: Jennifer Lawson Date: 9/30/25

Office of Financial Planning: [illegible] Date: 9/30/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-32

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

September 17, 2025

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

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

REQUEST FOR APPROVAL AND RATIFICATION OF A REVENUE AGREEMENT FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER 25-0431-012-SF – PHYTOPHTHORA RAMORUM (SUDDEN OAK DEATH) PROGRAM

Enclosed for your approval and ratification, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and Agriculture, Weights & Measures (AWM) to provide mandated regulatory services for the *Phytophthora ramorum* (Sudden Oak Death - SOD) Program from July 1, 2025 through June 30, 2026. The County will be reimbursed for up to $11,864.18. These mandated services mitigate the potential spread of a serious plant disease called Sudden Oak Death that kills oak and tanoak trees and adversely affects more than 100 other plants in California. The impacts of this disease include increased risk of wildfire, reduced wildlife and habitat resources, and adverse impacts to production nurseries due to direct losses of product, increased sanitation and treatment costs, and loss of markets. This Agreement supports the Sustainability and Equity initiatives in the County of San Diego's 2025-2030 Strategic Plan by preventing the introduction and spread of invasive pests. Depending on the extent of positive detections in production nurseries, this Agreement may not fully fund the required services. Board Policy B- 29 mandates 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 may precede the execution of the agreement.

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

- Sample submission
- Trace forward and trace back investigations in response to the newly positive detections
- Required eradication services including issuing hold notices, destruction, delimitation, follow-up inspection and sampling, and sanitation procedures

B. ALTERNATIVES: AWM is mandated to perform the contracted services per California Food and Agricultural Code Section 5024.

C. FISCAL IMPACT: The revenue contract with CDFA may not offset all County costs including, but not limited to, administrative costs. The anticipated net County cost of $1,239.81 is supported by budgeted General Purpose Revenue in AWM as determined by the extent of the program activities. In accordance with Board Policy B-29, the Director of the Department of AWM certifies that the services to be funded by this revenue contract would be worthy of County funding if external financing were unavailable.

D. AWARD NUMBER: The Auditor and Controller assigned 500390.

Please contact Deputy Agricultural Commissioner/Sealer Travis Elder at (760) 752-4700 or Travis.Elder@sdcounty.ca.gov for any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement # 25-0431-012-SF

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0431-012-SF

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: $11,864.18

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: Prime Award Information 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)
Exhibit D: Federal Terms and Conditions	3 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)*	DATE SIGNED
Andrew Potter	10/2/25

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
CALIFORNIA 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

LB

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 10/2/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP25PPQFO000C438
Federal Award Date:	July 29, 2025
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$1,308,771.00
Effective Dates for CDFA:	July 1, 2025 through June 30, 2026
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   County will perform P. ramorum program enforcement activities in support of the State Oak Mortality Disease Control regulation, State and Federal Quarantines.

   Project Title: Phytophthora ramorum - Non quarantined

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Shadi Moscouplos	Name:	Ha Dang
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Suite 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123-1217
Phone:	916-531-5747	Phone:	858-614-7703
Email Address:	Shadi.Moscouplos@ cdfa.ca.gov	Email Address:	sdcawm@sdcounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Lee Thao	Name:	Rolinda Gelacio
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Suite 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123-1217
Phone:	916-584-1632	Phone:	858-414-7474
Email Address:	Lee.Thao@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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. **Officials Not to Benefit**
The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. **Trafficking in Persons**
The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. **Intergovernmental Review**
The Recipient must comply with intergovernmental review standards pursuant to the following:
A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. **Confidentiality**
The Recipient must comply with confidentiality standards pursuant to the following:
A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. **Conservation in Procurement**
The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. **Debarment, Suspension, Criminal or Civil Convictions**
The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. **Crimes and Prohibited Activities**
The Recipient must comply with crimes and prohibited activities standards pursuant to the following:
A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. **Biosafety in Laboratories**
The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. **Conflicts of Interest**
The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. **Inventions, Patents, Copyrights and Project Results**
A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK
***Phytophthora ramorum* Program**
Non-Quarantined Counties
July 1, 2025 – June 30, 2026

The county agrees to perform *Phytophthora ramorum* (*P. ramorum*) program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by Federal Domestic Quarantine 7 CFR 301.92.

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice (Appendix A), and by this reference made a part hereof.

Key Actions to be Conducted Under this Agreement Include:

SECTION 1: PERSONNEL ACTIVITIES

A. Regulatory Activities at Nurseries Previously Positive for *P. ramorum*
B. Response at Nurseries Newly Positive for *P. ramorum*
C. Data Entry/Sample Submission
D. Trace Forward/Trace Back Investigations

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment
B. Vehicle/Mileage

SECTION 3: REPORTING/REIMBURSEMENT

A. Monthly Activity Report
B. Reimbursement

SECTION 1: PERSONNEL ACTIVITIES

A. Regulatory Activities at Nurseries Previously Positive for *P. ramorum*:

Regulated Establishments (Formerly known as *DA-2014-02 Federal Order Phytophthora ramorum (Previously Positive Host Nursery Modifications)*)

Please see this link for the most current federal regulations.

Regulatory Enforcement at Regulated Establishments
The county must have an interstate shipping nursery or a nursery that supplies an interstate shipping nursery that is previously positive for *P. ramorum*.

As required, perform inspections at establishments previously positive for *P. ramorum* that ship regulated nursery stock interstate or supply nurseries that ship regulated nursery stock interstate.

Please see this link for the most current federal inspection protocol for regulated establishments.

B. Response at Nurseries Newly Positive for *P. ramorum*

Activities in response to the detection of *P. ramorum* include trace forward and trace back investigations, eradication activities at positive nurseries as required by the *P. ramorum* program and using the most current USDA protocols. Eradication activities include issuing hold notices, destruction, delimitation/follow-up inspection and sampling, and sanitation procedures.

Please see this link for the most current federal positive nursery response:

C. Data Entry/Sample Submission

The county is responsible for ensuring the following data set is accurately completed in a timely manner:

1. Pest and Damage Record (PDR)

The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC), located at 3294 Meadowview Road, Sacramento, CA 95832, for identification. The county must complete an electronic copy of the CDFA's PDR on the CDFA's Plant Division Extranet site. A hard copy of the PDR must accompany the samples to the PPDC as well.

"SOD-Sudden Oak Death" must be selected as the <Program> for each PDR submitted to the PPDC for this program and choose from 03 Quarantine-Federal Domestic, 21 Compliance Agreement Survey, 22 Trace Back Survey, or 23 Trace Forward Survey in the activity field. Please do not use the general plant pathology codes in the activity field.

2. Data Collection

The county must send completed USDA Data Collection spreadsheets of nursery visit data to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov after every visit to regulated nurseries.

D. Trace Forward/Trace Back Investigations

When *P. ramorum* is detected in a nursery, county agricultural commissioners will conduct trace forward and trace back investigations at locations in their county that have either supplied (trace back) or received (trace forward) plants from the positive nursery. Trace back activities include inspection of the source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities such as issuing hold notices and submitting inspection results.

Trace Forward Protocol

For the activities performed at nurseries, residences, and commercial sites that have received plants from a confirmed *P. ramorum* positive nursery use the protocol outlined in the most current USDA Trace Forward Protocol

Trace Back Protocol

For the activities performed at nurseries that have been implicated as the source of *P. ramorum* positive plants use the protocol outlined in the most current USDA Trace Back Protocol.

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment

Supplies

In accordance with 2 CFR Part 200.1, supplies are considered articles that have a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

Equipment

In accordance with 2 CFR Part 200.1, equipment is considered to be articles that have a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Articles with a unit cost of $5,000.00 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the *P. ramorum* program must be maintained by the county.

B. Vehicle/Mileage

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the work plan. If the federal mileage reimbursement rate fluctuates during the agreement period, counties will submit monthly invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs

Counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for as well as the name of the driver. Vehicle logs must be maintained on a monthly basis.

SECTION 3: REPORTING/REIMBURSEMENT

A. Monthly Activity Report

The county must utilize the online County Monthly Reporting System to submit a monthly activity report for the *P. ramorum* program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov or by calling (916) 654-0312.

B. Reimbursement

The county must submit a monthly itemized invoice using the provided template (Appendix A) on county letterhead and submit to the CDFA **no later than 30 days** after the end of the coinciding reporting period.

1. **Allowable Costs**
   All invoiced expenses must fall within the parameters of this scope of work and must be directly related to administering and conducting the *P. ramorum* program.

2. **Monthly Activity Report Required for Reimbursement**
   Monthly invoices will not be submitted for reimbursement until the submission of the online monthly activity report for the invoicing period has been completed by the county and verified by the CDFA (see Section A. Monthly Activity Report above). The hours on the monthly activity report must match the personnel hours invoiced on the corresponding monthly invoice.

3. **Hourly Rates on Invoices**
   Monthly invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

4. **Personnel on Invoice Must Match Work Plan**
   Monthly invoices must reflect work performed by individuals or classifications listed on the work plan.

5. **Documentation**
   Documentation (including receipts for purchases) applicable to reimbursement for expenses does not need to be submitted to the CDFA but must be retained by the county and made available for audit purposes.

6. **Substantiation of Costs**
   All personnel salary costs must be properly tracked or allocated to the agreement in accordance with the Office of Management and Budget requirements and federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the trace.

   If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work. Mileage rates used on invoices must be the same as contained in the work plan. The CDFA will send an email that

will notify the counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, telecommunications, etc.) for which the county will seek reimbursement under the agreement must be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work.

Use the following citation for uniform administrative requirements, cost principles, and audit requirements applicable to your agency/organization.

State, Local, and Indian Tribal Governments: 2 CFR 200

7. **Submission of Monthly Invoice**
   Invoices must be submitted via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Carolyn Lambert (carolyn.lambert@cdfa.ca.gov) via email or by calling (916) 654-0312.

Appendix A

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA PEB_Interior_Reporting@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES (PEST EXCLUSION)
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Information)

Accounting use only:

Agreement Name:	Phythophthora ramorum Program - NonQuarantined
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Billing Period:	**From:** **To:** (Example: From Jan 1, 20XX To Jan 31, 20XX)

For State Use Only

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	Total Costs
1						$ -	$ -	$ -
2						$ -	$ -	$ -
3						$ -	$ -	$ -
4						$ -	$ -	$ -
5						$ -	$ -	$ -
6						$ -	$ -	$ -
7						$ -	$ -	$ -
8						$ -	$ -	$ -
9						$ -	$ -	$ -
10						$ -	$ -	$ -
		TOTALS	0.0	$ -	#DIV/0!	$ -	$ -	$ -

OPERATING EXPENSES

Description (type of supply or expense)	Total Cost
1. Supplies	$0.00
2. Equipment	$0.00
TOTAL OPERATING EXPENSES:	**$0.00**

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.70	$0.00
TOTAL VEHICLE OPERATIONS:			**$0.00**

Month:
Total Amount Due: **$0.00**

COMMENTS:

* Hourly Rate must include Hourly Wage and Benefit Rate.
** Overhead percent is eligible, may fluctuate per county and must not exceed 25%
*** Mileage rates: County vehicle = Not to exceed $0.70 per mile.
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.

Work Plan for *Phytophthora ramorum* Program
Non-Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: San Diego

Agreement Activities						
Regulatory Response Activities			**Number of Facilities Requiring Activities**	**Estimated Visits/Year/Facility**	**Estimated Hours/Visit**	**Estimated Hours/Year**
Instruction Section:	*A*	Previously Positive Nurseries **(County must have a Participating Nursery)**	0	0	0	0
	B	Positive Nursery Response (Confirmed Nursery Protocol)	0	0	0	0
	C	Trace Forward and Trace Back Investigations	7	4	4	112
Administrative Support						
Instruction Section:	*D*	Administrative Support				4
					***Total Activity Hours:**	**116**
Instruction Section:	*E*				**Total Personnel Costs:**	**$9,345.61**
Overhead (Indirect Costs) ----- Not to exceed 25% of Total Personnel Costs						
Instruction Section:	*F*	Enter Overhead Percentage			**25%**	**$2,336.40**
Operating Expenses						
Instruction Section:	*G1*	Supplies			$77.17	**$77.17**
	G2	Equipment			$0.00	
Vehicles						
Instruction Section:	*H*	Enter Estimated Miles	150	****Rate Per Mile:**	**0.700**	**$105.00**
					TOTAL COST:	**$11,864.18**

***Figure must match the figure on your 'Personnel Cost Work Sheet' (tab two). You must submit your completed 'Personnel Cost Work Sheet' with your work plan.**

**** Mileage rate must be current federal rate (http://www.irs.gov)**

County Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
Non-Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

County: San Diego

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural Scientist	$64.16	$39.60	$103.76	2	$207.51
Agricultural/Standards Inspector	$44.61	$27.78	$72.40	35	$2,533.84
Sr Agricultural/Standards Inspector	$52.73	$37.94	$90.67	55	$4,987.02
Supervising Agricultural/Standards Inspector	$63.25	$43.02	$106.26	5	$531.31
Insect Detection Specialist II	$34.25	$25.23	$59.48	1	$59.48
Office Assistant	$29.19	$27.88	$57.07	3	$171.21
Sr Office Assistant	$35.24	$24.48	$59.72	3	$179.17
Supervising Office Assistant	$43.45	$31.75	$75.20	3	$225.61
Student Worker	$19.40	$1.94	$21.34	7	$149.39
Deputy Agricultural Comm & Sealer	$85.04	$65.49	$150.53	2	$301.06
			***Total:**	116	$9,345.61

***Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.**

County Work Plan Summary
Phytophthora ramorum Program
Non-Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: San Diego
Agreement Manager: Travis Elder

Expenses	Description			Total
Personnel Costs for Regulatory Activities	Required Regulated Activities, Data Entry and Sample Submission	**Total Activity Hours:**	116	**$9,345.61**
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	**Overhead Percentage:**	25%	**$2,336.40**
Operating Expenses	All supply/equipment costs exceeding $5,000.00 must be accompanied by a itemized list of items to be purchased.	**Itemized Supply List Required (Y/N):**	N	**$77.17**
Vehicles	Mileage rate must be at current federal rate (http://www.irs.gov).	**Estimated Miles:**	150	**$105.00**
		Rate Per Mile:	0.7	
		TOTAL COST:		**$11,864.18**

COSD CLERK OF THE BOARD
2025 OCT 1 AM 11:28

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

September 15, 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 # 25-0351-000-SG 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 and ratify Cooperative Agreement # 25-0351-000-SG with the California Department of Food and Agriculture (CDFA) to maintain a Weed Management Area (WMA) group and implement the WMA's integrated weed management plan from July 1, 2025, to June 30, 2028. Invasive weeds threaten rare and endangered plant and animal species because they disrupt ecological processes, lower biodiversity, and alter critical habitats. They also impact agriculture by competing with crops for land distribution and resources, causing increased use of pesticides or reduced crop yields. Controlling invasive species promotes environmental sustainability and increases economic opportunities which support 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 $120,000.00. The agreement does not fully fund the Program and the associated unreimbursed costs to promote local agriculture and protect the environment and natural habitats.

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 Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.

Enclosure: Agreement #25-0351-000-SG

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

Date: 9/15/25 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/2025 End Date: 6/30/2028 Grant: Yes

*Oracle Award #: 508235 Org #: 48400 Amount: $120,000.00

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

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

Description: Revenue agreement with the State of California Department of Food and Agriculture to establish, develop, and maintain Weed Management Area's (WMA) and implement the WMA's intergrated weed management plan.

☐ 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: 2025.09.15 11:17:09 -07'00' Date: 9/15/25

Approved By:

Group Finance Director: Aimee Slaughton Date: 9/30/25

County Counsel: Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod.Markley@sdcounty.ca.gov Date: 2025.09.28 13:53:49 -07'00' Date:

Chief Administrative Officer: Jennifer Lawson Date: 9/30/25

Office of Financial Planning: Angelina Kennedy Date: 9/30/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-32

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

September 15, 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 AND RATIFICATION OF REVENUE AGREEMENT FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER 25-0351-000-SG – WEED MANAGEMENT AREA PROGRAM

Enclosed for your approval and ratification, 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) to maintain a Weed Management Area (WMA) group and implement the WMA's integrated weed management plan from July 1, 2025, to June 30, 2028 for a total agreement amount of $120,000.00.

Invasive weeds threaten rare and endangered plant and animal species because they disrupt ecological processes, lower biodiversity, and alter critical habitats. They also impact agriculture by competing with crops for land distribution and resources and causing increased use of pesticides or reduced crop yields. 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 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 include, but are not limited to:
- Survey, map, monitor, and remove invasive weeds from San Diego county.
- Provide CDFA mapping data of observed and treated weed species and locations.
- Prepare and submit quarterly reports to CDFA on activities and results.
- Maintain a Memorandum of Understanding for the San Diego Weed Management Area (SDWMA) group, which defines the terms and conditions under which the SDWMA will cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of invasive weeds in San Diego County.

B. **ALTERNATIVES:** The activities prescribed in this Agreement are mandated activities per Food and Agricultural Code Section 5401. If this Agreement is not approved, funding for these activities would not come from CDFA and County General Purpose Revenue would be needed to support weed management efforts for the eradication of non-native invasive weeds in the region. This will prevent their spread to other ecologically sensitive areas in the region and state, thus protecting agriculture and the environment.

C. **FISCAL IMPACT:** The revenue contract with CDFA will not offset all County costs, including, but not limited to, administrative costs. In Fiscal Year (FY) 2025-26, the expected net County cost is $12,533.08; in FY 2026-27, the expected net County cost is $14,109.66; and in FY 2027-28, the expected net County cost is $15,407.70. These amounts are supported by budgeted General Purpose Revenue in AWM as determined by the nature of the services. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract would be worthy of County funding if external financing were unavailable.

D. **AWARD NUMBER:** Auditor and Controller assigned 508235.

Please contact Deputy Agricultural Commissioner Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement #25-0351-000-SG

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0351-000-SG

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, 2028

3. The maximum amount of this Agreement is: $120,000.00

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)*	DATE SIGNED
	10/2/25

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
CALIFORNIA 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

CJ

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 10/2/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   The Recipient will establish, develop, and maintain Weed Management Area's (WMA) and implement the WMA's integrated weed management plan. California Food and Agricultural Code, Section 7271 (c)(1).

   Project Title: 2025 Weed Management Area

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Trevor Fox	Name:	Ha Dang
Division/Branch:	PHPPS / Integrated Pest Control Branch	Organization:	COUNTY OF SAN DIEGO
Address:	1220 N Street	Address:	9325 Hazard Way, Suite 100, MS01
City/State/Zip:	Sacramento, CA	City/State/Zip:	San Diego, CA 92123-1217
Phone:	916-709-1091	Phone:	858-614-7703
Email Address:	trevor.fox@cdfa.ca.gov	Email Address:	ha.dang@sdcounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jennifer Gordon	Name:	Rolinda Gelacio
Division/Branch:	PHPPS / Integrated Pest Control Branch	Organization:	COUNTY OF SAN DIEGO
Address:	1220 N Street	Address:	9325 Hazard Way, Suite 100, MS 01
City/State/Zip:	Sacramento, CA	City/State/Zip:	San Diego, CA 92123-1217
Phone:	916-262-1102	Phone:	858-414-7474
Email Address:	jennifer.gordan@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.

2025 WMAGP PROJECT

I. Project Plan

Weed Species to be Controlled

San Diego county is celebrated as the most biologically diverse county in the United States (The Nature Conservancy), thanks to its unique geography and climate. Its array of habitats—from coastal shores and chaparral-covered mountains to expansive grasslands and arid deserts— and microclimates supports for an incredible variety of plant and animal species, including over 200 threatened species. However, these same microclimates that nurture native ecosystems also create ideal conditions for the

WMA Location: A map showing the location and boundaries of the WMA along with the accompanying GIS shapefiles detailing this boundary should be provided. (Attach separately, map is not included in the 2-page total allowed for this section).

Methodology:

AWM IPC will leverage existing mapping and surveying efforts in the region that have identified invasive plants of concern to direct vegetation management efforts for this funding. This will allow for more field work to take place.

All areas surveyed and treated will be photographed and recorded as separate polygons using the County ArcGIS Collector app. A tracking log will also be used to document survey lines and assure the entire sites are being surveyed and treated. Data will be collected using the County ArcGIS Collector and provided to CDFA for uploading to the Plant Data Analysis Services (PDAS), or uploaded directly into the Cal Flora Database by AWM staff.

Weed Removal/Control Techniques(s):

Herbicide applications using pre-emergent (Milestone) and post-emergent herbicides (Roundup Pro Concentrate) will be made using AWM's state-of-the-art vehicles that are equipped with computerized closed system injection spray equipment. Treatments on sites that require accessing remote areas may be made with an off-road Polaris spray rig. Treatments using backpack sprayers will also occur where vehicle access is restricted. Additionally, in conjunction with County of San Diego Board Policy F-45 – Pesticide Use Reduction – IPC team members will use mechanical removal and proper disposal when appropriate.

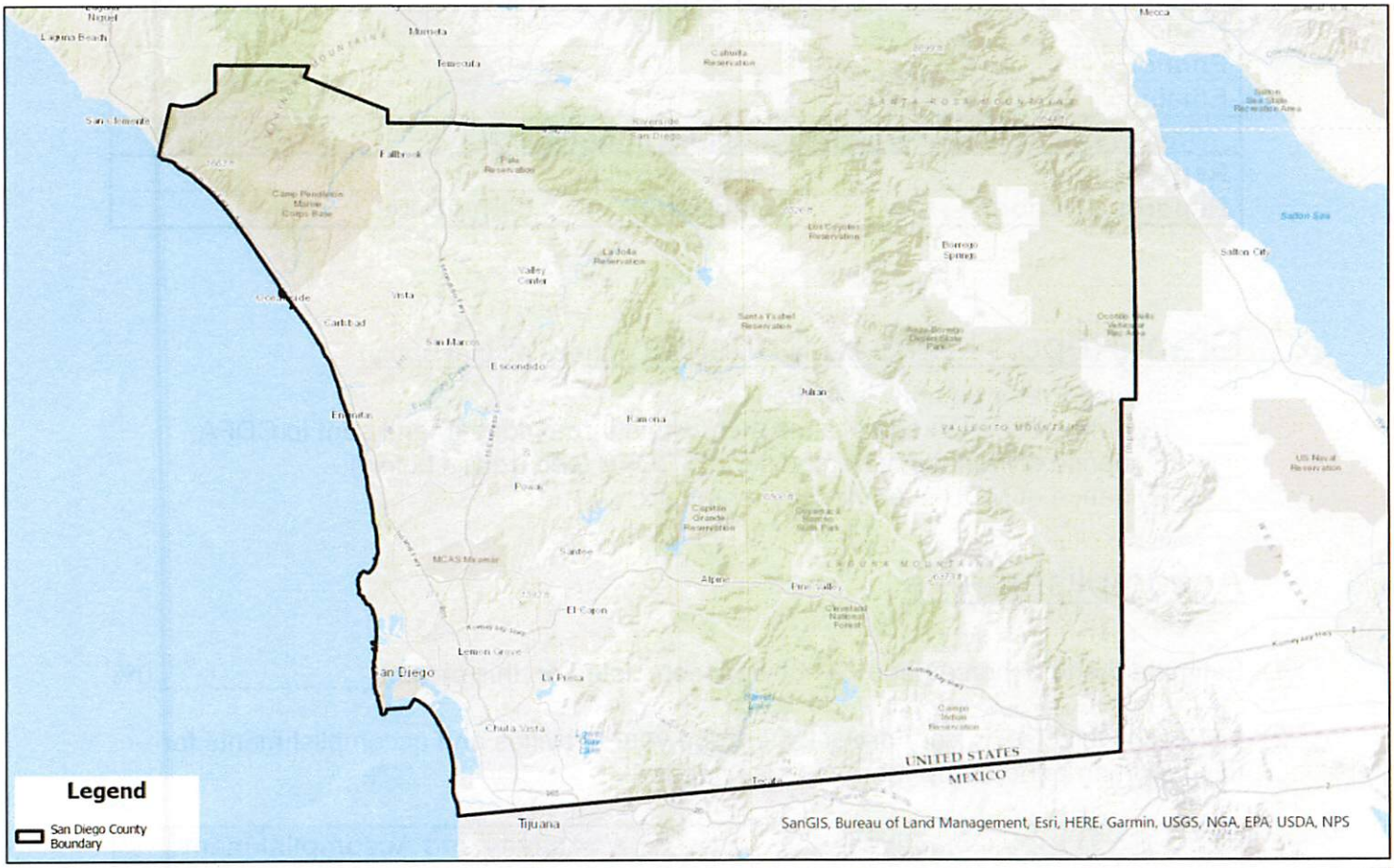
County staff have obtained Right-of-Entry forms for all locations of known weeds where removal efforts are ongoing. If additional access is needed for new sites, AWM will utilize current outreach documents and contracted services to express the urgency and

Reporting

Grant recipients will be required to submit quarterly invoices and report to CDFA. Reports will be submitted utilizing the reporting template. Reports are due on the dates below.

Quarterly Reports (Due one month after end of each quarter)	October 31, 2025, 2026, 2027 January 31, 2026, 2027, 2028 April 30, 2026, 2027, 2028 July 31, 2027, 2028
Final Date to Complete Field Work	June 30, 2028
Final Report	July 31, 2028

Final project reports are required 30 days after project completion, no later than July 31, 2028. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).



San Diego Weed Management Area (SDWMA)

Date Exported: 2/5/2025 9:12 AM

0 5 10 20 Miles

N

2025 WMAGP Reporting and Mapping Template
State of California
Department of Food and Agriculture
WMA-24-004

Project Information	
Recipient Organization Name:	
Project Title:	
CDFA Grant Number:	
Recipient's Project Contact	
Name:	
Phone:	
Email:	
Project Report Information	
Report Type:	Progress Report
Reporting Period:	**Start Date:** **End Date:**

Grant Report Items to Consider (check all that apply)

___ Invoice Prepared and Submitted
___ Evidence of CEQA compliance met (within three months) and sent to CDFA
___ Evidence of work documented sent to CDFA (see details below)
___ Evidence of MOU submitted by month six.

Accomplishments

1. Estimate the total percentage (%) of work completed on this project.....0%

2. List each Objective in your project. Describe your activities and accomplishments for this reporting period. Add more rows as needed.

#	Objective	Activity and Accomplishment
1		
2		
3		
4		
5		

Challenges and Developments

3. Describe any challenges or delays that occurred during this reporting period and the corrective actions and/or changes to the project as a result. Add more rows as needed.

Challenge	Corrective Action and/or Project Change

4. Describe any positive developments that have occurred outside of the project's original intent that you experienced during this reporting period and any project changes as a result. Add more rows as needed.

Positive Development	Project Change

Work Documented – Weed locations

5. If your WMA is documenting work in Calflora can be sent to CDFA by providing an email showing receipt of data by Calflora to pdas@cdfa.ca.gov. When choosing this option, you must adhere to the mapping guidelines below.

6. Alternatively, you may send your work files/data/shapefiles directly to CDFA by submitting data in accordance with the guidelines listed in the mapping section below. Contact pdas@cdfa.ca.gov if you have questions or need assistance reporting your data.

   Payment of invoices is dependent on the submission of mapping data for the time period covered in this report

   ☐ I Understand the above and will report my mapping uploads using the table below

Date submitted	Uploaded to (Calflora or PDAS)	Date range of uploaded observations

APPLICANT SIGNATURE_____ Date _____

Other Items/Explanations (if needed)

Include any other items here.

Mapping Guidelines

Applicants who are not sending their mapping data directly to PDAS should utilize Calflora per the directions below. If not using Calflora, applicants should still adhere to the data field guidelines when submitting data directly to PDAS.

Calflora

- Calflora is user friendly and free to make an account
- Add photos
- Collect data on a mobile device and edit data at the office
- Field staff make individual observations which can be edited by a group's "data Czar"
- Stacked history for repeat visits to known populations
- Can obscure observations to maintain public confidentiality.
- Batch editing
- Easy to share with CDFA
- CDFA will upload all observations on your behalf, if you don't use Calflora. As such, you will not have direct control over your observations that CDFA uploads.

How to submit your data

If using Calflora:

1. Invite PDAS (PDAS@CDFA.CA.gov) to the group where data is being managed.
2. Email PDAS that your data for the quarter is ready. Include dates from the first observation to the last observation.
3. Send a Calflora link that contains the observations you would like to share with PDAS. Example of 2019 PDAS observations: https://www.calflora.org/entry/myobserv.html#srch=t&before=2020&after=2019-01-01&cols=b&mx=1000&inat=f
4. PDAS will download your records and upload to the CDFA internal database.
5. If space in your group is limited, feel free to remove PDAS from your group after PDAS has confirmed they downloaded your data.

If not using Calflora:

1. Email PDAS (PDAS@CDFA.CA.gov) with whatever format your data was stored in.
2. PDAS will upload your data to the internal CDFA database.
3. PDAS will upload your records to Calflora on your behalf. Sensitive records can be obscured or kept private, depending on the "access" field.

Fields

If not submitting via Calflora, we will provide an excel document with these fields for submission to PDAS.

Field	Definition	Example
ID	The unique number tied to Calflora Observation	io54964
History	This field pertains to records that are linked to each other in a history stack. This will be the record identifier of the oldest record in the stack. Required if using history stacking.	io54964
Access*	• Private-Observation will not be public. • Obscured- Public location is moved to the center of the quarter quadrangle. • Published-publicly available.	Obscured
Taxon*	Scientific name of the weed.	*Ailanthus altissima*

Common Name*	Common name of the weed.	Tree of Heaven
Date*	Date the weed was observed and treated.	2024/08/23
Observer*	Name of the staff member or agency that observed and treated a weed.	CDFA
Location Description*	Description of the location the weed was observed at.	Heavily infested grassy pasture
Number of Plants*	Number of plants at location	4
Management Status*	The current management status of the weed. Use "reported" if observation is visited for the first time or "managed" for weeds with ongoing management. • Reported • Verified • Searched for but not found • Extirpated • Managed	Reported
Identification*	The method of which a plant was identified. • Recognized from prior determination • Compared with herbarium specimens • Keyed in a botanical reference • compared with taxonomic descriptions • Compared with photos • Compared with herbarium specimens • Identification confirmed by an expert • Identification from PlantNet	Identification confirmed by an expert
Notes	Open Response text for nonrequired information	Population halved from previous year
Latitude*	The center of the patch, expressed in decimal latitude and longitude.	39.73701

Longitude*	The center of the patch, expressed in decimal latitude and longitude.	-121.828

Fields marked with an asterisk "*" are required fields

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PHPPS_IPCB_Invoices@cdfa.ca.gov

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

REMIT PAYMENT TO: (County Information)

Agreement Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date	
Invoice #	
Billing Period:	From: To: (Example: From Jan 1, 20XX To Mar 31, 20XX)

For State Use Only	
Date Approved:	
Approved by:	
Account Code:	
Agreement No.	
Program Code:	
Fiscal Year:	
Amount:	

(Rev. x/xxxx)

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Services Performed	Detection vs Non-Detection	# of OT Hours Worked	Indirect Cost (Max 25%)	# of Site Lcts	Acres/Units	Samples	Total Costs
1														
2														
3														
4														
5														
		TOTALS	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00		0.00

OPERATING EXPENSES

Description (type of supply or expense)	Total Cost
1 Travel****	$0.00
2 Printing	$0.00
3 Postage/Freight	$0.00
4 Miscellaneous Field Supplies	$0.00
5 Miscellaneous Office Supplies	$0.00
6 Contractual Costs (please describe)	$0.00
7 Other Items of expense (please describe)	$0.00
8 Other Items of expense (please describe)	$0.00
TOTAL OPERATING EXPENSES:	$0.00

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.000	$0.00
State Vehicles	0.00	$0.000	$0.00
Leased Vehicles	0.00	$0.000	$0.00
TOTAL VEHICLE OPERATIONS:			$0.00

Total: $0.00

COMMENTS:

* Hourly Rate must include Hourly Wage and Benefit Rate.

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

*** Mileage rates: County vehicle = After January 1, 2025 $0.70
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = $0.285 per mile.

**** Not more than 10% of the award may be used for meetings, travel, administration and coordination costs (Refer to page 5 of Noxious Weed Grant Program RFP booklet)

2025 - 2028 WMAGP Budget
San Diego WMA
July 1, 2025 - June 30, 2028
WMA-24-003 **STATE OF CALIFORNIA** **California Department of Food and Agriculture**

	CDFA Funding July 1,2025 - June 30, 2026	CDFA Funding July 1,2026 - June 30, 2027	CDFA Funding July 1,2027 - June 30, 2028	Cost Share
Personnel Services - Weed Control				
Title: Office Support Specialist	$ 1,107.28	$ 1,071.07	$ 995.58	$0.00
Title: Pest Management Technician II	$ 28,958.24	$ 29,443.04	$ 29,643.60	$0.00
Title: Supv Pest Management Tech	$ 3,467.37	$ 3,156.46	$ 3,091.20	$0.00
Title: Dep Agric Comm & Sealer	$ 2,609.60	$ 2,441.28	$ 2,392.23	$0.00
Title:	$0.00	$0.00	$0.00	$0.00
Title:	$0.00	$0.00	$0.00	$0.00
Title:	$0.00	$0.00	$0.00	$0.00
Title:	$0.00	$0.00	$0.00	$0.00
Subtotal Personnel Exp.	$ 36,142.49	$ 36,111.86	$ 36,122.61	$ -
Operating Expenses				
Supplies: (must be itemized)				
	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00
Equipment: (must be itemized)				
	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00
Herbicides: (must be itemized)				
Type: Milestone Amount: 20 oz/year Cost: $2.5086/oz	$50.17	$50.17	$50.17	$0.00
Type: Roundup Pro Concentrate Amount: around 500-600 oz/year Cost: ~$0.383/oz	$193.09	$226.79	$214.95	$0.00
Other				
	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00
Mileage for Weed Control $0.67 x (Miles)	$0.00	$0.00	$0.00	$0.00
Subtotal Operation Exp.	$0.00	$0.00	$0.00	$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $40,000 CDFA Funding award total has max of $4,000 for all combined)				
Meetings	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Administration	$0.00	$0.00	$0.00	$0.00
Coordination	$0.00	$0.00	$0.00	$0.00
Mileage for Meetings, Training, Coordination $0.67 x (Miles)	$0.00	$0.00	$0.00	$0.00
Subtotal	$0.00	$0.00	$0.00	$0.00
Indirect* (Max 10% of Personnel Costs)	$3,614.25	$3,611.19	$3,612.26	$77,489.52
Total	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 77,489.52
Grant Total CDFA Funding	$ 40,000.00	$ 40,000.00	$ 40,000.00	
Grant Total Cost Share				$ 77,489.52

*** If claiming less than 10% max Indirect Cost Rate please check this box:**

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

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

September 22, 2025

TO: Andrew Potter
Clerk of the Board

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

EXECUTION OF MEMORANDUM OF AGREEMENT WITH THE CITY OF SAN DIEGO POLICE DEPARTMENT

Attached for execution, pursuant to Board Policy B-29 and Administrative Code Section 123, is the City of San Diego Police Department (SDPD) Memorandum of Agreement (MOA) to participate in the Internet Crimes Against Children (ICAC) Task Force.

The ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases. The mission of the San Diego ICAC Task Force is to properly investigate and prosecute those who sexually exploit children through the use of the internet and/or computers, provide training and equipment to those involved in investigating and prosecuting ICAC, and provide community education regarding the prevention of ICAC-related crimes. A CFWB Protective Services Worker will be placed with the ICAC Task Force for the primary purpose of investigating child abuse and neglect.

SDPD is the recipient of a grant from the United States Department of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the California Governor's Office of Emergency Services (Cal OES) to enforce laws regarding ICAC. The SDPD utilizes this grant to administer and operate the ICAC Task Force. The purpose of this MOA is for CFWB to provide staff to the ICAC Task Force as described in Appendix C – Scope of Work. SDPD will reimburse CWFB for training and equipment cost associated with the ICAC Task Force.

Once signed the MOA will be effective for the period of January 1, 2024 to December 31, 2028. The revenue realized from this MOA is approximately $3,000 per year. We are requesting the Clerk of the Board sign and return the MOA to route to the City of San Diego for final signature. For any questions, please reach out to Melissa Roberts at Melissa.Roberts@sdcounty.ca.gov, 619-657-6633.

Respectfully,

KIMBERLY GIARDINA, DSW, MSW
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:	09/12/2025	Department:	HHSA-CFWB		
Contract Begin Date:	01/01/2024	End Date:	12/31/2028	Grant:	No
*Oracle Award #:	TBD	Org #:	46204	Amount:	3,000.00
Contact Person:	Melissa Roberts	Phone #:	619-657-6633		
Contracting Agency/Grantor:	City of San Diego Police Department				
Description:	CFWB will provide one staff to participate in the Internet Crimes Against Children Task Force				

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

☐ The Department will not recover full costs.

Department Approval: Alfredo.Guardado@sdcounty.ca.gov Digitally signed by Alfredo.Guardado@sdcounty.ca.gov Date: 2025.09.12 13:16:09 -07'00' Date:

Approved By:

Group Finance Director:		Date:	10/1/25
County Counsel:	Katherine Hart Digitally signed by Katherine Hart Date: 2025.09.15 09:57:06 -07'00'	Date:	
Chief Administrative Officer:		Date:	10/02/25
Office of Financial Planning:	Owen Ligayon	Date:	10/6/2025

* 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 Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: OL OFP#: 26-34

AGREEMENT BETWEEN THE CITY OF SAN DIEGO POLICE DEPARTMENT INTERNET CRIMES AGAINST CHILDREN TASK FORCE AND COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY, CHILD AND FAMILY WELL-BEING DEPARTMENT

THIS AGREEMENT is made this day of _____, **2025** in the City and County of San Diego, State of California, by and between the COUNTY OF SAN DIEGO ("COUNTY"), by and through its HEALTH AND HUMAN SERVICES AGENCY ("HHSA"), CHILD AND FAMILY WELL-BEING ("CFWB") DEPARTMENT ("SUBRECIPIENT") and the CITY OF SAN DIEGO, a municipal corporation ("SAN DIEGO" or "CITY"), acting by and through the SAN DIEGO POLICE DEPARTMENT ("SDPD"), referred to herein as the "Parties."

RECITALS

WHEREAS, the San Diego Police Department ("SDPD") is the recipient of federal and state grant funds from the U. S. Department of Justice (USDOJ), Office of Juvenile Justice and Delinquency Prevention Department (OJJDP), and the California Governor's Office of Emergency Management (Cal OES).

WHEREAS, in August 2014, the Parties entered into a Memorandum of Agreement for the period beginning August 5, 2014, to the end of federal funding or the MOU is canceled by either Party.

WHEREAS, SUBRECIPIENT and the SDPD continue to be the recipients of federal and state grant funds and have established a task force to detect, investigate, and prevent Internet Crimes Against Children ("ICAC") and will continue to apply for grant funds in the future; and

WHEREAS, the Parties now wish to enter into a new agreement for the period of January 1, 2024 to December 31, 2028, contingent on continued grant funding being awarded and received; and

WHEREAS, SUBRECIPIENT intends to provide staff to this ICAC Task Force as described in Appendix C – Scope of Work, U. S. Department of Justice (USDOJ), Office of Juvenile Justice and Delinquency Prevention Department (OJJDP), and California Governor's Office of Emergency Services ("Cal OES") ICAC Grant proposal, so long as SDPD continues to be the recipient of such grant funds; and

WHEREAS, it is the express intent of the Parties, and consistent with the intent of the USDOJ OJJDP and Cal OES that this partnership occurs.

ARTICLE 1
DEFINITIONS

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state, and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Authorized Expenditures**" shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) "**Event of Default**" shall have the meaning set forth in Section 7.1.

(d) "**Fiscal Quarter**" shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) "**Grant Funds**" shall mean all funds allocated or disbursed to SUBRECIPIENT under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from the following:

1. California Governor's Office of Emergency Services ICAC grant, as awarded during the Term of this Agreement, with a performance period from January 1st to December 30th; and/or
2. The US Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ICAC grant, as awarded during the Term of this Agreement, with a performance period from October 1st to September 30th.

(f) "**Grant Plan**" shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Appendix C - Scope of Work. If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the ICAC Commander with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change.

(g) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses, and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(h) "**Reimbursement Request**" shall have the meaning set forth in Section 3.9 (a).

(i) "**ICAC Commander**" shall mean the SDPD ICAC Project Manager (Detective Sergeant).

1.2 **Additional Terms**. The terms "as directed" "as required," or "as permitted," and similar terms shall refer to the direction, requirement, or permission of CITY. The terms "sufficient," "necessary," or "proper" and similar terms shall mean sufficient, necessary, or proper in the sole judgment of CITY. The terms "approval," "acceptable," or "satisfactory," or similar terms shall mean approved by, or acceptable, or satisfactory to, CITY. The terms "include," "included," or "including," and similar terms shall be deemed to be followed by the words "without limitation." The use of the term "subcontractor," "subgrantee," "successor," or "assign," herein refers only to a subcontractor, subgrantee, successor, or assign expressly permitted under Article 8.

1.3 **References to this Agreement**. References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations, or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications, or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections, or appendices refer to articles, sections, or subsections of, or appendices to, this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein," or "hereto," refer to this Agreement as a whole.

1.4 **Reference to laws**. Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified, or supplemented from time to time.

ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds**. This Agreement is subject to all federal grant requirements and guidelines, including USDOJ requirements, guidelines, information bulletins, and instructions, the decision-making of the USDOJ and the ICAC Commander, the terms and conditions of the grant award; the approved application, and to the extent applicable, the budget and fiscal provisions of the City of San Diego City Charter. The ICAC Commander shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the USDOJ and the ICAC Commander. Further, SUBRECIPIENT acknowledges and agrees that the CITY shall have no obligation to disburse Grant Funds to SUBRECIPIENT until CITY and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber, or expend Grant Funds before final allocation decisions by USDOJ and the ICAC Commander, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs**. No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

> "No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that the money required for such contract, agreement, or obligation for such year is or will be in the treasury to the credit of the appropriation from which it is to be drawn and that it is otherwise unencumbered."

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term**. The term of this Agreement shall apply retroactively to JANUARY 1, 2024, and shall end at 11:59 p.m. Pacific Standard Time on DECEMBER 31, 2028, or upon the exhaustion of Grant Funds, whichever occurs earlier

3.2 **Maximum Amount of Funds**. In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), and/or approved modification. The CITY will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.9 (a) of this Agreement, approved by the ICAC Commander and CITY, before the CITY will disburse Grant Funds to SUBRECIPIENT. All activities, if approved, will be fully reimbursed.

3.3 **Use of Funds**.

(a) General Requirements. SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan.

SUBRECIPIENT shall not use or expend Grant Funds for any purpose not set forth in the Grant Plan, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until and unless the ICAC Commander or designee has provided written approval for the request. In addition, if the modification request requires approval from the granting agency, as determined by the ICAC Commander in conjunction with the SDPD Grants Coordinator, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the ICAC Commander and/or the granting agency.

(c) No Supplanting. SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) Training:

1. SUBRECIPIENT agrees to make Investigators, designated as ICAC Task Force members, available for applicable specialized training provided through the national ICAC Program and other appropriate training programs.

2. The Task Force Commander has the authority to send the designated SUBRECIPIENT Investigator to training deemed appropriate based on the needs of the ICAC Task Force.

3. The San Diego Police Department will provide funding for ICAC Task Force-related training expenses of the SUBRECIPENT's Investigator, exclusively from ICAC Program Grant Funds. These expenses include travel, lodging, per diem, and incidental expenses in an amount not to exceed the current United States General Service Administration Domestic Per Diem Rates.

4. The training must be approved by the ICAC Task Force Commander before attending said training.

(f) Reimbursement:

1. SUBRECIPIENT will receive full reimbursement for all activities, if approved and authorized by the ICAC Commander.

2. When seeking reimbursement for training, travel, and/or ICAC Task Force-related equipment whose purchase was authorized by the ICAC Commander, SUBRECIPIENT shall submit a

detailed statement of expenses in a prescribed format to the ICAC Program Coordinator within 30 days following the end of each quarter.

3. Any requests for reimbursement submitted 30 days after the statement is due will not be accepted and reimbursement will not be owed.

4. The San Diego Police Department shall make every effort to process the invoices in a timely manner, so that SUBRECIPIENT is reimbursed at the agreed-upon rate within a reasonable period of time.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring**.

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors, and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, USDOJ grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by USDOJ or the ICAC Commander. SUBRECIPIENT shall require and ensure that all subgrantees, contractors, and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, USDOJ grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by the USDOJ or the ICAC Commander.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of SAN DIEGO and the ICAC Commander as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with SAN DIEGO and the ICAC Commander in any evaluation, inspection, planning or monitoring activities conducted or authorized by USDOJ or the CITY. For ensuring compliance with non-supplanting requirements, upon request by CITY or the ICAC Commander, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic, and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic, and financial management systems, and records in accordance with federal requirements.

This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to USDOJ grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*

(c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over $250,000 or any vehicle, aircraft, or watercraft financed with Grant Funds.

3.7 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor, or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded Parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance).*

3.8 **Monitoring Grant Performance.**

(a) The CITY is authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets, and other criteria are being met. Monitoring may involve a combination of remote and/or on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic,

performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the National Incident-Based Reporting System (NIBRS) Project Manager and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest-bearing account and disbursed in accordance with applicable guidelines, if applicable; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the USDOJ makes findings that require a Corrective Action Plan by SUBRECIPIENT, the CITY shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.9 **Disbursement Procedures**. CITY shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the ICAC Commander, in the manner specified for notices pursuant to Article 9, a Reimbursement Request containing a summary of all charges for the period, with the corresponding supporting documentation. The ICAC Commander shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The ICAC Commander in conjunction with the SDPD Grants Coordinator, will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The ICAC Commander will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by either the ICAC Commander and/or the SDPD Grants Coordinator, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, CITY shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the NIBRS Project Manager and the SDPD Grants Coordinator.

(d) If SUBRECIPIENT is not in compliance with any provision of this Agreement, CITY may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.10 **Disallowance**. SUBRECIPIENT agrees that if it claims or receives reimbursement from CITY for an expenditure that is later disallowed by the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to CITY upon CITY's written request. At its option, CITY may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.11 **Sustainability**. Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If equipment is purchased with Grant Funds, the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.12 **National Energy Conservation Policy and Energy Policy Acts**. SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.13 **Royalty-Free License**. SUBRECIPIENT understands and agrees that the USDOJ reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the ICAC Commander and USDOJ regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.14 **Publication Statements**. SUBRECIPIENT shall ensure that all publications created or developed under this Agreement acknowledge awarding agency assistance. An acknowledgement of support shall be made through use of the following or comparable footnote: "This project was supported by the ICAC grant awarded by the U. S. Department of Justice, Office of Juvenile Justice and Delinquency Program (OJJDP)".

3.15 **Performance Period**. SUBRECIPIENT shall ensure that hard copies of all Reimbursement Requests and supporting documentation will be submitted to the ICAC Commander by the end of the project.

ARTICLE 4
REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports**. SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational, and other reports, as requested by the ICAC Commander, in form and substance satisfactory to the ICAC Commander and the SDPD Grants Coordinator.

4.2 **Notification of Defaults or Changes in Circumstances**. SUBRECIPIENT shall notify the ICAC Commander and CITY immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records**. SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial

books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records, and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all files, records, books, invoices, documents, payrolls, and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by the USDOJ has been fully completed, whichever is later.

4.4 **Inspection and Audit**. SUBRECIPIENT shall make available to the ICAC Commander, SDPD Grants Coordinator, and CITY employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls, and other data required to be established and maintained by SUBRECIPIENT under Section 4.3 and allow access and the right to examine those items. SUBRECIPIENT shall permit the ICAC Commander, SDPD Grants Coordinator, and CITY employees and authorized representatives, to inspect, audit, examine, and make excerpts and transcripts from any of the foregoing. The rights of the ICAC Commander and CITY pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls, and other data under this Article 4. The USDOJ, and the Comptroller General of the United States or designee, shall have the same inspection and audit rights as the CITY and the ICAC Commander. SUBRECIPIENT shall cooperate with any federal audit.

4.5 **Audit Report**. If the amount specified in Section 3.2 of this Agreement is $750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the ICAC Commander no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements**. No document furnished or to be furnished by SUBRECIPIENT to the ICAC Commander in connection with this Agreement, any Reimbursement Request, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds**. By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred, or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

ARTICLE 6
INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification**.

(a) Indemnity Claims Arising from the Sole Acts or Omissions of a Party: Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

(b) Indemnity Claims Arising from Concurrent Acts or Omissions: The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties 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 (c) below.

(c) Indemnity Joint Defense and Reimbursement and Reallocation: Notwithstanding paragraph (b) above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement**. Any statement, representation, certification, or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the ICAC Commander or to CITY under this Agreement is found by the ICAC Commander or by CITY to be false or misleading.

(b) **Failure to Perform Other Covenants**. SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws**. SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency**. SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee, or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or, (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency**. Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee, or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction or, (iii) ordering the dissolution, winding-up, or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default**. Upon and during the continuance of an Event of Default, CITY may do any of the following, individually or in combination with any other remedy:

(a) **Termination**. CITY may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, CITY will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the ICAC Commander, SDPD Grants Coordinator, and by CITY prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds**. CITY may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the ICAC Commander and/or CITY has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds**. CITY may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience**.

(a) Either Party shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Party terminating the agreement shall exercise this option by giving the other Party thirty (30) days' written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice by the Party terminating the agreement, the other Party shall commence and perform, with diligence, all actions necessary on its part to effect the termination of this

Agreement on the date specified and to minimize the liability of the other Party and to third parties as a result of termination. All such actions shall be subject to the prior approval of the ICAC Commander, in conjunction with the SDPD Grants Coordinator.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the ICAC Commander an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, CITY will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the ICAC Commander, in conjunction with the SDPD Grants Coordinator as specified in subparagraph (b).

(d) In no event shall CITY be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by CITY.

(e) CITY'S payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive**. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to CITY at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8
ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT**. SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract, or delegate all or any portion of this Agreement or any rights, duties, or obligations of SUBRECIPIENT hereunder without the prior written consent of the ICAC Commander in conjunction with the SDPD Grants Coordinator; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of the ICAC Commander. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of CITY. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article**. Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility**. SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements**. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U. S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to CITY of San Diego ICAC Commander:

San Diego Police Department
Investigations I/ICAC
9444 Balboa Avenue #375
San Diego, CA 92123
Attention: Detective Sergeant Monica Robinson
Phone: 858-495-4782

If to SUBRECIPIENT:

COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CHILD AND FAMILY WELL-BEING DEPARTMENT
8965 Balboa Avenue
San Diego, CA 92123
Attention: Alfredo Guardado, Director
Phone: 858-616-5815

9.2 **Effective Date**. All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U. S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent.

9.3 **Change of Address**. From time to time any Party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other Party and the ICAC Commander.

ARTICLE 10
MISCELLANEOUS

10.1 **No Waiver**. No waiver by CITY of any default or breach of this Agreement shall be implied from any failure by the ICAC Commander or CITY to take action on account of such default if such default persists or is repeated. No express waiver by CITY shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by CITY of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by the ICAC Commander and/or the SDPD Grants Coordinator of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the ICAC Commander or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue**. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes**. SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments, or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement**. This Agreement sets forth the entire Agreement between the Parties and supersedes all other oral or written provisions. The following Appendices are attached to and are a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, ICAC Scope of Work
- Appendix D, ICAC Operational and Investigative Standards

10.7 **Certified Resolution of Signatory Authority**. Upon request of San Diego, SUBRECIPIENT shall deliver to CITY a copy of the corporate resolution(s) authorizing the execution, delivery, and performance of this Agreement, certified as true, accurate, and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries**. Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the Parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

10.10 **Survival of Terms**. The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances**. From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and

Budget (OMB), all new Federal awards of $25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than $25,000:

   a) Name of entity receiving award;
   b) Amount of award;
   c) Funding agency;
   d) The Catalog of Federal Domestic Assistance program number;
   e) Award title (descriptive of the purpose of the funding action);
   f) Location of the entity and primary location of performance including city, state, and congressional district;
   g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
   h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The total compensation and names of the top five executives if:

   a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and $25,000,000 or more in annual gross revenues from Federal awards; and,

   b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13. **No Employer/Employee Relationship**. The ICAC Task Force does not directly or indirectly employ personnel assigned to the task force. The ICAC Task Force is established for the coordination of applicable investigations and does not establish employer/employee relationships with the personnel assigned to the ICAC Task Force from any participating agency.

ARTICLE 11
INSURANCE

11.1 **Types and Amounts of Coverage**. Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products, and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the CITY, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the SUBRECIPIENT, its employees, agents, and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the CITY of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the CITY address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the CITY's sole discretion, until the CITY receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the CITY may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to CITY certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to CITY, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by CITY shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the CITY, its officers, agents, and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to CITY, in the amounts of each line of self-insurance.

ARTICLE 12
COMPLIANCE

12.1 **Nondiscrimination**. In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, CITY employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest**. Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify CITY if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify CITY in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA**. SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services, and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

ARTICLE 13
AUTHORITY

13.1 **Authority to Execute Agreement**. By signing below, the SUBRECIPIENT certifies that they have the proper authority to enter into this Agreement and have obtained all prerequisite written authority required by the SUBRECIPIENT governing body, if applicable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

By:

Chief of Police

City of San Diego

Approved as to Form:
Heather Ferbert
City Attorney

By: _____
Deputy City Attorney

SUBRECIPIENT:

By: _____
Andrew Potter
Clerk of the Board of Supervisors
County of San Diego

Federal Tax ID #: XX

Approved as to Form and Legality:
David J. Smith
Acting County Counsel
County of San Diego

By: _____
Senior Deputy

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 10/7/2025
Deputy Clerk of the Board Supervisors

Appendix A — SUBRECIPIENT Award Letter

December 30, 2024

Andrew Potter
Clerk of the Board of Supervisors
County of San Diego
1600 Pacific Highway
San Diego, CA 92101

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Internet Crimes Against Children Task Force Continuation Grant
Grant 15PJDP-21-GK-03811-MECP and the California Governor's Office of Emergency Services (Cal OES) ICAC Grant IC23 14 7919

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

Following acceptance of this award, you must sign and return the Memorandum of Understanding as well as the Grant Assurances. Your agency must coordinate with the SDPD ICAC Commander to prepare and submit monthly reports for the duration of the grant period or until your agency completes all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a final review or audit, must be refunded to the City of San Diego within 30 days upon receipt of an invoice from the City of San Diego.

Your dated signature is required on this letter. Please sign and return the original to Daniel Holguin, San Diego Police Department Grants Coordinator at 1401 Broadway, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

Sincerely,

Scott Wahl, Chief of Police
City of San Diego

Date

Andrew Potter
Clerk of the Board of Supervisors
County of San Diego

10/7/25
Date

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL

Approved and/or authorized pursuant to
County of San Diego Administrative Code
By: Deputy Clerk of the Board Supervisors
Date: 10/7/2025

Appendix B-- Grant Assurances

Name of Jurisdiction: County of San Diego, Health and Human Services Agency, Child and Family Well-Being Department

Name of Authorized Agent: Andrew Potter, Clerk of the Board of Supervisors

Address: 1600 Pacific Highway

City: San Diego State: California Zip Code: 92101

Telephone Number: 619-531-5431

E-Mail Address: Andrew.Potter@sdcounty.ca.gov

Standard Assurances

For Federal and California Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal and California assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

a) Applicable Federal Regulations (see below);
b) Federal Program Notice of Funding Opportunity (NOFO);
c) Federal Grant Program Guidelines, including the DOJ Grants Financial Guide, as currently stated and as may be amended from time to time; and
d) Cal OES Subrecipient Handbook, as currently stated and as may be amended from time to time.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on http://www.whitehouse.gov/omb/.

Significant federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   a. That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body.
   b. That Grant Funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body.
   c. That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

2. **Period of Performance**
The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. **Lobbying and Political Activities**
As required by Section 1352, Title 31 of the U. S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
   c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

   Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy without the express written approval from the Federal awarding agency.

4. **Debarment and Suspension**
As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application 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 (2)(b) of this certification; and
d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

a. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d. 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 ADA (42 U.S.C. 12101, et seq.);
e. Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
f. Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of treatment or recovery from drug abuse;
g. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
j. EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
k. EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
l. California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
m. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
n. The requirements of any other nondiscrimination statute(s) which may apply to the application.

6. **Drug-Free Workplace**
As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. **Environmental Standards**
The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

   a. Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
   b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
   c. Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
   d. Protection of wetlands pursuant to EO 11990;
   e. Evaluation of flood hazards in floodplains in accordance with EO 11988;
   f. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
   g. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
   h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
   i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
   j. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

   Finally, the Applicant shall not be: 1) in violation of any order or resolution promulgated by an air pollution district; or 2) finally determined to be in violation of federal law relating to air or water pollution.

8. **Audits**
For subrecipients expending $750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. **Access to Records**
In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States, through any authorized representative, access to and he right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with this provision.

10. **Conflict of Interest**

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards

The Applicant will comply with the following federal labor standards:

a. Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
b. Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals, and other non-profit organizations.

15. Property-Related

If applicable to the type of project funded by this Federal award, the Applicant will:

a. Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
b. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special

flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

c. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
d. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

16. Certifications Applicable Only to Federally Funded Construction Projects

For all construction projects, the Applicant will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
b. Comply with the requirements of the awarding agency with regards to the drafting, review, and approval of construction plans and specifications.
c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

17. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The Applicant should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE STATISTICS – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

18. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

19. Terrorist Financing E.O. 13224

All subrecipients must comply with U. S. Executive Order 13224 and U. S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

20. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

State Regulations

1. Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of the Cal OES Subrecipient Handbook section 2.020.

2. Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of the Cal OES Subrecipient Handbook section 2.025.

3. The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of the Cal OES Subrecipient Handbook section 2.030.

4. The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and of the Cal OES Subrecipient Handbook section 2.035.

5. The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of the Cal OES Subrecipient Handbook sections 2.040 and 4.105.

IMPORTANT

The purpose of the assurance is to obtain federal financial assistance, including any and all federal grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that federal financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of Grant Funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for USDOJ or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the USDOJ determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by APPLICANT to enter into this agreement for and on behalf of APPLICANT.

Signature of Authorized Agent: (Andrew Potter, Clerk of the Board of Supervisors) Andrew Potter

Printed Name of Authorized Agent: Andrew Potter

Title: Clerk of the Board Date: 10/7/25

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Sam Kalkbrenner Date: 10/07/2025
Deputy Clerk of the Board Supervisors

APPENDIX C
INTERNET CRIMES AGAINST CHILDREN
SCOPE OF WORK

The San Diego Police Department ("SDPD") is the recipient of a grant from the United States Department of Justice ("USDOJ"), the Office of Juvenile Justice and Delinquency Prevention ("OJJDP"), and the California Governor's Office of Emergency Services (Cal OES) to enforce laws regarding Internet Crimes Against Children (ICAC). The SDPD utilizes this grant to administer and operate the ICAC Task Force.

A. OVERVIEW / MISSION STATEMENT

1. OJJDP has created the ICAC Task Force Program which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

2. The mission of the San Diego ICAC Task Force ("ICAC Task Force") therefore is to:

   A. Properly investigate and prosecute those who sexually exploit children through the use of the internet and/or computers; and

   B. Provide training and equipment to those involved in investigating and prosecuting ICAC; and

   C. Provide community education regarding the prevention of ICAC-related crimes.

B. PURPOSE

The purpose of this document is to formalize the working relationship between the SAN DIEGO COUNTY'S CHILD AND FAMILY WELL-BEING DEPARTMENT (SUBRECIPIENT) the SDPD, and the ICAC Task Force, as well as to delineate the responsibilities and expectations of the Parties. By signing this MOU, the SUBRECIPIENT agrees to join the ICAC Task Force by placing a Protective Services Worker with the ICAC Task Force. This Protective Services Worker will be placed at the ICAC Task Force for the primary purpose of investigating child abuse and neglect . By joining the ICAC Task Force, the SUBRECIPIENT will benefit from grant resources, joint operations, and extensive training opportunities.

By entering into this MOU, the ICAC Task Force will benefit from investigative support from the SUBRECIPIENT.

C. INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement Protective Services Workers and in a spirit of cooperation with other ICAC Task Force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC Program's Operational and Investigative Standards, attached as Appendix E, to which the SUBRECIPIENT agrees to be bound. Violation of the ICAC Operational and Investigative Standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in ICAC Task Force investigations are not in the best interest of the ICAC Task Force.

D. SUBRECIPIENT agrees to the following:

1. Conduct reactive investigations where subjects are associated within the SUBRECIPIENT jurisdiction, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Providers, and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from other sources, including subject interviews, documented public sources, direct observations of suspicious behavior, and public complaints.

2. Provide the ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, to ensure compliance with all national ICAC standards.

3. Locate its ICAC Task Force Protective Services Workers in a secured space provided by the SUBRECIPIENT with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of the SUBRECIPIENT Task Force personnel, with restricted access to authorized personnel only.

4. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

E. SUPERVISION

The SUBRECIPIENT will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its deputies and agents assigned to the ICAC Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

F. JURISDICTION

1. The SUBRECIPIENT will focus its task force activities in the areas in which it has jurisdiction. The SUBRECIPIENT will participate in task force activities commensurate with its level of membership in the task force, and consistent with statutes governing mutual aid.

2. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an employee as a member of the employee's respective agency.

G. EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies.

H. MAXIMUM ALLOCATION AMOUNTS OF PERSONNEL, EQUIPMENT AND SUPPLIES FUNDING SUBJECT TO REIMBURSEMENT

Reimbursement under this MOU is limited to pre-approved, travel/training, and equipment/supplies. The maximum allocation amounts for equipment/supplies set forth below reflect the maximum amount subject to reimbursement on an annual basis, tied to the performance period of the Grant Funds from which reimbursement is sought.

a. EQUIPMENT/SUPPLIES

SDPD will allocate an annual maximum of $5,000.00 in ICAC program grant funds to reimburse SUBRECIPIENT for the costs of procuring equipment and/or supplies necessary for SUBRECIPIENT to perform the functions as set forth this Agreement.

H. REIMBURSEMENT PROCESS

1. When seeking reimbursement for ICAC Task Force-related training, travel, and/or ICAC Task Force-related equipment whose purchase was authorized by the ICAC Commander, SUBRECIPIENT shall submit a detailed statement of expenses in a prescribed format to the ICAC Program Coordinator within 30 days following the end of each quarter.

2. Any requests for reimbursement submitted more than 30 days after the end of each quarter will not be accepted and reimbursement will not be owed.

J. REPORTING REQUIREMENTS

1. Using a form provided by the ICAC Task Force, the SAN DIEGO COUNTY'S CHILD AND FAMILY WELL-BEING DEPARTMENT shall submit monthly statistics to the ICAC Commander on all ICAC investigations or other investigative work about the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate OJJDP format by the 10th day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to

other agencies, subpoenas, and court orders issued, training hours attended and taught, and community outreach provided.

2. In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the SAN DIEGO COUNTY'S CHILD AND FAMILY WELL-BEING DEPARTMENT. The ICAC Task Force will then be responsible for all required reporting to OJJDP.

K. TRAINING

1. The SAN DIEGO COUNTY'S CHILD AND FAMILY WELL-BEING DEPARTMENT shall make Protective Services Workers designated as ICAC Task Force members available for specialized training provided through the national ICAC program and other recommended training programs. The ICAC Commander will review and preapprove training requests, provided that funding is available and the request is appropriate.

2. The SAN DIEGO COUNTY'S CHILD AND FAMILY WELL-BEING DEPARTMENT shall invoice SDPD quarterly for approved training expenses. These expenses include travel, lodging, per diem, and incidental expenses in an amount not to exceed the current U. S. General Service Administration Domestic Per Diem Rates.

L. CONFIDENTIALITY

Any confidential information about investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law. Additionally, any information pertaining to services or dispositions made by the SAN DIEGO COUNTY CHILD AND FAMILY WELL-BEING DEPARTMENT shall be maintained confidential.

LIMITED OFFICIAL USE ONLY
LAW ENFORCEMENT SENSITIVE

Internet Crimes Against Children Task Force Program

OPERATIONAL AND INVESTIGATIVE STANDARDS

ICAC Task Force Program Operational and Investigative Standards
FOR ICAC PURPOSES ONLY
Revised: November 1, 2023

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Definitions of Terms

Applicability of Terms
Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these *Standards*. As such, where any term defined below is capitalized in these *Standards*, the *Standards* are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these *Standards*, the *Standards* are referring to that term as it is used generally in the field of law enforcement. Additionally, the capitalized terms have been italicized to ease their recognition.

"**Affiliate**" or "**Affiliate Agency**" is an agency that is working with a *Lead Agency* as part of a regional or state ICAC *Task Force*. An *Affiliate* has agreed in writing to adhere to these *Standards*. For the purposes of the ICAC Program, federal and military law enforcement agencies are considered *Affiliates*.

"**Authorized Personnel**" are those who lack powers of arrest but have been authorized to participate in *Investigations* directed by law enforcement personnel (e.g., agency personnel, digital evidence experts, etc.).

"**Commander**" is the *Member* of a *Lead Agency* who has been designated by that *Lead Agency* and recognized by *OJJDP* as the leader of the corresponding *Task Force*.

"**CEOS**" is the Child Exploitation and Obscenity Section of the Criminal Division of the Department of Justice.

"**Contraband Image**" is a visual depiction of any kind (including computer generated) in any form (including live streaming) that depicts or conveys the impression that: (1) a minor or purported minor is engaged in *Sexually Explicit Activity*, or (2) an adult is engaging in *Sexually Explicit Activity* in the presence of a minor or purported minor.

"**CGI**" is a wholly computer-generated visual depiction in any form (including printed/digital or video).

"**Crime**" is any offense (or group thereof) *Investigated* by law enforcement that involves (or involve) the exploitation/victimization of children facilitated by technology.

"**CVIP**" is the Child Victim Identification Program operated by *NCMEC*.

"**CyberTipline**" is a reporting mechanism operated by *NCMEC* that allows for the reporting of suspected *Crimes*.

"**Deconfliction**" is a process whereby law enforcement can submit *Investigative* information to each other and/or to ICAC-related databases in order to determine whether other *Members* or other law enforcement agencies have information concerning the same targets or *Crimes*.

"**DOJ**" is the United States Department of Justice.

"**Employee**" is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.

"**Equipment**" is any article, device or resource, including but not limited to computers, phones, online accounts and internet services, which are purchased or obtained for use in ICAC-related matters.

"**ICAC Program**" or "**Program**" is the Internet Crimes Against Children Task Force Program, a national program composed of state and regional *Task Forces* administered by *OJJDP*.

"**Investigation**" is an investigation into a *Crime*. Likewise, "*Investigate*" "*Investigating*" and "*Investigative*" are used within the same context.

"**Investigative Persona**" – any identity established or created by an *Employee* to aid an *Investigation*.

"**Investigator**" is a *Member* who is a part of the *Sworn Personnel* of a *Task Force*.

"**Lead" or "Lead Agency**" is the law enforcement agency that receives the ICAC grant and is designated by *OJJDP* to act as the *Lead Agency* for the corresponding *Task Force*.

"**Member**" is a *Lead* or *Affiliate Agency's Employee* who is either *Sworn Personnel* or *Authorized Personnel* and who has been designated to work on ICAC-related matters for his/her respective agency and *Task Force*.

"**National Initiative**" is any proposal that relies on the cooperation and resources of a significant number of *Task Forces* and, accordingly, has been approved by *OJJDP*.

"**NCMEC**" is the National Center for Missing and Exploited Children.

"**OJJDP**" is the Office of Juvenile Justice and Delinquency Prevention within the *DOJ*.

"**Partner**" is a civilian or non-sworn organization that OJJDP has recognized as a legitimate source of assistance.

"**Sexually Explicit Activity**" is real or simulated:

1. Sexual intercourse of any kind;
2. Masturbation;
3. Sadistic/masochistic conduct; and/or,
4. Lascivious exhibition of the anus, breast, genitals, or pubic area of any person.

"Supervisor" is a *Member* who has been designated by his/her respective agency to supervise *Investigations* and other ICAC-related matters.

"Standards" are all of the provisions of these, the ICAC Operational and Investigative Standards.

"Sworn Personnel" are *Members* with powers of arrest.

"Task Force" is the *Lead Agency* and their *Affiliate(s)* (combined) as designated by *OJJDP* for a particular state or region.

"Vigilante" – is a non-*Partner* activist or activist organization engaged in investigative tactics or other law enforcement-like activities.

1. Purpose of the ICAC Standards

These *Standards* are established by *OJJDP* to guide the administration and operation of the *ICAC Program* and its *Members* when working on ICAC-related *Investigations* and matters.

Members should make every reasonable effort to comply with these *Standards*. However, since many aspects of *Investigations* are dynamic and because laws vary widely between jurisdictions, it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these *Standards* may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the *Standards* and statutes, decisional law, and court orders; et cetera).

Commanders may supplement, but not contradict, these *Standards* in the written agreements they establish with their *Affiliates* to promote the effective operation of their *Task Forces*. Should questions regarding the interpretation of these *Standards* arise or conflicts occur between these *Standards* and agency policies or law, the *Commander* faced with the issue shall seek the guidance of an *OJJDP* Program Manager. However, nothing in these *Standards* is meant to interfere with a *Commander's* or *Supervisor's* lawful tactical decision-making.

2. ICAC National Program

2.1 Mission of the ICAC Program

The Internet Crimes Against Children (ICAC) Task Force Program helps state, local, and Tribal law enforcement agencies, and their federal and military partners, develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and *Investigative* components, training and technical assistance, victim services, *Members'* wellness, prevention and community education.

2.2 ICAC Background

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children and teenagers using the internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

The *ICAC Program* is a national network of 61 coordinated task forces representing more than 5,200[1] federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (*Contraband Images*), the *ICAC Program* has increased law enforcement's capacity to combat technology-facilitated crimes against children at every level.

Because arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the *ICAC Program* is also dedicated to training law enforcement personnel, prosecutors and other professionals working in the ICAC field, as well as educating parents, youth, and the community about the potential dangers of online activity including online child victimization. Additional information about the *ICAC Program* can be found on the *OJJDP* website: https://ojjdp.ojp.gov/programs/internet-crimes-against-children-task-force-program

[1] As of February 1, 2023.

3. Oversight of the ICAC Program

3.1 The oversight of the *ICAC Program* and the administration of ICAC grants or cooperative agreements are the responsibility of *OJJDP*. The oversight of each *Task Force* falls to its *Commander*. The oversight of each agency, both *Lead* and *Affiliate*, falls to its designated *Supervisor*.

3.2 *Commanders* and *Supervisors* shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these *Standards*.

3.3 *Commanders* shall ensure that each *Member* in his/her *Lead Agency* and each *Supervisor* of an *Affiliate Agency* receives a copy of the *Standards*.

3.3.1 *Supervisors* shall ensure that each *Member* in his/her *Affiliate Agency* receives a copy of the *Standards* but shall have the discretion to provide *Members* with only the Sections of the *Standards* applicable to their job functions.

3.4 *Commanders* shall submit all proposed *National Initiatives* to *OJJDP* no less than 90 days prior to the start of the project.

3.4.1 *OJJDP* may suggest amendments to the original proposal following consultation with the presenting *Commander* and, as appropriate, other federal, state, and local entities.

3.5 *Supervisors* shall inform their *Members* about departmental employee assistance programs and *Task Force* resources available to them.

4. Selection and Retention of Task Force Members

4.1 When practicable during the selection process of *Members*, *Commanders* and *Supervisors* shall evaluate prospective candidates for work histories that indicate prior *Investigative* experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that *Members* may experience when exposed to *Contraband Images*.

4.2 *Commanders* and *Supervisors* shall acknowledge the potential effects of *Investigations* of and exposure to *Contraband Images* and recognize that the viewing of *Contraband Images* should be restricted. The following techniques are examples that have helped mitigate some of the potential negative effects of this work and may aid with the retention of *Members*:

1. **Work flexibility** - *Commanders* and *Supervisors* are encouraged to allow flexibility for *Investigators* and others who are exposed to *Contraband Images* (e.g., frequent breaks, having an open-door policy, etc.).

2. **Exposure to *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to implement practices which minimize the exposure to *Contraband Images* by *Members*.

3. **Mental Health Providers (MHP)** - In compliance with their agency guidelines, *Commanders* and *Supervisors* are encouraged to work with MHP to make recommendations for care of *Members* and to provide education and training designed to minimize the impact of exposure to *Contraband Images*.

4. **Impact of *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to share or pursue practices for minimization of the impact of *Contraband Images* and to promote attendance at trainings regarding methods used to minimize said impact.

4.3 *Commanders* and *Supervisors* shall recognize that ICAC *Investigations* typically focus on child sex offenders who have committed serious state or federal crimes and due to this life-changing event, the impact on these offenders can result in a violent response to authorities.[2]

[2] FBI's Investigation Behavioral Analysis Unit's *Operational Safety Considerations While Investigating Child Sex Offenders, A Handbook for Law Enforcement*, Volume 1, March 2012.

5. Training

Ensuring that personnel are well-trained in conducting effective *Investigations* in a manner consistent with applicable laws is integral to the *ICAC Program*.

5.1 All national training curricula supported by *ICAC Program* resources shall be conducted consistent with the *Standards* and shall be approved by *OJJDP*.

5.2 *Commanders* shall ensure that nominees to attend any *ICAC Program*-sponsored national in-person training event are current *Members*.

5.3 *Commanders* may allow non-*Members* of *Affiliate Agencies* whose jobs further the mission of the *ICAC Program* (e.g., patrol and school resource officers) to attend *ICAC Program*-sponsored national online training.

5.4 Individual *Task Forces* may develop and deliver *Task Force* specific training. This training shall comply with the *Standards* and shall be approved by the *Commander*. All costs to develop and deliver the training shall be the responsibility of the *Task Force* or *Affiliate* providing the training.

5.5 *Commanders* may authorize *Member* attendance at non-*ICAC Program*-sponsored training, provided it complies with the *Standards* and supports the ICAC mission.

6. Case and Evidence Management

6.1 *Commanders* and *Supervisors* are responsible for determining *Investigative* priorities and selecting cases for *Investigation* in their respective agencies. Those determinations may include an assessment of factors such as, e.g., jurisdiction, agency resources, victim risk, background knowledge, and the likelihood of securing the information necessary to pursue each *Investigation*.

6.2 Conventional boundaries often are meaningless in today's digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of *Lead* and/or *Affiliate Agencies* targeting other law enforcement personnel, *Investigating* the same target, or inadvertently disrupting an ongoing *Investigation*. To foster effective case coordination, collaboration, and communication, each *Member* shall make a reasonable effort to *Deconflict* active *Investigations*.

6.3 *Lead* and *Affiliate Agencies* shall be subject to their *Task Force*'s and respective agency's reporting procedures and case supervision systems.

6.4 The storage and examination of digital devices shall be performed consistent with the subject agency's protocol.

6.5 Law enforcement transfers and storage of evidence containing *Contraband Images* shall be done in a secure manner consistent with the respective *Task Force* and agency policies.

6.5.1 Absent a court order specifically ordering otherwise, evidence containing *Contraband Images* shall not be released to any defendant or representative thereof.

6.6 When case referrals are made, the *Member* issuing the referral shall document the recipient's contact information.

6.6.1 *Commanders* or their designees may refer cases to non-*Affiliate* law enforcement agencies with appropriate jurisdiction.

6.7 Case referrals typically include the following information:

1. An explanation for the referral (e.g., IP address resolved to the receiving jurisdiction, *Affiliate* has agreed to take the case, etc.);
2. Relevant documentation (e.g., reports, legal process documents, etc.); and,
3. Information that may aid in the continued *Investigation* of the matter.

7. Task Force Reporting Requirements to OJJDP

7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.

7.2 *Commanders* shall compile and submit a Task Force Monthly Performance Measures Report to the *OJJDP*-designated location before the end of the following calendar month.

7.2.1 *Affiliates* shall report their activity to their respective *Commander* by the 10th of each month using the ICAC Monthly Performance Measures Report.

7.2.2 *Affiliates* shall report to their respective Commander both any ICAC personnel changes involving *Members* within their respective agency and any inability to fulfill their ICAC responsibilities or otherwise adhere to these *Standards*.

7.3 *Commanders* shall compile and submit an annual report which details each of their *Affiliates*. This annual report shall be submitted within 30 days of the end of the calendar year. The report shall be submitted in a method determined by *OJJDP* and shall include the following information:

7.3.1 The name of each *Affiliate Agency*.

7.3.2 The staffing level of each *Affiliate Agency*, including the number of *Investigators*, prosecutors, education specialists, and forensic specialists dedicated to *Investigating* and prosecuting *Crime*.

8. Investigations

8.1 *Members* shall conduct *Investigations* in a manner consistent with applicable laws and these *Standards*.

8.2 Only law enforcement personnel shall direct *Investigations*.

8.3 *Authorized Personnel* acting under the direction and supervision of *law enforcement* may participate in *Investigations*.

8.4 *Members* shall not collaborate with *Vigilantes*. Further *Members* shall not approve, condone, encourage, or promote *Vigilante's* activities.

8.4.1 The above Section (8.4) shall not preclude the use of information related to a *Crime* provided by civilians who discover evidence of *Crimes* (e.g., those who make CyberTip Reports, those who are mandated reporters, computer repair workers who report suspicious data, parents, etc.).

8.4.2 The above Section (8.4) shall not preclude the use of authorized over-hears or other similar *Investigative* methods designed to further an *Investigation*.

8.5 *Investigations* shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the *Supervisor*.

8.5.1 The access, retention, storage, security, and disposal of *Investigative* or case information shall be consistent with the subject agency's policies and federal and state law regarding same. See also Section 6 on Case and Evidence Management.

8.6 As part of an active *Investigation*, *Members* shall not upload, transmit, or forward any *Contraband Images* to those outside their respective agency (e.g., suspects, witnesses, ESPs, etc.), except where otherwise permitted by law (e.g., to sworn personnel, to *NCMEC* employees, etc.).

8.7 During active *Investigations*, *Members* may use visual depictions as a representation of any *Investigative Persona*/person/purported person or as proof-of-life evidence under two circumstances, only:

First, when the following factors are met:

1. The visual depiction (whether or not modified to suit *Investigative* needs by, e.g., age regression) is of an actual person;

2. That person is an *Employee*;

3. The *Employee* has given his or her written consent for the visual depiction to be used;

4. Regardless of whether or not the *Employee* was a minor when the visual depiction was taken, the *Employee* nevertheless was at least 18 years old when the *Employee* gave consent for such use; and,

5. The visual depiction does not depict or convey the impression of *Sexually Explicit Activity.*

Second, when the visual depiction is *CGI* and does not depict or convey the impression of *Sexually Explicit Activity.*

8.8 Notwithstanding these *Standards*, a federal or federally-approved *Member* (e.g., a FBI/HSI agent, or a FBI/HSI Task Force Officer) may use a visual depiction that does not meet the requirements of Section 8.7 if those visual depictions were authorized for use by the FBI or HSI per that respective federal agency's guidelines so long as those guidelines are followed.

8.9 Absent prosecutorial input to the contrary, during online *Investigations*, *Investigators* shall allow the *Investigative* target to set the tone, pace, and subject matter of the online conversation.

8.9.1 Section 8.9 shall not be construed to prohibit *Investigators* from performing any of the following activities when initiating or conducting an *Investigation*: (a) posting information including visual depictions (image or video/printed or digital) to establish an online presence; (b) placing or posting advertisements; or, (c) sending messages.

8.9.2 *Members* shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and shall confer with prosecutors, as needed.

8.9.3 Prior to conducting any large-scale (multi-target) operations, *Members* shall notify the *Commander* and shall consult relevant prosecutors about the operation.

9. Work Environment and Equipment

9.1 *Investigations* shall be conducted in an approved work environment, using approved *Equipment*, as designated by a *Commander* or *Supervisor*.

9.2 *Commanders* and *Supervisors* are encouraged to provide a work environment that provides for discreet and sensitive *Investigations* while simultaneously minimizing chances of inadvertent or unnecessary exposure to *Contraband Images*.

9.3 *Members* shall have priority in using *Equipment*, but *Commanders* may, nonetheless, allow other personnel within *Lead* and *Affiliate Agencies* to use the *Equipment*, provided said *Equipment* is used in accordance with the subject agency's policies.

9.4 When practicable, *Equipment* which may be used in undercover aspects of an *Investigation* shall be purchased covertly.

9.5 No personally-owned equipment, accounts or networks shall be used in *Investigations*.

9.6 Software shall be properly acquired and licensed.

10. Victim Identification

10.1 Identifying child victims of *Crime* is a critical element of the *ICAC Program. DOJ* and *OJJDP* require the *Lead* and *Affiliate Agencies* to submit *Contraband Images* to *CVIP* as a means to improve child victim identification. *Contraband Images* shall be sent to *CVIP* pursuant to *NCMEC's* standards regarding same. In addition, *Lead* and *Affiliate Agencies* are encouraged to collaborate with *NCMEC* in their effort to identify children depicted in *Contraband Images*.

10.1.1 Notwithstanding Section 10.1, some circumstances may arise (e.g., office policy, victim privacy concerns, victims' rights laws, etc.) where a *Commander* or *Supervisor* chooses not to send certain *Contraband Images* to *CVIP*. In these instances, the subject *Commander* or *Supervisor* shall document his/her reasons for doing so.

10.2 Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.

10.3 *Lead* and *Affiliate Agencies* shall adhere to local, state, and federal laws, as well as their agency's policies regarding mandated reporting, victim notification, and victim assistance.

11. Public Awareness and Community Outreach

11.1 Public awareness activities and community outreach are a critical component of the *ICAC Program*. *Lead* and *Affiliate Agencies* shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.

11.2 Social media can be used to promote educational awareness as long as it is consistent with all agency policy and these *Standards*.

11.3 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not include any visual depiction of a victim unless the victim has consented to its use and the victim is currently at least 18 years of age. No *Contraband Image* shall be used in these presentations, nor shall a presenter discuss confidential *Investigative* tools and techniques.

11.4 No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*. While making public presentations, *Members* may indicate a preference for a product or service, but, when done, shall avoid an implicit endorsement and shall include alternatives in the presentation.

11.5 Materials and presentations shall be consistent with the *ICAC Program's* mission and background, as enumerated in these *Standards*.

12. Media Relations and Media Releases

12.1 Media releases relating to prosecutions, *Crime* alerts, or other matters concerning ICAC operations shall not include information regarding *Investigative* techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject *Investigations*, in a manner consistent with sound information management and sound media relations practices.

12.2 *Commanders* and *Supervisors* may speak to members of the media about their own agency's ICAC-related activities per the terms of their agency's policy on such media relations. No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*.

12.3 *Commanders* shall inform their respective *OJJDP* Program Manager if approached by national media outlets about the *ICAC Program* (as opposed to media seeking information from a particular *Task Force* about its local activities) so that a coordinated national response can be prepared by *OJJDP*.

12.4 Information provided by *Task Forces* to the media shall be consistent with the *ICAC Program's* mission and background, as described in these *Standards*.

End of ICAC Standards

COSD CLERK OF THE BOARD
2025 SEP 30 PM5:02

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

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

September 29, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

REQUEST FOR EXECUTION OF AMENDMENT #1 TO COMMUNITY SERVICES BLOCK GRANT (CSBG) REVENUE AGREEMENT 25F-6036

On June 13, 2023 (5), the San Diego County Board of Supervisors (Board) approved the County of San Diego (County) Health and Human Services Agency to accept the Community Services Block Grant (CSBG) funding for calendar years 2024 and 2025. The Board also authorized the Clerk of the Board (COB), upon receipt, to execute all required grant documents including annual extensions, amendments, and/or revisions. On August 25, 2025, the State of California Department of Community Services Development (CSD) notified the County of Amendment #1 to the CSBG Contract to facilitate the release of $47,377.00 in additional funding, for a total allocation amount of $3,597,153.00. The $47,377.00 consists of $26,000.00 in discretionary funds and $21,377.00 in CSBG grants that will be fully allocated to operating costs associated with the grant.

Attached is the CSBG Contract Agreement 25F-6036 Amendment #1, the Minute Order authorizing acceptance of the funds and amendments to the contract, and other forms as required by the State to accept the funding. CSD will send the revenue agreement via DocuSign for the COB to provide electronic signature. If you have any questions on this matter, please call Herminia Ramirez Garcilazo by phone (619) 510-1726 or email Herminia.RamirezGarcilazo@sdcounty.ca.gov.

Sincerely,

KIMBERLY GIARDINA
Deputy Chief Administrative Officer

KG/hr
Attachments

c: Rosa Gracian, Deputy Director, Department of Strategy and Community Engagement

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

MINUTE ORDER NO. 6

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

OVERVIEW

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

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

The programs outlined in the 2026-2027 Plan support the County vision of a just, sustainable, and resilient future for all, specifically for communities and populations in San Diego County that have been historically left behind, as well as our ongoing commitment to the regional *Live Well San Diego* vision of healthy, safe, and thriving communities. Allowing the continuation of CSBG-funded programs helps to improve lives by strengthening economic inclusion and civic engagement in low-income communities throughout the region.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Authorize submission of the calendar years 2026 and 2027 Community Action Plan and acceptance of approximately $3,550,000 annually of Community Services Block Grant funding from the California Department of Community Services and Development, for the periods of January 1, 2026, through December 31, 2026, and January 1, 2027, through December 31, 2027.

2. Authorize the Clerk of the Board, upon receipt, to execute all required revenue agreement documents, including any annual extensions, amendments, and/or revisions thereto that do not materially impact or alter the services or funding level.

3. Authorize the Deputy Chief Administrative Officer, Health and Human Services Agency, to apply for future funding, including grants, supplemental funding and other funding opportunities for programs or projects that address barriers to economic inclusion and promote civic engagement in the region's low-income communities.

4. Approve the revised By-laws for the Community Action Board that incorporates clarifying language for a clear democratic selection process for the representatives of the low-income sector and incorporates Assembly Bill 2449 limited teleconferencing scenarios.

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

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

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

FISCAL IMPACT
Funds for this request are included in the Fiscal Year (FY) 2025-26 CAO Recommended Operational Plan for the Health and Human Services Agency. If approved, this request will result in costs and revenue of approximately $1,775,000 in FY 2025-26, costs and revenue of approximately $3,550,000 in FY 2026-27 and cost and revenue of $1,775,000 in FY 2027-28. The funding source is the Community Services Block Grant from the California Department of Community Services and Development. Funds for subsequent years will be included in future Operational Plans. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT
N/A

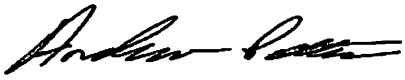
ACTION:
ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Desmond, the Board of Supervisors took action as recommended, on Consent.

AYES: Anderson, Lawson-Remer, Montgomery Steppe, Desmond
ABSENT: (District 1 Seat Vacant)

State of California)
County of San Diego) §

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

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, JUNE 13, 2023

MINUTE ORDER NO. 5

SUBJECT: AUTHORIZE ACTIONS RELATED TO THE 2024-2025 COMMUNITY ACTION PLAN (DISTRICTS: ALL)

OVERVIEW

As the region's designated Community Action Agency, the County of San Diego is eligible to receive an annual allocation of federal Community Services Block Grant (CSBG) revenue. CSBG funds local programs that increase economic security for individuals and families, as well as supports civic engagement in low-income communities across all of San Diego County, particularly around addressing barriers to economic inclusion. CSBG revenue is available to California Community Action Agencies each year through a revenue agreement with the California Department of Community Services and Development (CSD), pending the submission of a two-year Community Action Plan. On December 7, 2021 (10), the San Diego County Board of Supervisors (Board) authorized the Clerk of the Board to execute the latest CSBG revenue agreements and any amendments associated with the Community Action Plan for those same years.

Today's actions requests authorization to submit the Community Action Plan for calendar years 2024 and 2025; acceptance of approximately $3,540,000 annually in CSBG funding from CSD for the periods of January 1, 2024, through December 31, 2024, and January 1, 2025, through December 31, 2025; and authorization to execute CSBG revenue agreements and any amendments. Additionally, today's actions requests authorization to issue competitive procurements for Communities In Action programs and authorization to pursue additional funding opportunities to address barriers to economic inclusion and promote civic engagement in the region's low-income communities.

The programs outlined in the Community Action Plan support the County of San Diego's 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. Allowing the continuation of CSBG funded programs helps improve lives by strengthening economic inclusion and civic engagement in low-income communities throughout the region.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Authorize submission of the calendar years 2024 and 2025 Community Action Plan and acceptance of approximately $3,540,000 annually of Community Services Block Grant funding from the State of California Department of Community Services and Development, for the periods of January 1, 2024, through December 31, 2024, and January 1, 2025, through December 31, 2025.

2. Authorize the Clerk of the Board, upon receipt, to execute all required revenue agreement documents, including any annual extensions, amendments, and/or revisions thereto that do not materially impact or alter the services or funding level.

3. In accordance with Section 401, Article XXIII of the County Administrative Code authorize the Director, Department of Purchasing and Contracting to issue competitive solicitations for Communities In Action programs, and upon successful negotiations and determination of a fair and reasonable price, award contracts for an initial term of one year, with four one-year options and up to an additional six months if needed, and to amend the contracts as needed to reflect changes to services and funding, subject to the approval of the Agency Director, Health and Human Services Agency.

4. Authorize the Agency Director, Health and Human Services Agency, to apply for future funding, including grants, supplemental funding and other funding opportunities for programs or projects that address barriers to economic inclusion and promote civic engagement in the region's low-income communities.

EQUITY IMPACT STATEMENT

The County of San Diego's Health and Human Services Agency (HHSA), Department of Homeless Solutions and Equitable Communities, Office of Equitable Communities (HSEC-OEqC), strives to enhance community engagement and collaboration, and devote efforts to meet the needs of underserved communities. HSEC-OEqC's Community Action Partnership (CAP), as the locally designated Community Action Agency, is responsible for administering programs that address locally identified issues of poverty through Community Services Block Grant (CSBG) funding. CSBG funded programs advance equity and opportunity for economically disadvantaged communities through HSEC-OEqC's mission of focusing on embracing diversity, health equity, economic inclusion, and poverty reduction.

CSBG funding requires community input through a Community Needs Assessment every two years, which utilizes data and information collected to be incorporated into program design and service delivery to reflect the needs and priorities of the community. Strategies for expanding input during this process included utilizing existing meetings, such as the Resident Leadership Academy Council meeting, and a series of needs assessment presentations to gather feedback. CAP and CSBG funding advances equitable opportunities as information collected through the Community Needs Assessment is made available to community stakeholders for their own use in developing and enhancing programs and services addressing similar needs.

SUSTAINABILITY IMPACT STATEMENT

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

FISCAL IMPACT

Recommendations 1 and 2: Authorize Submission of the Calendar Years 2024-2025 Community Action Plan and Acceptance of Funding; Authorize the Execution of the CSBG Revenue Agreement for 2024-2025

Funds for this request are included in the Fiscal Year (FY) 2023-24 CAO Recommended Operational Plan in the Health and Human Services Agency. If approved, this request will result in costs and

revenue of approximately $1,770,000 in FY 2023-24, and costs and revenue of approximately $3,540,000 in FY 2024-25. The funding source is the Community Services Block Grant from the California Department of Community Services and Development. There will be no change in net General Fund cost and no additional staff years.

Recommendation #3: Authorize Competitive Procurements for Communities In Action Services
Funds for this request are included in the FY 2023-24 CAO Recommended Operational Plan in the Health and Human Services Agency. If approved, this request will result in costs and revenue of approximately $1,200,000 in FY 2023-24 and costs and revenue of approximately $2,400,000 in FY 2024-25. The funding source is the Community Services Block Grant from the California Department of Community Services and Development and existing General Purpose Revenue. There will be no change in net General Fund cost and no additional staff years.

Recommendation #4: Authorization to Pursue Future Funding Opportunities
There is no fiscal impact associated with this recommendation. There will be no change in net General Fund costs 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.

AYES: Vargas, Anderson, Lawson-Remer, Desmond
ABSENT: (District 4 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

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

Date: 8/27/25 Department: Health & Human Services Agency

Contract Begin Date: 1/1/25 End Date: 4/30/26 Grant: Yes

*Oracle Award #: 112867 Org #: 46276 Amount: $47,377.00

Contact Person: Tina Bagsic Phone #: 619-380-0005

Contracting Agency/Grantor: Department of Community Services And

Description: CSBG Amendment contract #25F-6036, 1st release has a total increase of $47,377 from the original agreement of $3,549,776 to $3,597,153.

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

☐ The Department seeks a waiver of Board Policy B-29 - Justification is attached.

Department Approval: Riccitelli, Carey Digitally signed by Riccitelli, Carey Date: 2025.09.12 14:06:45 -07'00' Date:

Approved By:

Group Finance Director: Date:

County Counsel: Kyle.Sand@sdcounty.ca.gov Digitally signed by Kyle.Sand@sdcounty.ca.gov Date: 2025.09.24 12:14:58 -07'00' Date:

Office of Financial Planning: Date: 9/29/2025

Chief Administrative Officer: Date: 09/26/25

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* 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
- Letter to the Clerk of the Board of Supervisors
- Contract
- B-29 Waiver Justification Letter (if necessary)

OFP USE ONLY
Init: TK OFP#: 26-31

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

Date: 8/27/25 Department: Health & Human Services Agency

Contract Begin Date: 1/1/25 End Date: 4/30/26 Grant: Yes

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Department Approval: Riccitelli, Carey Digitally signed by Riccitelli, Carey Date: 2025.09.12 14:06:45 -07'00' Date:

Approved By:

Group Finance Director: Charissa.Japlit@sdcounty.ca.gov Digitally signed by Charissa.Japlit@sdcounty.ca.gov Date: 2025.09.26 10:41:38 -07'00' Date:

County Counsel: Kyle.Sand@sdcounty.ca.gov Digitally signed by Kyle.Sand@sdcounty.ca.gov Date: 2025.09.24 12:14:58 -07'00' Date:

Office of Financial Planning: Date:

Chief Administrative Officer: Date:

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Attachments:
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- Contract
- B-29 Waiver Justification Letter (if necessary)

OFP USE ONLY
Init: OFP#:

Docusign Envelope ID: 177E8F2E-4505-4C17-B481-3B763529DE63

STATE OF CALIFORNIA – Health and Human Services Agency

GAVIN NEWSOM Governor

CALIFORNIA DEPARTMENT OF
COMMUNITY SERVICES
AND DEVELOPMENT

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

Dear Executive Director:

The purpose of this letter is to notify you that the Department of Community Services and Development (CSD) is issuing an amendment to your agency's 2025 Community Services Block Grant (CSBG) contract. This amendment increases the initial 2025 CSBG allocation to last year's annual allocation level in accordance with California Government Code 12785. In addition, this amendment provides each of the 58 CSBG agencies with an equal amount of $26,000 in discretionary funding, which may be used to target needs within their communities and increase organizational capacity.

Your agency is required to submit a CSD 425 Budget Series form to reflect the new annual CSBG allocation total, and the CSD 627 Discretionary Budget Series form if you are also receiving the $26,000 in discretionary funding. Forms may be accessed through the CSD Local Agencies Portal, located under the "Forms" tab after selecting "CSBG."

Note that the $26,000 in discretionary funding does not require submission of a separate work plan; however, it has a separate timeframe from August 15, 2025, through April 30, 2026, for expenditure.

To assist CSD in the execution of your agency's contract, we request that the contract packet be completed and returned to CSD within 30 calendar days for private non-profit agencies and 45 calendar days for public agencies from the date of contract release.

CSD looks forward to continuing to work in partnership with you to strengthen our capacity to effectively administer programs that improve the economic security of those we serve, and ultimately the lives of all Californians.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Director

Attachments

Docusign Envelope ID: 177E8F2E-4505-4C17-B481-3B763529DE63

State of California
Department of Community Services and Development
2025 CSBG Allocation
Non-CAAs

Attachment A

NATIVE AMERICAN INDIANS

Agency	Contract Number	Initial Contract (8/16/24)	Amended Contract (7/2/25)	Total 2025 Contract	PROJECT BUDGETS		
					NAI	NAI - Discretionary	Total 2025 Contract
Karuk Tribe (NAI-LPA) (Core Funding)	25F-6101	42,000	0	42,000	42,000	0	42,000
Karuk Tribe (NAI-LPA)	25F-6102	105,840	26,695	132,535	106,535	26,000	132,535
NCIDC, Inc. (NAI-LPA) (Core Funding)	25F-6103	122,000	0	122,000	122,000	0	122,000
NCIDC, Inc./LIFE (NAI-LPA) (Core Funding)	*(Included with NCIDC below)*						
NCIDC, Inc. (NAI-LPA)	25F-6104	1,949,823	38,372	1,988,195	1,962,195	26,000	1,988,195
Los Angeles County Department of Arts and Culture	25F-6105	447,118	28,993	476,111	450,111	26,000	476,111
TOTAL		2,666,781	94,060	2,760,841	2,682,841	78,000	2,760,841

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	Initial Contract (8/16/24)	Amended Contract (7/2/25)	Total 2025 Contract	PROJECT BUDGETS		
					MSFW	MSFW - Discretionary	Total 2025 Contract
California Human Development Corporation	25F-6201	1,572,717	35,471	1,608,188	1,582,188	26,000	1,608,188
Proteus, Inc.	25F-6202	2,530,024	41,236	2,571,260	2,545,260	26,000	2,571,260
Central Valley Opportunity Center, Inc.	25F-6203	615,411	3,706	619,117	619,117	0	619,117
Center for Employment Training	25F-6204	2,119,749	38,765	2,158,514	2,132,514	26,000	2,158,514
TOTAL		6,837,901	119,178	6,957,079	6,879,079	78,000	6,957,079

LIMITED PURPOSE AGENCIES
(DISCRETIONARY FUNDS)

Agency	Contract Number	Initial Contract (8/16/24)	Amended Contract (7/2/25)	Total 2025 Contract	PROJECT BUDGETS		
					DISC	N/A	Total 2025 Contract
Community Design Center	25F-6301	177,138	324	177,462	177,462	0	177,462
Del Norte Senior Center, Inc.	25F-6302	143,476	324	143,800	143,800	0	143,800
Rural Community Assistance Corporation	25F-6303	191,929	324	192,253	192,253	0	192,253
TOTAL		512,543	972	513,515	513,515	0	513,515

July 2, 2025

Docusign Envelope ID: 17769F2E-4503-4C17-B481-38763529DE63

State of California

Department of Community Services and Development

2025 CSBG Allocation

CAAs

Attachment A

County	Agency	Contract Number	Initial Contract (8/16/24)	Amended Contract (7/2/25)	Total 2025 Contract	PROJECT BUDGETS		
						CAA	CAA - Discretionary	Total 2025 Contract
Alameda	Berkeley Community Action Agency	25F-6001	299,495	27,804	327,299	301,299	26,000	327,299
Alameda	City of Oakland, Human Services Department	25F-6002	1,319,745	33,947	1,353,692	1,327,692	26,000	1,353,692
Alpine	Inyo Mono Advocates for Community Action, Inc.	25F-6003	1,359	8	1,367	1,367	0	1,367
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	25F-6004	279,197	27,681	306,878	280,878	26,000	306,878
Butte	Community Action Agency of Butte County, Inc.	25F-6005	397,263	28,392	425,655	399,655	26,000	425,655
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	25F-6006	299,493	27,804	327,297	301,297	26,000	327,297
Colusa	SEE GLENN COUNTY							
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	25F-6007	945,470	31,694	977,164	951,164	26,000	977,164
Del Norte	Del Norte Senior Center, Inc.	25F-6008	41,710	26,251	67,961	41,961	26,000	67,961
El Dorado	El Dorado County Health and Human Services Agency	25F-6009	330,268	27,989	358,257	332,257	26,000	358,257
Fresno	Fresno County Economic Opportunities Commission	25F-6010	2,039,380	38,281	2,077,661	2,051,661	26,000	2,077,661
Glenn/Colusa/Trinity	Glenn County Community Action Department	25F-6011	278,470	27,677	306,147	280,147	26,000	306,147
Humboldt	Redwood Community Action Agency	25F-6012	326,696	27,967	354,663	328,663	26,000	354,663
Imperial	Campesinos Unidos, Inc.	25F-6013	390,491	28,352	418,843	392,843	26,000	418,843
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	25F-6014	274,082	27,651	301,733	275,733	26,000	301,733
Kern	Community Action Partnership of Kern	25F-6015	1,791,327	36,788	1,828,115	1,802,115	26,000	1,828,115
Kings	Kings Community Action Organization, Inc.	25F-6016	285,893	27,722	313,615	287,615	26,000	313,615
Lake/Mendocino	North Coast Opportunities, Inc.	25F-6017	570,511	29,436	599,947	573,947	26,000	599,947
Lassen/Plumas/Sierra	Plumas County Community Development Commission	25F-6018	270,471	27,629	298,100	272,100	26,000	298,100
Los Angeles	Foothill Unity Center, Inc	25F-6019	353,127	28,127	381,254	355,254	26,000	381,254
Los Angeles	Long Beach Community Action Partnership	25F-6020	713,790	30,299	744,089	718,089	26,000	744,089
Los Angeles	County of Los Angeles Dept. of Public Social Services	25F-6021	6,270,685	63,763	6,334,448	6,308,448	26,000	6,334,448
Los Angeles	City of Los Angeles Community Investment for Families Dept.	25F-6022	6,487,190	65,064	6,552,254	6,526,254	26,000	6,552,254
Madera	Community Action Partnership of Madera County, Inc	25F-6023	318,202	27,916	346,118	320,118	26,000	346,118
Marin	Community Action Marin	25F-6024	299,424	27,803	327,227	301,227	26,000	327,227
Mariposa	SEE CALAVERAS COUNTY			0				
Mendocino	SEE LAKE COUNTY			0				
Merced	Merced County Community Action Agency	25F-6025	504,574	29,039	533,613	507,613	26,000	533,613
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	25F-6026	278,454	27,677	306,131	280,131	26,000	306,131
Mono	SEE INYO COUNTY			0				
Monterey	Monterey County Community Action Partnership	25F-6027	499,164	29,006	528,170	502,170	26,000	528,170
Napa	Community Action Napa Valley	25F-6028	279,766	27,685	307,451	281,451	26,000	307,451
Nevada	Nevada County Dept. of Housing & Community Services	25F-6029	298,666	27,799	326,465	300,465	26,000	326,465
Orange	Community Action Partnership of Orange County	25F-6030	3,197,415	45,255	3,242,670	3,216,670	26,000	3,242,670

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State of California
Department of Community Services and Development
2025 CSBG Allocation
CAAs

Attachment A

County	Agency	Contract Number	Initial Contract (8/16/24)	Amended Contract (7/2/25)	Total 2025 Contract	PROJECT BUDGETS CAA	CAA - Discretionary	Total 2025 Contract
Placer	Project GO, Inc.	25F-6031	422,347	28,543	450,890	424,890	26,000	450,890
Plumas	SEE LASSEN COUNTY							
Riverside	Community Action Partnership of Riverside County	25F-6032	3,065,608	44,461	3,110,069	3,084,069	26,000	3,110,069
Sacramento	Sacramento Employment and Training Agency	25F-6033	2,130,858	38,832	2,169,690	2,143,690	26,000	2,169,690
San Benito	San Benito County H&HSA, CS & WD	25F-6034	281,847	27,896	309,343	283,343	26,000	309,343
San Bernardino	Community Action Partnership of San Bernardino County	25F-6035	3,193,994	45,235	3,239,229	3,213,229	26,000	3,239,229
San Diego	County of San Diego, H&HSA, CAP	25F-6036	3,549,776	47,377	3,597,153	3,571,153	26,000	3,597,153
San Francisco	Urban Services YMCA	25F-6037	871,723	31,250	902,973	876,973	26,000	902,973
San Joaquin	San Joaquin County Dept. of Aging & Community Services	25F-6038	1,009,268	32,078	1,041,346	1,015,346	26,000	1,041,346
San Luis Obispo	CAP of San Luis Obispo County, Inc.	25F-6039	295,452	27,779	323,231	297,231	26,000	323,231
San Mateo	San Mateo County Human Services Agency	25F-6040	473,796	28,853	502,649	476,649	26,000	502,649
Santa Barbara	Community Action Commission of Santa Barbara County	25F-6041	546,140	29,289	575,429	549,429	26,000	575,429
Santa Clara	Sacred Heart Community Service	25F-6042	1,365,590	34,224	1,399,814	1,373,814	26,000	1,399,814
Santa Cruz	Community Action Board of Santa Cruz County, Inc	25F-6043	312,283	27,881	340,164	314,164	26,000	340,164
Shasta	County of Shasta, A Political Subdivision of the State of CA	25F-6044	301,019	27,813	328,832	302,832	26,000	328,832
Sierra	SEE LASSEN COUNTY							
Siskiyou	SEE MODOC COUNTY							
Solano	Community Action Partnership of Solano, JPA	25F-6045	399,530	28,408	427,938	401,936	26,000	427,936
Sonoma	Community Action Partnership of Sonoma County	25F-6046	435,371	28,622	463,993	437,993	26,000	463,993
Stanislaus	Central Valley Opportunity Center, Inc.	25F-6047	732,490	30,411	762,901	736,901	26,000	762,901
Sutter	Sutter County Community Action Agency	25F-6048	282,675	27,702	310,377	284,377	26,000	310,377
Tehama	Tehama County Community Action Agency	25F-6049	302,929	27,824	330,753	304,753	26,000	330,753
Trinity	SEE GLENN COUNTY							
Tulare	Community Services & Employment Training, Inc	25F-6050	1,005,645	32,056	1,037,701	1,011,701	26,000	1,037,701
Tuolumne	SEE AMADOR COUNTY							
Ventura	Community Action of Ventura County, Inc.	25F-6051	748,553	30,508	779,061	753,061	26,000	779,061
Yolo	County of Yolo Health and Human Services Agency	25F-6052	398,789	28,402	427,191	401,191	26,000	427,191
Yuba	Yuba County Community Services Commission	25F-6053	269,162	27,621	296,783	270,783	26,000	296,783
TOTAL, all counties			52,038,423	1,885,369	53,701,792	52,349,792	1,352,000	53,701,792

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
25F-6036	1	

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

STATE AGENCY NAME
Department of Community Services and Development

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

2. The term of this Agreement is : January 1, 2025 through April 30, 2026

3. The maximum amount of this Agreement is: Total $3,597,153.00

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. The maximum amount of this Agreement payable to Contractor by the State has changed from $3,549,776.00 to $3,597,153.00, reflecting an increase of $47,377.00

   b. Articles 1,3,4,6,8 & 9 are deleted in their entirety and replaced with the attached Articles 1,3,4,6,8 & 9

All other terms and conditions shall remain the same.

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

CONTRACTOR				**CALIFORNIA Department of General Services Use Only**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **County of San Diego, Health and Human Services Agency, Community Action Partnership**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 1255 Imperial Avenue, Suite 720, San Diego, CA 92101				
PRINTED NAME OF PERSON SIGNING Andrew Potter		TITLE Clerk of the Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE DocuSigned by: Andrew Potter BF48F860A5DF4C0...		DATE SIGNED 10/1/2025		**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				DS
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: 7538DB7C3224437...		DATE SIGNED 10/3/2025		☐ Exempt per _____

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 6/13/2023 Minute Order No. 05
By: Date: 10/01/2025
Deputy Clerk of the Board Supervisors

SUBVENTION AGREEMENT

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SUBVENTION AGREEMENT

PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2025 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD") and the contractor named on the face sheet of this Agreement, Form STD 213 ("Contractor"), and shall be enforceable on the date last signed.

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

ARTICLE 1 – SCOPE OF WORK

1.1 General

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor's service area to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Sections 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Sections 12085 et seq., as amended. Unless otherwise specified in the Contractor's Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire performance period of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes. The CSBG Assistance Listing number is 93.569. The award is 100 percent funded through the United States Department of Health and Human Services (HHS).

1.2 Agreement Term

1.2.1 The term of this Agreement shall be as specified on the Agreement face sheet (STD 213) and is divided into two distinct sections: a Period of Performance and an Extension Period.

1.2.2 *Period of Performance*. The Period of Performance of this Agreement shall be from January 1, 2025, through December 31, 2025. One hundred percent of the Agreement amount specified in Article 1.3 below is expected to be fully expended by the end of the Period of Performance.

1.2.3 *Extension Period.* The Extension Period provided by this Agreement is available upon approval by CSD from August 1, 2025, through April 30, 2026, to those contractors who will not fully expend 100 percent of the Agreement amount by the

end of the performance period. Requests for extensions must follow Article 3.1.3 of this Agreement and be received by CSD no later than November 16, 2025.

1.3 Agreement Amount

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

1.3.1 The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant award.

1.3.2 Upon notification of the full federal fiscal year grant award amount from the HHS, CSD shall, if necessary, issue an amendment to this Agreement to increase or decrease the maximum amount.

1.3.3 If the full amount of the HHS CSBG grant award to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure and shall advance funds in accordance with Article 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the maximum amount of the Agreement has been revised.

1.3.4 In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's maximum amount of the Agreement prior to the end of the contract term, the contract amount shall be deemed to be reduced commensurate to the amount actually provided by HHS or the contract shall be closed on that basis without need for amendment pursuant to Articles 2.3.1.2 and 2.3.2.2.

1.3.5 This Agreement may include a specific amount allocated from the annual discretionary allocation. These funds may target a specific purpose and require a separate budget and work plan in accordance with Article 7.1 of this Agreement.

1.4 Service Area

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

1.5 Legal Authorities – Program Requirements, Standards, and Guidance

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

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

1.5.1.2 California laws and regulations applicable to CSBG Programs, Government Code (Cal. Gov. Code) § 12085 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601- 100795;

1.5.1.3 The Single Audit Act, 31 USC § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75 and 2 CFR Part 200 Subpart F (§200.500 et. seq.);

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

1.5.1.5 California Contractor Certification Clauses 04/2017 (CCC 04/2017); and State contracting requirements, "General Terms and Conditions, GTC 02/2025, hereby incorporated into this Contract by reference, is available at the following web address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language".

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

federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.

1.5.3 Contractor shall comply with specific CSD program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, provided:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX";

1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;

1.5.3.4 That major and material changes in program requirements, which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;

1.5.3.5 That the parties' failure or inability to execute a mutually acceptable amendment within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;

1.5.3.6 That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and

1.5.3.7 That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.

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

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Required Documents

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

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

2.1.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

2.1.1.3 Contractor Certification Clauses (CCC 04/2017);

2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and

2.1.1.5 Board Resolution authorizing execution of this Agreement.

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

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

2.1.2.2 CSBG Budget Support Personnel Costs (CSD 425.1.1);

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

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

2.1.2.5 CSBG Contract Budget Narrative (CSD 425.1.4);

2.1.2.6 CSBG Annual Report Work Plan (CSD 641);

2.1.2.7 CSBG Annual Report Projections (CSD 641A and/or CSD 641B);

2.1.2.8 Agency Staff and Board Roster (CSD 188);

2.1.2.9 Board Meeting Schedule;

2.1.2.10 Updated Organizational Bylaws (if applicable); and

2.1.2.11 Joint Powers Agreement (if applicable).

2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2025 CSBG Agreement and any amendments.

2.1.4 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.

2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and posted to the Local Agencies Portal until such time as a subsequent agreement or amendment is executed by the parties.

2.1.6 Contractors that are public or governmental entities with local provisions requiring receipt of a copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies for execution and retention.

2.2 Contractor's Option of Termination

2.2.1 Contractor may, at Contractor's sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, provided:

2.2.1.1 Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested.

2.2.1.2 Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual closeout procedures as provided in Article 6.2 – Close-Out Report.

2.2.4 By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG Provider(s) in accordance with state and federal CSBG requirements.

2.3 Budget Contingencies

2.3.1 *State Budget Contingency.*

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

2.3.1.2 If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give

written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.1.3 Pursuant to Cal. Gov. Code §12785, if federal funding is reduced by any amount up to 3.5 percent below the amount of the federal appropriation from the prior year, the discretionary fund will be allocated to restore funding to the prior year's funding level for CSBG eligible entities. In the event the appropriation of the federal CSBG funds is significantly reduced, the CSBG discretionary funding may not be sufficient to restore funding to the prior year's funding level.

2.3.2 *Federal Budget Contingency.*

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

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

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

2.4 Miscellaneous Provisions

2.4.1 *Assignment*. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written

consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

2.4.2 *Merger/Entire Agreement*. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

2.4.3 *Severability*. If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

2.4.4 *Notices*. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. CSD encourages Contractor to adopt the DocuSign platform to facilitate the receipt of this Agreement. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

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

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

SUBVENTION AGREEMENT

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

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

3.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.

3.1.3 *Extension Period.* If Contractor identifies that they will not fully expend 100 percent of the Agreement amount by the end of the Period of Performance, then Contractor shall submit written notification to their assigned Field Representative and the Community Services Division inbox at CSBG.Div@csd.ca.gov on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Period of Performance or no later than November 16, 2025. Refer to Article 1.2.2 for Period of Performance. The CSD Form 425b shall include:

3.1.3.1 The reason(s) the Contractor will not fully expend 100 percent of the Agreement amount by the end of the performance period; and

3.1.3.2 The date (January 31, February 28, March 31, or April 30, 2026) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.

3.1.3.3 The acknowledgement of the adjusted Closeout timeline, as stated in Article 6.2.1 of the Agreement.

3.1.4 CSD Form 425b is located on the Local Agencies Portal.

3.1.5 All requests for an Extension Period are subject to CSD approval. In addition, the Contractor must execute the amendment before the expiration date of this Agreement.

3.2 Minor Modification

3.2.1 Contractor request(s) for modification to CSBG Fiscal Data or Work Plan documents must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration date of this Agreement.

3.2.2 Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*.

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution, and Minutes

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

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

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

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

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

4.1.2 Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: (a) direct signature of a board member having signing authority; or (b) any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor delegates signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement. In the event agency names a new chief executive officer (CEO) or executive director (ED) agency shall provide a letter on agency letterhead notifying CSD of this change within 30 days of appointment.

4.1.4 Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative. Regularly scheduled board meetings shall be held in accordance with Contractor's bylaws.

4.1.5 In addition to the minutes referenced in Article 4.14, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative.

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings

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

4.3 Internal Control Certification

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

4.3.1 Segregation of duties appropriate to safeguard State assets;

4.3.2 Access to Contractor assets is limited to authorized personnel who require these assets in the performance of their assigned duties;

4.3.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.3.4 Practices to be followed in performance of duties and functions;

4.3.5 Personnel of a quality commensurate with their responsibilities; and

4.3.6 Effective internal review.

4.4 Record Retention Requirements

4.4.1 All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.361 through § 75.370).

4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.

4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.), and the Federal Privacy Act of 1974, as amended (5 USC § 552a).

4.5 Insurance Requirements

4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies

and bond shall be in effect at all times during the term of this Agreement.

4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

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

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

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

4.5.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

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

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

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

4.6.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

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

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

4.6.2 *Workers' Compensation Insurance.*

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

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

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

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

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

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

to issuance of an initial cash advance.

4.6.4 *General Liability Insurance.*

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

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

4.6.5 *Vehicle Insurance.*

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

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

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

4.7 System Security Requirements

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

4.8 Services Offered (2025 CSBG Amendment 1 Contract)

Data exchange between CSD and Contractor shall be handled through one of three methods: (1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or (2) utilize CSD web applications as configured by the Contractor technology vendor; or (3) via email using security protocols, such as encryption and redaction, for any sensitive data.

4.9 Data Protection

4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Local Agencies Portal. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.

4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.

4.9.3 Data exchanged between CSD and Contractor via email communication must have all personally identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.10 Contractor Systems Security

4.10.1 The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by appropriate identification, authentication, and authorization methods to validate the approved users.

4.10.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

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

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

4.11 Trusted Behavior Expectations

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

4.12 Incident Reporting

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

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

4.13 Audit Trail Responsibilities

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

4.14 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.15 Travel and Per Diem

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

4.15.2 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.474) or any amendments thereto, as applicable.

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

4.16 Codes of Conduct

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

4.16.2 *Self-Dealing Prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR § 75.327, or subsequent amendments to these requirements.

4.17 Conflict of Interest

4.17.1 Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

4.17.2 Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.18 Fraud, Waste, and Abuse

4.18.1 Contractor shall submit a written report to CSD within 45 days of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.

4.18.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services (HHS) Office of Inspector General Fraud hotline.

4.19 Procurement Standards

4.19.1 *Maintenance of Written Procurement Procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing the CSBG program pertaining to procurement, including the Code of Federal Regulations Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the

procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

4.19.3 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

4.19.4 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.

4.19.5 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.

4.19.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for

equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (Form CSD 558) to agency's assigned Field Representative and the Community Services Division inbox at CSBG.Div@csd.ca.gov at least 15 calendar days prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed.

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

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

4.20 Use and Disposition of Vehicles and Equipment

4.20.1 Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and § 75.439).

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

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

4.20.1.3 Any user fees shall be treated as "program income" to the CSBG program, as described in 45 CFR § 75.307.

4.20.1.4 Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance

with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor's program activities, and properly allocated to the CSBG program. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).

4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 (d)), including, but not limited to: (a) property records; (b) physical inventory of the property; (c) a control system to prevent loss, damage, or theft; (d) adequate maintenance procedures; and (e) proper sale procedures.

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

4.20.3.1 If/when Contractor's CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of $5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).

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

4.20.3.3 Pursuant to 45 CFR § 75.307(d), sale proceeds from the sale of real property, equipment, or supplies are not program income. (*See also* 45 CFR § 75.2 "Program Income".) Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (including 45 CFR §§ 75.318, 75.320 and 75.321).

4.21 Subcontracts

4.21.1 Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions,

assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.

4.21.2 *Notification of Subcontract Execution.*

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

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

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

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

Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75, Subpart E – Cost Principles).

4.21.3 Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).

4.21.4 Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.

4.21.5 In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five business days of receipt of notice of such action.

SUBVENTION AGREEMENT

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

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

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

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

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

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

A "locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of

poverty in the community or those areas of the community where poverty is a particularly acute problem."

5.1.3.2 Community action programs typically:

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

5.1.3.2.2 Serve the purposes and goals of the federal Community Services Block Grant Act, Section 672 (42 USC § 9901) and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

5.1.4 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 15 percent de minimis indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

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

5.2 Advance Payments – Amount

5.2.1 Upon approval of all contract deliverables, CSD shall, in accordance with Cal. Gov. Code § 12781(b), issue an advance payment to Contractor in an amount not to exceed 25 percent of the maximum amount of this Agreement.

5.2.2 If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance payment that is available and pay the remaining portion(s) as funds become available.

5.2.3 If HHS fails to provide sufficient funds to pay the advance payment during the first six months of the contract term, Contractor will not be entitled to additional advance

payments thereafter.

5.2.4 If, during the first six months of the contract term, CSD amends this Agreement to increase the maximum amount, CSD shall advance up to 25 percent of the increase to Contractor.

5.2.5 Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the Agreement.

5.3 Advance Payments – Interest on Advances

5.3.1 Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR § 75.305(b)(8), unless one or more of the following apply:

5.3.1.1 Contractor receives less than $120,000 in Federal awards per year.

5.3.1.2 The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

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

5.3.2 Interest earned amounts up to $500 may be retained by Contractor for administrative expenses. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to the U.S. Department of Health and Human Services at:

HHS Program Support Center
P. O. Box 979132
St. Louis, MO 63197

When returning interest, the refund should include: an explanation stating that the refund is for interest, the name of the awarding agency (CSD), and the grant number for which the interest was earned.

5.4 Advance Payments – Liquidation of Advance

5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the

advance through offsets of approved expenditures at the seventh monthly reporting period of the Period of Performance, or when the Contractor has expended 75 percent of the maximum amount of this Agreement.

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

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

5.5 Advance Payments – Lien Rights

The State retains lien rights on all funds advanced.

5.6 Payments

5.6.1 Upon approval of Contractor deliverables CSD shall issue payments (as specified by Contractor on the CSD 425.S and CSD 627) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.

5.6.2 Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

ARTICLE 6 – FINANCIAL REPORTING

6.1 Fiscal Reports

6.1.1 Contractor shall request reimbursement for expenditures associated with all contract activities by reporting in the Expenditure Activity Reporting System (EARS) in accordance with CPN-C-22-01, CSBG Financial Reporting Policies and Procedures, which is available online at the Local Agencies Portal.

6.1.2 Contractor shall submit adjustments in accordance with CPN-C-22-01.

6.1.3 Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in EARS on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

6.2 Close-Out Report

6.2.1 Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended and according to the timelines below. The close-out report must be submitted for both the CSBG and Discretionary portions of the contract amount. The close-out report must be submitted according to the following Period of Performance timeline:

- Period of Performance: January 1, 2025, through December 31, 2025; Close-out due March 31, 2026 (90 calendar day close-out);
- Extension Period: January 1, 2025, through March 31, 2026; Close-out due May 31, 2026 (60 calendar day close-out); or
- Extension Period: January 1, 2025, through April 30, 2026; Close-out due May 31, 2026 (31 calendar day close-out).

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

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

6.2.4 Final expenditures must be submitted by entry into EARS by within the established close-out period coinciding with the performance period of this agreement as described in Section 6.2.1.

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

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

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

6.3 Transparency Act Reporting

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

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

6.3.3 CSD may issue guidance and/or amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

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

7.1 Discretionary Funds Requirements

7.1.1 Contractor shall complete the following documents, available on the Local Agencies Portal, satisfactory to CSD in form and substance, and submit to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies.

7.1.1.1 CSBG Contract Discretionary Contract Budget Summary (CSD 627S);

7.1.1.2 CSBG Discretionary Budget Support Personnel Cost (CSD 627A);

7.1.1.3 CSBG Discretionary Budget Support Non-Personnel Cost (CSD 627B);

7.1.1.4 CSBG Discretionary Budget Contract Budget Narrative (CSD 627C); and

7.1.2 *Administrative Cap*. The discretionary allocation is subject to an administrative cap of 12 percent of the total discretionary funds received.

7.1.3 *Advance Payments*. Advance payments are not available on the 2025 Discretionary Funds.

7.1.4 *Fiscal Reporting*. Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in EARS on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

7.1.5 Discretionary funds are expected to be fully expended no later than December 31, 2025.

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

7.2 Fair Hearing for Denial of Client Benefits by Contractor

7.2.1 Pursuant to 22 Cal. Code Regs. § 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to the Contractor, and if not satisfied with the Contractor's decision, then to CSD for a fair hearing within 20 calendar days from

the denial of assistance. Contractor must establish a procedure for an appeal process which at a minimum complies with 22 Cal. Code Regs. § 100751.

7.2.2 Within five business days of receipt of an appeal from a client, CSD's Administrative Fair Hearing Officer shall schedule an administrative fair hearing to be conducted no later than 30 calendar days from the receipt of the request.

7.2.3 The client may withdraw the appeal/request for a fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Administrative Fair Hearing Officer or designated CSD staff.

7.3 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, Contractor shall submit the Organizational Standards annually utilizing the eGov ReportHub system no later than September 2, 2025. Contractor shall have until January 31, 2026, to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2025 Organizational Standards Assessment.

7.4 Programmatic Reporting

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

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

7.4.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2025, through December 31, 2025. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and/or 641B Module 4 Targets as part of the contract deliverables. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and entering the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY

2025 must be completed and submitted with the contract deliverables. Copies of the forms may be accessed on the Local Agencies Portal.

7.4.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2025, through December 31, 2025. As applicable, Modules 2 through 4 and Agency Success Stories must be completed and submitted in the eGov Reporting system no later than February 3, 2026. Access to the eGov system is available at: https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn.

7.4.5 Contractor shall be required to collect programmatic outcomes associated with services provided under an extended Period of Performance covering the period January 1, 2026, through the extended Period of Performance as specified on the STD 213. Contractor must submit the programmatic outcomes through this period with the following year's annual report information.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit, and Investigate

8.1.1 Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

8.1.2 Contractor shall make available all reasonable information necessary to substantiate expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

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

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

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

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

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

8.2.2.1 Contractor meets federal and state performance goals, administrative and

financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.2, applicable to CSBG-funded programs; and

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

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

8.2.4 Except under certain conditions whereby advanced notice may not be feasible such as, a whistleblower or other investigation, CSD shall provide Contractor reasonable advance written notice of on-site audit of Contractor's program or fiscal performance. Contractor shall cooperate with CSD audits and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

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

8.3 Collection of Disallowed Costs

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

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

allowability of questioned costs.

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

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

8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Article 8.3.

8.4 Auditing Standards

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

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

8.5 Audit Reports

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

8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently $1,000,000, that mandates a single audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.

8.5.3 The financial and compliance audit report shall contain a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). The SEFA must report total federal awards expended for the appropriate single audit report period. All CSBG grants shall be reported separately on the SEFA, i.e., CSBG; Discretionary. In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for **each** contract whose **term ends** during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and Contractor's fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

8.5.4 *Submission of Audit Reports*. Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the Contractor's fiscal year.

8.5.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:

audits@csd.ca.gov

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

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

8.6 Failure to Comply with Audit Requirements

8.6.1 As outlined in CPN-A-24-01 (Single Audit Requirements), failure by the Contractor to comply with audit requirements may result in a high risk designation and certain special conditions.

8.6.2 *Collection of Disallowed Costs*. Contractor shall have no less than ten business days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

8.6.3 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, ASU shall notify CSD's Fiscal Accounting Services Unit (FASU) to send an invoice. Contractor will tender payment to FASU or negotiate a repayment plan acceptable to FASU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

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

8.7.2 *Definitions.*

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

disallowance; (c) contract suspension; (d) contract termination; or (e) termination of Contractor's designation as an eligible entity.

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

Material Breach means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission: (a) constitutes fraud or gross negligence by Contractor or its agent(s);
(b) is likely to result in significant waste and/or abuse of federal funds; (c) has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

8.7.3 *Initiation of Enforcement Action.*

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

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

8.7.4 *Special Conditions and Sanctions.*

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

8.7.4.2 Special Conditions may include but are not limited to: (a) requiring Contractor to obtain training and/or technical assistance; (b) imposition of special or additional reporting requirements; (c) special or conditional cost reimbursement requirements and procedures; (d) provision of documentation by Contractor; and/or (e) requiring Contractor to amend or modify systems, procedures, and/or policies.

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

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

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

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

8.7.5.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the

consequences of the decision and Contractor's obligations going forward, if any.

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

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

8.7.5.5 Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

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

8.7.6 *Enforcement Action Cost Disallowance.*

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

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

8.7.6.3 *Investigative Audits and Reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a

final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

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

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

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

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

8.7.6.8 Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to: (a) federal requirements or conditions applicable to the

grant(s) under which the disallowed costs were funded; (b) the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law; (c) the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and (d) Contractor's financial condition and ability to pay.

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

8.7.8 *Further Enforcement Action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High-Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 Cal. Code Regs. § 100780 and other applicable State and federal statutes and regulations.

8.7.9 *Contractor's Status During Federal Review Period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with review requirements pursuant to Section 678C of the Community Services Block Grant Act, (42 USC § 9915), except that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters

9.1.1 Contractor hereby certifies to the best of its knowledge that it, any of its officers, and any subcontractor(s):

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and

d. Have not, within a three-year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

9.1.2 If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

9.2 Federal Requirements

9.2.1 Salary Limitation – Federal Executive Level II. Federal funds for these grant

programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through a grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at SALARY TABLE 2024-EX (opm.gov). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

9.2.2 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://acf.gov/grants/award-term-and-condition-trafficking-persons.

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

9.3 Affirmative Action Compliance

9.3.1 Each contractor or subcontractor with 50 or more employees and an agreement of $50,000 or more shall develop a written Affirmative Action Compliance Program.

9.3.2 The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 60-1.40, §§ 60-2.10 through 60-2.32, and §§ 60-741.1 through 60-741.47.

9.3.3 Each contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall fully comply with the requirements thereof.

9.4 Nondiscrimination Compliance

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

9.4.2 Contractor hereby certifies compliance with the following:

a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

b. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

c. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

d. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (41 CFR Subtitle B, Part 60-300);

e. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended (41 CFR Chapter 60); and

f. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.).

9.5 Specific Assurances

9.5.1 *Smoking Prohibitions.* In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug

and alcohol treatment. The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. This Agreement incorporates by reference all provisions set forth in "Drug and Child Support Services and Referrals", under 42 USC § 9919(b).

9.5.2 *American-Made Equipment/Products*. Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

9.5.3 *Federal and State Occupational Safety and Health Statutes*. Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

9.5.4 *Political Activities*. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

9.5.5 *Lobbying Activities*. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93 (Appendix A).

9.6 Subrecipient Monitoring

Contractor must obtain a Unique Entity Identifier (UEI) assigned by the System for Award Management (SAM.gov). CSD is required to check SAM.gov to verify that Contractor and subrecipients are not debarred, suspended, or ineligible. The UEI is a 12-character

alphanumeric ID assigned by SAM.gov.

9.7 Executive Order N-6-22 – Russia Sanctions

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

SUBVENTION AGREEMENT

DEFINITIONS

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 USC § 9902; Cal. Gov. Code § 12730; 45 CFR Part 75 and 22 Cal. Code Regs. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement:	The complete contents of this Agreement entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
Agreement Term:	The timeframe of this Agreement as specified on the Agreement face sheet (STD 213) including the established Period of performance and an extended period granted upon approval to the Contractor by CSD.
Amendment:	A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
Authorized Agent:	The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.
Board of Directors:	For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 USC § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 USC § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.
Community Action Agency:	A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.

Continuing Resolution:	An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.
Contractor:	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
CSD:	The State of California Department of Community Services and Development.
Eligible Entity	"Eligible entity" means an entity—(1) that is an eligible entity as defined in 42 USC Section 9902(1), or is designated by the process described in 42 USC Section 9909 (including an organization serving migrant or seasonal farmworkers that is so described or designated); (2) that has a tripartite board or other mechanism described in subsection (a) or (b), as appropriate, of 42 USC Section 9910; and (3) provides services in their Service Area pursuant to a CSBG grant from CSD.
Equipment:	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or $5000.
Extended Period of Performance:	An extension to the Period of Performance provided to Contractor upon approval if Contractor does not expect to complete award activities during the Period of Performance.
Limited Purpose Agency (LPA):	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 USC § 9910(b)(2).
Maximum Amount:	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.

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

SUBVENTION AGREEMENT

TABLE OF FORMS AND ATTACHMENTS

Forms (to be returned with signed Agreement):

A. CSBG Contract Allocation Increase:

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

B. *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities during the Period of Performance from January 1, 2025, through December 31, 2025. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and/or 641B Module 4 Targets. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and providing the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2025 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal.

C. CSBG Discretionary Funds:

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

4. CSBG Discretionary Contract Budget Narrative (CSD 627C); and

D. Certification Regarding Lobbying/Disclosure of Lobbying Activities

E. California Contractor Certification Clauses (CCC 04/2017)

F. CSD Federal Accountability and Transparency Act Report (CSD 279)

G. Agency Staff and Board Roster (CSD 188)

The following documents are hereby incorporated by reference:

Attachment A: 2025 CSBG Allocation Spreadsheet
Attachment B: Supplemental Audit Guide

Contractor Certification Clause

CCC 307

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Andrew Potter, Clerk of the Board of Supervisors

Date Executed	Executed in the County of
	San Diego

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

Kyle.Sand@sdcounty.ca.gov
County Counsel

Digitally signed by Kyle.Sand@sdcounty.ca.gov
Date: 2025.09.24 11:54:56 -07'00'

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
   1) receive a copy of the company's drug-free policy statement; and,

   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

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

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

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Contract Budget Summary
CSD 425.S (Rev.10/19)

CSBG CONTRACT BUDGET SUMMARY

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number:	25F-6036	Amendment Number:	1
Prepared By:	Tina Bagsic	Contract Term:	01/01/2025 to 04/30/2026		
Telephone Number:	619-380-0005	Contract Amount:	$3,571,153		
Date:	8/29/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov		

SECTION 10: ADMINISTRATIVE COSTS

	Line Item	CSBG Funds (round to the nearest dollar
1	Salaries and Wages	$106,763.00
2	Fringe Benefits	$77,744.00
3	Operating Expenses	$150,849.00
4	Equipment	
5	Out-of-State Travel	
6	Contract/Consultant Services	
7	Other Costs	
8	Disaster	
	Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)	**$335,356.00**

SECTION 20: PROGRAM COSTS

	Line Item	CSBG Funds (round to the nearest dollar
1	Salaries and Wages	$412,567.00
2	Fringe Benefits	$300,432.00
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	$2,500.00
6	Subcontractor/Consultant Services	$2,520,298.00
7	Other Costs	
8	Disaster	
	Subtotal Section 20: Program Costs	**$3,235,797.00**
	SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount.	**$3,571,153.00**
	SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG	**$2,826,924.00**
	SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)	**$6,398,077.00**
	SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)	**5.24%**

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Personnel Costs
CSD 425.1.1 (Rev. 10/19)

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number:	25F-6036	Amendment Number: 1	
Prepared By:	Tina Bagsic	Contract Term:	01/01/2025 to 04/30/2026		
Telephone Number:	619-380-0005	Contract Amount:	$3,571,153		
Date:	8/29/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov		

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG time allocated for each position	E Number of CSBG months allocated for each position	F Total CSBG Funds budgeted for each position
1	Administrative Analyst III	$114,577.63	50.00%	12	$57,288.82
1	Office Assistant	$49,473.84	100.00%	12	$49,473.84
Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)					$106,763

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

1	Administrative Analyst II	$103,002.22	100.00%	12	$103,002.22
1	Administrative Analyst II	$93,443.58	100.00%	12	$93,443.58
1	Administrative Analyst II	$88,989.89	100.00%	12	$88,989.89
1	Human Services Program Manager	$127,131.16	100.00%	12	$127,131.16
Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)					$412,567

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG funds Budgeted Line 2	Section 20 Program Costs List CSBG funds Budgeted Line 2
Retirement	46.55%	$49,698.00	$192,050.00
FICA & Medicare	7.59%	$8,103.00	$31,314.00
Insurance (Health, Dental & Workers' Compensation)	2.01%	$2,146.00	$8,293.00
Flex Credit	16.67%	$17,797.00	$68,775.00
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)		$77,744	$300,432

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Non Personnel Costs
CSD 425.1.2 (Rev. 10/19)

CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number: 25F-6036	Amendment Number: 1
Prepared By:	Tina Bagsic	Contract Term: 01/01/2025 to 04/30/2026	
Telephone Number:	619-380-0005	Contract Amount: 3,571,153	
Date:	8/29/2025	E-mail Address: Tina.Bagsic@sdcounty.ca.gov	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	**CSBG**	
	Section 10: Administrative Costs	**Section 20: Program Costs**
List all Operating Expenses	3 *sum should equal total on line item 3 of CSD 425.S Budget Summary form* $150,849	3 *sum should equal total on line item 3 of CSD 425.S Budget Summary form*
List all Equipment Purchases	4 *sum should equal total on line item 4 of CSD 425.S Budget Summary form*	4 *sum should equal total on line item 4 of CSD 425.S Budget Summary form*
List all Out-of-State Travel: *Name of conference; Specify location; Cost per trip*	5 *sum should equal total on line item 5 of CSD 425.S Budget Summary form*	5 *sum should equal total on line item 5 of CSD 425.S Budget Summary form* $2,500
List all Contract/Consultant Services	6 *sum should equal total on line item 6 of CSD 425.S Budget Summary form*	
List all Subcontractor/Consultant Services		6 *sum should equal total on line item 6 of CSD 425.S Budget Summary form* $2,520,298
Other Costs - List each line item (i - iv): *Any additional Other Costs (attach additional sheet if necessary):*	**Section 10: Administrative Costs**	**Section 20: Program Cost**
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 *sum should equal total on line item 7 of CSD 425.S Budget Summary form*	7 *sum should equal total on line item 7 of CSD 425.S Budget Summary form*

tate of California
EPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
SBG Budget Support -- Other Agency Operating Funds
SD 425 1.3 (10/19)

CSBG Budget Support -- Other Agency Operating Funds

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number:	25F-6036	Amendment Number:	1
Prepared By:	Tina Bagsic	Contract Term:	01/01/2025 to 04/30/2026		
Telephone Number:	619-380-0005	Contract Amount:	$3,571,153		
Date:	8/29/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov		

Funding Source (DO NOT ABBREVIATE)	Funding Type Federal, State, Local, Private, Other	Funding Amount
State of California Office of Traffic Safety Grant-Child Passenger Safety Program	Federal	$250,000
State of California Office of Traffic Safety Grant-Walk N Roll Program	Federal	$125,000
County of San Diego, Alternative Dispute Resolution - Local	Local	$549,994
Local Child Restraint Penalty Assessment Fees - Local	Local	$38,000
County of San Diego, Local Realignment - Local	Local	$75,000
Tobacco Reutilization	Local	$250,000
County of San Diego General Fund	Local	$1,538,930
Total Other Agency Operating Funds to Support CSBG *(Total should match total on CSD 425 S form, Section 70)*		$2,826,924

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Other Agency Operating Funds

CSD 425 1.3 (10/19)

CSBG Budget Support -- Other Agency Operating Funds

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number:	25F-6036	Amendment Number: 1
Prepared By:	Tina Bagsic	Contract Term:	01/01/2025 to 04/30/2026	
Telephone Number:	619-380-0005	Contract Amount:	$3,571,153	
Date:	8/29/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov	

Funding Source (DO NOT ABBREVIATE)	Funding Type Federal, State, Local, Private, Other	Funding Amount
Total Other Agency Operating Funds to Support CSBG *(Total should match total on CSD 425 S form, Section 70)*		

CSBG Contract Budget Narrative

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number:	25F-6036	Amendment Number: 1
Prepared By:	Tina Bagsic	Contract Term:	01/01/2025 to 04/30/2026	
Telephone Number:	619-380-0005	Contract Amount:	$3,571,153	
Date:	8/29/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov	

Budget Narrative

SECTION 10: ADMINISTRATIVE COSTS

Salaries and Wages
$106,762.66 budgeted for the salaries and wages of staff performing administrative duties. This includes salaries and wages for a staff of wo.

Administrative Analyst III - $57,288.82: 0.50 FTE for 12 months. This position supervises and manages the administrative unit. Also prepares all funding source expenditure claims for reimbursement, handles all budget functions, audits and trust fund reconciliations.

Office Assistant - $49,473.84: 1.0 FTE for 12 months. This position supports the daily office functions including answering the CAP phone ine, maintaining contract files, processing incoming and outgoing mail.

Fringe Benefits
$77,744.57 is budgeted for fringe benefits of staff performing administrative duties. The fringe benefits include such expenses as retirement, FICA and Medicare, Insurance, and Flex Credits.

Operating Expenses
$150,849.00 budgeted for administrative operating expenses. This includes such expenses as in-state travel, space costs, consumable supplies, equipment lease, training and registration, temporary help and memberships.

The Operating Expenses budget is as follows:
In-State Travel:$ 2,000.00
Space Costs:$ 63,313.00
Consumable Supplies:$ 7,086.00
Printing: $ 100.00
Internal Service Fees:$ 25,203.00
Equipment Lease:$ 38,400.00
Training: $ 2,000.00
Memberships:$ 12,746.00
Total:$ 150,849.00

In-State Travel - Travel expense for staff to attend Community Action Partnership trainings and conventions during 2025. Also includes local mileage expense for staff.
Space Costs - Share of cost for renting space in leased building.
Consumable Supplies - Includes costs such as office supplies, printing, postage, advertising expenses and fliers
Equipment Lease - Cost for leasing computer equipment needed by staff for daily operations.
Internal Service Fees – Expense for processing contractual services.
Training - Any additional local training such as computer software, management skills improvement, and customer service trainings.
Memberships- $12,746.00 to pay for: CalCAPA, and National Community Action Partnership.

SECTION 20: PROGRAM COSTS

Salaries and Wages
$412,566.86 is budgeted for the salaries and wages of staff performing programmatic duties. This includes salaries and wages for a staff of four.
•3 Admin Analyst II - Contract Administrators:
- -1 Admin Analyst II $103,002.22:1.0 FTE for 12 months
- -1 Admin Analyst II $ 93,443.58: 1.0 FTE for 12 months
- -1 Admin Analyst II $ 88,989.89: 1.0 FTE for 12 months

These positions work directly with the subcontractors to monitor contract and program compliance. They meet with the subcontractors at

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Contract Budget Narrative
CSD 425 1.4 (Rev. 10/19)

CSBG Contract Budget Narrative

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number:	25F-6036	Amendment Number:
Prepared By:	Tina Bagsic	Contract Term:	01/01/2025 to 04/30/2026	
Telephone Number:	619-380-0005	Contract Amount:	$3,549,776	
Date:	12/23/2024	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov	

Budget Narrative

SECTION 10: ADMINISTRATIVE COSTS

Salaries and Wages
$106,762.66 budgeted for the salaries and wages of staff performing administrative duties. This includes salaries and wages for a staff of three.

Administrative Analyst III - $57,288.82: 0.50 FTE for 12 months. This position supervises and manages the administrative unit. Also prepares all funding source expenditure claims for reimbursement, handles all budget functions, audits and trust fund reconciliations.

Office Assistant - $49,473.84: 1.0 FTE for 12 months. This position supports the daily office functions including answering the CAP phone line, maintaining contract files, processing incoming and outgoing mail.

Fringe Benefits
$77,744.57 is budgeted for fringe benefits of staff performing administrative duties. The fringe benefits include such expenses as retirement, FICA and Medicare, Insurance, and Flex Credits.

Operating Expenses
$203,806.00 budgeted for administrative operating expenses. This includes such expenses as in-state travel, space costs, consumable supplies, equipment lease, training and registration, temporary help and memberships.

The Operating Expenses budget is as follows:
In-State Travel:$ 2,000.00
Space Costs:$ 50,000.00
Consumable Supplies:$ 7,088.00
Printing: $ 100.00
Internal Service Fees:$ 17,138.00
Equipment Lease:$ 38,400.00
Training: $ 2,000.00
Memberships:$ 12,746.00
Total:$ 129,472.00

In-State Travel - Travel expense for staff to attend Community Action Partnership trainings and conventions during 2025. Also includes local mileage expense for staff.
Space Costs - Share of cost for renting space in leased building.
Consumable Supplies - Includes costs such as office supplies, printing, postage, advertising expenses and fliers
Equipment Lease - Cost for leasing computer equipment needed by staff for daily operations.
Internal Service Fees – Expense for processing contractual services.
Training - Any additional local training such as computer software, management skills improvement, and customer service trainings.
Memberships- $12,746.00 to pay for: CalCAPA, and National Community Action Partnership.

SECTION 20: PROGRAM COSTS

Salaries and Wages
$412,566.86 is budgeted for the salaries and wages of staff performing programmatic duties. This includes salaries and wages for a staff of four.
•3 Admin Analyst II - Contract Administrators:
-1 Admin Analyst II $103,002.22:1.0 FTE for 12 months
-1 Admin Analyst II $ 93,443.58: 1.0 FTE for 12 months
-1 Admin Analyst II $ 88,989.89: 1.0 FTE for 12 months

These positions work directly with the subcontractors to monitor contract and program compliance. They meet with the subcontractors at

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Contract Budget Narrative
CSD 425 1.4 (Rev. 10/19)

CSBG Contract Budget Narrative

Contractor Name:	County of San Diego, HHSA-CAP	Contract Number:	25F-6036	Amendment Number: 1
Prepared By:	Tina Bagsic	Contract Term:	01/01/2025 to 04/30/2026	
Telephone Number:	619-380-0005	Contract Amount:	$3,571,153	
Date:	8/29/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov	

Budget Narrative

SECTION 10: ADMINISTRATIVE COSTS

Salaries and Wages
$106,762.66 budgeted for the salaries and wages of staff performing administrative duties. This includes salaries and wages for a staff of two.

Administrative Analyst III - $57,288.82: 0.50 FTE for 12 months. This position supervises and manages the administrative unit. Also prepares all funding source expenditure claims for reimbursement, handles all budget functions, audits and trust fund reconciliations.

Office Assistant - $49,473.84: 1.0 FTE for 12 months. This position supports the daily office functions including answering the CAP phone line, maintaining contract files, processing incoming and outgoing mail.

Fringe Benefits
$77,744.57 is budgeted for fringe benefits of staff performing administrative duties. The fringe benefits include such expenses as retirement, FICA and Medicare, Insurance, and Flex Credits.

Operating Expenses
$150,849.00 budgeted for administrative operating expenses. This includes such expenses as in-state travel, space costs, consumable supplies, equipment lease, training and registration, temporary help and memberships.

The Operating Expenses budget is as follows:
In-State Travel:$ 2,000.00
Space Costs:$ 63,313.00
Consumable Supplies:$ 7,086.00
Printing: $ 100.00
Internal Service Fees:$ 25,203.00
Equipment Lease:$ 38,400.00
Training: $ 2,000.00
Memberships:$ 12,746.00
Total:$ 150,849.00

In-State Travel - Travel expense for staff to attend Community Action Partnership trainings and conventions during 2025. Also includes local mileage expense for staff.
Space Costs - Share of cost for renting space in leased building.
Consumable Supplies - Includes costs such as office supplies, printing, postage, advertising expenses and fliers
Equipment Lease - Cost for leasing computer equipment needed by staff for daily operations.
Internal Service Fees – Expense for processing contractual services.
Training - Any additional local training such as computer software, management skills improvement, and customer service trainings.
Memberships- $12,746.00 to pay for: CalCAPA, and National Community Action Partnership.

SECTION 20: PROGRAM COSTS

Salaries and Wages
$412,566.86 is budgeted for the salaries and wages of staff performing programmatic duties. This includes salaries and wages for a staff of four.
•3 Admin Analyst II - Contract Administrators:
-1 Admin Analyst II $103,002.22:1.0 FTE for 12 months
-1 Admin Analyst II $ 93,443.58: 1.0 FTE for 12 months
-1 Admin Analyst II $ 88,989.89: 1.0 FTE for 12 months

These positions work directly with the subcontractors to monitor contract and program compliance. They meet with the subcontractors at

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Discretionary (Disc.) Budget Support – Personnel Costs
CSD 627A (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name:	County of San Diego, HHSA, DSCE-CAP	Contract Number:	25F-6036	Contract Amount:	$26,000
Prepared By:	Tina Bagsic	Contract Term:	08/15/25 to 12/31/25	Amendment #:	1
Telephone #:	(619) 380-0005	Fax Number:	N/A		
Date:	8/26/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov		

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG Disc. time allocated for each position	E Number of CSBG Disc. months allocated for each position	F Total CSBG Disc. Funds budgeted for each position
Total (must match Section 10: Administrative Costs line item 1 on the CSD 627 Budget Summary form)					

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

Total (must match Section 20: Program Costs line item 1 on the CSD 627 Budget Summary form)					

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG Disc. funds Budgeted Line 2	Section 20 Program Costs List CSBG Disc. funds Budgeted Line 2
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 627 (BUDGET SUMMARY)			

e of California
PARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
3G Discretionary (Disc.) Contract Budget Summary
) 627 (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET SUMMARY

ntractor Name:	County of San Diego, HHSA, DSCE-CAP	Contract Number:	25F-6036	Contract Amount:	$26,000
epared By:	Tina Bagsic	Contract Term:	08/15/25 to 12/31/25	Amendment #:	1
ephone #:	(619) 380-0005	Fax Number:	N/A		
te:	8/26/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov		

SECTION 10: ADMINISTRATIVE COSTS

	Line Item	CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	$255
4	Equipment	
5	Out-of-State Travel	
6	Contract/Consultant Services	
7	Other Costs	
	btotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG Disc. allocation in Section 40)	**$255**

SECTION 20: PROGRAM COSTS

	Line Item	CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor/Consultant Services	$25,745
7	Other Costs	
	Subtotal Section 20: Program Costs	**$25,745**
	:CTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20)	**$26,000**
	:CTION 70: Enter "Other Agency Operationg Funds used to Support CSBG Disc." IFORMATION ONLY)	
	:CTION 80: Agency Total CSBG Discretionary Operating Budget (Sum of Section 40 and 70) IFORMATION ONLY)	$26,000
	:CTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 40)	1%

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Discretionary (Disc.) Budget Support -- Non Personnel Costs
CSD 627B (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name:	County of San Diego, HHSA, DSCE-CAP	Contract Number:	25F-6036	Contract Amount:	$26,000
Prepared By:	Tina Bagsic	Contract Term:	08/15/25 to 12/31/25	Amendment #:	1
Telephone #:	(619) 380-0005	Fax Number:	N/A		
Date:	8/26/2025	E-mail Address:	Tina.Bagsic@sdcounty.ca.gov		

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 627 Budget Summary form Attach additional sheet(s) if necessary	CSBG Discretionary	
	Section 10 Administrative Costs	Section 20 Program Costs
List all Operating Expenses	3 *sum should equal total on line item 3 of CSD 627 Budget Summary form* $350	3 *sum should equal total on line item 3 of CSD 627 Budget Summary form*
List all Equipment Purchases	4 *sum should equal total on line item 4 of CSD 627 Budget Summary form*	4 *sum should equal total on line item 4 of CSD 627 Budget Summary form*
List all Out-of-State Travel: *Name of conference; Specify location; Cost per trip*	5 *sum should equal total on line item 5 of CSD 627 Budget Summary form*	5 *sum should equal total on line item 5 of CSD 627 Budget Summary form*
List all Contract/Consultant Services	6 *sum should equal total on line item 6 of CSD 627 Budget Summary form*	
List all Subcontractor/Consultant Services		6 *sum should equal total on line item 6 of CSD 627 Budget Summary form* $25,650
Other Costs - List each line item (i - iv): *Any additional Other Costs (attach additional sheet if necessary):*	**Section 10 Administrative Costs**	**Section 20 Program Cost**
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 *sum should equal total on line item 7 of CSD 627 Budget Summary form*	7 *sum should equal total on line item 7 of CSD 627 Budget Summary form*

Community Services Block Grant
Contract 25F-6036
B-29 Costs
Contract Term 01/01/2025 to 04/30/2026

Staffing	
Salaries	$ 519,330
Benefit @ 72.82%	378,176
TOTAL S&B	897,506
Services and Supplies	
Office supplies	7,086
Printing	100
IT	38,400
Contract Costs	2,520,299
Travel	4,500
Contract ISF Rate-1%	25,203
Space Costs	63,313
Training	2,000
Memberships	12,746
TOTAL S&S	$ 2,673,647
TOTAL DIRECT COSTS	$ 3,571,153
INDIRECT COSTS	
Internal Indirects	$ -
External Indirects	-
TOTAL INDIRECTS	-
TOTAL COSTS (B23+B29)	$ 3,571,153
REVENUE	
Direct Revenue Allowed	3,571,153
Indirect Revenue Allowed	
TOTAL REVENUE	$ 3,571,153
Unrecovered Direct Cost	-
Unrecovered Indirect Cost	-
Total B-29 Costs	$ -

PROGRAM INDIRECT RATES*	FY 23-24
Internal Rate	15.4%
External Rate	5.1%
*Contact Fiscal Services, Bien Patrick Bondoc for your program's rates: 619-338-2614	*FY 24-25 rates not available*

Revenue Located

Low Org	**46278**
Revenue Account	**45637**
Award Number	**112867**

Community Services Block Grant
Discretionary: 25F-6036
B-29 Costs
FY 2025 -2026

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

Services and Supplies	
Office supplies	
Telecom/ Equipment Lease	94
IT	
Contract Costs	25,650
Travel	
Contract ISF - DPC of 1%	257
Rent (Space Costs)	
Utilities	
Other	
TOTAL S&S	26,000

TOTAL DIRECT COSTS	26,000

INDIRECT COSTS	
Internal Indirects	-
External Indirects	-
TOTAL INDIRECTS	-

TOTAL COSTS (B20+B28)	26,000

REVENUE	
Direct Revenue Allowed	26,000
Indirect Revenue Allowed	
TOTAL REVENUE	26,000

Unrecovered Direct Cost	-
Unrecovered Indirect Cost	-
Total B29 Costs	-

Revenue Located

Low Org	46278
Revenue Account	45637

PROGRAM INDIRECT RATES*	FY23-24
Internal Rate	15.40%
External Rate	5.10%
*Contact Fiscal Services, Ben Patrick Bondoc for your program's rates (619) 338-2614	*FY 24-25 rates not available*

Contracts		$ 26,000.00
Less: Cost per car seat	$ 95.00	
# of car seat	270	
sub total	$ 25,650.00	
ISF @51%	256.50	
Cellphone usage	93.50	(26,000.00)

Summary:

Contract	$ 25,650.00	
Operating Cost	350.00	ISF & Other
Total Discretionary Fund	$ 26,000.00	

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

Agency Staff and Board Roster

Programs Administered: CSBG ✓ Energy ☐

Agency Name:	Community Action Partnership Advisory Board	Contact Email Address:	herminia.ramirezgarcilazo
Contact Person:	Herminia Ramirez	Date Submitted:	August 6, 2025
Contact Phone Number:	619-510-1726	Total Number of Board Seats:	15 Primary/10 Alternate

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

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

Agency Key Staff

	Name	Title/Position (Include date of vacancy if applicable)	Address	Phone Number	Email
1	Carey Riccitelli	Director	1600 Pacific Highway - P501San Diego CA 92101-2417	619-338-2722	carey.riccitelli@sdcounty.
2	Andrew Potter	Additional Authorized signer of the Contract	1600 Pacific Hwy, Room 402, San Diego, CA 92101	619-531-5431	Andrew.Potter@sdcounty.
3	Amy Thompson	Chief Financial Officer	1600 Pacific Hwy, Room 206, San Diego, CA 92101	619-515-6923	Amy.Thompson@sdcount
4	Herminia Ramirez	CSBG Program Manager	1255 Imperial Avenue, Suite 720, San Diego, CA 92101	619-510-1726	herminia.ramirezgarcilazo
5		Weatherization Program Manager			
6		Utility Assistance Program Manager			
7		Other			

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

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

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

Board Roster

	Name	Title/Position (Include date of vacancy if applicable)	Address	Sector	Phone Number	Email
1	Vacant	District 1 (3/30/23)		P		
2	Elana Levens-Craig	District 2	10849 Stoney Creek Court Santee, CA, 92071	P	(619) 993-7805	levenscraig@hotmail.com
3	Destiny Preston	District 3	698 Hygeia Avenue, Encinitas, CA 92024 - PO Bc	P	(310) 923-2843	destiny@destinypreston.c
4	Samantha Jenkins	District 4	1113 Manzana Way, San Diego, CA 92139	P	(858) 733-1549	sjenkins@sandiego.edu
5	Vacant	District 5 (6/13/23)		P		
6	Summer Elliott	Vice Chair (CAB) East R	70 Crestwood Road, Boulevard, CA 91905	L	(760) 884-8082	summer@shnwc.org
7	Vacant	North Central Region - S		L		
8	Vacant	Seat 8 Primary (8/5/25)		PR		

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

	Name	Title/Position (Include date of vacancy if applicable)	Address	Sector	Phone Number	Email
9	Jeannine Nash	Chair (CAB) N.A.T.I.V.E	280 K Street #17, Chula Vista, CA 91911	PR	(619) 721-5498	msjnash@yahoo.com
10	Janelle Lopez	South Region - Seat 10	525 Manzanita Street, Chula Vista, CA 91911	L	(619) 844-4816	lopez.janelle@hotmail.cc
11	Hilary Ward	Secretary (CAB) North I	7256 Cosmit Lane, Jamul, CA 92036 - PO Box 20	L	(858) 449-3812	hilary@bc-ct.org
12	Vacant	Central Region - Seat 1:		L		
13	Jorge Medina	Seat 13 Primary	7552 Gibraltar Street #105 Carlsbad, CA 92009	PR	(619) 567-2878	jorge@serenehealth.com
14	Vacant	Seat 14 Primary (6/11/2		PR		
15	Vacant	Seat 15 Primary (7/7/25)		PR		
16	Wilford Smith	Seat 6 Alternate	8535 Paradise Valley Rd, Unit 46, Spring Valley,	L	(619) 653-7264	wilford1973@gmail.com
17	Vacant	Seat 7 Alternate		L		
18	Vacant	Seat 8 Alternate (8/27/2		PR		
19	Maurice Borders	A Positive Choice Healt	6064 Meade Avenue, San Diego, CA 92115	PR	(619) 862-3659	mauricetborders@gmail.

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

	Name	Title/Position (Include date of vacancy if applicable)	Address	Sector	Phone Number	Email
20	Carla Vanegas	Seat 10 Alternate	2818 Prospect Street National City, CA 91950	L	(619) 886-6020	cvanegas@sdrescue.org
21	Vacant	Seat 12 Alternate		L		
22	Greg McGuire	Seat 11 Alternate	4796 Hillside Dr., Carlsbad, CA 92008	L	(972) 977-4632	greg.mcguire@brighterbi
23	Vacant	Seat 13 Alternate		PR		
24	Vacant	Seat 14 Alternate		PR		
25	Vacant	Seat 15 Alternate		PR		
26						
27						
28						
29						
30						

Instructions: Agency Staff and Board Roster (CSD 188)

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

Table 1: Agency Staff

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

Table 2: Board Roster

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

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

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

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

Return with the Contract

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

Please e-mail completed report forms to your respective program e-mail address listed below:

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

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

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

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), *complete a separate form for each program*.

AGENCY/SUB-AWARDEE INFORMATION

Agency Name	(Blank previously)			
Program Type *(check one)*	☑ CSBG	☐ LEAD	☐ LIHEAP	☐ DOE WAP
Contract #(s) *(list all active contracts for the selected program)*	25F-6036			
Contract Period(s) *(mm/dd/yy - mm/dd/yy)*	01/01/25-04/30/26			
Agency Unique Identifier (DUNS Number)	CZTNNM6XJVJ3			
Agency Primary Contact Information *(person responsible for completing this form)*	Name:	Herminia Ramirez Garcilazo		
	Title	Chief, Departmental Operations		
	E-mail:	Herminia.RamirezGarcilazo@sdcounty.ca.gov		
	Phone:	619-510-1726		
Location of Agency	Mailing Address:	1255 Imperial Avenue, Suite 720		
	State:	San Diego, CA		
	Zip + 4 digits (+4 digit is required)	92101-7402		
	U.S. Congressional District:	51st, 52nd, and 53rd.		
	State Assembly District:	78th		
	State Senate District:	39th		

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Street Address:	
	State:	
	Zip + 4 digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☑ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed $25 million? ☐ Yes ☑ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, <u>you are now finished completing this form</u>.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Description of Information Requested

Place of Performance

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

Agency/Sub-Awardee Executive Compensation Reporting

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

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/iUpdate/companylookup.htm
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupActionInput.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

County of San Diego

COMMUNITY ACTION BOARD
BY-LAWS

ARTICLE 1
PURPOSE AND AUTHORITY

Section A Establishing Authority

In its capacity as the local Community Action Agency, and in accordance with California Government Code §12752.1, the County of San Diego established the Community Action Partnership Administering Board in a Resolution adopted by the Board of Supervisors on June 28, 1977 (118) and amended on September 6, 1977 (217).

Section B Purpose

In accordance with County of San Diego Board of Supervisors Policy A-74, Citizen Participation on County Boards, Commissions and Committees, the Community Action Partnership Administering Board, hereinafter referred to as the Community Action Board, advises the Board of Supervisors and the Health and Human Services Agency on matters related to poverty and programs designed to increase self-sufficiency among the low-income population.

Section C Community Action Board

The Community Action Board is a non-partisan, non-sectarian, non-profit making organization. It does not take part officially in, nor does it lend its influence to any political issues.

Section D Type of Board

The Community Action Board is advisory to the Health and Human Services Agency, the Chief Administrative Officer and the Board of Supervisors only. The Community Action Board is not empowered by ordinance, establishing authority or policy to render a decision of any kind on behalf of the County of San Diego or its appointed or elected officials.

ARTICLE 2
MEMBERSHIP AND TERM OF OFFICE

Section A Designating Officials

The Designating Officials of the Community Action Board are the County of San Diego Board of Supervisors.

Public Sector members to the Community Action Board are appointed by the Designating Officials.

Economically Disadvantaged Sector and Private Sector members of the Community Action Board are nominated by the Community Action Board and confirmed by the Designating Officials.

Section B Board Structure

In accordance with California Government Code § 12751, the Community Action Board has a tripartite board structure.

The Community Action Board is limited to fifteen (15) members and ten (10) alternates (representatives of the Economically Disadvantaged and Private Sectors only), who shall be residents of San Diego County, in accordance with the establishing authority, as follows:

- Five members appointed by the Board of Supervisors shall represent the Public Sector;
- Five members (and their alternates) nominated by the Community Action Board and confirmed by the Board of Supervisors shall represent the Economically Disadvantaged Sector; and
- Five members nominated by the Community Action Board and confirmed by the Board of Supervisors shall represent the Private Sector.

The composition of the Community Action Board shall be:

<u>Public Sector (5 members)</u>	
First Supervisorial District	(1 representative)
Second Supervisorial District	(1 representative)
Third Supervisorial District	(1 representative)
Fourth Supervisorial District	(1 representative)
Fifth Supervisorial District	(1 representative)
<u>Economically Disadvantaged Sector (5 members)</u>	
East Region	(1 representative and 1 alternate)
North Central Region	(1 representative and 1 alternate)
North Region	(1 representative and 1 alternate)
South Region	(1 representative and 1 alternate)
Central Region	(1 representative and 1 alternate)
<u>Private Sector (5 members)</u>	
At Large	(5 representatives and 5 alternates)

Alternate representatives shall attend and vote in the absence of regular members. Alternate representatives shall not serve as officers of the Community Action Board, nor be voting members of committees unless they are voting in the absence of the primary representative.

The Community Action Board may periodically review target population statistics to determine accurate representation for the Economically Disadvantaged Sector.

Section C Membership Terms

The Term of Membership of representatives in each Sector shall be:

Public Sector: A representative nominated by a County Supervisor and confirmed by the Board of Supervisors shall serve for four years, concurrent with the nominating Supervisor's term of office. A term shall expire when the nominating Supervisor's term expires or when the Supervisor leaves office, whichever occurs first. However, pursuant to Section F. 2, members of the Public Sector shall serve during their terms at the will and pleasure of their appointing authorities. A representative to the Public Sector whose term has expired shall continue to discharge the duties as a member of the Community Action Board until a successor has been nominated and confirmed. The re-election of a member of the Board of Supervisors for a succeeding term shall not automatically extend the term of a Public Sector representative on the Community Action Board.

Economically Disadvantaged Sector: Representatives shall serve three years unless another term is specified by the Board of Supervisors at the time of the representative's appointment. If the vacancy for which a new member or alternate has been selected occurs before expiration of the previous incumbent's term, the new member or alternate is selected for the unexpired portion of that term.

Private Sector: Representatives shall serve three years, unless another term is specified by the Board of Supervisors at the time of the representative's appointment.

If the vacancy for which a new member organization has been selected occurs before expiration of the previous incumbent's term, the new member is selected for the unexpired portion of that term.

Additional Terms: Members and alternates in the Economically Disadvantaged and Private sectors who have served a term or portion of a term shall, at their request, be considered equally along with non-incumbent candidates for selection as a member or alternate for a new term, consistent with the selection process described in Article 2, Sections D2 and D3.

In accordance with Section D.1.(b) of Board of Supervisors Policy A-74, Citizen Participation In County Boards, Commissions And Committees, membership in the Economically Disadvantaged and Private sectors of the Community Action Board shall be limited to two consecutive terms. For the purpose of this limitation, a term shall include any appointments to fill a vacancy for one-half or more of a term. Members of a citizen committee whose terms have expired shall continue to serve until such time as they are either replaced or reappointed.

Alternates shall have the same terms of membership as their corresponding representatives in the Economically Disadvantaged Sector and Private Sector.

Section D Selection of Members

Members of the Community Action Board shall be selected as described in this section.

1. Public Sector: The Board of Supervisors (Designating Officials) has the sole power to appoint members to this sector. Each member of the Board of Supervisors may serve on the Community Action Board or appoint one representative. When a vacancy occurs within the Public Sector, the appropriate Supervisor will nominate a representative to fill the vacancy.

   Representatives for the Economically Disadvantaged and Private Sectors and alternates for the Economically Disadvantaged and Private Sectors shall be nominated by the Community Action Board and confirmed by the Board of Supervisors.

2. Economically Disadvantaged Sector: The selection of representatives for the Economically Disadvantaged Sector seat on the Community Action Board will be conducted through a

democratic selection process within each respective community. This process may involve collaboration with established organizations that primarily serve low-income individuals to ensure broad representation and inclusivity.

The Community Action Board shall maintain a file containing the applications of persons interested in representing the economically disadvantaged population. The Community Action Board may delegate maintenance of the file to Community Action Partnership staff. The file shall be developed and updated as set forth below.

- The process for soliciting interested persons shall be open and inclusive.
- The members and the alternate representatives for the Economically Disadvantaged Sector are selected through this process.
- The process is outlined below:

  Purpose: To establish a fair, transparent, and inclusive process for the selection of members to the Community Action Board, with a specific focus on representing the needs and perspectives of economically disadvantaged individuals and families. This policy aims to ensure that the Board is truly representative of the community it serves.

  Eligibility Criteria:

  Representative of Low-Income: Candidates shall meet the Community Services Block Grant (CSBG) guidelines as a representative for low-income individuals and families. **Community Residency:** Candidates must be residents of the supervisorial district for which the seat is vacant. Each selection must also reside in the area of the representative. **Commitment to Mission:** Candidates must demonstrate a strong commitment to the mission and goals of the Community Action Board.

  Diverse Representation: The Board shall strive to achieve a diverse membership, reflecting the various demographics and interests of the low-income community.

  Regional Nominating Committee:

  A regional nominating committee, composed of 2-3 members per region (10-15 total), shall be formed to oversee the democratic selection process. The Committee shall include diverse representatives from low-income serving community organizations and agencies, and community members from the respective region.

  Selection Process:

  Public Outreach and Recruitment:

  Conduct outreach activities in low-income neighborhoods and communities to inform individuals about the Board and encourage application, and utilize various channels, such as community centers, churches, schools, and social media, to disseminate information.

  Outreach activities will contain the name and telephone number of a Community Action Partnership staff person who can provide more information.

  Application Process:

  Any community member who lives in the district for which they are wanting to represent, can apply to be part of the Community Action Board.

Application form is a standardized form made available to anyone interested in applying.

The names, addresses, and telephone numbers of persons who return applications will be placed on a roster organized by geographic area. Applications will be retained in a file for a minimum of two years.

When a vacancy occurs, or is about to occur, the Regional Nominating Committee shall review the roster and applications on file for that geographic area. The Regional Nominating Committee may choose to supplement the pool of applicants through additional outreach and advertising.

Review of applications:

The regional nominating committee shall review all nominations and assess candidates' qualifications, residence, experience, and commitment to the community.

Interviews:

The regional nominating committee may conduct interviews with shortlisted candidates to further assess their suitability for the Board.

Democratic Selection

The regional nominating committee shall host democratic selection by completing the following:

Venue: Select a venue that is accessible, spacious enough to accommodate your expected attendance, and suitable for the event's format.

Date and Time: Choose a date and time that avoids conflicts with other events and holidays.

Selection Process: An explanation of the process of the selection meeting shall be established but may include:

Ballot Paper Voting: Voters mark their choices on paper ballots and will be tallied and results reported at a specific time.

Voice Voting: Voters will convene at a specific time and vote through voice at a specific time.

Electronic Voting: Voters wills submit their votes and will be tallied, and results reported at a specific time.

Appointment:

The regional nominating Committee shall share selection based on the outcomes of the Democratic Selection to the Community Action Board for the appointment of new members.

The Community Action Board shall affirm the recommended candidates, and forward to the County Board of Supervisors for acceptance.

The new member(s) will be seated at the next regular Community Action Board meeting following Board of Supervisors' confirmation of the appointee.

If the selection is denied, all candidates participating in the selection process shall be attempted to be notified of their right to appeal.

Right to Appeal:

The right to appeal applies to candidates who:

Have completed the application process for the Community Action Board.

Believe the decision was unjust, procedurally flawed, or biased.

A candidate may submit an appeal based on one or more of the following:

Procedural Error: If the selection process was not conducted according to the organization's bylaws or policies.

Bias or Discrimination: If the candidate believes the decision was influenced by unfair bias or discrimination.

New Evidence: If relevant information that was not available during the initial selection process has emerged.

Arbitrary Decision: If the denial lacks a reasonable basis or explanation.

Appeal Submission Process

Timeframe for Submission: Appeals must be submitted in writing within 14 days of receiving the decision notification.

Required Documentation: A formal appeal letter detailing the grounds for the appeal. Supporting evidence, such as emails, meeting minutes, or new information.

3. Submission Address: Appeals must be sent to the Community Action Board staff to route appeal appropriately.

Private Sector: The Community Action Board nominates five private sector organizations representing business, industry, labor, religions, welfare, social service, education, or other significant groups and interests within the community.

The Community Action Board shall maintain a file containing the names and addresses of private, not-for-profit and for-profit organizations who may potentially be interested in being represented on the Community Action Board. The Community Action Board may delegate maintenance of the file to Community Action Partnership staff. The file shall be developed and updated as set forth below.

- The process for soliciting interested organizations shall be open and inclusive.
- Members of the Community Action Board and/or its Nominating Committee shall propose the names of organizations whose activities suggest a possible interest in and potential asset to the Community Action Board.
- Community Action Partnership staff shall update the list as to addresses, telephone numbers, and names and titles of chief executive officers.
- When a vacancy occurs, or is about to occur, the Nominating Committee shall review the list of organizations. The Nominating Committee may decide to expand the list by adding organizations.
- Community Action Partnership staff shall send letters inviting organizations to respond if they are interested in being represented on the Community Action Board. Letters shall include a description of the purpose and composition of the Community Action Board and the application form by which organizations may signal their potential interest.

- The Nominating Committee shall nominate organizations to be recommended to the Community Action Board. Nominations may be based on written information solicited from interested representatives, or by face-to-face interviews, or by a combination of methods. No organization shall be nominated whose representative, or alternate representative, is an employee of the County of San Diego.
- After the full Community Action Board acts on the Nominating Committee's recommendations, the Chairperson will review letters notifying the applicant organizations of the Nominating Committee's recommendation to the Board of Supervisors for their approval.
- If the vacancy for which a new member organization has been selected had occurred before expiration of the previous incumbent's term, the new member organization is selected for the unexpired portion of that term.
- A new member organization shall be notified of acceptance after approval by the Community Action Board and confirmation by the Board of Supervisors.
- The representative of a new member organization shall be seated at the next regular Community Action Board meeting following the Board of Supervisors' confirmation of the appointment.
- If the Board of Supervisors does not confirm the recommended appointee, the selection process will be repeated.

4. Petition for Representation: Groups, organizations or community agencies from the Economically Disadvantaged Sector who feel they are inadequately represented may submit a letter to the Community Action Board Chairperson detailing their specific reasons, along with their suggested issue resolution for consideration.

   The Community Action Board Chairperson will bring the issue to the Community Action Board Executive Committee for review and action, including formal written response to the petitioner.

Section E Residence

In accordance with U.S. Code, Title 42, § 9910 and California Government Code § 12751, at least one-third of the members of the Community Action Board shall be:

1. Representatives of low-income individuals and families in the neighborhood served;
2. Residing in the neighborhood served; and
3. Able to participate actively in the development, planning, implementation, and evaluation of programs funded under this chapter. (U.S. Code, Title 42 Chapter 106, §9910 (b) (1) (A) (B) (C).)

Section F Vacancies

1. The following events shall constitute a vacancy:
   - Designating Official removes a Public Sector representative;
   - Member resigns or dies;
   - Designating Official leaves office;
   - Term of membership or alternate membership expires;
   - Member's excessive absences, as defined in Article 6, Section F, creates an automatic vacancy; or
   - Member is notified of his/her removal for cause.

2. Resignations - A member may resign or withdraw by filing with the Community Action Board a written resignation. If a member resigns, the vacancy shall be filled in accordance with the selection procedure for the respective sector as identified in Article 2, Section D, "Selection of Members".

3. Removal - Members of the Community Action Board from the Public Sector shall serve during their terms at the will and pleasure of their appointing authorities.

   Members of the Economically Disadvantaged Sector and organizations representing the Private Sector may be removed by a majority vote of the Community Action Board for the following reasons:

   - Falsely representing the Community Action Board's actions or recommendations;
   - Impersonating an officer of the Community Action Board;
   - Conflict of interest;
   - Violation of Community Action Board policies;
   - Violation of applicable County policies; and/or
   - Failure of a member organization to select a representative.
   - A member representing the Economically Disadvantaged Sector no longer resides in the geographic area he/she was selected to represent

   The member shall be notified in writing that an item has been placed on the agenda for the next Community Action Board meeting to remove the member for cause. A majority vote is required for removal. The member shall be notified of the Community Action Board's decision in writing within five days following the meeting.

Section G Conflict of Interest

No employee of the Community Action Agency or the funding source may serve on the Community Action Board.

No other Federal/State employee may serve on the Community Action Board in a capacity which will require him/her to act as an agent of or attorney for the Community Action Board in its dealings with the funding source or with any other Federal/State agency.

No member of the Community Action Board shall make, participate in making, or in any way attempt to use his/her position as a member of a committee to influence a decision in which he/she knows or has reason to know that he/she has a financial interest, except in those cases where the member is appointed to represent an entity or group having a financial interest in a matter coming within the Community Action Board's area of responsibility.

No person shall be appointed to or serve on a committee which participates in the making of County contracts in which such person is financially interested within the terms of Government Code section 1090 et seq. This prohibition is not applicable to persons with "remote interests" as defined in subdivision (b) of Government Code section 1091, provided that the person discloses the interest in accordance with subdivision (a) of Government Code section 1091 and the person does not influence or attempt to influence other committee members to act favorably in respect to the contract in which the person has a remote interest.

Section H Compensation

Members of the Community Action Board shall serve without compensation. Community Action

Board Members may be reimbursed for expenses incurred in performing their duties pursuant to the County Administrative Code, Article XXVI-A, Sections 471, 472 and 484.

ARTICLE 3
DUTIES

Section A Designating Officials

The powers of the Designating Officials shall consist of the following:

1. Approval of program plans, priorities, proposals, and budgets.
2. Enforcement of compliance with all conditions of funding source grants.

These powers shall not be subject to concurrence, veto, or modification by any other local officials or authority, unless pursuant to a delegation of powers by the Designating Officials.

Section B Delegation

The powers outlined in Article 3, Section A, may be delegated to the Community Action Board and no other entity, unless written approval has been granted by the funding source to do so.

Section C Community Action Partnership Board

The Community Action Board shall have the following powers, duties, and responsibilities.

1. Establish processes for planning and public hearings regarding the use of community action funds. Make recommendations on CAP's allocation of program resources. The final results shall be submitted in the form of recommendations to the Board of Supervisors for action;
2. Assist and ensure membership composition, standards, and election procedures;
3. Select its own officers, executive committee, and other committees;
4. Review policies relating to programs of the Community Action Partnership, and recommend to the Board of Supervisors the adoption of such policies as it may deem necessary and desirable;
5. Participate in the development and implementation of all programs and projects designed to serve the economically disadvantaged or low-income areas to assure maximum feasible participation of residents of the areas and members of groups served;
6. Provide a forum for the economically disadvantaged and concerned residents to allow a mechanism for securing broad community involvement in the programs;
7. Determine, subject to funding source policies, rules and procedures for the Community Action Board;
8. Exercise all powers which the Designating Officials may delegate.

The Community Action Board has the right to: (1) request reasonable advance notice of and an opportunity to make recommendations to the Designating Officials concerning the exercise of all powers which those Officials have not delegated to the Community Action Board; and (2) perform such other duties and responsibilities as may be assigned by the Board of Supervisors.

Section D Staff Assistance

The Community Action Partnership shall be responsible for providing necessary staff support to the Community Action Board.

ARTICLE 4
OFFICERS

Section A Officers

The election of officers is a responsibility of the Community Action Board membership and is governed in accordance with the establishing authority. If not addressed in the establishing authority, the following Sections B through F are in force.

Section B Election of Officers

The Community Action Board annually elects from its members the following officers: Chairperson, Vice-Chairperson and Secretary.

Section C Vacated Office

If an office is vacated, the Chairperson will temporarily appoint a member of the Community Action Board to fill the vacancy until a new officer is elected. Such election shall be held within 30 days of the vacancy.

Section D Chairperson

The Chairperson provides general supervisory guidance to the Community Action Board and presides over its meetings. The Chairperson assigns coordinating duties to the Vice Chairperson as necessary. The Chairperson is the sole official spokesperson for the Community Action Board unless this responsibility is delegated in writing.

Section E Vice Chairperson

In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section F Secretary

The Secretary or assigned staff records the minutes of all Community Action Board meetings and handles committee correspondence. The Secretary or assigned staff keeps the roll, certifies the presence of a quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. It is the responsibility of the County staff assigned to the Community Action Board to assure that posting of meeting notices in a publicly accessible place for 72 hours prior to the committee meeting occurs, to keep a record of such posting, and to reproduce and distribute the Community Action Board notices and minutes of all meetings.

Section G Minutes

The Community Action Board shall require the secretary or assigned staff to keep written minutes, including records of votes on all motions, for all meetings of the Community Action Board and the Executive Committee. The minutes are to be distributed to all Community Action Board members prior to the next meeting and signed by the Secretary after approval by the Community Action Board. A copy of the minutes shall be filed with the Clerk of the Board of Supervisors and shall be available for public inspection upon request.

The Community Action Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as may be required. Meetings shall be governed by Robert's Rules of Order insofar as such rules are not inconsistent or in conflict with these by-laws.

ARTICLE 5
COMMITTEES

Section A Committee Appointments

The Chairperson shall appoint all standing and special committees as may be deemed necessary by the Community Action Board. The Chairperson will announce committee appointments to the Community Action Board. In the absence of the Chairperson, the officer of the Community Action Board next in authority as per these by-laws shall make committee appointments as stated above.

Section B Executive Committee

The Executive Committee shall be comprised of, at minimum, the Chairperson, Vice- Chairperson, and Secretary.

The Executive Committee shall have the authority to act for the Community Action Board on matters of routine and ordinary business between the meetings of the Community Action Board. All actions shall be subject to ratification by the full Community Action Board at its regular meeting unless otherwise directed by the Community Action Board.

Section C Planning Committee

The Planning Committee shall review and make recommendations to the Community Action Board on programmatic matters including but not limited to needs assessment, grant applications, local plans, Program Progress Reports and Requests for Proposals (RFPs).

Section D Finance Committee

The Finance Committee shall review and make recommendations to the Community Action Board on all fiscal and budgetary matters.

Section E Nominating Committee

The Nominating Committee is an ad-hoc committee.

The Nominating Committee shall assemble when a vacancy occurs, or is about to occur in the Economically Disadvantaged or Private Sectors. The duties of the Nominating Committee are outlined in Article 2, Section D.

Section F Committee Chairperson

Each committee chairperson shall be responsible for the keeping of records of all actions and reports of the committee, and shall submit these actions and reports to the Community Action Board on a regular basis. A committee chairperson shall not act as spokesperson for the Community Action Board unless authorized to do so in writing as set forth in Article 4, Section D, of these by-laws.

Section G Coordinating Committee

A coordinating committee comprised of the chairpersons of the committees may be formed to assemble information from each committee for presentation to the Community Action Board. The Chairperson or Vice-Chairperson shall act as the chairperson of the coordinating committee.

ARTICLE 6
ORGANIZATION PROCEDURES

Section A Robert's Rules of Order

Robert's Rules of Order govern the operation of the Community Action Board in all cases not covered by these by-laws. The Community Action Board may formulate specific procedural rules of order to govern the conduct of its meetings.

Section B Voting Rules

Any group voting is on the basis of one vote per person and no proxy, or absentee voting is permitted.

Section C Meetings and Committees

All meetings of the Community Action Board and its committees are open to the public to the extent required by the Ralph M. Brown Act. Meetings are to be held in accessible, public places. Notice of all Community Action Board meetings shall be posted in a publicly accessible place for a period of 72 hours prior to the meeting (special meetings require 24 hour notice). In addition, such notice will be mailed on request.

Section D Meeting Frequency

The Community Action Board shall provide for regular meetings. It shall hold a minimum of six regular meetings per year. The Community Action Board shall provide the date, time, place, and adequate legal notice of regular meetings. The meeting notice must meet ADA Compliance regulations. A copy of such notice shall be filed with the Clerk of the Board of Supervisors.

If at any time, a regular meeting falls on a holiday, the meeting date shall be determined by the Community Action Board. Written notice of the meeting must be posted 72 hours prior to the meeting date.

A special meeting may be called at any time by the Chairperson or upon written request of at least eight members. Written notice must be posted and delivered to each member personally or by mail at least 24 hours before the time of the meeting as specified in the notice. Only the subject matter specified in the notice may be addressed.

Section E Quorum

At least fifty (50) percent of the non-vacant seats of the Community Action Board shall constitute a quorum for transaction of business. At least fifty (50) percent of the non-vacant seats of any subcommittee of the Community Action Board shall constitute a quorum for transaction of the subcommittee's business.

Section F Attendance

Members of the Community Action Board shall attend scheduled meetings. If a representative of the Economically Disadvantaged Sector or the Private Sector is unable to attend a meeting of the Community Action Board, the representative shall notify his/her alternate who shall attend in the representative's place.

A representative of the Public Sector, who is absent from three scheduled Community Action Board meetings in any fiscal year, shall be deemed to have excessive absences. A letter shall be sent, signed by the Chairperson of the Community Action Board, informing the nominating Supervisor and the representative that a circumstance of excessive absences exists, and requesting from the appointing County Supervisor a replacement representative for his/her district in

accordance with County ordinances and Board Policies pertaining to the selection of citizen advisory board members.

A representative of the Economically Disadvantaged Sector or the Private Sector, who is absent from three scheduled Community Action Board meetings in any fiscal year, thereby shall have created a vacancy on the Community Action Board. The vacancy is automatic by reason of the representative's excessive absences.

A member who is absent for good cause may request that the Chairperson of the Community Action Board excuse an absence. If the Chairperson consents to excuse an absence for good cause, the absence shall not be counted in determining excessive absences. The Chairperson shall inform the Community Action Board during regularly scheduled meetings of absences that have been excused for good cause. Reasons such as illness or being out of town shall generally be considered good cause for absence.

Section G – Limited Teleconferencing in Specified Scenarios

In accordance with AB 2449 and the Ralph M. Brown Act, the Community Action Board may allow for teleconferencing under specific circumstances as outlined below:

1. **Hybrid Meetings**: A hybrid meeting (combining in-person and teleconference participation) may be held without full compliance with traditional teleconference rules, under the following conditions:
   - Less than a quorum of the Board is participating remotely.
   - A member of the Community Action Board has "just cause" for remote attendance, such as:
     - Childcare or family caregiving responsibilities.
     - Contagious illness.
     - Physical or mental disabilities.
     - Travel on official public business.
2. **Emergency Circumstances**: If a member of the Community Action Board is unable to attend in person due to an emergency, such as a physical or family medical emergency, they may participate remotely.
3. **Remote Attendance Restrictions**: Any member participating remotely under these exceptions may do so a limited number of times per calendar year.
4. **Requirements for Remote Participation**:
   - The meeting must still have a quorum of members present in-person.
   - A two-way audio-visual system or a two-way phone service, in addition to live webcasting, must be provided for the public.
   - The agenda must specify the availability of remote participation through call-in or internet-based access.
   - In case of disruption to the online meeting, the body shall take no further action on agendized items until public access is restored.
   - Public comments must be allowed in real time during the meeting, and the public shall not be required to submit comments in advance.

ARTICLE 7
AMENDMENTS

Section A Procedure

The by-laws may be amended by a simple majority of the members of the Community Action Board present at a regular or special meeting in which a quorum is constituted. An amendment to the by-laws shall be proposed at a regular meeting. A copy of the proposed amendment shall be mailed to each member at least seven days prior to the meeting date.

Amendments approved by the Community Action Board will become effective upon San Diego County, Board of Supervisors' approval.

Approved by Community Action Board on March 13, 2025, Secretary
(date)

Approved by the Board of Supervisors on May 6, 2025
(date)

Signature

Docusign Envelope ID: 78850C60-1132-4BC9-B7D9-07D5382734BC

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **2025 Community Services Block Grant (CSBG)**

PERIOD: **January 1, 2025 through April 30, 2026**

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Clerk of the Board of Supervisors	DocuSigned by: [signature]
Title	**Signature**
County of San Diego	1/31/2025
Agency/Organization	**Date**

Docusign Envelope ID: 78850C60-1132-4BC9-B7D9-07D5382734BC

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post-award	3. Report Type: ☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:*	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)		
11. Amount of Payment *(check all that apply)*: $ _____ ☐ actual ☐ planned	13. Type of Payment *(check all that apply)*: ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:	
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, *if necessary*)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproductions Standard Form – LLL

Docusign Envelope ID: 78850C60-1132-4BC9-B7D9-07D5382734BC

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of

Authorized for Local Reproduction

Docusign Envelope ID: 78850C80-1132-4BC9-B7D9-07D5382734BC

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full name of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Docusign Envelope ID: 78850C60-1132-4BC9-B7D9-07D5382734BC

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

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

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

September 24, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, D.S.W., M.S.W., Deputy Chief Administrative Officer
Health and Human Services Agency

EXECUTION OF UNITED STATES DEPARTMENT OF HOMELAND SECURITY BIOWATCH PUBLIC HEALTH LABORATORY CRITICAL INFRASTRUCTURE AGREEMENT 70RWMD25P00000001

1. **Action Requested:**
   a. Enclosed for signature is the BioWatch Public Health Laboratory Critical Infrastructure Agreement (contract 70RWMD25P00000001), and pursuant to San Diego County Administrative Code Article VIII, Section 123, Clerk of the Board signature is required to execute the revenue agreement.
2. **Background:**
   a. The BioWatch project is funded by the United States Department of Homeland Security (DHS).
   b. On August 28, 2025, the Public Health Laboratory (PHL) was notified of an award of $90,000.00 to support BioWatch laboratory operations, which includes tracking and providing early critical warning responses to biological incidents.
   c. Urgent action is requested, as DHS requires that the executed agreement be submitted by 9/24/25.
   d. This program is full cost recovery.
   e. The term of the revenue agreement is September 27, 2025, through September 26, 2026.

Attachments include two (2) copies of the agreement. Please retain one copy for your records.

Please see attached agreement for electronic signature and send to Jacqueline Dazo by e-mail Jacqueline.Dazo@sdcounty.ca.gov. Please feel free to call Jacqueline Dazo at (858)-833-5585 if there are any questions.

Sincerely,

KIMBERLY GIARDINA, D.S.W., M.S.W.
Deputy Chief Administrative Officer
Health and Human Services Agency

HEALTH AND HUMAN SERVICES AGENCY
PUBLIC HEALTH SERVICES
5530 OVERLAND AVENUE, SUITE 210, MS P-578
SAN DIEGO, CA 92123-1261
(619) 531-5800 • FAX (619) 542-4186

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

ELIZABETH A. HERNANDEZ, PhD
DIRECTOR

SAYONE THIHALOLIPAVAN, MD, MPH
PUBLIC HEALTH OFFICER

September 16, 2025

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

FROM: Elizabeth A. Hernandez, PhD, Director
Public Health Services

EXECUTION OF UNITED STATES DEPARTMENT OF HOMELAND SECURITY BIOWATCH PUBLIC HEALTH LABORATORY CRITICAL INFRASTRUCTURE AGREEMENT 70RWMD25P00000001

1. **Action Required:**
   a. Agency Director's signature is requested on the cover letter to the Clerk of the Board (COB).

2. **Background:**
   a. On August 28, 2025, US Department of Homeland Security (DHS) notified County of San Diego Public Health Laboratory (PHL) of an award of $90,000.
   b. Urgent action is requested, as DHS requires that the executed agreement be submitted by 9/24/25.
   c. The agreement provides critical infrastructure funds to PHL for continued operations.
   d. The county benefits from this action by obtaining funding that will support the laboratory's continued hosting of BioWatch laboratory operations.
   e. This agreement supports the Living Safety component of the County of San Diego Health and Human Services Agency Live Well San Diego vision by tracking and providing early critical warning responses to biological incidents.
   f. Term of the Agreement September 27, 2025, through September 26, 2026.
   g. Fiscal Impact: $90,000.00.

3. **Reason for Requested Action and Impact:**
   a. Pursuant to County Administrative Code Article VIII, Section 123, Clerk of the Board's signature is required on the revenue agreement.

Thank you for your assistance. Please contact Jacqueline Dazo at 858-833-5585 or Jacqueline.Dazo@sdcounty.ca.gov if you have any questions.

Hernandez, Elizabeth A.
Digitally signed by Hernandez, Elizabeth A.
Date: 2025.09.16 14:32:16 -07'00'

ELIZABETH A. HERNANDEZ, PhD, Director
Public Health Services

EH/jd
Attachments

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

Date: 9/24/25 Department: Health and Human Services Agency

Contract Begin Date: 9/27/25 End Date: 9/26/26 Grant: Yes

*Oracle Award #: 506185 Org #: 45075 Amount: 90,000

Contact Person: Jacqueline Dazo Phone #: (858) 833-5585

Contracting Agency/Grantor: U.S. Department of Homeland Security

Description: BioWatch Program to provide overarching technical and management support in the public health laboratories hosting BioWatch laboratory operations. Laboratory operations provides capabilities to analyze collected samples to detect the presence of select biological agents

☒ 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: 2025.09.16 15:57:59 -07'00' Date:

Approved By:

Group Finance Director: Date: 9/19/25

County Counsel: Katherine Hart Digitally signed by Katherine Hart Date: 2025.09.03 16:04:34 -07'00' Date:

Chief Administrative Officer: Date: 09/18/25

Office of Financial Planning: Owen Ligayon Date: 9/19/2025

* 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: OL OFP#: 26-26

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: RWOS-25-0059

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
70RWMD25P00000001	09/27/2025			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Grimm, William		

9. ISSUED BY — CODE 70RWMD

Office of Procurement Operations (OPO)
U.S. Dept. of Homeland Security, 301 7th Street SW,
Mailstop 0115, MGMT/OPO/Mailstop 0115
Washington, DC, 20528-0115, US

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: 0 % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541380

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS: Net Days - 30

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION: [ ] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

See Schedule

16. ADMINISTERED BY — CODE 70RWMD

Office of Procurement Operations (OPO)
U.S. Dept. of Homeland Security
Washington, DC, 20528-0115, US

17a. CONTRACTOR/ OFFEROR — CODE KTWAJNF4SJE5 — FACILITY CODE 3WAQ1

COUNTY OF SAN DIEGO
DBA: PUBLIC HEALTH SERVICES
5469 KEARNEY VILLA RD, STE 2000
SAN DIEGO, CA, 92123, US

TELEPHONE NUMBER

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE CWMD03

U.S. Coast Guard Finance Center - CWMD
CWMD Invoices, PO Box 4111, Email:
FIN-SMB-CWMDInvoices@uscg.mil
Chesapeake, VA, 23327, US

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See Schedule

26. TOTAL AWARD AMOUNT *(For Government Use Only)*: $90,000.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*: Andrew Potter, Clerk of the Board of Supervisors

30c. DATE SIGNED: 9/22/26

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Grimm, William

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 09/19/2025
Deputy Clerk of the Board Supervisors

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

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Section II: Continuation of SF1449

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Firm Fixed Price Purchase Order for DHS CWMD Biodetection activities support in accordance with the Statement of Work.	90000	Dollars, U.S.
Contract Type:Firm Fixed Price				
			Unit Price	$1.00
			Extended Price	$90,000.00
	Description:			
Purchase Requisitions		RWOS-25-0059		
			ACRN	
			Funded Amount	$90,000.00

IDC Type: Not Applicable
FSC Codes: B599 SPECIAL STUDIES/ANALYSIS- OTHER
NAICS Code: 541380 Testing Laboratories

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/27/25	9/26/26	Countering Weapons of Mass Destruction/MS0315 Mail Stop 0315 Department of Homeland Security 301 7th Street SW Washington DC US 20528

Total Award Amount: $90,000.00
The Total Obligated Amount: $90,000.00

The Obligated Amount is broken down by line of accounting as follows:

Contract ACRN:	LOA: 2025|0411000B032527DD|R120R000R000|CNS000|CWM1BIOF05|260086|61000000|CNS000|FBIO SUP257|000000|000000|000000|000000|0|0|0|0
Amount:$90,000.00	
Clin 0001:$90,000.00	

DEPARMENT OF HOMELAND SECURITY (DHS)
Countering Weapons of Mass Destruction Office
Statement of Work For
BIOWATCH LABORATORY TECHNICAL AND MANAGEMENT SUPPORT

1.0 PURPOSE

The Department of Homeland Security (DHS), Countering Weapons of Mass Destruction Office (CWMD), supports the BioWatch Program. This solicitation is to procure services to provide overarching technical and management support in the public health laboratories hosting BioWatch laboratory operations.

2.0 BACKGROUND

The DHS Countering Weapons of Mass Destruction Office (CWMD) leads DHS efforts and coordinates with domestic and international partners to safeguard the United States against chemical, biological, radiological, and nuclear threats. The BioWatch program supports this mission by operating an aerosol detection system that provides early warning across all levels of government, which in turn supports public health and emergency management communities to prepare for and respond to a biological incident. Originating in 2003, the program successfully functions in more than 30 metropolitan statistical areas (MSAs) across the United States (U.S.) as the result of close collaboration among local, state, tribal, and federal partners that operate the system and/or leverage its results. By receiving early warning of an intentional release of a biological agent or agents, public health, law enforcement, emergency management, and other local and state officials can initiate a rapid-needs assessment and transition to appropriate emergency response, medical care, and consequence management activities. The combination of early warning and rapid public health response can potentially reduce the morbidity and mortality from the intentional aerosol release of a biological agent.

The BioWatch Program consists of distinct operational components including field, laboratory, and public health. Field operations conduct daily collection of air filter samples for delivery to a state or local public health laboratory associated with the Laboratory Response Network for Biological Threats (LRN-B) managed by the Centers for Disease Control and Prevention. The public health component develops response plans and manages the local public response in the event of a BAR. Laboratory operations provide capabilities to analyze collected samples to detect the presence of select biological agents and report the results. The BioWatch Program Office supports laboratory staffing in state and local PHLs, either through a staffing contract or through Cooperative Agreement funding to the local jurisdiction, to perform the BioWatch laboratory analysis under the guidance of the local PHL Director.

3.0 SCOPE

The scope of this purchase order includes technical oversight and infrastructure support for the following activities:

- Local oversight of BioWatch laboratory operations at the PHL by the PHL Director or designee;

- Data review, interpretation, and decision making by PHL Director or designee;
- Local Quality Assurance (QA) oversight of BioWatch related laboratory activities;
- Cross-training of personnel for response to a surge event;
- Laboratory infrastructure support (space, IT network, security, waste disposal, document management system);
- Defray a portion of the costs associated with the purchase, maintenance, operation, and utilization of the city laboratories, including but not limited to, infrastructure, equipment, supplies, software, and hardware systems used for performing public health surveillance tests;
- (OPTIONAL) Multi-center studies for new technologies and/or procedures; and
- (OPTIONAL) QA or laboratory trainings to support robust laboratory practices in the PHL for staff working on BioWatch operations.

Laboratory support may be utilized for at least one of the activities listed above. There is no requirement that all activities listed above must be used.

4.0 Government Furnished Resources

DHS will provide certain information, materials, and forms unique to DHS to the PHL to support laboratory analysis of BioWatch samples. Such DHS-provided information, materials, and forms shall remain the property of DHS, unless otherwise indicated in writing by DHS, and may not be distributed without DHS' prior written permission.

4.1 DHS will provide Government furnished property (GFP) to the PHL for conducting BioWatch laboratory operations. This includes equipment, supplies, and reagents associated with the daily processing and analysis of BioWatch samples. The PHL will maintain appropriate property management of the GFP, as described in the associated terms and conditions.

4.2 DHS will provide information and documentation to the PHL relevant to conducting BioWatch laboratory operations. This includes BioWatch laboratory protocols, BioWatch Program response guidance documents, and other applicable BioWatch Program policies.

4.3 The performer will be required to access or produce only unclassified information under this Statement of Work.

5.0 Place of Performance

Work under this statement of work shall be performed at:
San Diego County Health & Human Services Agency, Public Health Laboratory
5540 Overland Ave.
San Diego, CA 92123

6.0 Points of Contact

- DHS Contracting Officer
  William Grimm

Department of Homeland Security
Office of Procurement Operations
Contracting Officer
Washington, DC 20528
Office: (202) 601-9823
Email: William.Grimm@hq.dhs.gov

- DHS CWMD Technical Representative and DHS Contracting Officer's Representative
  Dr. Eric Jamoom
  CDR, USPHS
  Director of BioWatch Laboratory Operations
  Countering Weapons of Mass Destruction Office
  U.S. Department of Homeland Security
  Cell: (202) 597-4695
  Email: Eric.Jamoom@hq.dhs.gov

- DHS Alternate Contracting Officer's Representative
  CDR Michelle Hohensee, USPHS
  Director of BioWatch Surge Operations
  Countering Weapons of Mass Destruction Office
  U.S. Department of Homeland Security
  Cell: (202) 948-3936
  Email: Michelle.Hohensee@hq.dhs.gov

- DHS CWMD Financial Representative
  Mr. Shikerra Timpson
  Countering Weapons of Mass Destruction Office
  U.S. Department of Homeland Security
  Washington, DC 20528
  Office: (202) 254-7125
  Cell: (202) 924-9040
  Email: shikerra.timpson@hq.dhs.gov

Attachment IV - Terms & Conditions

Clause	Description
FAR 52.204-13	System for Award Management Maintenance. (OCT 2018)
FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)
FAR 52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023)
FAR 52.233-1	Disputes (MAY 2014)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.245-1	Government Property (Sep 2021)
FAR 52.245-9	Use and Charges (APR 2012)

(End of clause)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Jan 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

__ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

__ (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

__ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

__ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

__ (21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

__ (22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

__ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

__ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (34)

(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

__ (35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (Jul 2014) of 52.222-35.

__ (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (Jul 2014) of 52.222-36.

__ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

__ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of

subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

HSAR 3052.212-70 - Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (JUL 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

_____3052.216–70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

_____3052.219–72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

_____3052.247–70 F.o.B. Origin Information.

_____Alternate I

_____Alternate II

_____3052.247–71 F.o.B. Origin Only.

_____3052.247–72 F.o.B. Destination Only.

Clauses.

_____3052.203–70 Instructions for Contractor Disclosure of Violations.

_____3052.204–71 Contractor Employee Access.

_____Alternate I

_____Alternate II

_____3052.204–72 Safeguarding of Controlled Unclassified Information.

_____3052.204–73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.

_____3052.205–70 Advertisement, Publicizing Awards, and Releases.

_____Alternate I

_____3052.209–72 Organizational Conflicts of Interest.

_____3052.209–73 Limitation on Future Contracting.

_____3052.215–70 Key Personnel or Facilities.

_____3052.216–71 Determination of Award Fee.

_____3052.216–72 Performance Evaluation Plan.

_____3052.216–73 Distribution of Award Fee.

_____3052.217–91 Performance. (USCG)

_____3052.217–92 Inspection and Manner of Doing Work. (USCG)

_____3052.217.93 Subcontracts. (USCG)

_____3052.217.94 Lay Days. (USCG)

_____3052.217–95 Liability and Insurance. (USCG)

_____3052.217–96 Title. (USCG)

_____3052.217.97 Discharge of Liens. (USCG)

_____3052.217–98 Delays. (USCG)

_____3052.217–99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

_____3052.217–100 Guarantee. (USCG)

_____3052.219–71 DHS Mentor Protégé Program.

_____3052.228–70 Insurance.

_____3052.228–90 Notification of Miller Act Payment Bond Protection. (USCG)

_____3052.228–91 Loss of or Damage to Leased Aircraft. (USCG)

_____3052.228.92 Fair Market Value of Aircraft. (USCG)
_____3052.228–93 Risk and Indemnities. (USCG)

_____3052.236–70 Special Provisions for Work at Operating Airports.

___X___3052.242–72 Contracting Officer's Representative.

_____HSAR 3052.249–90 Contract Termination (USCG).

(End of clause)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the *Contracting Officer* will make their full text available. Also, the full text of a clause *may* be accessed electronically at this/these address(es): WWW.acquisition.gov

52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this *solicitation* or contract of any Federal *Acquisition* Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this *solicitation* or contract of any Federal Acquisition Regulation 48 CFR, Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES

(DEVIATION 20-05) (JUL 2024)

(a) *Definitions.* As used in this clause-
Kaspersky Lab covered article means any hardware, software, or service that–

(1) Is developed or provided by a Kaspersky Lab covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means–

(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(DEVIATION 20-05) (DEC 2020)

(a) *Definitions.* As used in this clause-

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The People's Republic of China. "Covered

telecommunications equipment or services" means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

(l) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(l)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(l)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.clod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(l) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

INVOICING INSTRUCTIONS

Please follow the invoicing instructions below to ensure prompt payment for your laboratory. Attached is an invoice format you can use if your organization does not have a format for an invoice. Once filled out, please email the invoice for the full amount to **FIN-SMB-CWMDInvoices@uscg.mil**

- Payment for all line items will be made by:
  U.S. Coast Guard Finance Center-CWMD
  CWMD Invoices, P.O. Box 4111
  Chesapeake, VA 23327, US

We suggest using the "read receipt" feature when submitting an invoice via email. Also, please copy on the email:

- Eric Jamoom, PhD (Eric.Jamoom@hq.dhs.gov)
- William Grimm (William.Grimm@hq.dhs.gov)
- Shikerra Timpson (Shikerra.Timpson@hq.dhs.gov)

The invoice must reflect purchases made or services provided during the period of performance (September 27, 2025 – September 26, 2026). We recommend that an invoice for the full amount be submitted as soon as possible following provision of services, **preferably by September 30, 2026**, the end of the 2026 Federal Government Fiscal Year.

The following pieces of information MUST be included in your invoice to maintain compliance with Federal Acquisition Regulation CFR 32.905 Payment Documentation and Process: If the information is not included DHS will reject your invoice and you will not receive payment within the specified time frame of 30 days. This also means that the 30-day payment clock will be reset when your invoice is re-submitted with the correct information.

The following information is required:

- Name/address of vendor
- Invoice date
- Invoice number
- Contract/purchase order number
- Description of services provided, including associated dates
- Name/address of contractor official associated with the purchase order
- Taxpayer Identification Number
- Unique Entity Identifier (UEI)
- Banking information (when applicable)

NOTE: If you have not heard from the government or been paid within 30 days, it is **your** responsibility to ensure that the government entity received the document with all pertinent information. Labs should not submit both an invoice and public voucher. The submission of both documents may cause a delay in processing and potentially produce duplicate payments.

1 BFC Received: _____

LABORATORY SUPPORT: INVOICE FOR SERVICES

Title of Contract: BioWatch Laboratory Support

2 Date of Invoice:

3 Invoice Number:

4 Order Number: *<insert Purchase Order block 3 number here>*

5 Requisition/ Reference Number: *<insert Purchase Order block 4 number here>*

6 Contractor: (Name and Physical Address of Laboratory)

Name:
Address 1:
Address 2:
City, State, Zip:

7 Send Payment To: (Name, Title and Physical Address)

Name:
Address 1:
Address 2:
City, State, Zip:

8 Name, Title and Phone Number of Person to Notify regarding questions regarding this submitted invoice.

Name, Title
Phone Number _____

9 Period of Performance: (Beginning and Completion Dates of Project Financed with this Invoice)

From _____ to _____

10 Lab's Unique Entity Identifier (as registered in the Systems of Awards Management (SAM))

_____

11 Invoiced Amount	Amount: This Invoice	Cumulative Billed
Labor		
CLIN 0001	$ 90,000.00	$ 90,000.00
INVOICE TOTAL	$ 90,000.00	

12 Electronic Funds Transfer (EFT) Banking Information

Account Name:
Bank Name:
Bank Transit Number:
Account Number:

CERTIFICATION: I certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent payments made by the Contractor except tas otherwise authorized in the payment provisions of the contract, and properly reflect the work performed.

Signed: _____ Title: _____

Date: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: RWOS-25-0059

2. CONTRACT NUMBER: 70RWMD25P00000001

3. AWARD/EFFECTIVE DATE: 09/27/2025

4. ORDER NUMBER:

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Grimm, William

b. TELEPHONE NUMBER *(No collect calls)*:

8. OFFER DUE DATE/ LOCAL TIME:

9. ISSUED BY — CODE: 70RWMD

Office of Procurement Operations (OPO)
U.S. Dept. of Homeland Security, 301 7th Street SW,
Mailstop 0115, MGMT/OPO/Mailstop 0115
Washington, DC, 20528-0115, US

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: 0 % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541380

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS: Net Days - 30

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) [ ]

13b. RATING

14. METHOD OF SOLICITATION: [ ] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE:

See Schedule

16. ADMINISTERED BY — CODE: 70RWMD

Office of Procurement Operations (OPO)
U.S. Dept. of Homeland Security
Washington, DC, 20528-0115, US

17a. CONTRACTOR/ OFFEROR — CODE: KTWAJNF4SJE5 — FACILITY CODE: 3WAQ1

COUNTY OF SAN DIEGO
DBA: PUBLIC HEALTH SERVICES
5469 KEARNEY VILLA RD, STE 2000
SAN DIEGO, CA, 92123, US

TELEPHONE NUMBER

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE: CWMD03

U.S. Coast Guard Finance Center - CWMD
CWMD Invoices, PO Box 4111, Email:
FIN-SMB-CWMDInvoices@uscg.mil
Chesapeake, VA, 23327, US

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See Schedule

26. TOTAL AWARD AMOUNT *(For Government Use Only)*: $90,000.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*: Andrew Potter, Clerk of the Board of Supervisors

30c. DATE SIGNED: 9/22/25

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Grimm, William

31c. DATE SIGNED:

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 9/19/2025
Deputy Clerk of the Board Supervisors

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF STRATEGY AND COMMUNITY ENGAGEMENT
1600 PACIFIC HIGHWAY STE 206, SAN DIEGO CA 92101-2400
(619) 685-2214

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

CAREY RICCITELLI
DIRECTOR

COSD CLERK OF THE BOARD
2025 SEP 15 PM4:42

September 10, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

EXECUTION OF REVENUE AGREEMENT PS26005 WITH THE STATE OF CALIFORNIA, OFFICE OF TRAFFIC SAFETY

Pursuant to Administrative Code section 123, enclosed is the copy of the revenue agreement with the State of California, Office of Traffic Safety (OTS) for the Pedestrian and Bicycle Safety Program for your execution. The revenue agreement provides funding in the amount of $125,000.00 for the term of October 1, 2025, to September 30, 2026.

The funding will be utilized to promote pedestrian and bicycle safety through education project, Walk-N-Roll San Diego, to reduce the high incidence of collisions and injuries in San Diego County. The project will leverage partnerships with existing community groups and utilize the best practice strategies to increase the safety of residents. This supports the *Live Well San Diego* vision by providing integrated services to increase safety.

A waiver of Board Policy B-29, Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery is requested as the benefits to the community far outweigh the unreimbursed costs of $1,250.00. Unreimbursed costs will be funded by General Purpose Revenue.

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

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

Kimberly.Giardina@sdcounty.ca.gov Digitally signed by Kimberly.Giardina@sdcounty.ca.gov Date: 2025.09.11 15:20:29 -07'00'

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer

KG/kp
Attachments

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

Date: 8/22/25 Department: Strategy and Community Engagement

Contract Begin Date: 10/1/25 End Date: 9/30/26 Grant: Yes

*Oracle Award #: 500451 Org #: 46505 Amount: $125,000

Contact Person: Tina Bagsic Phone #: 619-380-0005

Contracting Agency/Grantor: Office of Traffic Safety

Description: Pedestrian and bicycle safety education project, Walk-N-Roll, to address the high incident of collision rates and injuries.

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

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

Department Approval: Riccitelli, Carey Digitally signed by Riccitelli, Carey Date: 2025.09.03 11:33:53 -07'00' Date:

Approved By:

Group Finance Director: Date:

County Counsel: Anjana.Pottathil@sdcounty.ca.gov Digitally signed by Anjana.Pottathil@sdcounty.ca.gov Date: 2025.09.04 14:59:10 -07'00' Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

---

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

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

OFP USE ONLY
Init: OFP#:

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

Date: 8/22/25 Department: Strategy and Community Engagement

Contract Begin Date: 10/1/25 End Date: 9/30/26 Grant: Yes

*Oracle Award #: 500451 Org #: 46505 Amount: $125,000

Contact Person: Tina Bagsic Phone #: 619-380-0005

Contracting Agency/Grantor: Office of Traffic Safety

Description: Pedestrian and bicycle safety education project, Walk-N-Roll, to address the high incident of collision rates and injuries.

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

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

Department Approval: Riccitelli, Carey Digitally signed by Riccitelli, Carey Date: 2025.09.03 11:33:53 -07'00' Date:

Approved By:

Group Finance Director: Amy Thompson Digitally signed by Amy Thompson Date: 2025.09.09 21:40:35 -07'00' Date:

County Counsel: See attached Date:

Chief Administrative Officer: [signature] Date: 9/10/25

Office of Financial Planning: [signature] Date: 9/15/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-22

PEDESTRIAN AND BICYCLE SAFETY

COMMUNITY ACTION PARTNERSHIP

SAN DIEGO COUNTY, HEALTH AND HUMAN SERVICES AGENCY

Grant Agreement: PS26005

BUDGET	AMOUNT
Personnel Costs	$ -
Travel Costs	$ -
Contractual Services	$ 125,000.00
Equipment	$ -
Other Direct Costs	$ -
Indirect Costs	$ -
TOTAL BUDGET	**$ 125,000.00**

County of San Diego
Revenue Fact Sheet

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

ACCOUNT NUMBER ASSIGNED: 458AX

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

2. Requested Revenue Account Title: 458AX FED DOT 20.616 NATIONAL PRIORITY SAFETY PROGRAMS

3. Anticipated Annual Revenue: $ 250,000

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

5. A. Source of Revenue: ◉ Federal ○ Federal ARRA* Stimulus ○ State ○ Public Agency ○ Individual ○ Other
   * ARRA - American Recovery and Reinvestment Act of 2009
   Please Explain: Funding is administered by the State of California, Office of Traffic Safety.

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

   C. Form of Revenue: ◉ Grant ○ Subvention ○ Fee ○ License ○ Contract ○ Other
   If Fee or License, indicate amount: $
   Please Explain: The grant is with the State of California, Office of Traffic Safety. It is a competitive grant.

   D. Service Provided: Child vehicle safety education and child safety car seats to low-income population.

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

   F. How is the Revenue Received: ◉ Reimbursements ○ Advances ○ Other
   Please Explain: Program invoices State of California, Office of Traffic Safety (OTS) on a quarterly basis.

   G. When is the Revenue Received: ○ Annually ◉ Quarterly ○ Monthly ○ Daily ○ Other
   Please Explain: Reimbursement is received based on a quarterly invoices submitted to OTS.

6. Cost Recovery: ○ Full Recovery ○ A-87 ◉ Other
   Please Explain: This revenue doesn't fully cover program costs, with ISF charges applied to GPR. If available, Discretionary Funding from the Community Services Block Grant covers the ISF..

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Riccitelli, Carey Digitally signed by Riccitelli, Carey Date: 2025.01.23 16:53:31 -08'00' Date: 01/23/2025

RevFactSht Rev. 05/2009

California Office of Traffic Safety (OTS)
Pedestrian and Bicycle Safety
B-29 Costs
FFY 2025 -2026

Staffing	
Salaries	$ -
Benefit @ 72.82%	-
TOTAL S&B	-
Services and Supplies	
Travel Costs	-
Contractual Costs	125,000
Equipment	
Other Direct Costs	-
Travel	
Contract ISF -DPC of 1%	1,250
TOTAL S&S	$ 126,250
TOTAL DIRECT COSTS	$ 126,250
INDIRECT COSTS	
Internal Indirects	$ -
External Indirects	-
TOTAL INDIRECTS	-
TOTAL COSTS (B23+B29)	$ 126,250
REVENUE	
Direct Revenue Allowed	125,000
Indirect Revenue Allowed	-
TOTAL REVENUE	$ 125,000
Unrecovered Direct Cost	1,250
Unrecovered Indirect Cost	-
Total B-29 Costs	$ 1,250

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

County of San Diego

SUSAN BRAZEAU
DIRECTOR

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

August 26, 2025

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

STATEMENT OF COVERAGE FOR INSURANCE

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

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

State of California / Office of Traffic Safety

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

County of San Diego, Health & Human Services Agency Grant Agreement, Grant Number PS26005 for Pedestrian and Bicycle Safety Program

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

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

Mindy Ard

Mindy Ard
Human Resources Analyst
County of San Diego

August 26, 2025
Date

1. GRANT TITLE
Pedestrian and Bicycle Safety Program

2. NAME OF AGENCY
San Diego County Health & Human Services Agency - CAP

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Community Action Partnership

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $125,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Carey Riccitelli
TITLE: Director, Agency Operations
EMAIL: carey.riccitelli@sdcounty.ca.gov
PHONE: (619) 515-6574
ADDRESS: 1255 Imperial Avenue, Suite 730
San Diego, CA 92101

Carey Riccitelli
Carey Riccitelli (Sep 25, 2025 08:57:48 PDT)
(Signature) — Sep 25, 2025 (Date)

B. AUTHORIZING OFFICIAL
ADDRESS: Andrew Potter
Clerk of the Board of Supervisors
andrew.potter@sdcounty.ca.gov
(619) 531-5431
1600 Pacific Highway, Room 402
San Diego, CA 92101

(Signature) — Oct 1, 2025 (Date)

C. FISCAL OFFICIAL
ADDRESS: Toan (Tony) Pham
Revenue & Budget Manager
toan.pham@sdcounty.ca.gov
(619) 481-1810
1255 Imperial Avenue, Suite 618
San Diego, CA 92101

(Signature) — Sep 29, 2025 (Date)

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) — Oct 1, 2025 (Date)

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: Deputy Clerk of the Board Supervisors Date: 10/1/2025

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: ZGGDMNHLDLB4 REGISTERED ADDRESS: 5500 Overland Ave, Suite 410 CITY: San Diego ZIP+4: 92123-1202

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405g PS-26	20.616	0521-0890-101	2025	04/25	BA/25	$125,000.00
				AGREEMENT TOTAL		**$125,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	AMOUNT ENCUMBERED BY THIS DOCUMENT **$125,000.00**
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE Carolyn Vu (Oct 1, 2025 10:39:17 PDT)	DATE SIGNED Oct 1, 2025
	TOTAL AMOUNT ENCUMBERED TO DATE **$125,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The County of San Diego is currently facing a significant challenge with the rising number of pedestrian and bicyclist fatalities and injuries on its roadways. Recent data indicates that certain communities within the county are disproportionately affected, with higher incidences of crashes involving these vulnerable road users. This trend poses a serious public health concern and highlights the urgent need for targeted interventions in San Diego. Pedestrian and bicyclist incidents are often concentrated in neighborhoods with a high density of school-aged children and older adults, demographics that are particularly susceptible to road-related injuries. These populations frequently rely on non-motorized transportation, yet they lack adequate infrastructure and education to navigate roadways safely. The gap in resources and awareness exacerbates the risk of crashes, making it crucial to implement evidence-based strategies to mitigate this issue.

The County of San Diego's Community Action Partnership (CAP), through its biennial Community Needs Assessment (CNA) conducted in 2023, identified transportation as a priority issue that impacts health, safety, and well-being. The proposed grant will focus on best practice strategies that include classroom education, bike rodeos, community events, and workshops aimed at promoting safe behaviors among both pedestrians and cyclists. By conducting these initiatives in high-crash areas, we can directly address the needs of vulnerable populations and foster safer community environments. Additionally, coordinated efforts such as Safe Routes to School initiatives and the Safe System Approach will be prioritized, emphasizing collaboration with community-based organizations to enhance outreach and education The impact of this grant will extend across the County of San Diego, particularly in jurisdictions where pedestrian and bicycle-related crashes are prevalent. By reducing fatalities and injuries among these vulnerable road users, we aim to create a safer transportation network that benefits all residents. This initiative not only aligns with public safety goals but also promotes healthier, more sustainable modes of transport, contributing to the overall well-being of our communities.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
According to the 2022 OTS Crash Rankings Index, San Diego County ranked 9th among Group A cities (with populations exceeding 250,000) in California, with a total of 556 pedestrians killed and injured. Additionally, it ranked 11th for pedestrians aged 65 and older, with 60 incidents reported. The county also recorded 334 bicyclists killed and injured, placing it 7th among all Group A cities in the state. Data from the County's Public Health Services (PHS) Community Health Statistics Unit, utilizing the Transportation Injury Mapping System (TIMS), shows an average of 1,629 injury crashes involving pedestrians and bicyclists each year from 2021 to 2023. In 2023 alone, crashes resulted in the deaths of 83 pedestrians and 4 bicyclists, while causing injuries to 950 pedestrians and 831 bicyclists. It's important to note that some of the data from PHS for 2023 is provisional and may not account for all injury crashes.

According to the Centers for Disease Control and Prevention (CDC) Transportation Policy Recommendations in 2010, "Expanding the availability of, safety for, and access to a variety of transportation options and integrating health-enhancing choices into transportation policy has the potential to save lives by preventing chronic diseases, reducing and preventing motor-vehicle-related injury and deaths, improving environmental health, while stimulating economic development, and ensuring access for all people."

Programs such as Walk-N-Roll can offer educational activities in areas of high pedestrian, bicyclist, and scooter use, bolstering safe active transportation options in our at-risk communities. Furthermore, the program targets specific groups, such as older adults, school aged children, and individuals with disabilities.

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

The increasing incidence of pedestrian and bicyclist fatalities and injuries poses a significant public safety threat, particularly affecting at-risk communities, older adults, school-aged children, and individuals with disabilities. These vulnerable populations often face barriers that exacerbate their risk on roadways, including limited access to safe infrastructure, lack of transportation alternatives, and heightened exposure to traffic due to their living conditions, the prevalence of unsafe streets and inadequate sidewalls contributes to a higher likelihood of crashes. Older adults, who may have mobility challenges, are particularly susceptible to severe outcomes from pedestrian and bicyclist incidents, as their reaction times and physical resilience may be compromised. School aged children, who often walk or bike to school, are at risk due to insufficient safety measures in school zones and surrounding neighborhoods. Additionally, disabled individuals face unique challenges that may prevent them from navigating roadways safely, resulting in increased vulnerability. As the number of pedestrian and bicyclist fatalities and injuries continues to rise, it is crucial to address the disparities faced by these populations. By identifying and mitigating the specific factors contributing to their risk, we can work towards creating safer environments that protect all community members, particularly those most affected by this pressing issue.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:	**Target Number**
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	9
3. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.	4
4. Conduct pedestrian and/or bicycle safety presentations.	21
5. Distribute pedestrian/bicycle safety items to increase safety and visibility at no cost to youth or community members in need, who received traffic safety education during bicycle rodeos, presentations, workshops, trainings, and community events. Report quarterly the dates and locations where pedestrian/bicycle safety items were distributed.	1
6. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events. Submit materials to PIO for approval and upload approved material.	1
7. Participate in Open Streets events with an effort to reach individuals. Open Streets are events that temporarily open streets to people by closing them to cars, are free of cost, and open to people of all ages and abilities.	3
8. Conduct pedestrian Walking Field Trips with an effort to reach adults.	3
9. Conduct bicycle helmet usage surveys pre and post-grant activities. Bicycle helmet usage surveys should occur at the start and end of the grant. A pre-survey will be required to determine the base year helmet use rate and a post-survey will	2

be required to determine the operational rate. Pre and post surveys should be conducted at the same location. Upload completed survey to GEMS.	
10. Participate in quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.	9
11. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
12. Conduct an Education and Outreach Campaign for Pedestrian, Bicycle and Scooter Safety, in an effort to reach individuals. Campaign is to focus on social media and public relations (PR) activities. PR activities may include public service announcements, social media, video or billboards. Outreach must include alternative methods as needed to connect to the disability community. Each social media and/or PR unit is to consist of a series of 3-5 activities/posts focused on a theme for the series.	10
13. Conduct Bicycle, Pedestrian, and/or Scooter Rodeos or Safety Courses with an effort to reach individuals.	5

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 or more (including tax and shipping) must comply with Buy America.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

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

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.

- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum

- Support contractor/subcontractor to reach full program implementation and operation with monthly reporting and monitoring of contract outcomes, beginning in October 2025.
- Contractor and/or subcontractor to work with selected non-profit(s) and public/private organizations already engaged in local traffic safety efforts, such as Vision Zero and community improvement efforts to meet the goals of the Walk-N-Roll Program.
- Contractor and/or subcontractor to establish services with local schools to provide education and outreach to students, focusing on Pedestrian, Bicycle and Scooter safety.

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

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.

- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum

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

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405g PS-26	20.616	Nonmotorized Safety Grants	$125,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
WalkNRoll Ped, Bike and Scooter Safety Education Program - $125,000	405g PS-26	$0.00	1	$0.00
> National and State Traffic Safety Campaigns	405g PS-26	$1,500.00	4	$6,000.00
> Open Streets Events	405g PS-26	$2,000.00	3	$6,000.00
> Bicycle Helmet Surveys	405g PS-26	$2,000.00	1	$2,000.00
> Skills Rodeos	405g PS-26	$3,400.00	5	$17,000.00
> Community Presentations	405g PS-26	$2,000.00	10	$20,000.00
> Classroom Presentations	405g PS-26	$2,000.00	6	$12,000.00
> Older Adult Presentations	405g PS-26	$2,000.00	5	$10,000.00
> Education and Outreach Campaign	405g PS-26	$1,400.00	10	$14,000.00
> Walking Field Trips	405g PS-26	$3,000.00	3	$9,000.00
> Stakeholder Meetings	405g PS-26	$1,200.00	9	$10,800.00
> Educational Materials Development	405g PS-26	$2,000.00	1	$2,000.00
> Traffic Safety Fairs and/or Community Events	405g PS-26	$1,800.00	9	$16,200.00
Category Sub-Total				$125,000.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				

				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$125,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES WalkNRoll Ped, Bike and Scooter Safety Education Program - $125,000 -
> National and State Traffic Safety Campaigns - Cost to include grant-funded planning and participation in the following campaigns, National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.
> Open Streets Events - Cost to include planning and participation in Open Streets events.
> Bicycle Helmet Surveys - Cost to include planning and conducting grant-funded pre-helmet usage and post-helmet usage surveys between the months of Oct (start of the grant) and Sept (end of the grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Upload completed survey to GEMS.
> Skills Rodeos - Cost to include planning and conducting grant-funded pedestrian, bicycle and/or scooter skills rodeos.
> Community Presentations - Cost to include planning and conducting grant-funded pedestrian, bicycle, scooter and/or active transportation safety presentations for community groups.
> Classroom Presentations - Cost to include planning and conducting grant-funded pedestrian, bicycle, scooter and/or active transportation safety presentations for students.
> Older Adult Presentations - Cost to include planning and conducting grant-funded pedestrian, bicycle, scooter and/or active transportation safety presentations for older adults.
> Education and Outreach Campaign - Cost to include planning and conducting a grant-funded education and outreach campaign for pedestrian, bicycle, scooter and/or active transportation safety with an emphasis on scooters. Campaign is to focus on public relations and media activities. Outreach must include alternative methods as needed to connect with the disability community.
> Walking Field Trips - Cost to include planning and conducting grant-funded pedestrian walking field trips with a focus on adults, senior citizens and disabled residents. A minimum of 1 field trip is to be focused on the disability community.
> Stakeholder Meetings - Cost to include grant-funded coordination and/or presentation at meetings with countywide stakeholders focused on Vision Zero, pedestrian, bicycle, scooter and/or active transportation safety. A minimum of 2 meetings are to be with stakeholders representing the disability community.
> Educational Materials Development - Cost to include the development and printing of grant-funded pedestrian, bicycle, scooter and/or active transportation safety education materials.
> Traffic Safety Fairs and/or Community Events - Cost to include grant-funded planning and participation in traffic safety fairs and/or community events with an emphasis on youth, older adults and the disability community.
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

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

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

GENERAL REQUIREMENTS

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

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

NONDISCRIMINATION
(applies to subrecipients as well as States)

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

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

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

GENERAL ASSURANCES

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

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

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

SPECIFIC ASSURANCES

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

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

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

   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

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

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

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

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

The Subgrantee will provide a drug-free workplace by:

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

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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

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

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

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

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

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

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

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

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

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

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

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

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

BUY AMERICA
(applies to subrecipients as well as States)

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

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

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

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

DISCLOSURE REQUIREMENTS

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

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

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

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

SAN DIEGO COUNTY FIRE
IN COOPERATION WITH CAL FIRE

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

www.sdcountyfire.org

TONY MECHAM
FIRE CHIEF

JEFF COLLINS
DIRECTOR, FIRE PROTECTION DISTRICT

PALOMA AGUIRRE
SUPERVISOR, DISTRICT 1

JOEL ANDERSON
SUPERVISOR, DISTRICT 2

TERRA LAWSON-REMER
SUPERVISOR, DISTRICT 3
CHAIR

MONICA MONTGOMERY STEPPE
SUPERVISOR, DISTRICT 4
Vice Chair

JIM DESMOND
SUPERVISOR, DISTRICT 5

September 11, 2025

To: Andrew Potter, Clerk of the Board of Supervisors
Clerk of the Board

COSD CLERK OF THE BOARD
2025 SEP 18 AM9:44

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

Dear Mr. Andrew Potter,

On April 9, 2024 FP (01), the Board of Directors authorized the Clerk of the Board of Supervisors (COB), on behalf of the San Diego County Fire Protection District (SDCFPD), to execute a revenue agreement with Network Providers, LLC, an affiliate of Health Net Federal Services, a California Department of Corrections and Rehabilitation (CDCR) contracted healthcare provider, for ambulance transportation services provided by the SDCFPD from the CDCR correctional facility. This agreement has been extended for an additional year from 10/1/2025 – 9/30/2026.

The revenue agreement has been approved and signed by County Counsel and is attached for your review and signature.

Please return one (1) copy of the executed agreement to Melissa Keane at Mail–Stop O25 and email an electronic copy to her at melissa.keane@sdcounty.ca.gov

Please reach out to Marc Regier at Marc.Regier@sdcounty.ca.gov or 858-514-3224 with any questions.

Thank you,

Jeff Collins
Director, San Diego County Fire Protection District

COUNTY OF SAN DIEGO
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
TUESDAY, APRIL 09, 2024

MINUTE ORDER NO. 1

SUBJECT: ESTABLISHING REVENUE AGREEMENT FOR SERVICES WITHIN THE SAN DIEGO COUNTY FIRE PROTECTION DISTRICT GROUND AMBULANCE SERVICE AREA (DISTRICTS: ALL)

OVERVIEW

On May 23, 2023 (FP 01), the Board of Directors authorized the San Diego County Fire Protection District's (SDCFPD) Executive Director, or designee, to enter into an agreement with the County of San Diego to exclusively provide and/or manage emergency ambulance transportation services in the areas where the County has, or will have, the responsibility for ambulance transportation services. On September 30, 2023, the SDCFPD Ground Ambulance Service Area (ASA) became operational through a public-private partnership with CAL FIRE and American Medical Response (AMR). The SDCFPD became responsible for billing for ambulance transports and minimizing the financial impact to the County of San Diego.

Within the ASA exists large congregate care facilities with volumes of patients needing emergency and non-emergency ambulance transportation to local hospitals. One of the largest prisons is the California Department of Correction's (CDCR) R.J. Donovan facility in East Otay Mesa. In the first six months the ASA has been operational, there have been an average of 157 monthly ambulance transports from the facility. Penal Code Section 5023.5 provides statutory limits on reimbursements for ambulance transports, which is capped at 120% of the Medicare rate. Without a contract for services, a provider may only be reimbursed for 100% of Medicare. There is currently no such contract in place with the SDCFPD.

Today's request is for the Board of Directors to approve a revenue agreement of up to $3.0 million annually between SDCFPD and Network Providers LLC, an affiliate of Health Net Federal Services, a CDCR-contracted healthcare provider, for ambulance transportation reimbursement. It also includes a request to waive Board Policy B-29 Fees, Grants, Revenue Contracts-Department Responsibility for Cost Recovery, which requires prior approval and full cost recovery for revenue agreements.

RECOMMENDATION(S)
EXECUTIVE DIRECTOR

1. Authorize the Clerk of the Board of Supervisors, on behalf of the San Diego County Fire Protection District, to execute a revenue agreement, upon receipt, with Network Providers, LLC, an affiliate of Health Net Federal Services, a California Department of Corrections and Rehabilitation contracted healthcare provider, in an amount up to $3.0 million annually, for ambulance transportation services to ensure the San Diego County Fire Protection District collects at least 120% of the Medicare reimbursement rate through December 31, 2033.

2. Authorize the Executive Director, or designee, of the San Diego County Fire Protection District to execute all required documents, including any extensions, amendments, 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 which requires prior approval and full cost recovery for revenue agreements.

EQUITY IMPACT STATEMENT
Advanced (paramedic) and Basic (Emergency Medical Technician) Life Support ambulances are critical components to an emergency medical services (EMS) system that seeks to reduce health disparities in our region. Maximizing revenue from health insurance companies and congregate care facilities ensures the San Diego County Fire Protection District Ground Ambulance Service Area has the financial resources to provide an equitable level of ambulance coverage in unincorporated communities.

SUSTAINABILITY IMPACT STATEMENT
Approving revenue agreements supports a San Diego County Fire Protection District Ground Ambulance Service Area that is fiscally sustainable and provides for just and equitable access to County resources.

FISCAL IMPACT
Funds for this request are partially included in the Fiscal Year 2023-24 Operational Plan for San Diego County Fire Protection District and are based on the current rate. Funds for Fiscal Year 2024-25, estimated at $3,000,000, are included in the Fiscal Years 2024-26 CAO Recommended Operational Plan for the San Diego County Fire Protection District. Funds for subsequent years will be included in future Operational Plans for San Diego County Fire Protection District based on estimated costs and revenue for each year within the term of the agreement. There is no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT
N/A

ACTION:
ON MOTION of Director Montgomery Steppe, seconded by Director Anderson, the Board of Directors of the San Diego County Fire Protection District 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 San Diego County Fire Protection District.

ANDREW POTTER
Clerk of the Board of Directors

Signed by Andrew Potter

LETTER OF AGREEMENT
Between
Network Providers, LLC
And
San Diego County Fire Protection District

This Letter of Agreement ("LOA" or "Agreement") is between Network Providers, LLC ("NPLLC") and **San Diego County Fire Protection District** ("Provider") for ambulance services rendered between the dates of **April 15, 2024, to September 30, 2025.**

1. DEFINITIONS

1.1 **California Department of Corrections and Rehabilitation (CDCR).** The State of California Department of Corrections and Rehabilitation, authorized by Penal Code, Section 5000 et seq., and the CCR, Title 15, to maintain the custody and care of California's institutionalized public offenders.

1.2 **California Correctional Health Care Services (CCHCS).** The entity responsible for medical care treatment, performance and decisions, and is responsible for paying Participating Providers for Covered Services rendered to Patient.

1.3 **CDCR Medical Standards of Care.** The official CDCR health care policy document used by the CDCR Health Care Managers, Chief Medical Officers (HCM/CMO) and Chief Physicians/Surgeon (CPS) to distinguish the parameters of the delivery of health care services and treatment to the State of California adult inmates and Youths.

1.4 **Complete Claim.** A Complete Claim means a claim or portion thereof, if separable, including attachments and supplemental information or
documentation, which provides reasonably relevant information as defined by applicable State or federal statutes and regulations, and which is submitted by Provider directly to CCHCS' Third Party Administrator ("TPA"), such that the claim may be processed by the TPA and NPLLC without requiring any additional information from Provider or from a third party.

1.5 **Emergency.** The immediate care or treatment necessary to prevent death, severe or permanent disability or to alleviate severe pain, including medically necessary crisis intervention for inmates suffering from situational crisis or acute episodes of mental illness, in accordance with CCR, Title 15. Emergency services shall be available on a 24 hour per day basis for each prison.

1.6 **Paramedic Field Report** (PFR). A recapitulation of significant findings and events during the patient's transportation, medical information describing what happened to cause or resulted from the Patients medical situation. The PFR shall include, but not limited to the following information: dispatch times, transport times, incident location, incident outcome; chief complaint, and patient information including age, name, gender, patient assessment, medical history, medical interventions, refusal form and paramedic and EMT-I identifiers.

1.7 **Prior Authorization.** The required advance authorization approval granted by the CMO/HCM/CPS or his/her designated representative for the rendition of Covered Services.

1.8 **State.** The State of California.

2. SERVICE DELIVERY OBLIGATIONS

2.1 Ensure availability to Patients twenty-four (24) hours per day, seven (7) days per week on an Emergency basis; Provider must provide and maintain 24-hour designated dispatch center and provide the Institutions/CCHCS with all necessary telephone numbers, pager numbers and/or cellular telephone numbers necessary for dispatch. Telephone answering services must be answered by an individual in real time, with the ability to dispatch transport services.

2.2 Provider shall notify CCHCS at least twenty-four hours in advance of interruptions in scheduled services if unable to provide services for reasons other than illness of provider staff members, or immediately provide alternative medical service replacement to avoid disruption of service. Provider shall ensure availability of Patients twenty four (24) hours per day, seven (7) days per week on an Emergency basis. Wait time shall not exceed thirty (30) minutes after scheduled appointment in a Provider's office and scheduling wait time for routine appointments for special care shall not exceed sixty (60) days.

2.3 Provider shall provide medical services at the request of the CDCR institutions' HCM/CMO/CPS or designee and must obtain written Prior Authorization as required, excluding Emergency, from the respective CDCR institution's HCM/CMO/CPS or their designee. Provider shall complete and return all forms regarding treatment of Patient. Provider shall obtain additional authorization from CCHCS before performing any non-emergency specialty treatment, consultations by specialty physicians, diagnostic procedures not specifically stated in the CCHCS Prior Authorization form and any excluded conditions specifically listed in California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350.1.

2.4 As required by law, CDCR retains full authority to determine the manner in which a Patient is transported to the CDCR institutions or transferred to other health care facilities, after course of treatment or therapy has been implemented or completed. Unless there is a need for Emergency services, Provider shall not transfer the Patient without written Prior Authorization from the CDCR institution's HCM/CMO/CPS or their designee.

2.5 CCHCS or its administrator shall not render payment for services that do not have Prior Authorization from CCHCS or its administrator and it is the responsibility of the Provider to obtain Prior Authorization before performing any non-Emergency procedures. Except in an Emergency, Provider shall coordinate all referrals for Patient for Covered Services through CCHCS or their designee.

2.6 Provider shall ensure that availability for support of all referrals for transport services shall be consistent with the urgency of the medical need as determined by the primary care team. Services shall be delivered at the time scheduled in accordance with local EMS guidelines. In the event there is to be a delay which may interrupt the services being delivered it must be reported to the institution's HCM/CEO/CMO/CPS or their designated representative.

2.7 Provider shall transport at least one (1) controlling CDCR correctional officer (CO) and Patient to a CDCR/CCHCS contracted community hospital, except in cases of life-threatening emergencies and community hospital emergency room diversions. If an emergency or diversion to a non-contracted community hospital occurs, the Provider must verbally notify the HCM/CEO/CMO/CPS or designee within one hour of occurrence. Provider must provide written justification for the diversion to the HCM/CEO/CMO/CPS or designee by fax within twenty-four (24) hours of the transport. Failure to notify and provide written justification for the diversion to the HCM/CEO/CMO/CPS or their designee may result in a denial for the diversion of payment of the transport.

2.8 Insurance. Both parties shall maintain separate policies of comprehensive general liability and professional liability insurance in amounts necessary to insure their respective officers, employees, and agents against any claim or claims for damages arising from personal and property injuries or death occasioned in connection with the performance of their respective duties under this LOA.

2.9 Accreditation, Certification, Licensure. Provider warrants that it currently maintains the necessary accreditations, certifications and licenses required to provide the LOA Services.

2.10 Audits and Adjustments. Provider agrees to allow NPLLC or State or federal agencies as applicable, reasonable access to Patient's medical and billing records, in accordance with applicable law. The parties' obligations under this paragraph shall survive the termination of this LOA.

2.11 Provider shall immediately notify the HCM/CEO/CMO/CPS or their designee in the event of a Patient death while under their care. The attending health care service provider(s) will discuss with the CDCR institutions HCM/CEO/CMO/CPS or their designee, the appropriateness/need for a post-mortem. Both parties shall mutually agree upon the decision for an autopsy, prior to or in conjunction with the Coroner's/Medical Examiner's Office. Both parties agree that the decision for necessity of an autopsy remains with the Coroner's/Medical Examiners Office.

2.12 Provider shall inform CCHCS immediately if the Provider is unable to respond in accordance with the local EMS agency timeframes to CCHCS' request for ambulance services. NPLLC or CCHCS reserves the right to arrange for alternative ambulance services in the event that the Provider is unable to respond within the local EMS timeframes or is unable to provide services in accordance with the agreed upon terms of the Agreement. If an alternative ambulance service is used, charges in excess of the Provider's rates will be deducted from the Provider's subsequent billings.

2.13 Failure to provide service on three (3) or more occasions may result in termination of your agreement or the institution not having to contact your company prior to going to the other Providers for the duration of the agreement term. The HCM/CEO/CMO/CPS or their designee has sole discretion in this selection.

2.14 Provider agrees to respond to all calls within the timeframes specified by the local EMS agency standards. The response time to the institution shall not exceed EMS timeframes for non-emergency 911 ambulance service.

2.15 Provider shall provide the minimum pre-hospital emergency care personnel per ambulance as required by the local EMS.

2.16 During an institutional emergency and at the request of the HCM/CEO/CMO/CPS or their designee, Provider Agrees to provide one (1) or more ALS vehicles on a standby basis.

2.17 Upon request and prior to providing services, Provider shall submit to CCHCS and/or NPLLC a listing of all personnel designated for assignment to CDCR/CCHCS. The list shall include the EMT and/or their Paramedic License number and expiration date.

2.18 Provider agrees to submit the Paramedic Field Report to HCM/CEO/CMO/CPS or designee within 24 hours (including information on the hospital, facility, or institution to which the Patient was transferred).

3. COMPENSATION

3.1 PROFESSIONAL COMPENSATION

Subject to the terms of this LOA, including without limitation the Payment Conditions set forth below NPLLC shall price and shall direct CCHCS or its administrator to pay and Provider shall accept as payment in full for medically necessary LOA Services delivered under the Prison Healthcare Provider Network Project at the lesser of: (i) 120% of Provider's Medicare allowable amounts current on the date Contracted Services are rendered, or (ii) 100% of Provider's Allowable Charges.

No-Shows/Cancellations (less than 24-hour notice)

A flat rate of five hundred ($500.00) dollars per occurrence will be payable to Provider when ambulance transportation services are dispatched through 911 and transportation of Patient does not take place due to cancellation by CDCR/CCHCS or Patient declines against medical advice.

Provider shall bill "No-shows/Cancellations" on a claim form using CPT 99999 per occurrence with Patient name, CDCR #, and date of service. Provider shall provide supporting documentation to support the "No-Shows/Cancellations" reimbursement, which includes date call is placed, time ambulance is dispatched, time transport is cancelled, unit number, type of cancellation.

3.2 **Payment Conditions.**

3.2.1 Provider shall utilize valid CPT/HCPCS/ICD diagnosis codes, or successor codes, when submitting complete claims for LOA Services under this LOA. The parties acknowledge that applicable coding agencies periodically issue coding modifications. Such modifications may be implemented by NPLLC within sixty (60) days of the date NPLLC receives the modification from the applicable coding agency. The parties agree that in the event such coding modifications have the effect of changing a payment amount in this LOA, the resulting payment amount change shall be effective on a prospective basis.

3.2.2 Provider agrees to adhere to NCCI edits and CMS/Medicare billing and compensation guidelines for all services.

3.2.3 The transport rate shall be applicable per transport. Should a specific Patient require two separate transports the same day, two transport rates shall be paid.

3.2.4 Specific Ambulance Services shall include, as appropriate/applicable:

a. BLS services shall include emergency and non-emergency first aid and cardiopulmonary resuscitation (CPR) procedures to maintain life, without employing invasive techniques, and other procedures as defined in California Code of Regulations (CCR), Title 22, Division 9, Chapter 2, Article 2, Section 100063, until the Patient reaches the facility or until ALS services are available.

b. ALS Level I services, if required, shall include definitive pre-hospital Emergency and non-Emergency medical care including, but not limited to: CPR, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of approved pre-hospital care drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel in accordance with CCR, Title 22, Division 9, Chapter 4, Article 2, Section 100145.

c. ALS Level II services, if required, shall include definitive pre-hospital Emergency and non-Emergency medical care including, but not limited to the administration of at least three different medications and/or the provision of one or more of the following ALS procedures: Manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.

d. SCT/CCT services, if required, shall include where medically necessary, in a critically injured or ill Patient, a level of inter-facility service or hospital-to-hospital ground transportation provided beyond the scope of the Paramedic as defined in the National EMS Education and Practice Blueprint. This service shall be necessary when a Patient's condition requires ongoing care that must be provided by one or more health professionals in an appropriate specialty area (nursing, medicine, respiratory care, cardiovascular care, or a paramedic with additional training).

3.2.5 Performance Requirements under this Addendum include but are not limited to the following:

(a) Provider shall provide all necessary routine and Emergency ground ambulance services and all labor, supplies, licenses, permits, equipment, transportation, pre-hospital emergency care personnel and every

other item of expense required to transport acutely ill or injured Patient as required by CCHCS and/or NPLLC.

(b) As a component of providing Ambulance Service, Provider agrees that its ambulance vehicles will be staffed as stated in payment condition (5) above. Further, in providing such services, Provider agrees to comply with all applicable Federal, State and local laws and regulations governing the delivery of emergency medical services.

4. FINANCIAL OBLIGATIONS

NPLLC shall price and shall direct CCHCS or its administrator to make payment to Provider for LOA Services in accordance with this LOA.

NPLLC shall price and Provider shall accept from CCHCS or its administrator, as payment in full for LOA Services, the rates payable by CCHCS under the terms and conditions of this LOA (including the payment conditions and other provisions set forth herein.) Any overpayment, inaccurate payment or other payment error made by CCHCS or pricing errors made by NPLLC, shall not be deemed or construed or otherwise operate to change the payment terms or rates provided for under this LOA. CCHCS and not NPLLC shall be solely responsible to reimburse Provider.

4.1 Billing. Provider shall submit complete claims directly to CCHCS or its administrator, via CCHCS or its administrator's electronic claims submission program or hardcopy as determined by CCHCS, within one hundred twenty (120) days after Provider renders LOA Services or after discharge to the following address along with a copy of this LOA:

Correct Care Integrated Health
PO Box 349026
Sacramento, CA 95834-9026

If Provider fails to comply with the timely claims submission/filing requirements set forth herein, NPLLC or CCHCS shall have no obligation to pay for such claims, and Provider shall be prohibited from billing the Patient. Provider agrees that NPLLC, CCHCS or their designees shall have the right to determine the accuracy of all complete claims submitted to it prior to payment, including verification of diagnostic codes, DRG assignment, and whether Provider has delivered the LOA Services in good faith and pursuant to the terms of an applicable Prior Authorization.

Pursuant to the LOA , CCHCS shall make payment on each of Provider's timely-submitted complete claims in accordance with this LOA and pursuant to the timeframes, procedures and other requirements of applicable State and federal law, Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In no event shall NPLLC be under any obligation to pay Provider for any claim or expense, which is the responsibility CCHCS.

5. GENERAL PROVISIONS

5.1 Confidentiality. Except as required by law, neither party shall disclose to any third party the compensation rates, policies, procedures or any other information pertaining to this LOA without the prior written consent of the other party.

5.2 Dispute Resolution

5.2.1 Contract Disputes between Provider and NPLLC.

If Provider has a dispute on any issue with NPLLC, Provider shall first submit any such disputes to CCHCS as set forth herein. Once CCHCS determines a dispute is NPLLC's responsibility, CCHCS shall forward such dispute to NPLLC who shall then follow the steps set forth herein.

Notwithstanding the foregoing, NPLLC shall only be responsible to address any Provider dispute that involves the terms of this LOA or the repricing of Provider's claims.

(i) Meet and Confer Process:

Initiation: If the parties are unable to resolve any dispute through applicable NPLLC internal appeal processes, if any, the parties agree to meet and confer within thirty (30) days of a written request by either party in a good faith effort to informally settle any dispute. The parties each agree and understand that the meet and confer requirements set forth herein may be satisfied only by meeting each of the following requirements: (a) an actual meeting must occur between executive level employees of the parties who have authority to resolve the dispute and are each prepared to discuss in good faith the dispute and proposed resolution(s) to the dispute, and (b) such meeting may take place either in person or on the telephone at a mutually agreeable time, and (c) unless otherwise mutually agreed by the parties, neither party is allowed to have legal counsel present at the meeting or to substitute legal counsel for the executive level employee, and (d) such meeting and all related discussions between the parties shall be treated in the same manner as confidential protected settlement discussions under the State Rules of Civil Procedure.

5.3 **Dispute Resolution between Provider and CCHCS**. If Provider has a dispute on any issue with CCHCS or which is determined to be CCHCS' responsibility, Provider shall follow the following process(es):

5.3.1 Verbal Appeal. Provider can verbally appeal disputes to the CCHCS Medical Contracts Section Chief, if Provider was unable to resolve the problem by informal discussion. Provider will be contacted within five (5) working days of the request with the date and time of telephone conference with the CCHCS Medical Contracts Section Chief to attempt to resolve the issues verbally.

5.3.2 Informal Appeal. If the issue is not resolved at the verbal appeal level, Provider shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority, or other basis for Provider's position, supporting evidence, and remedy sought, with the CCHCS Medical Contracts Deputy Director, and provide a photocopy to the CDCR Section Chief. CCHCS Medical Contracts Deputy Director shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached. Provider shall be notified if an extension of time is necessary.

5.3.3 Formal Appeal. Should Provider disagree with the informal appeal decision, or no written decision has been issued from CCHCS after thirty (30) calendar days, or other mutually agreed extension, Provider shall submit, within ten (10) working days after Provider's receipt of the decision of the informal appeal, to the CCHCS Medical Contracts Deputy Director, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of Deputy Director's response. The Director, or his or her designee, may meet with Provider to review the issues within twenty (20) working days of the receipt of Provider's notification and shall provide Provider with written notification of the decision within forty five (45) working days from the receipt of the formal appeal.

5.3.4 Further Resolution. If the dispute is not resolved by the formal appeal process to the Contractor's and/or its Network Provider's satisfaction, or no written decision has been issued from CCHCS after thirty (30) calendar days, or other mutually agreed extension, Contractor and/or its Network Provider may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

5.3.5 If Provider pursues an appeal with NPLLC which lies within the jurisdiction of CCHCS and should have been filed or lodged with CCHCS, NPLLC shall forward the appeal on to CCHCS, with notice to the Provider, and all further communications relating to that appeal shall be between Provider and CCHCS.

5.3.6 Legal Recourse. Nothing in this agreement shall prohibit Provider from exercising its right to appeal decisions in a court having jurisdiction.

5.4 **Governing Law**. This LOA shall be governed by and construed and enforced in accordance with the laws of the State, except to the extent such laws conflict with or are preempted by any Federal law, in which case such federal law shall govern. NPLLC is subject to the requirements of various local, State, and federal laws, rules and regulations. Any provision required to be in this LOA by any of the above shall bind Provider and NPLLC whether or not expressly set forth.

5.5 **Indemnification**

5.5.1 Provider hereby agrees to defend and indemnify NPLLC, the State, CCHCS its agents, officers and employees from any claim, action or proceeding against NPLLC, the State, and CCHCS arising solely out of the acts or omissions of Provider in the performance of this Agreement. At its sole discretion, NPLLC, the State, or CCHCS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Provider of any obligation imposed by this Agreement. NPLLC, the State, or CCHCS shall notify Provider promptly of any claim, action or proceeding and cooperate fully in the defense.

5.5.2 Claims Arising from Sole Acts or Omissions of NPLLC, the State, or CCHCS.

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

5.5.3 Claims Arising From Concurrent Acts or Omissions

Provider and NPLLC, the State, and CCHCS hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of Provider and NPLLC, the State, and CCHCS. In such cases, Provider and NPLLC, the State, and CCHCS 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 7.8.5 below.

5.5.4 Joint Defense

Notwithstanding paragraph 7.8.3 above, in cases where Provider and NPLLC, the State, and CCHCS agree in writing to a joint defense, Provider and NPLLC, the State, and CCHCS may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Provider and NPLLC, the State, and CCHCS. Joint defense counsel shall be selected by mutual agreement of Provider and NPLLC, the State, and CCHCS. Provider and NPLLC, the State, and CCHCS agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.8.5 below. Provider and NPLLC, the State, and CCHCS further agree that neither party may bind the other to a settlement agreement without the written consent of both Provider and NPLLC, the State, and CCHCS.

5.5.5 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Provider and NPLLC, the State, and CCHCS may seek reimbursement and/or reallocation of defense costs, judgments, and awards, consistent with such comparative fault.

IN WITNESS WHEREOF, the parties have executed this Agreement.

San Diego County Fire Protection District

Signature

Andrew Potter

Print Name

Clerk of the Board

Title

4/12/24

Date

95-6000934

Tax ID #

1316685159

NPI#

Network Providers, LLC

NPLLC Signature

Denise M Barr

Print Name

Senior Director Correctional Health Care Services Operations

Title

04/16/2024

Date

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 4/9/24 Minute Order No. F001
By: Date: 4/12/24
Deputy Clerk of the Board Supervisors

Approved as to form and legality

Dana B Maier
Sr. Deputy County Counsel

LETTER OF AGREEMENT
Between
Network Providers, LLC
And
San Diego County Fire Protection District

This Letter of Agreement ("LOA" or "Agreement") is between Network Providers, LLC ("NPLLC") and **San Diego County Fire Protection District** ("Provider") for ambulance services rendered between the dates of **10/01/2025-09/30/2026.**

1. **DEFINITIONS**

1.1 **California Department of Corrections and Rehabilitation (CDCR).** The State of California Department of Corrections and Rehabilitation, authorized by Penal Code, Section 5000 et seq., and the CCR, Title 15, to maintain the custody and care of California's institutionalized public offenders.

1.2 **California Correctional Health Care Services (CCHCS).** The entity responsible for medical care treatment, performance and decisions, and is responsible for paying Participating Providers for Covered Services rendered to Patient.

1.3 **CDCR Medical Standards of Care.** The official CDCR health care policy document used by the CDCR Health Care Managers, Chief Medical Officers (HCM/CMO) and Chief Physicians/Surgeon (CPS) to distinguish the parameters of the delivery of health care services and treatment to the State of California adult inmates and Youths.

1.4 **Complete Claim.** A Complete Claim means a claim or portion thereof, if separable, including attachments and supplemental information or
documentation, which provides reasonably relevant information as defined by applicable State or federal statutes and regulations, and which is submitted by Provider directly to CCHCS' Third Party Administrator ("TPA"), such that the claim may be processed by the TPA and NPLLC without requiring any additional information from Provider or from a third party.

1.5 **Emergency.** The immediate care or treatment necessary to prevent death, severe or permanent disability or to alleviate severe pain, including medically necessary crisis intervention for inmates suffering from situational crisis or acute episodes of mental illness, in accordance with CCR, Title 15. Emergency services shall be available on a 24 hour per day basis for each prison.

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1.8 **State.** The State of California.

2. SERVICE DELIVERY OBLIGATIONS

2.1 Ensure availability to Patients twenty-four (24) hours per day, seven (7) days per week on an Emergency basis; Provider must provide and maintain 24-hour designated dispatch center and provide the Institutions/CCHCS with all necessary telephone numbers, pager numbers and/or cellular telephone numbers necessary for dispatch. Telephone answering services must be answered by an individual in real time, with the ability to dispatch transport services.

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2.17 Upon request and prior to providing services, Provider shall submit to CCHCS and/or NPLLC a listing of all personnel designated for assignment to CDCR/CCHCS. The list shall include the EMT and/or their Paramedic License number and expiration date.

2.18 Provider agrees to submit the Paramedic Field Report to HCM/CEO/CMO/CPS or designee within 24 hours (including information on the hospital, facility, or institution to which the Patient was transferred).

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3.1 PROFESSIONAL COMPENSATION

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No-Shows/Cancellations (less than 24-hour notice)

A flat rate of five hundred ($500.00) dollars per occurrence will be payable to Provider when ambulance transportation services are dispatched through 911 and transportation of Patient does not take place due to cancellation by CDCR/CCHCS or Patient declines against medical advice.

Provider shall bill "No-shows/Cancellations" on a claim form using CPT 99999 per occurrence with Patient name, CDCR #, and date of service. Provider shall provide supporting documentation to support the "No-Shows/Cancellations" reimbursement, which includes date call is placed, time ambulance is dispatched, time transport is cancelled, unit number, type of cancellation.

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3.2.4 Specific Ambulance Services shall include, as appropriate/applicable:

a. BLS services shall include emergency and non-emergency first aid and cardiopulmonary resuscitation (CPR) procedures to maintain life, without employing invasive techniques, and other procedures as defined in California Code of Regulations (CCR), Title 22, Division 9, Chapter 2, Article 2, Section 100063, until the Patient reaches the facility or until ALS services are available.

b. ALS Level I services, if required, shall include definitive pre-hospital Emergency and non-Emergency medical care including, but not limited to: CPR, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of approved pre-hospital care drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel in accordance with CCR, Title 22, Division 9, Chapter 4, Article 2, Section 100145.

c. ALS Level II services, if required, shall include definitive pre-hospital Emergency and non-Emergency medical care including, but not limited to the administration of at least three different medications and/or the provision of one or more of the following ALS procedures: Manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.

d. SCT/CCT services, if required, shall include where medically necessary, in a critically injured or ill Patient, a level of inter-facility service or hospital-to-hospital ground transportation provided beyond the scope of the Paramedic as defined in the National EMS Education and Practice Blueprint. This service shall be necessary when a Patient's condition requires ongoing care that must be provided by one or more health professionals in an appropriate specialty area (nursing, medicine, respiratory care, cardiovascular care, or a paramedic with additional training).

3.2.5 Performance Requirements under this Addendum include but are not limited to the following:

(a) Provider shall provide all necessary routine and Emergency ground ambulance services and all labor, supplies, licenses, permits, equipment, transportation, pre-hospital emergency care personnel and every

other item of expense required to transport acutely ill or injured Patient as required by CCHCS and/or NPLLC.

(b) As a component of providing Ambulance Service, Provider agrees that its ambulance vehicles will be staffed as stated in payment condition (5) above. Further, in providing such services, Provider agrees to comply with all applicable Federal, State and local laws and regulations governing the delivery of emergency medical services.

4. FINANCIAL OBLIGATIONS

NPLLC shall price and shall direct CCHCS or its administrator to make payment to Provider for LOA Services in accordance with this LOA.

NPLLC shall price and Provider shall accept from CCHCS or its administrator, as payment in full for LOA Services, the rates payable by CCHCS under the terms and conditions of this LOA (including the payment conditions and other provisions set forth herein.) Any overpayment, inaccurate payment or other payment error made by CCHCS or pricing errors made by NPLLC, shall not be deemed or construed or otherwise operate to change the payment terms or rates provided for under this LOA. CCHCS and not NPLLC shall be solely responsible to reimburse Provider.

4.1 **Billing**. Provider shall submit complete claims directly to CCHCS or its administrator, via CCHCS or its administrator's electronic claims submission program or hardcopy as determined by CCHCS, within one hundred twenty (120) days after Provider renders LOA Services or after discharge to the following address along with a copy of this LOA:

Correct Care Integrated Health
PO Box 349026
Sacramento, CA 95834-9026

If Provider fails to comply with the timely claims submission/filing requirements set forth herein, NPLLC or CCHCS shall have no obligation to pay for such claims, and Provider shall be prohibited from billing the Patient. Provider agrees that NPLLC, CCHCS or their designees shall have the right to determine the accuracy of all complete claims submitted to it prior to payment, including verification of diagnostic codes, DRG assignment, and whether Provider has delivered the LOA Services in good faith and pursuant to the terms of an applicable Prior Authorization.

Pursuant to the LOA , CCHCS shall make payment on each of Provider's timely-submitted complete claims in accordance with this LOA and pursuant to the timeframes, procedures and other requirements of applicable State and federal law, Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In no event shall NPLLC be under any obligation to pay Provider for any claim or expense, which is the responsibility CCHCS.

5. GENERAL PROVISIONS

5.1 **Confidentiality**. Except as required by law, neither party shall disclose to any third party the compensation rates, policies, procedures or any other information pertaining to this LOA without the prior written consent of the other party.

5.2 **Dispute Resolution**

5.2.1 **Contract Disputes between Provider and NPLLC.**

If Provider has a dispute on any issue with NPLLC, Provider shall first submit any such disputes to CCHCS as set forth herein. Once CCHCS determines a dispute is NPLLC's responsibility, CCHCS shall forward such dispute to NPLLC who shall then follow the steps set forth herein.

Notwithstanding the foregoing, NPLLC shall only be responsible to address any Provider dispute that involves the terms of this LOA or the repricing of Provider's claims.

(i) Meet and Confer Process:

Initiation: If the parties are unable to resolve any dispute through applicable NPLLC internal appeal processes, if any, the parties agree to meet and confer within thirty (30) days of a written request by either party in a good faith effort to informally settle any dispute. The parties each agree and understand that the meet and confer requirements set forth herein may be satisfied only by meeting each of the following requirements: (a) an actual meeting must occur between executive level employees of the parties who have authority to resolve the dispute and are each prepared to discuss in good faith the dispute and proposed resolution(s) to the dispute, and (b) such meeting may take place either in person or on the telephone at a mutually agreeable time, and (c) unless otherwise mutually agreed by the parties, neither party is allowed to have legal counsel present at the meeting or to substitute legal counsel for the executive level employee, and (d) such meeting and all related discussions between the parties shall be treated in the same manner as confidential protected settlement discussions under the State Rules of Civil Procedure.

5.3 **Dispute Resolution between Provider and CCHCS**. If Provider has a dispute on any issue with CCHCS or which is determined to be CCHCS' responsibility, Provider shall follow the following process(es):

5.3.1 Verbal Appeal. Provider can verbally appeal disputes to the CCHCS Medical Contracts Section Chief, if Provider was unable to resolve the problem by informal discussion. Provider will be contacted within five (5) working days of the request with the date and time of telephone conference with the CCHCS Medical Contracts Section Chief to attempt to resolve the issues verbally.

5.3.2 Informal Appeal. If the issue is not resolved at the verbal appeal level, Provider shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority, or other basis for Provider's position, supporting evidence, and remedy sought, with the CCHCS Medical Contracts Deputy Director, and provide a photocopy to the CDCR Section Chief. CCHCS Medical Contracts Deputy Director shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached. Provider shall be notified if an extension of time is necessary.

5.3.3 Formal Appeal. Should Provider disagree with the informal appeal decision, or no written decision has been issued from CCHCS after thirty (30) calendar days, or other mutually agreed extension, Provider shall submit, within ten (10) working days after Provider's receipt of the decision of the informal appeal, to the CCHCS Medical Contracts Deputy Director, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of Deputy Director's response. The Director, or his or her designee, may meet with Provider to review the issues within twenty (20) working days of the receipt of Provider's notification and shall provide Provider with written notification of the decision within forty five (45) working days from the receipt of the formal appeal.

5.3.4 Further Resolution. If the dispute is not resolved by the formal appeal process to the Contractor's and/or its Network Provider's satisfaction, or no written decision has been issued from CCHCS after thirty (30) calendar days, or other mutually agreed extension, Contractor and/or its Network Provider may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

5.3.5 If Provider pursues an appeal with NPLLC which lies within the jurisdiction of CCHCS and should have been filed or lodged with CCHCS, NPLLC shall forward the appeal on to CCHCS, with notice to the Provider, and all further communications relating to that appeal shall be between Provider and CCHCS.

5.3.6 Legal Recourse. Nothing in this agreement shall prohibit Provider from exercising its right to appeal decisions in a court having jurisdiction.

5.4 **Governing Law**. This LOA shall be governed by and construed and enforced in accordance with the laws of the State, except to the extent such laws conflict with or are preempted by any Federal law, in which case such federal law shall govern. NPLLC is subject to the requirements of various local, State, and federal laws, rules and regulations. Any provision required to be in this LOA by any of the above shall bind Provider and NPLLC whether or not expressly set forth.

5.5 **Indemnification**

5.5.1 Provider hereby agrees to defend and indemnify NPLLC, the State, CCHCS its agents, officers and employees from any claim, action or proceeding against NPLLC, the State, and CCHCS arising solely out of the acts or omissions of Provider in the performance of this Agreement. At its sole discretion, NPLLC, the State, or CCHCS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Provider of any obligation imposed by this Agreement. NPLLC, the State, or CCHCS shall notify Provider promptly of any claim, action or proceeding and cooperate fully in the defense.

5.5.2 Claims Arising from Sole Acts or Omissions of NPLLC, the State, or CCHCS.

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

5.5.3 Claims Arising From Concurrent Acts or Omissions

Provider and NPLLC, the State, and CCHCS hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of Provider and NPLLC, the State, and CCHCS. In such cases, Provider and NPLLC, the State, and CCHCS 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 7.8.5 below.

5.5.4 Joint Defense

Notwithstanding paragraph 7.8.3 above, in cases where Provider and NPLLC, the State, and CCHCS agree in writing to a joint defense, Provider and NPLLC, the State, and CCHCS may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Provider and NPLLC, the State, and CCHCS. Joint defense counsel shall be selected by mutual agreement of Provider and NPLLC, the State, and CCHCS. Provider and NPLLC, the State, and CCHCS agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.8.5 below. Provider and NPLLC, the State, and CCHCS further agree that neither party may bind the other to a settlement agreement without the written consent of both Provider and NPLLC, the State, and CCHCS.

5.5.5 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Provider and NPLLC, the State, and CCHCS may seek reimbursement and/or reallocation of defense costs, judgments, and awards, consistent with such comparative fault.

IN WITNESS WHEREOF, the parties have executed this Agreement.

San Diego County Fire Protection District	**Network Providers, LLC**
Signature	NPLLC Signature
Andrew Potter	
Print Name	Print Name
Clerk of the Board	
Title	Title
9/18/25	
Date	Date
95-6000934	
Tax ID #	
1316685159	
NPI#	

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 4/9/24 Minute Order No. 1
By: _____ Date: 9/18/25
Deputy Clerk of the Board Supervisors

Approved as to form and legality

Monica Hall
Sr. Deputy County Counsel

COSD CLERK OF THE BOARD
2025 SEP 18 AM9:45

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 16, 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 PRO RODEO PRODUCTIONS

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 Pro Rodeo Productions and the County of San Diego, Sheriff's Office, for law enforcement security services for Poway Rodeo, on September 26, 2025 to September 27, 2025.

The value of this contract will not exceed $7,178.40 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

Kathleen Flanagan
for
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: 9/16/25 Department: SHERIFF

Contract Begin Date: 9/26/25 End Date: 9/27/25 Grant: NO

*Oracle Award #: 509866 Org #: 39745 Amount: $7.178.40

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

Contracting Agency/Grantor: Pro Rodeo Production

Description: Law Enforcement Security Service the Poway Rodeo

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☒ 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: 2025.09.16 15:01:52 -07'00' Date: 09/16/2025

Approved By:

Group Finance Director: Date: 9/17/25

County Counsel: Mark Day Date: 9/17/25

Chief Administrative Officer: Kathleen Flanagan Date: 9/17/25

Office of Financial Planning: Date: 9/18/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-25

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	September 16, 2025

Subject:

Reimbursable Services Agreement - Pro Rodeo Production, Poway Rodeo on September 26, 2025 - September 27, 2025 $7,178.40

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	DG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group	KG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group	XJ	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
4. Mark Day, Sr. Deputy County Counsel	M.D.	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
5. Toroshinia Kennedy, Office of Financial Planning	TK	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
6. Andrew Potter, Clerk of the Board	AP	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	✓
7.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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.

SO 11 (06/24)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 16, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE PRO RODEO PRODUCTION 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 Pro Rodeo Production to provide law enforcement security services for Poway Rodeo on September 26, 2025, through September 27, 2025.

The value of this contract will not exceed $7,178.40. 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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT
AMONG THE PRO RODEO PRODUCTIONS OF POWAY dba POWAY RODEO, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #27

SECURITY SERVICES

THIS AGREEMENT made and entered into this 15th day of September 2025 by and between the Pro Rodeo Productions of Poway dba Poway Rodeo (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 Poway Rodeo.

2. The term of this Agreement shall commence on September 26, 2025, at 1500-0100, and shall continue in effect through and terminate after September 27, 2025, at 1500-0100.

3. COUNTY Coordinator of this Agreement shall be Segreant Payman, (760) 450-4296.

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 or prepayment of the estimated charges. Failure to pay the deposit or prepayment 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 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:

Pro Rodeo Productions of Poway
C/O: Murray Bankhead
P.O. Box 853
Poway CA 92074
chairman@powayrodeo.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

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

PRO RODEO PRODUCTIONS OF POWAY
dba POWAY RODEO
Murray Bankhead

Chairman
Signature Title/Rank

Murray M. Bankhead
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

Signature- Clerk of the Board

Andrew Potter
Print Name

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

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 9/18/25
Deputy Clerk of the Board Supervisors

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 *WITH OVERHEAD**	TOTAL
Friday, September 26, 2025					
Deputy	2	10.0		$ 179.46	$ 3,589.20
					$ -
Saturday, September 27, 2025					
Deputy	2	10.0		$ 179.46	$ 3,589.20
Addt'l Positions: *(Specify on Lines Below)*					$ -
Liutenant					$ -
Dispatcher					$ -
					$ -
				Sub-Total	$ 7,178.40
				TOTAL	$ 7,178.40
Vehicle Minimum or Mileage	0			$ 59.96	$ -
Motorcycle Mileage					$ -
				TOTAL	$ -
Other Expenses: *(List)*					
					$ -
					$ -
				TOTAL	$ -
				TOTAL ESTIMATED COSTS	$ 7,178.40

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

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

COSD CLERK OF THE BOARD
2025 SEP 25 PM 1:29

September 16, 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 THE COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

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

Enclosed is a revenue agreement with the Commission on Peace Officer Standards and Training and the County of San Diego, Sheriff's Office, to provide supervisory training for first-level supervisors at a law enforcement agency. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $27,368.30. 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 one (1) copy of the enclosed revenue agreement to:

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

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

Andrew Strong
Deputy Chief Administrative Officer

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

Date: 9/16/25 Department: SHERIFF

Contract Begin Date: 7/1/2025 End Date: 6/30/2026 Grant: NO

*Oracle Award #: on account Org #: 39510 Amount: $27,368.30

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

Contracting Agency/Grantor: Commission Peace Officer Standards an

Description: Training services for POST Supervisory Course.

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

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

Department Approval: Dane Gapuz Date: 09/17/2025

Approved By:

Group Finance Director: Karina Halvar Date: 9/18/25

County Counsel: Mark Day Date: 9/24/25

Chief Administrative Officer: [signature] Date: 9/19/25

Office of Financial Planning: [signature] Date: 9/25/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-29

San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Rina Molina, (858) 480-5561	MSB- Contracts	September 16, 2025

Subject:
Revenue contract with the Commission on Peace Officer Standards and Training for POST Supervisory Course - $27,368.30.

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

COMMENTS:

Please email signed copy to Rina.Molina2@sdsheriff.gov and return one (1) signed copy of the agreement to Rina Molina, Contracts Division, Mail Stop: 041

Thank you.

SO 11 (06/03)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 16, 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 THE COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING 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, Human Resources Bureau is entering into a revenue agreement with the Commission on Peace Officer Standards and Training to provide supervisory training for first level-supervisors in a law enforcement agency. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $27,368.30. 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 Empower and Community Initiatives of the County's Strategic Plan by investing in the public safety workforce.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Contracts Division

SCO ID: 8120-C000128-012925

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C000128-012925	

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

CONTRACTING AGENCY NAME
Commission on Peace Officer Standards and Training

CONTRACTOR NAME
San Diego County Sheriff's Office

2. The term of this Agreement is:

START DATE
7/1/2025

THROUGH END DATE
6/30/2026

3. The maximum amount of this Agreement is:
$27,368.30 (twenty seven thousand three hundred sixty eight dollars and thirty 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	3
	Exhibit A Attachment I	Presenter Authorization Request Form	2
	Exhibit B	Budget Detail and Payment Provisions	2
+ -	Exhibit B Attachment I	Budget Overview	1
+ -	Exhibit B Attachment II	Budget Detail & Supplies Detail	2
+ -	Exhibit B Attachment III	Contract Reimbursement Request Form (CRR)	2
+ -	Exhibit B Attachment IV	Invoice Budget Breakdown Worksheet	2
+ -	Exhibit C	General Terms and Conditions	5
+ -	Exhibit D	POST Special Terms and Conditions	1

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
San Diego County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
9621 Ridgehaven Court	San Diego	CA	92123

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

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	9/25/25

Approved: Kelly A. Martinez, Sheriff

Approved as to form and legality: Mark Day, Sr. County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C000128-012925	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Commission on Peace Officer Standards and Training			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
860 Stillwater Road	West Sacramento	CA	95605
PRINTED NAME OF PERSON SIGNING	TITLE		
Tom Osborne	Executive Assistant Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Scope of Work

The 80-hour Supervisory Course is specifically designed for first-level supervisors in a law enforcement agency. This course may be bifurcated into two 40 hours presentations for two consecutive months. This course must be completed within 12 months of promotion or appointment to a first-level supervisory position to meet the requirements of POST Regulation 1005.

1. San Diego County Sheriff's Office (SDSO) (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with services necessary for the coordination, management, and delivery of the POST Supervisory Course to California law enforcement personnel as described herein.

2. The project coordinators during the term of this Agreement will be:

POST Name: Jim Katapodis Title: Law Enforcement Consultant II Phone: (916) 227-3467 Email : jim.katapodis@post.ca.gov	**San Diego County Sheriff's Office** Name: Nanette McMasters Title: Captain Phone: (858) 880-5087 Email : Nanette.McMasters@sdsheriff.org
POST Attention: Contract Analyst Address: 860 Stillwater Road, Ste. 100 West Sacramento, CA 95605 Phone: (916) 227-4832 Email: contracts@post.ca.gov	**San Diego County Sheriff's Office** Name: Dane Gapuz Address: 9621 Ridgehaven Court San Diego, CA 92123 Phone : (619) 851-4943 Email: Dane.Gapuz@sdsheriff.org

3. The Contractor shall fully perform all responsibilities and duties as required by this Agreement and in accordance with directives of the POST Program Manager.

4. The course must contain all the material on the Supervisory Course Network. In addition, the course should follow the Expanded Course Outline (ECO) that is currently uploaded in Electronic Data Interchange (EDI).

5. Compliance Check: The POST program manager will conduct at least one "compliance check" of the Contractor's record-keeping processes annually to ensure that the Contractor is dispersing funds according to this agreement. The contractor agrees that such "compliance check" is anticipated and conducted within the scope of this agreement. The contractor shall provide proof of paid invoices (e.g., hotel costs, evaluator payments, travel (see Exhibit D.5. Travel), etc.) upon request.

6. The Contractor shall present two (2) POST Supervisory Course presentations.

   A. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.

B. The Supervisory Course is organized under the following topics (Commission Procedure D-3, Supervisory Course) in conjunction with new mandates which include Hi-tech Crimes and Use of Force:

- Accountability
- Communications in a Diverse Workforce
- Conflict Management
- Counseling
- Critical Incident Management/UOF
- Decision-Making Models
- Supervisors' responsibilities at a use of force incident
- Hi-tech Crimes (recently added)
- Internal Affairs Investigations
- Leadership Styles and Behaviors
- Power and Authority
- Recognizing and Documenting Employee Performance
- Role Identification and Transition
- Officer Wellness/Stress Management

C. The Contractor agrees to use only materials from the Supervisory Course Network and materials approved by the POST Program Manager.

D. The Contractor shall assign a Coordinator to monitor the preparation and completion of Supervisory Course presentations.
   a. Coordinator:
      i. Develops the class schedule.
      ii. Assign students to each presentation.
      iii. Ensure students receive course related materials.
      iv. Maintain communication with facilitators.
      v. Prepare mailing labels for items to be delivered, if applicable
      vi. Ensure all outgoing boxes contain the necessary materials, if applicable
      vii. Purchase and store books needed for presentations, if applicable
      viii. Create and disseminate printed handouts for presentations.
      ix. Maintain inventory of on-site supplies and supplies kept at training sites.
      x. Track attendee absences and hours missed.
      xi. Develop, print, and distribute graduation certificates.
      xii. Delegates assignments to Clerical Support

E. The Contractor shall ensure that they provide role players and evaluators for the counseling session exercise required by this course. The evaluations shall be kept on file after the completion of the course.
   a. Role Player: Shall follow POST approved script for counseling sessions scenarios. This exercise is mandatory and provides a real-life situation for supervisors to engage with difficult conversations.
   b. Evaluators: Evaluators shall oversee and provide feedback to supervisors at the completion of the counseling session scenarios.

F. This course shall be an in-person presentation and not a webinar.

G. The Contractor agrees to always have two (2) facilitators in the classroom and monitor guest speakers. The guest speakers shall provide a lesson plan, and videos presented in the classroom to POST for approval prior to instruction.
   a. Facilitator: Facilitates using adult learning methods covering the topics detailed in section 4B of this agreement. The facilitator is required to successfully complete the POST Supervisory Train the Trainer Course prior to any instruction.
   b. Guest Speaker: Guest speakers are subject matter experts on specific topics including but are not limited to stress management, POBR, and Internal Affairs. Guest speakers are required to submit lesson plans and videos prior to any instruction.

H. Presentations shall include the DISC model and Situational Leadership II, and all the materials associated with those subjects.

I. The Contractor agrees to not charge any prospective students any tuition or fees for costs associated with the Supervisory Course presentation of the curriculum except as noted below.

   1) Fees associated with college registration, units, and related activities; or materials fees allowed by State law; or charges allowed under Exhibit B, section 2 of this Agreement.

J. POST Supervisory Course training presentations shall be delivered to not less than 24 POST-participating students and not more than 30 POST-participating students per presentation. Attendance other than the stated minimum and maximum is subject to prior approval by the POST Supervisory Course Program Manager. Justification for enrollment, that is less than the stated minimum, or greater than the maximum, requires POST form 2-369 (Exhibit A Attachment I) to be submitted to the POST Program Manager no less than 21 days prior to the start date of the course. The minimum enrollment requirement shall be met with full-time, sworn personnel from California POST-participating law enforcement agencies.

Presenter Authorization Request Form

State of California
PRESENTER AUTHORIZATION REQUEST
POST 2-369 (05/2025)
Page 1 of 2

Commission on
Peace Officer Standards and Training (POST)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630 • 916 227-3909

INSTRUCTIONS

- This form must be completed by a presenter of a POST certified training course to request authorization for training presentation that is less than or greater than the minimum or maximum enrollment of POST students, excess equipment purchases, excess presentation costs, or requesting to host an extra presentation.
- ***DO NOT*** complete the form below for equipment-only purchases from the contract agreement.
- ***DO NOT*** complete the form below for invoicing.
- A separate form must be completed for each instance of an authorization request.
- Once approval has been received, submit completed form to the POST Program Manager for their approval.

SECTION A: AUTHORIZATION INFORMATION

1. PRESENTER	2. CERTIFIED COURSE TITLE
3. COURSE CONTROL NUMBER	**4. COURSE PRESENTATION DATES MM/DD/YYYY**
	START: END:

SECTION B: TYPES OF AUTHORIZATION

5. CHOOSE ONE

☐ Over Enrollment ☐ Excess Equipment Purchases ☐ Excess Presentation Cost ☐ Excess Presentation Request

☐ Under Enrollment ☐ Reimbursement for Training of Non-Sworn Personnel *(Management/Executive Director Course)*

Is this request before the submitted 21 days in advance? ☐ Yes ☐ No

☐ Other _____

SECTION C: AUTHORIZATION/EXPLANATION

State of California
PRESENTER AUTHORIZATION REQUEST
POST 2-369 (05/2025)
Page 2 of 2

Commission on
Peace Officer Standards and Training (POST)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630 • 916 227-3909

SECTION D: ATTESTATION

I attest that I am a duly authorized official of the herein-named presenter requesting reimbursement. To the best of my knowledge the information stated on this form is true, correct, and in conformance with Commission Regulations.

6. SIGNATURE OF AGENCY OR PRESENTER REPRESENTATIVE	7. DATE OF REQUEST (MM/DD/YYYY)

8. NAME AND TITLE OF AUTHORIZED OFFICIAL

Name: Title:

9. PHONE	10. EMAIL

11. ESTIMATE COST OF REQUEST	LESS	AMOUNT REMAINING IN CONTRACT	=	REMAINING CONTRACT BALANCE
$		$		$ 0.00

SECTION E: POST PROGRAM MANAGER

12. SIGNATURE OF PROGRAM MANAGER	13. DATE OF APPROVAL (MM/DD/YYYY)
☐ APPROVED ☐ DENIED	

14. PROGRAM MANAGER NOTES/COMMENTS

SECTION F: POST BUREAU CHIEF

15. SIGNATURE OF BUREAU CHIEF	16. DATE OF APPROVAL (MM/DD/YYYY)
☐ APPROVED ☐ DENIED	

17. POST BUREAU CHIEF NOTES/COMMENTS

Budget Detail and Payment Provisions

1. Budget Detail

A. Instructor Wages:

"Instructor" is synonymous with "Facilitator." Course instructors shall be paid an hourly rate for actual hours worked during regular course hours as described in Exhibit B Attachment II.

B. Program Support Staff Wages:

The rate per course is outlined in Exhibit B Attachment II.

i. Facilitator
ii. Coordinator
iii. Clerical Support

2. Tuition Rates

A. The students attending the course who are non-reimbursable under POST regulations shall be charged a tuition rate by the Contractor. Prior to submission of an invoice to POST, the Contractor shall deduct, from the total sum of direct and indirect costs, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted as tuition fees. Invoices for payment shall be submitted in accordance with the terms specified herein.

Tuition Rate			
Course Title	Cost	Max Count of Students	Tuition Rate
Supervisory Course	$13,684.15	30	$456.14

3. Invoicing and Payment

A. Subject to receipt and approval of the Contractor's invoices, and subject to the terms and conditions set forth in this contract, the Contractor shall receive reimbursement for services satisfactorily rendered. POST agrees to compensate the Contractor for expenditures incurred, up to the maximum amounts of $27,368.30 in accordance with the cost breakdown, as described in Exhibit B Attachment I, Maximum Budget Expenditures Per Course and Exhibit B Attachment II, Budget Detail.

B. The Contractor shall retain all documentation to support incurred expenditures, as outlined in the budget detail report, for a period of three (3) years after final payment.

C. Upon completion of each session, the Contractor agrees to complete and submit the following before payment will be authorized:

- Contract Reimbursement Request Form (Exhibit B Attachment III)
- Invoice Budget Breakdown Worksheet (Exhibit B Attachment IV)
- Completed Course Roster

Invoices submitted without the above information will be disputed and payment will be held until complete information and/or documentation is submitted. Itemized receipts for equipment, supplies and mailing purchased and travel receipts shall be kept by the presenter. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

invoicereceived@post.ca.gov
Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

4. Budget Contingency Clause

   A. It is mutually agreed that if the California State Budget Act of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

5. Prompt Payment Clause

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

Budget Overview

Budget Overview			
Title Description	Cost	Quantity	Total
Curriculum Development			
Equipment			
Course			
			$27,368.30
		Grand Total:	**$27,368.30**

Budget Detail

Course:	**Supervisory Course**			
	Hours	Rate	Quantity	Total
Personnel				**$9,264.08**
Facilitator	80	$102.00	1	$8,160.00
Coordinator	8	$70.26	1	$562.08
Clerical Support	20	$27.10	1	$542.00
Travel and Per Diem				**$0.00**
Indirect Costs				**$0.00**
Supplies				**$4,420.07**
Facilities (includes Internet, A/V equipment, tech support, breakout rooms, equipment shipping)				**$0.00**
Subvention				$0.00
				$0.00
			Presentation Total	**$13,684.15**
			Number of Presentations	**2**
			Grand Total	**$27,368.30**

Supplies Detail

Supplies Budget Detail			
	Quantity	Cost	Total
Office Supplies			**$0.00**
Classroom Supplies			**$166.07**
Easel Pad (6 pack)	1	$120.59	$120.59
Scotch tape (10 pack)	1	$19.99	$19.99
Pens (30 pack)	1	$25.49	$25.49
Printing Production			**$0.00**
Books			**$4,254.00**
SLI Participation Kit	30	$53.50	$1,605.00
Class handouts	30	$6.50	$195.00
DiSC Materials	30	$57.60	$1,728.00
Thomas-Kilman: Conflict Packet	30	$24.20	$726.00
Misc			**$0.00**
Grand Total:			**$4,420.07**

Contract Reimbursement Request Form (CRR)

State of California – Department of Justice

CONTRACT REIMBURSEMENT REQUEST (CRR)

POST 2-388 (04/2025)
Page 1 of 2

Commission on
Peace Officer Standards and Training (POST)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

INSTRUCTIONS

- This form must be completed by a presenter of a POST certified training course to request reimbursement for training presentation costs for contracted course presentations.
- DO NOT complete the form below for equipment-only purchases from the contract agreement.
- A separate form must be completed for each course/module presented.
- Attach the cost worksheet of actual expenses listing all related costs which are listed in the contract agreement and approved by the POST Program Manager. Records for Travel and other related expenses shall be maintained inaccordance with the contract agreement.

  Note: Reimbursement Requests are subject to audit by the State Controller's Office. The presenter is advised to keep all documentation to support incurred expenses.
- Attach the course roster.
- Submit completed form with the cost worksheet, course roster, and invoice to invoicereceived@post.ca.gov.

SECTION A: REIMBURSEMENT INFORMATION

1. AGREEMENT NUMBER	2. PRESENTER
3. PROGRAM	4. CERTIFIED COURSE TITLE (FROM EDI)
5. COURSE CONTROL NUMBER	6. INVOICE NUMBER
7. COURSE PRESENTATION DATES MM/DD/YYYY Start End	8. NUMBER OF STUDENTS TRAINED

9. COURSE LOCATION
Street City Zip

10. REIMBURSEMENT CHECK PAYABLE TO

11. REMITTANCE ADDRESS
Street City Zip

SECTION B: ATTESTATION

I attest that I am a duly authorized official of the herein-named presenter requesting reimbursement. To the best of my knowledge the information stated on this form is true, correct, and in conformance with Commission Regulations.

12. SIGNATURE OF AUTHORIZED OFFICIAL	13. DATE OF REQUEST (MM/DD/YYYY)

14. NAME AND TITLE OF AUTHORIZED OFFICIAL
Name: Title:

15. PHONE ( ) -	16. EMAIL

17. TUTION:
The presenter received tuition from in the amount of

18. TOTAL COURSE COST	LESS	TOTAL SUBVENTION/TUITION RECEIVED =	TOTAL REIMBURSEMENT
$		$	$

Detailed Instructions for POST Form 2-368
CONTRACT REIMBURSEMENT REQUEST (CRR)
POST 2-368 (04/2025)

Return to Form

Presenters requesting reimbursement for a POST contract, are required to complete the Contract Reimbursement Request form.

SECTION A: REIMBURSEMENT INFORMATION

1. **Presenter:** Enter the name of the participating reimbursable agency or entity submitting the request for reimbursement.
2. **Certified Course Title:** The certified course title must be the same as shown in the Certified Course Catalog.
3. **Course Control Number:** Enter the course control number, as reflected in EDI.
4. **Course Presentation Date(s):** Enter the date(s) the course started and ended.
5. **Course Location:** Enter the physical location where the course was held.
6. **Reimbursement Check Payable to:** Enter the name of the Agency or Entity to whom the check will be payable.
7. **Remittance Address:** Enter the mailing address where the check will be sent.

SECTION B: ATTESTATION

8. **Signature of Authorized Official:** The authorized official of the Agency or Entity must sign his or her full name.
9. **Date of Request:** Enter the date the authorized official signed the attestation.
10. **Name and Title of Authorized Official:** The authorized official of the Agency or Entity must print his or her full name and title.
11. **Phone:** Enter the complete phone number, including area code and extension, of the person to contact regarding questions on the form.
12. **Email:** Enter the complete email address of the person to contact regarding questions on the form.
13. **Subventions:** Enter subventions like full time enrolled students (FTES) or other programs to be deducted from the total course cost; leave blank if not applicable.
14. **Tuition:** Enter the tuition that was received from non POST reimbursable agencies, that is stated in your contract tuition, this amount is to be deducted from the total course costs; leave blank if not applicable.
15. **Total Reimbursement Amount:** Enter the total course cost, total subventions/tuition received, and the reimbursement amount due to your Agency or Entity.

NOTE: Submit completed form with the course budget and course roster to *invoicereceived@post.ca.gov* for reimbursement. Keep copies of this form, the course budget, and course roster along with the following documentation to support incurred expenses for your records and auditing purposes.

1. Facilitator and clerical salary records.
2. Coordinators and Instructors travel expenses (plane tickets receipts, private vehicle mileage paid, lodging and meals receipts).
3. Receipts for course materials, supplies and equipment; course facility costs (classroom, computer lab and breakout rooms).

Retain these records for a minimum of three years from the date of the course presentation.

Invoice Budget Breakdown Worksheet

INVOICE BUDGET BREAKDOWN

CONTRACT/AGREEMENT NUMBER: _____

COURSE NAME: | **CCN:**

PERSONNEL					TOTAL	APPROVED BUDGET
Title	Name	Hours	Rate	Quantity		

TRAVEL AND PER DIEM				TOTAL	APPROVED BUDGET
Title	Name	Mileage	Amount		

INDIRECT COSTS		TOTAL	APPROVED BUDGET
Total Personnel + Travel/Per Diem:	Percentage:		

SUPPLIES	TOTAL	APPROVED BUDGET
Provide supplies detail on page 2 *(see below)*		

FACILITIES *(includes Internet, A/V equipment, tech support, breakout rooms, equipment shipping)*			TOTAL	APPROVED BUDGET
Item	Amount	Quantity		
		Presentation Subtotal:		

SUBVENTIONS/TUITION					TOTAL	APPROVED BUDGET
	Amount		Amount	Quantity		
Subventions (EX:FTES)		Tuition				
				PRESENTATION TOTAL:		

REMAINING CONTRACT BALANCE: _____

INVOICE BUDGET BREAKDOWN

SUPPLIES DETAIL			TOTAL	APPROVED BUDGET
Item	Cost	Quantity		

NOTES/ COMMENTS

Use this section for any additional clarifications, such as student enrollment, justifications regarding exceeding budget or other relevant details if needed.

General Terms and Conditions (GTC 02/2025)

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: In the event that POST and SDSO are determined by a court to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments 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 State may proceed with the work in any manner deemed proper by the State.
8. 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 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.

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.

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. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. 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.)

    b. 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).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

    a. The following terms are in addition to the defined terms and shall apply to the Contract:

        1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

    b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

    c. Notification shall be provided to the State designee identified in this Contract.

    d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

    e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

    f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

POST Special Terms and Conditions

1. Settlement of Disputes: Except as otherwise provided in this Agreement, any dispute concerning services and payment arising from this Agreement shall be elevated to the Assistant Sheriff of the Human Resource Services Bureau, or his or her designee, and POST's Assistant Executive Director, or his or her designee. They will meet and confer in good faith within fifteen (15) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, the Sheriff, or his or her designee, and POST's Assistant Executive Director, or his or her designee, shall meet to discuss resolution of said dispute. Following the meeting between the Sheriff, or his or her designee and POST's Assistant Executive Director, or his or her designee, POST shall issue a final decision within fifteen (15) business days. This section shall not prohibit the Sheriff from pursuing legal action to resolve the dispute."

2. Amendments: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.

3. Termination Clause: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, for contracts involving the representation of POST courses, POST reserves the right to require the Contractor to discontinue the use of any particular Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor has allegedly engaged in conduct POST deems to be inappropriate, unprofessional, illegal, immoral, deceptive, or fraudulent, as determined by POST in its sole discretion. The Contractor shall provide timely evidence to POST of its compliance with this paragraph. Failure to comply may result in the decertification of the Contractor's presentation.

4. Contractor Evaluation (if applicable): In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.

5. Travel (if applicable): Travel expenses and per diem related to the services provided under this Agreement are subject to prior approval by the POST representative and shall not exceed the rates paid to State non-represented/excluded employees.
Rate information may be viewed at
http://www.calhr.ca.gov/employees/pages/travelreimbursements. aspx.

6. Subcontracting (if applicable): The Contractor is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06. Based on "reasonable effort" to the best of its ability, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules, and regulations; and (b) fulfill student course expectations. The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

Contractor Certification Clauses

CCC 04/2017

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: Deputy Clerk of the Board Supervisors Date: 9/25/25

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
SAN DIEGO SHERIFF'S OFFICE	95-6000934

By (Authorized Signature)

Printed Name and Title of Person Signing

Andrew Potter, Clerk of the Board Supervisors

Date Executed	Executed in the County of
9/25/25	San Diego

CONTRACTOR CERTIFICATION CLAUSES

Approved: Kelly Martinez, Sheriff

Approved as to form and legality: Mark Day, Sr. County Counsel

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

COSD CLERK OF THE BOARD
2025 SEP 18 AM9:45

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 12, 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 VISTA UNIFIED SCHOOL DISTRICT

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

Enclosed is a revenue agreement with the Vista Unified School District and the County of San Diego, Sheriff's Office, for law enforcement security services for Vista High School Year 25-26 Events, on September 19, 2025 to June 5, 2026.

The value of this contract will not exceed $15,685.00 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
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

Kathleen Flanagan
for

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: 9/12/25 Department: SHERIFF

Contract Begin Date: 9/19/25 End Date: 6/5/26 Grant: NO

*Oracle Award #: 508281 Org #: 39560 Amount: $15,685.00

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

Contracting Agency/Grantor: Vista Unified School District

Description: Law Enforcement Security Service for the Vista High School Year 25-26 Events

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☒ 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: 2025.09.12 12:34:23 -07'00' Date: 09/12/2025

Approved By:

Group Finance Director: Kari Halvar Date: 9/17/25

County Counsel: Mark Day Date: 9/17/25

Chief Administrative Officer: Kathleen Flanne for Andrew Strong Date: 9/17/25

Office of Financial Planning: Josephine Kennedy Date: 9/18/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-23

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	September 12, 2025

Subject:

Reimbursable Services Agreement - Vista Unified School District, Vista High School Year 25-26 Events on September 19, 2025 - June 5, 2026 $15,685.00

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 DG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group AS	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
4. Mark Day, Sr. Deputy County Counsel M.D.	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
5. Toroshinia Kennedy, Office of Financial Planning TK	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
6. Andrew Potter, Clerk of the Board AP	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	✓
7.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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.

SO 11 (06/24)

REIMBURSABLE SERVICES AGREEMENT
AMONG THE VISTA UNIFIED SCHOOL DISTRICT, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #20

SECURITY SERVICES

THIS AGREEMENT made and entered into this 11th day of September 2025 by and between the Vista Unified School District (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the 2025-206 Vista High School events.

    - VHS Football (2 Deputies) – Friday, 9/19/25
    - VHS Football (2 Deputies) – Friday, 10/3/25
    - VHS Football (2 Deputies) – Friday, 10/17/25
    - Homecoming Dance (2 Deputies) Saturday, 10/4/25
    - VHS vs RBVHS Basketball (2 Deputies) – TBD
    - VHS Prom (2 male, 2 female Deputy) – May 9, 2026
    - VHS Graduation (6 Deputies) – TBD June 5, 2026

2. The term of this Agreement shall commence on Auguust 22, 2025 and shall continue in effect through and terminate after June 5, 2026.

3. COUNTY Coordinator of this Agreement shall be Sergeant Milligan, (760) 940-4900.

4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.

5. This Agreement may be amended in writing by mutual consent of the parties hereto.

6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.

7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

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

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

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

To REQUESTOR:
Vista Unified School District
Vista High School
POC: Paul Zendejas, Assistant Principal
1 Panther Way
Vista, Ca 92084
(760) 726-5611 Ext. 71006
paulzendejas@vistausd.org

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

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Dane Gapuz

Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager

Print Name

VISTA UNIFIED SCHOOL DISTRICT
VISTA HIGH SCHOOL

Signed by:
484962381ECC4C1...

Signature Title/Rank

Dr. Shawn T. Loescher

Print Name
Board Approved: September 11, 2025
Contract #V2526686C

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day

Signature- Senior Deputy County Counsel

Mark Day

Print Name

COUNTY OF SAN DIEGO

Signature- Clerk of the Board

Andrew Potter

Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: JSVal Date: 9/18/25
Deputy Clerk of the Board Supervisors

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

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST *WITH OVERHEAD**	TOTAL
EVENT DATE					
Homecoming Football Game 9/19/25 - 2 Deputies	2	5.0		$ 156.85	$ 1,568.50
Homecoming Football Game 10/3/25 - 2 Deputies	2	5.0		$ 156.85	$ 1,568.50
Deputies	2	5.0		$ 156.85	$ 1,568.50
Homecoming Dane 10/4/25 - 2 Deputies	2	5.0		$ 156.85	$ 1,568.50
VHS vs RBVSH Basketball - TBD - 2 Deputies	2	5.0		$ 156.85	$ 1,568.50
Prom 5/9/2026 - 4 Deputies	4	5.0		$ 156.85	$ 3,137.00
Graduation - 6/5/26	6	5.0		$ 156.85	$ 4,705.50
					$ 15,685.00
				Sub-Total	$ 15,685.00
				TOTAL	$ 15,685.00
				TOTAL ESTIMATED COSTS	$ 15,685.00

COSD CLERK OF THE BOARD
2025 SEP 18 AM9:45

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 12, 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 VISTA UNIFIED SCHOOL DISTRICT AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

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

Enclosed is a revenue agreement with the Vista Unified School District and the County of San Diego, Sheriff's Office, for Rancho Buena Vista High School 25–26-year events, August 22, 2025, through June 4, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $19,038.33. 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 (858) 315-9615.

Kathleen Flanagan
for

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: 9/12/25 Department: SHERIFF

Contract Begin Date: 8/22/25 End Date: 6/4/26 Grant: NO

*Oracle Award #: 508281 Org #: 39560 Amount: $19,038.33

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

Contracting Agency/Grantor: Vista Unified School District

Description: Law Enforcement Security Service for the Rancho Buena Vista High School Year 25-26 Events

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☒ 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: 2025.09.12 12:32:09 -07'00' Date: 09/12/2025

Approved By:

Group Finance Director: Karen Halla Date: 9/17/25

County Counsel: Mark Day Date: 9/17/25

Chief Administrative Officer: Kathleen Flanagan Date: 9/17/25

Office of Financial Planning: Josephine Kennedy Date: 9/18/2025

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

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

OFP USE ONLY
Init. TK OFP#: 26-24

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	September 12, 2025

Subject:

Ratification: Reimbursable Services Agreement - Vista Unified School District, Rancho Buena Vista High School Year 25-26 Events on August 22, 2025 - June 4, 2026 $19,038.33

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 DG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group AS	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
4. Mark Day, Sr. Deputy County Counsel M.D.	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
5. Toroshinia Kennedy, Office of Financial Planning TK	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
6. Andrew Potter, Clerk of the Board AP	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	✓
7.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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.

SO 11 (06/24)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 12, 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 VISTA UNIFIED SCHOOL DISTRICT 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 Vista Unified School District to provide law enforcement security services for the Rancho Buena Vista High School 25–26-year events, from August 22, 2025, through June 4, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $19,038.33. 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. 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

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT AMONG THE VISTA UNIFIED SCHOOL DISTRICT/RANCHO BUENA VISTA HIGH SCHOOL, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #21

SECURITY SERVICES

THIS AGREEMENT made and entered into this 27th day of August 2025 by and between the VISTA UNIFIED SCHOOL DISTRICT/RANCHO BUENA VISTA HIGH SCHOOL (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 Rancho Buena Vista High School 2024-2025 events.

2. The term of this Agreement shall commence on August 22, 2025 and shall continue in effect through and terminate after June 4, 2026.

   - Football, August 22, 2025, 5:30pm – 10:30pm (5 hrs./ 2 Deputy)
   - Football, August 29, 2025, 5:30pm – 10:30pm (5 hrs./ 2 Deputy)
   - Homecoming Football, September 26, 2025, 5:30pm – 10:30pm (5 hrs. / 2 Deputy)
   - Homecoming Dance, September 27, 2024, 6:30pm – 11:00pm (4.5 hrs./1 female, 1 male Deputy)
   - Football, October 24, 2025, 5:30pm – 10:30pm (5 hrs. / 2 Deputy)
   - Low Rider Literacy Event, October 25, 2025 – 9:30am – 2:30pm (6 hrs. / 2 Deputy)
   - Football vs Vista, October 30, 2025, 5:30pm – 10:30pm (5 hrs. / 2 Deputy)
   - Prom, TBD, April 25, 2026, or May 2, 2026, 6:30pm – 11:00pm (4.5 hrs./1 Male, 1 Female Deputy)
   - Graduation, June 4, 2026, 4:00pm – 8:30pm (6 deputies, 1sgt and 4 CSO's)

3. COUNTY Coordinator of this Agreement shall be Sgt. Milligan (760) 940-4900.

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:

Vista Unified School District
ATTN: Heather Strikwerda
1234 Arcadia Avenue
Vista, CA 92084
Heather Strikwerda, heatherstrikwerda@vistausd.org

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

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

Dane Gapuz

Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

VISTA UNIFIED SCHOOL DISTRICT
RANCHO BUENA VISTA HIGH SCHOOL

Signed by:
484962381ECC4C1...

Signature Title/Rank

Dr. Shawn T. Loescher, Assistant Superintendent
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

Signature- Clerk of the Board

Andrew Potter
Print Name

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

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: JEVal Date: 9/18/25
Deputy Clerk of the Board Supervisors

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 *WITH OVERHEAD**	TOTAL
Deptuy					
Football, August 22, 2025	2	5.0		$ 156.85	$ 1,568.50
Football, August 29, 2025	2	5.0		$ 156.85	$ 1,568.50
Homecoming Football, September 26, 2025	2	5.0		$ 156.85	$ 1,568.50
Homecoming Dance, October 27, 2025	2	5.0		$ 156.85	$ 1,568.50
Football, October 24, 2025	2	5.0		$ 156.85	$ 1,568.50
Lowrider for Literacy Event, October 25, 2025	2	6.0		$ 156.85	$ 1,882.20
Football vs Vista High School, October 30, 2025	2	5.0		$ 156.85	$ 1,568.50
Prom TBD April 25, 2026 or May 2, 2026	2	4.5		$ 156.85	$ 1,411.65
Graduation, June 4, 2026	6	4.5		$ 156.85	$ 4,234.95
Sergeant - Graduation, June 4, 2026	1	4.5		$ 191.26	$ 860.67
Addt'l Positions: *(Specify on Lines Below)*					$ -
Community Service Officers (CSO) Graduation, June 4, 2026	4	4.5		$ 68.77	$ 1,237.86
					$ -
					$ -
				Sub-Total	$ 19,038.33
				TOTAL	$ 19,038.33
				TOTAL ESTIMATED COSTS	$ 19,038.33

*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPPORT AND OVERHEAD.

Deposit Required $

Deposit Due Date _____

FOR CONTRACTS UNIT ONLY:

REVIEWED BY CONTRACTS: <NAME/DATE REVIEWED>

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

COSD CLERK OF THE BOARD
2025 SEP 25 PM1:29

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 19, 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 CRSSD MUSIC LLC

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

Enclosed is a revenue agreement with the CRSSD Music LLC and the County of San Diego, Sheriff's Office, for law enforcement security services for CRSSD Festival, on September 27, 2025 to September 28, 2025.

The value of this contract will not exceed $123,212.73 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: 9/19/25 Department: SHERIFF

Contract Begin Date: 9/27/25 End Date: 9/28/25 Grant: NO

*Oracle Award #: 508269 Org #: 39447 Amount: $123,212.73

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

Contracting Agency/Grantor: CRSSD Music LLC

Description: Law Enforcement Security Service the CRSSD Festival

---

☒ 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: Molina, Rina Digitally signed by Molina, Rina Date: 2025.09.22 07:37:15 -07'00' Date: 9/22/25

Approved By:

Group Finance Director: Karina Galvan Date: 9/23/25

County Counsel: Mark Day Date: 9/24/25

Chief Administrative Officer: Date: 9/24/25

Office of Financial Planning: Josephine Kennedy Date: 9/25/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-27

A&C OFP Form: Contracts Under $250K (03/10/16)

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	September 19, 2025

Subject:

Reimbursable Services Agreement - CRSSD Music LLC, CRSSD Festival on September 27, 2025 and September 28, 2025 - $123,212.73

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 for Rina Molina	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
4. Mark Day, Sr. Deputy County Counsel M.D.	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
5. Toroshinia Kennedy, Office of Financial Planning TK	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
6. Andrew Potter, Clerk of the Board	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	✓
7.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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.

SO 11 (06/24)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 19, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE CRSSD MUSIC LLC PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with CRSSD Music LLC to provide law enforcement security services for CRSSD Festival on September 27, 2025 and September 28, 2025

The value of this contract will not exceed $123,212.73. 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

for Rina Molina
Dane Gapuz, Manager
Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT
AMONG THE CRSSD MUSIC LLC., THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #25

SECURITY SERVICES

THIS AGREEMENT made and entered into this 11th day of September 2025 by and between the CRSSD MUSIC LLC. (REQUESTER), 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 CRSSD Fest (March 2025)

2. The term of this Agreement shall commence on September 27, 2025, at 9 AM and shall continue in effect through and terminate after September 28, 2025, at 11:59 PM.

3. COUNTY Coordinator of this Agreement shall be Sergeant P Bonanno, (619) 531-5446.

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:

CRSSD MUSIC LLC.
(CRSSD Fall Music Festival)
939 West Kalmia
San Diego, CA 92101
www.crssdfest.com
Farley Lucas – 858-349-0787
Farley@crssd.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

Rina Molina — Principal Accountant
Signature — Title/Rank

Rina Molina
Print Name

CRSSD MUSIC LLC.
Farley Lucas

Signature — Title/Rank

don F
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

Signature- Clerk of the Board

Andrew Potter
Print Name

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

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 9/25/25
Deputy Clerk of the Board Supervisors

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 *WITH OVERHEAD**	TOTAL
CRSSD Saturday September 27 2025					
LE Lieutenant	1	9.5		$ 255.09	$ 2,423.36
LE Sergeant - Team / SED	2	12.5		$ 221.02	$ 5,525.50
LE Sergeant - Team	2	9.5		$ 221.02	$ 4,199.38
LE Sergeant - Event	1	14.0		$ 221.02	$ 3,094.28
LE Deputies - 1st Shift	12	12.5		$ 137.20	$ 20,580.00
LE Deputies - 2nd shift	16	9.5		$ 137.20	$ 20,854.40
Addt'l Positions: *(Specify on Lines Below)*					
LE ABC Sergeant	1	8.0		$ 221.02	$ 1,768.16
Sheriff's Dispatcher	1	12.5		$ 109.71	$ 1,371.38
LE ABC Deputies	4	8.0		$ 137.20	$ 4,390.40
				Sub-Total	$ 64,206.86
CRSSD Sunday September 28 2025					
LE Lieutenant	1	8.5		$ 255.09	$ 2,168.27
LE Sergeant - Team / SED	2	11.5		$ 221.02	$ 5,083.46
LE Sergeant - Team	2	8.5		$ 221.02	$ 3,757.34
LE Sergeant - Event	1	13.5		$ 221.02	$ 2,983.77
LE Deputies - 1st Shift	12	11.5		$ 137.20	$ 18,933.60
LE Deputies - 2nd Shift	16	8.5		$ 137.20	$ 18,659.20
Addt'l Positions: *(Specify on Lines Below)*					
LE ABC Sergeant	1	8.0		$ 221.02	$ 1,768.16
Sheriff's Dispatcher	1	11.5		$ 109.71	$ 1,261.67
LE ABC Deputies	4	8.0		$ 137.20	$ 4,390.40
				Sub-Total	$ 59,005.87
				TOTAL	$ 123,212.73

COSD CLERK OF THE BOARD
2025 SEP 25 PM1:30

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 16, 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 THE CITY OF SAN DIEGO AND THE COUNTY OF SAN DIEGO SHERIFF'S DEPARTMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

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

Enclosed is a revenue agreement with the City of San Diego and the County of San Diego, Sheriff's Department, for Contract for Property Safeguard and Investigation for Mentally Ill Patients, March 16, 2025 to June 30, 2029. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $249,999. 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 one (1) copy of the enclosed revenue agreement to:

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

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

Andrew Strong
Deputy Chief Administrative Officer

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

Date: 9/16/25 Department: SHERIFF

Contract Begin Date: 3/16/25 End Date: 6/30/29 Grant: NO

*Oracle Award #: 507315 Org #: 39660 Amount: $249,999

Contact Person: Rina Molina Phone #: (858) 974-2312

Contracting Agency/Grantor: CITY OF SAN DIEGO

Description: Law Enforcement Security Services for Contract for Property Safeguarding and Investigation of Mentally Ill Patients

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☒ 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: Dana Gapuz Date: 09/17/2025

Approved By:

Group Finance Director: Karin Halvor Date: 9/18/25

County Counsel: Mark Day Date: 9/24/25

Chief Administrative Officer: Date: 9/19/25

Office of Financial Planning: Josephine Kennedy Date: 9/25/2025

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

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

OFP USE ONLY
Init: TK OFP#: 26-30

A&C OFP Form: Contracts Under $250K (03/10/16)

San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Rina Molina, (858) 289-9905	MSB - Contracts Mgt Procurement	September 16, 2025

Subject:
THE CITY OF SAN DIEGO, Contract for Property Safeguarding and Investigation of Mentally Ill Patients on March 16, 2025 - June 30, 2029 $249,999

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

COMMENTS:

Please email a copy and return one (1) signed copy of the agreement to Rina Molina, Contracts Mgt Procurement, Mail Stop: 041; Rina.Molina2@sdsheriff.gov.

Thank you.

SO 11 (06/03)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 16, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Department

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

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the City of San Diego to provide law enforcement security services for the Contract for Property Safeguard and Investigation for Mentally Ill Patients, on March 16, 2025 to June 30, 2029. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $249,999. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

This contract supports the Board of Supervisor's Safety Initiative of the County's Strategic Plan by ensuring the public's safety at this location.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Contracts Division

AGREEMENT
BETWEEN
COUNTY OF SAN DIEGO
AND
THE CITY OF SAN DIEGO
FOR FIREARMS INVESTIGATION AND PRESERVING AND SAFEGUARDING
PERSONAL PROPERTY OF MENTALLY DISORDERED
PERSONS TAKEN INTO CUSTODY

THIS AGREEMENT entered this 16th day of March 2025 by and between the COUNTY OF SAN DIEGO, herein called "COUNTY", and the CITY OF SAN DIEGO, herein called "CITY".
In consideration for the promises and covenants herein recited, the parties hereto agree as follows:
The COUNTY, through the San Diego County Sheriff's Office, hereinafter called "SHERIFF", shall provide services to fulfill the CITY's duties to take reasonable precautions to preserve and safeguard personal property of a person who, as result of a mental disorder, is taken into custody by the CITY through the San Diego Police Department under the authority of Welfare and Institutions Code (WIC) section 5150. Such services shall be provided in the following manner:

1. When any person is taken into custody by the CITY under the authority of Section 5150, and is placed in the San Diego County Psychiatric Hospital or in any other facility within the County of San Diego designated by the COUNTY and approved by the State Department of Health Care Services as a facility for 72-hour treatment and evaluation, the CITY shall notify SHERIFF that such person is in custody.

1.1) If such a person is transported within the County of San Diego to a facility for a 5150 hold, it is the responsibility of the CITY to notify the SHERIFF in writing within 24 hours before the duties of the SHERIFF shall commence by submitting a completed copy of the current San Diego County Law Enforcement Transport Sheet.

1.2) After receipt of written notification that such person is in custody, SHERIFF shall do the following:

a) Complete a comprehensive background investigation on the patient pertaining to but not limited to verifying the identity of the patient, firearms registered to the patient and firearm prohibitions the patient may have.

b) If CITY has requested follow-up based on safeguarding a patient's immediate property, the SHERIFF shall reasonably safeguard immediate property items; SHERIFF will check and/or secure a patient's residence, check on/secure a patient's vehicle which will be limited to assuring the vehicle is in the proper reported location and that it is secured. If CITY or the patient request follow up to check on a patient's animals, SHERIFF will check the status of animals, provide reasonable care and may coordinate additional services with family members or animal services to take custody of animals if needed.

c) If CITY requests follow up in regard to involved firearms, the SHERIFF shall do so by monitoring the transfer process or removal of a patient's firearm(s) and/or seizing the firearm(s) as a result of a mental health firearm prohibition in pursuant to WIC 8103 (f)(1). The SHERIFF will not enter any residence without the lawful authority to do so; it should be noted that if a patient's firearm(s) need to be seized as a result of a mental health firearm

prohibition, the SHERIFF will only seize firearms under the WIC 8103 (f)(1) authority and this Agreement does not include any other mental health related prohibitions such as a Tarasoff or Gun Violence Restraining Order prohibitions.

d) In any instance where the SHERIFF deems it necessary to place any personal property, to include vehicles, of any person so taken into custody into storage, it shall be the duty of the CITY to provide storage space as well as the means of transportation of such property to that place of storage, or in the alternative, at the option of the CITY, to pay the costs and fees incurred in employing commercial storage and/or transportation facilities to store and/or transport such property. For this purpose, the SHERIFF shall have the authority to contract with commercial storage and/or transportation facilities on behalf of the CITY and shall be entitled to reimbursement from the CITY for all reasonable amounts paid pursuant to the entering into such contracts for storage upon presentation of paid invoices to CITY. If towing and storage of any vehicle is needed, it will be the responsibility of the CITY to arrange and pay for it.

1.3) If a firearm is impounded by the CITY as part of the Section 5150 admission (WIC 8102), and the person taken into custody is assessed and admitted to a designated facility (WIC 5151 and 5152) and becomes prohibited from possessing a firearm for a five-year period (WIC 8103(f)(1)), the SHERIFF shall continue to perform a comprehensive investigation including but not limited to contacting mental health professionals to ensure reporting to the California Department of Justice, researching firearm ownership and determining if the firearm was stolen or linked to a crime, contacting family members of persons because of a WIC admission to voluntarily transfer or surrender firearms, complying with state and federal laws on firearm transfer and release to eligible owners, using their own attorneys to initiate and comply with Court orders for WIC 8102 firearm forfeiture, transfer or destruction, and seizing additional firearms belonging to the prohibited person (WIC 8103). The SHERIFF will notify the CITY of WIC 8103(f)(1) prohibitions where firearms have been confiscated by the City and/or SHERIFF. The CITY may be requested to assist in clearing the scene prior to entry to seize firearms. If requested by SHERIFF, the CITY shall provide assistance. The SHERIFF will not enter any residence without the lawful authority to do so. The CITY shall also provide a designated Point of Contact person for the SHERIFF to contact for any items related to the aforementioned items.

a) If a firearm has been impounded by the CITY, the SHERIFF may deem it necessary to obtain a copy of the CITY's police report to obtain the firearm information at which time the CITY shall provide SHERIFF with a copy of the police report without delay.

b) When required by WIC 5210, the Sheriff shall generate a report for the court describing such person's property so preserved and safeguarded by SHERIFF and its disposition, except that if a responsible relative, or the guardian or conservator of such person is in possession of such property, the report need only include the name of that responsible relative, guardian, or conservator and the location of such property. Responsible relative for WIC 5210 includes the spouse, parent, adult child, or adult brother or sister of the person. It does not include the person who applied for the petition.

2. SHERIFF shall carry out the duties described above in conformity with the applicable requirements of Federal, State and local laws.

3. In so undertaking to carry out the duties described above, the COUNTY through the SHERIFF shall assume full responsibility for the execution of such duties, and the CITY shall be relieved of all such duties and responsibilities as specifically set out in this agreement. COUNTY shall assume no duties or responsibilities until properly advised by CITY that a person has been admitted to an authorized facility and a follow-up is requested. If no follow-up is requested, CITY assumes all liability. COUNTY shall not be liable for, and CITY shall defend and indemnify COUNTY and the employees and agents of COUNTY (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of CITY or its contractors, licensees, agents, servants or employees. CITY shall have no obligation, however, to defend or indemnify County Parties for any act, error or omission to the extent caused by the negligence or willful misconduct of County Parties.

Neither COUNTY nor CITY nor any of their respective employees shall be deemed to be employees of the other, but, on the contrary, at all times each shall be deemed an independent contractor and shall not be liable for any acts of the other contractor or for any of the acts of the other contractor's employees, except as provided in the indemnification provision of this section.

4. The term of this agreement shall be four (4) years and four (4) months effective March 16, 2025 until June 30, 2029, subject to termination by either party upon written notice to the other party of termination, to be addressed as follows:

For the COUNTY of SAN DIEGO
Contracts Manager
Contracts Division
9621 Ridgehaven Court
San Diego, CA 92123

For the CITY OF SAN DIEGO
Claudia Abarca, Director of Purchasing and Contracting
San Diego Police Department
1401 Broadway
San Diego, CA 92101

If either party intends to terminate this agreement, it is required to provide 30 days advance written notice to the other party.

5. In consideration for the basic services rendered to CITY by COUNTY through and under the terms of this agreement, COUNTY will invoice the CITY on a quarterly basis. The CITY, within 30 days from date of invoice, shall pay to COUNTY Treasurer through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, the amount specified in the invoice(s) from SHERIFF and in accordance with the established rate as specified in Attachment A. The rates charged for said services by the COUNTY pursuant to this agreement shall approximate the actual cost to the COUNTY and shall be determined annually by the COUNTY. Any rate adjustment by the County shall be submitted to the City in writing and shall be effective on July 1 of that year, subject to termination to section 4.

6. In the event that the case of any person so taken into custody should involve services by SHERIFF which, in the opinion of SHERIFF, shall be in excess of the basic services contemplated under this agreement, the COUNTY, subject to the CITY's verbal agreement from a designated CITY Representative followed with the CITY's agreement in writing, shall have the right to assess the CITY an additional fee, which fee shall be reasonable and commensurate with cost to the COUNTY of such additional services to the CITY.

7. COUNTY shall keep true, accurate, and complete records of any and all labor, material, and supplies

expended by it in the performance of services contemplated under this agreement. Such records shall be available to CITY at all reasonable times, and COUNTY shall permit CITY to audit, examine and/or reproduce such records. COUNTY shall retain such records for at least three (3) years after termination or final payment under this agreement.

8. The SHERIFF, or their designated representatives, shall represent the COUNTY in all matters pertaining to services rendered pursuant to the agreement and shall administer this agreement on behalf of the COUNTY. The Mayor of the City of San Diego or their designated representative shall represent the CITY in all matters pertaining to services rendered pursuant to the agreement on behalf of the CITY.

9. This agreement sets forth the entire understanding of the parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless agreed to in writing by both parties.

10. This agreement and any portion thereof shall not be assigned or transferred, nor shall any of the parties' duties be delegated or sub-contracted, without the express written consent of both parties.

11. This agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of San Diego.

12. No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

13. In the event that any part of this agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this agreement as shall be found to be illegal or unenforceable without affecting the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

APPROVED AS TO FORM	THE CITY OF SAN DIEGO
Jill S. Cristich Jill S. Cristich (Aug 14, 2025 10:54:53 PDT)	August 13, 2025
Heather Ferbert, City Attorney	Claudia Abarca, Director of Purchasing and Contracting

APPROVED AS TO FORM AND LEGALITY

By Mark Day

Sr. Deputy County Counsel, Mark Day

COUNTY OF SAN DIEGO

By

Clerk of the Board

SAN DIEGO SHERIFF'S OFFICE

By

Sheriff Kelly A. Martinez

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

By: Date: 9/25/25

Deputy Clerk of the Board Supervisors

ATTACHMENT A

County of San Diego Sheriff's Office
Cost Rates for Basic Investigation and Property Safeguarding of Mentally Ill Patients
Actual Hours Performed by Property Investigators
FY 23-24 Based on FY 22-23

Rate per Research / Reported Cases

Property Investigators							
		Rates		Sub-Totals			
Services	Hours (1)	Salaries & Benefits (2)	Overhead (3)	Salaries & Benefits (4)	Overhead (5)		**Suggested Fee (6)**
Research Cases	0.5	$ 64.74	29.30%	$ 32.37	$ 9.48		$ 41.85
Reported Cases	5.0	$ 64.74	29.30%	$ 323.70	$ 94.84		$ 418.54

Grand Total	**Property Investigator**	**S&S (7)**	**Support Cost (8)**	**Number of Cases**	**Rate Per Case**	**Cost for FY23-24**
Research Cases Fee Rate	$ 41.85	$ 3.85	$ 0.27	7,317.00	**$ 45.98**	$336,404.55
Reported Cases Fee Rate	$ 418.54	$ 804.47	$ 57.13	35.00	**$ 1,280.14**	$44,804.87
Total Cost					$ 1,326.11	$381,209.42

Footnote Explanations

(1) Time Study c/o Flavio Alfaro
(2) Source: FY 22-23 Budget Unit Labor Cost (BULC) Report, Payroll Period 1-26
(3) Source: FY 23-24 ICRP (Indirect Cost Rate Proposal) - LESB w/o Vehicle Rate
(4) Formula: Hours x Salaries & Benefits Rate
(5) Formula: Overhead Rate x Salaries & Benefits Sub-Total
(6) Formula: Salaries & Benefits Sub-Total + Overhead Sub-Total
(7) S&S $28,156.42/no. of cases - S&S is services and supplies. Part of the reason of the large increase is because the last time the rates were calculated was in FY19-20. Costs have increased since then. In FY19-20 there were also COVID lockdown. Staff countywide teleworked which would explain the low cost of office supplies. In FY23-24 office supplies increased 81.39% from FY19-20, because staff went back to working onsite. The other factor to consider is the increase in Salaries and Benefits (S&B). Another Property Investigator was added since FY19-20. The additional Property Investigator increased the S&S factor by 36.19%. The $28,156.42 is calculated by multiplying the total S&S costs for the prior year by the S&S factor. For FY23-24 it would be: (Total S&S Costs: $139,319.24) * (S&S factor: 20.21%) = $28,156.42. The S&S factor is calculated by dividing S&B costs related to the investigations by total annual S&B. For FY23-24 it would be: (S&B costs related to the investigations: 540,708.45) / (Total annual S&B: 2,675,343.28) = 20.21%.
(8) Support Cost 1,991.41/no.of cases

Note:
The new methodology used is based on actual hours performed by Property Investigators
The **$45.98** will be charged for Research Cases refered to Property Investigation by various Police Departments
The **$1,280.14** will be charged for Reported Cases refered to Property Investigation by various Police Departments

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, AUGUST 26, 2025

MINUTE ORDER NO. 3

SUBJECT: SHERIFF - REQUEST TO APPROVE AND AUTHORIZE A REVENUE AGREEMENT WITH THE COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING FOR EMERGENCY VEHICLE OPERATIONS COURSE TRAINING SERVICES (DISTRICTS: ALL)

OVERVIEW

In California, the Commission on Peace Officer Standards and Training (POST) is crucial for maintaining high standards in law enforcement. POST establishes selection and training standards for peace officers, ensuring they are equipped with the necessary skills, knowledge, ethics, and attitudes to serve their communities effectively. This includes developing and updating job-related selection standards, providing access to relevant training, and fostering healthy organizational environments through leadership development programs. The San Diego Sheriff's Office (SDSO), on behalf of POST, will start providing driver training for regional law enforcement at its Emergency Vehicle Operations Center (EVOC). The EVOC in East Otay Mesa gives SDSO and other regional law enforcement agencies a dedicated facility in San Diego County to provide driver training to recruits and required biennial in-service driver training for existing peace officers. To take over EVOC training, SDSO must enter into a POST Driver Training contract for the period of July 1, 2025, to June 30, 2027. This contract was previously held by the San Diego Police Department, and both agencies agreed to rotate this responsibility every two years. POST reimburses the core agency for the training of peace officers.

Today's action requests the Board to approve and authorize the Clerk of the Board to execute, upon receipt, a revenue agreement between the County of San Diego through the Sheriff's Office, and Commission on POST, for Emergency Vehicle Operations Course Training Services for the period of July 1, 2025, to June 30, 2027. It also requests the waiver of 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 SDSO and POST were not concluded in time to meet the 60-day requirement.

RECOMMENDATION(S)

SHERIFF

1. Approve and authorize the Clerk of the Board to execute and ratify, upon receipt, the revenue agreement between the County of San Diego, through the Sheriff's Office, and the Commission on Peace Officer Standards and Training for Emergency Vehicle Operations Course Training Services for the period July 1, 2025, through June 30, 2027.

2. Authorize the Sheriff, or designee, to execute all required contract documents, including mid-year service level changes, extensions, amendments and/or revisions that do not materially impact 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 the contract.

EQUITY IMPACT STATEMENT
Placing knowledgeable instructors at the Emergency Vehicle Operations Center (EVOC), a state-of-the-art training space, supports the County of San Diego's equity goals. Governments have a responsibility to ensure that first responders, public safety personnel, and county personnel with driving responsibilities are provided training in emergency vehicle and specialized response vehicle operations, not only for quality delivery of public safety services, but also to limit risk and liability. Having adequate levels of driving training is imperative. Understanding concepts like threshold braking, understeer, oversteer and turn apexes is best learned in-depth and context with practical training. This will ensure that safety services which aim to protect human life and the security of individuals in San Diego communities, continue to be delivered with increased driving expertise and safety.

SUSTAINABILITY IMPACT STATEMENT
The Emergency Vehicle Operations Center (EVOC) provides the necessary space and terrain required for the Commission on Peace Officer Standards and Training (POST) Training in terms of driving ability, and defensive driving expertise which is crucial for law enforcement officers. Driving is one of the main activities that law enforcement officers do while providing policing for our communities. Taking over the contract with POST allows for the cost recovery of expenses to maintain, operate, and manage the course, most of which have been paid for by the Sheriff's Office since EVOC was opened. The upkeep of EVOC operations is critical for public safety and first responder agencies, so that they can train personnel in emergency vehicle operations.

FISCAL IMPACT
Funds for this request are not included in the Fiscal Year 2025-26 Operational Plan for the Sheriff's Office. If approved, this request will result in current year costs and revenue up to $540,000 to offset facility maintenance and operational costs. Facility maintenance, operational, and equipment costs for the second year of the contract are estimated at $540,000 and will be included in the Fiscal Years 2026-27 Operational Plan for the Sheriff's Office. The funding source is revenue from Commission on Peace Officer Standards and Training. There will be no change in net General Fund cost and no increase in staff years.

BUSINESS IMPACT STATEMENT
N/A

ACTION:
ON MOTION of Supervisor Anderson, seconded by Supervisor Aguirre, the Board of Supervisors took action as recommended, on Consent.

AYES: Aguirre, 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

San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Rina Molina, (858) 289-9905	MSB- Contracts Mgt. Procurement	September 16, 2025

Subject:
POST EVOC Training Services, July 1, 2026-June 30, 2026, $540,000.00; Minute Order August 26, 2025 (3) attached

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts & Grants Manager		X										
2. Mark Day, Sr. Deputy County Counsel		X						X				
3. Andrew Potter, Clerk of the Board		X						X				
4.												
5.												
6.												
7.												
8.												
9.												
10.												

COMMENTS:

Please return one(1) signed copy of the agreement to Rina Molina, Contracts Mgt. Procurement, Mail Stop: 041

Thank you.

SO 11 (06/03)

SCO ID: 8120-C000438-051225

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C000438-051225	

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

CONTRACTING AGENCY NAME
Commission on Peace Officer Standards and Training

CONTRACTOR NAME
San Diego County Sheriff's Office

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
$540,000.00 (five hundred forty thousand 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	2
Exhibit A, Attachment I	Specifications for Emergency Vehicle Operations Course	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms and Conditions	2

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.

Approved by: **CONTRACTOR** Approved as to form and legality:

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
San Diego County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
9621 Ridgehaven Court	San Diego	CA	92123

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

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	9/18/25

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
860 Stillwater Road, Suite 100	West Sacramento	CA	95605

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 8/26/25 Minute Order No. 3
By: [illegible] Date: 9/17/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). Presentation of the RBC curriculum is intermittent and based upon the staffing needs of the region or agency. The RBC is delivered in an instructional sequence which is divided into 42 Learning Domains (LDs), one (1) of which is the Emergency Vehicle Operations Course (EVOC) in LD 19.

SCOPE OF WORK

1. San Diego County Sheriff (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with EVOC Training services as described herein.

2. The project coordinators during the term of this Agreement will be:

POST
Name: Jennifer Hardesty
Phone: (916) 227-3917
Email: Jennifer.Hardesty@post.ca.gov

San Diego County Sheriff
Name: Nanette McMasters, Captain
Phone: (858) 880-5087
Email: Nanette.McMasters@sdsheriff.org

Direct all Agreement inquiries to:

POST
Contracts Unit
Name: Gabriel Knapp
860 Stillwater Road, Suite 100
West Sacramento, CA 95605
Phone: (916) 227-3892
Email: contracts@post.ca.gov

San Diego County Sheriff
Name: Nanette McMasters, Captain
Address: 9621 Ridgehaven Court
San Diego, CA 92123
Phone: (858) 880-5087
Email: Nanette.McMasters@sdsheriff.org

3. Statement of Work
   a. The Contractor agrees to train up to three hundred sixty (360) students at a per student rate of $1,500.00 for students in EVOC training not to exceed $540,000.00.
   b. The Contractor will devote a minimum of 40 hours to EVOC instruction in accordance with the course content specified in the Training and Testing Specifications for Peace Officer Basic Courses (TTS), incorporated herein Exhibit A, Attachment I.
   c. The Contractor will include new EVOC-specific content required by any regular updates to the TTS which become effective during the contract period. This training is designed to show trainees and/or peace officer trainees the importance of defensive driving principles and techniques in order to develop safe driving habits.
   d. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
   e. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program and be entered as trainees into the Electronic Data Interchange (EDI).

f. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time, on duty law enforcement officers from POST reimbursable agencies. Students attending the course who are non-reimbursable under POST regulations shall be charged applicable course tuition by the Contractor. Prior to submission of an invoice to POST, the Contractor shall deduct, from the total sum, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted. Invoices for payment shall be submitted in accordance with the terms specified in Exhibit B, Budget Detail and Payment Provisions.

g. The contractor shall only be reimbursed for students who have completed all training and testing requirements outlined in the Training and Testing Specifications for Peace Officer Basic Courses – Learning Domain 19 Vehicle Operations. The contractor shall still receive reimbursement for a student who fails an EVOC retest if all EVOC training and initial testing requirements have been satisfied.

EXHIBIT A, ATTACHMENT I

Specifications for Emergency Vehicle Operations Course (EVOC)

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). The RBC is delivered in an instructional sequence which is divided into 42 Learning Domains (LDs), one (1) of which is the EVOC in LD19. The Contractor will devote a minimum of 40 hours to EVOC instruction. Presentation of the RBC is intermittent and based upon the staffing needs of the region or agency.

1. LEARNING NEED

Peace officers need to know the importance of defensive driving principles and techniques in order to develop safe driving habits.

LEARNING OBJECTIVES

A. Determine a safe distance when following another vehicle
B. Identify the effect of speed on a driver's peripheral vision
C. Discuss how perception and reaction time affects a vehicle's total stopping distance
D. Demonstrate appropriate actions to prevent intersection collisions
E. Recognize potential hazards of freeway driving and appropriate actions to prevent collisions
F. Demonstrate appropriate actions to prevent collisions when operating a vehicle in reverse
G. Demonstrate the importance and proper use of safety belts in a law enforcement vehicle
H. Identify psychological and physiological factors that may have an effect on a peace officer's driving
I. Identify hazards of various road conditions
J. Discuss the components of a vehicle inspection
K. Demonstrate proper techniques for recognizing and coping with distractions while operating a law enforcement vehicle

2. LEARNING NEED

Peace officers must recognize that emergency response (Code 3) driving demands a thorough understanding of the associated liability and safety issues.

LEARNING OBJECTIVES

A. Identify the objectives of emergency response driving
B. Recognize the statute(s) governing peace officers when operating law enforcement vehicles in the line of duty
   1. Rules of the road
   2. Liability
C. Explain the importance of agency-specific policies and guidelines regarding emergency response driving
D. Identify the statutory responsibilities of non-law enforcement vehicle drivers when driving in the presence of emergency vehicles operated under emergency response conditions
E. Demonstrate the use of emergency warning devices available on law enforcement vehicles
F. Identify factors that can limit the effectiveness of a vehicle's emergency warning devices
G. Demonstrate the use of communication equipment
H. Identify the effects of siren syndrome
I. Recognize guidelines for entering an intersection when driving under emergency response conditions

3. LEARNING NEED

All peace officers who operate law enforcement emergency vehicles must recognize that even though the purpose of pursuit driving is the apprehension of a suspect who is using a vehicle to flee, the vehicle pursuit is never more important than the safety of peace officers and the public.

LEARNING OBJECTIVES

A. Discuss the requirements of Penal Code Section 13519.8
B. Discuss the requirements of Vehicle Code Section 17004.7

4. LEARNING NEED

Peace officers must be proficient in the operation of the vehicle and know the dynamic forces at work. Proper steering control, throttle control, speed judgment, and brake use enhances driving expertise.

LEARNING OBJECTIVES

A. Distinguish between longitudinal and lateral weight transfer
B. Demonstrate the ability to mitigate the effects of spring loading
C. Demonstrate proper techniques for two-handed shuffle steering
D. Demonstrate proper throttle control
E. Demonstrate proper roadway position and the three essential reference points of a turning maneuver
F. Explain the primary effects speed has on a vehicle in a turning maneuver
G. Demonstrate proper braking methods
H. Distinguish between and describe the causes of the following types of vehicle skids:
   1. Understeer skid
   2. Oversteer skid
   3. Locked-wheel skid
   4. Acceleration skid
   5. Centrifugal skid
I. Identify the causes and contributing factors of vehicle hydroplaning

5. REQUIRED TESTS

VEHICLE OPERATIONS SAFETY

All vehicle operations exercise testing must be conducted under written academy/presenter safety procedures and/or protocols established in accordance with the POST safety guidelines. Students are required to comply with every aspect of presenter safety procedures and/or protocols during vehicle operations training and testing.

A. An **exercise test** that requires the student drive a law enforcement vehicle not equipped with Electronic Stability Control (ESC) and demonstrate the ability to control the vehicle during understeer and oversteer conditions or drive a law enforcement vehicle equipped with ESC and demonstrate the ability to control the vehicle during understeer conditions.

   The student will demonstrate competency in the following performance dimensions:
   1. Safety
   2. Situational Awareness
   3. Braking Technique(s)
   4. Steering Technique(s)
   5. Throttle Control
   6. Control of Weight Transfer
   7. Skid Control
   8. Rate of Performance
   9. Fluency of Performance
   10. Level of Response

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

B. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate the ability to safely drive and control the vehicle while operating under emergency response (Code 3) conditions to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Rate of Performance
9. Fluency of Performance
10. Level of Performance

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

C. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate the ability to safely drive and control the vehicle while operating under vehicle pursuit situations to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Rate of Performance
9. Level of Performance
10. Fluency of Performance

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

D. An **exercise test** that requires the student to drive a law enforcement vehicle and successfully demonstrate in four out of five attempts the collision avoidance exercise as described in the Emergency Vehicle Operations Course Instructor Manual. The test will include a light indicator for lane selection and a minimum of 35 mph entry speed in dry surface conditions and a minimum of 30 mph entry speed in wet surface conditions. If the light indicator malfunctions, an alternate visual indicator shall be utilized.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

E. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate a series of slow speed precision driving maneuvers. The slow speed precision driving maneuvers must include at least **three (3) tested maneuvers** contained in the Emergency Vehicle Operations Course Instructor Manual. The instructor manual slow speed maneuvers are listed as follows:

Turn around
Off set lane
Steering Course (forward and reverse)
"T" Driveway
Bootleg Turn
Angled driveway
"Y" Driveway
Vehicle Control
Parallel parking

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Vehicle Placement
8. Backing
9. Tactical Seatbelt Removal (TSR)
10. Rate of Performance
11. Fluency of Performance

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

F. An **exercise test** that requires a student to drive a law enforcement vehicle during which the student must reach a speed of at least 65 mph prior to entering a turn of sufficient radius to require a minimum 30 mph deceleration. This exercise test may be tested concurrently with emergency response or pursuit tests.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Fluency of Performance
9. Level of Response

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

I. REQUIRED LEARNING ACTIVITIES

A. The student will participate in a learning activity that requires the student to brake suddenly and engage the Anti-lock Braking System (ABS).

B. The student will participate in a learning activity that requires the student to drive a law enforcement vehicle during the hours of darkness (as defined in Vehicle Code Section 280) utilizing headlights. The activity must include emergency response and/or pursuit.

C. The student will participate in a learning activity that requires the student to drive a law enforcement vehicle, during which the student will demonstrate the ability to accurately steer and control the vehicle under high performance cornering conditions, including but not limited to:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Control of Weight Transfer

D. The student will participate in one or more learning activities from the POST-developed Instructor's Guide to *Learning Activities for Leadership, Ethics and Community Policing (December 2005)* or other comparable sources regarding vehicle operations. At a minimum, each activity, or combination of activities must address the following topics:

1. Use of critical thinking and decision making to balance the apprehension of violators against the obligation to drive safely, tactically and responsibly
2. Effects of personal attitudes on emergency or pursuit driving and the interests of public safety
3. Community expectations that officers should be exemplary drivers
4. Accountability as it relates to officer actions during vehicle operation
5. Universal concepts of *Penal Code Section 13519.8* and *Vehicle Code Section 17004.7*

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. The Contractor shall receive reimbursement for services satisfactorily rendered and upon receipt and approval of the Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred, up to the maximum amount of $540,000.00 as described below.

B. All costs indicated herein are fixed rates. Totals may change based on actual usage.

The maximum number of EVOC students to be trained shall be three hundred sixty (360), and the cost per reimbursable student shall not exceed the per student rate of $1,500.00:

360 students X $1,500.00 per student rate = $540,00.00 maximum contract amount

C. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:

- Agreement Number
- Course Title
- Course Control Number
- Dates of EVOC Training
- Authorized rate per student
- Course Roster/s
- An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation. Per Penal Code 13523, POST does not allow reimbursement for Reserve Officers.

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

2. BUDGET CONTINGENCY CLAUSE

   A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

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: In the event that the Commission on Peace Officer Standards and Training and the San Diego County Sheriff's Office are determined by a court to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments 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 State may proceed with the work in any manner deemed proper by the State.

8. 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 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.

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.

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. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. 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.)

b. 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).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SETTLEMENT OF DISPUTES: Except as otherwise provided in this Agreement, any dispute concerning services and payment arising from this Agreement shall be elevated to the Assistant Sheriff of the Human Resource Services Bureau, or his or her designee, and POST's Field Services Assistant Executive Director, or his or her designee. They will meet and confer in good faith within fifteen (15) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, the Sheriff, or his or her designee, and POST's Field Services Assistant Executive Director, or his or her designee, shall meet to discuss resolution of said dispute. Following the meeting between the Sheriff, or his or her designee and POST's Field Services Assistant Executive Director, or his or her designee, POST shall issue a final decision within fifteen (15) business days. This section shall not prohibit Sheriff from pursuing legal action to resolve the dispute.
2. AMENDMENTS: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. TERMINATION CLAUSE: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, for contracts involving the representation of POST courses, POST reserves the right to require the Contractor to discontinue the use of any particular Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor has allegedly engaged in conduct POST deems to be inappropriate, unprofessional, illegal, immoral, deceptive or fraudulent, as determined by POST in its sole discretion. The Contractor shall provide timely evidence to POST of its compliance with this paragraph. Failure to comply may result in the decertification of the Contractor's presentation.
4. CONTRACTOR EVALUATION (*if applicable*): In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.
5. TRAVEL (*if applicable*): Travel expenses and per diem related to the services provided under this Agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

6. SUBCONTRACTING (*if applicable*): The Contractor is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

   Based on "reasonable effort" to the best of its ability, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

   The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI$Cal
Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*: SAN DIEGO SHERIFF'S OFFICE

Remit-To Address (Street or PO Box)*: PO BOX 939062

City*: SAN DIEGO State *: CA Zip Code*+4: 92193-9062

Government Type:
- [ ] City
- [x] County
- [ ] Special District
- [ ] Federal
- [ ] Other (Specify)

Federal Employer Identification Number (FEIN)*: 95-6000934

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
FINANCIAL SERVICES DIVISION	9621 RIDGEHAVEN COURT, SAN DIEGO,
GRANTS UNIT	9621 RIDGEHAVEN COURT, SAN DIEGO,

Contact Person*: RINA MOLINA Title: PRINCIPAL ACCOUNTANT

Phone number*: (858) 289-9905 E-mail address: Rina.Molina2@sdsheriff.gov

Signature*: Rina Molina Date: September 2, 2025

Contractor Certification Clauses

CCC 04/2017

Approved and/or authorized by the Board of Supervisors of the County of San Diego. Meeting Date: 8/26/25 Minute Order No. 3 Date: 9/17/25 By: Deputy Clerk of the Board Supervisors

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
SAN DIEGO SHERIFF'S OFFICE	95-6000934

By (Authorized Signature)

Printed Name and Title of Person Signing

Andrew Potter, Clerk of the Board of Supervisors

Date Executed	Executed in the County of
9/18/25	San Diego

CONTRACTOR CERTIFICATION CLAUSES

Approved: Kelly Martinez, Sheriff

Approved as to form and legality: Mark Day, Sr. County Counsel

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

COSD CLERK OF THE BOARD
2025 SEP 25 PM1:29

County of San Diego

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

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

September 17, 2025

TO:	Andrew Potter Clerk of the Board of Supervisors	A-45
FROM:	Andrew Strong Deputy Chief Administrative Officer	A-65

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

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Pala Band of Mission Indians Fire Department to provide wireless radio communication network through the County Regional Communications System (RCS).

This agreement amendment will generate an estimated annual revenue of $47,442 through June 30, 2026.

This agreement does not exceed the $250,000 annual revenue limit.

The Board of Supervisors approved a waiver of full cost recovery of Board Policy B-29 for overhead costs for RCS program. A copy of the Minute Order (14), June 19, 2001 is attached.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement Amendment No. 2 for Pala Band of Mission Indians Fire Department)

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

Date: September 17, 2025 Department: SHERIFF

Contract Begin Date: 10/1/2025 End Date: 6/30/2026 Grant: NO

*Oracle Award #: 507100 Org #: 39497 Amount: 47,442.00

Contact Person: Mayla Alvaro Phone #: 858-495-5232

Contracting Agency/Grantor: Pala Band of Mission Indians Fire Department

Description: RCS Agreement Amendment to provide radio access up to a maximum limit of 50 radios

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☐ 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: David H. Brooks Date: September 17, 2025

Approved By:

Group Finance Director: Lisa Green Chino Date: 9-24-25

County Counsel: Mark Day Date: 9/24/25

Chief Administrative Officer: [signature] Date: 9/24/25

Office of Financial Planning: Joseph Kennedy Date: 9/25/2025

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* 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.

9/24/25

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

OFP USE ONLY
Init: TK OFP#: 26-28

A&C OFP Form: Contracts Under $250K (03/10/16)

SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From:	Bureau/Division, or Section:	Date:
Mayla Alvaro, (858) 495-5232	Wireless Services Division, O-56	September 17, 2025

Subject:
RCS Customer Agreement Amendment #2 for Pala Band of Mission Indians Fire Department

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. Gayda Pia, Prgm Coordinator WSD, Sheriff's Office		X										
2. David Brooks, Manager, WSD, Sheriff's Office		X						X	X			
3. Karina Galvan, PSG		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG		X						X				
5. Mark Day, Sr. Deputy County Counsel		X						X				
6. Toroshinia Kennedy, Office of Financial Planning		X										
7. Andrew Potter, Clerk of the Board		X						X	X			X
8.												
9.												
10												

COMMENTS
Please email the signed agreement amendment to Mayla Alvaro @ mayla.alvaro@sdsheriff.org. Thank you.

SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

September 17, 2025

TO:	Andrew Strong, Deputy Chief Administrative Officer Public Safety Group	A-65
FROM:	David Brooks, Manager Wireless Services Division, Sheriff's Office	O-56

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT AMENDMENT

This is a request for approval of Pala Band of Mission Indians Fire Department revenue agreement amendment to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This amendment will increase radio count limit to 50. The agreement amendment will generate an estimated annual revenue of $47,442 through June 30, 2026. All other terms and conditions of the original contract remain the same.

This agreement does not exceed the $250,000 annual revenue limit.

The Board of Supervisors approved a waiver of full cost recovery of Board Policy B-29 for overhead costs for RCS program. A copy of the Minute Order (14), June 19, 2001 is attached.

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

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

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A. MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement Amendment No. 2 for Pala Band of Mission Indians Fire Department
Letter to the Clerk of the Board
Minute Order (14), June 19, 2001

AMENDMENT No. 2
SAN DIEGO COUNTY - IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEM
CUSTOMER AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND
PALA BAND OF MISSION INDIANS FIRE DEPT

RECITALS

AR.1 On April 1, 2016, the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office (COUNTY) and PALA BAND OF MISSION INDIANS FIRE DEPT (CUSTOMER) executed a Customer Agreement (Agreement) for use of the San Diego County – Imperial County Regional Communications System (RCS).

AR.2 Agreement Paragraph 20 states: " This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement."

AMENDMENT

A. COUNTY and CUSTOMER agree that the Agreement shall be amended to read as follows:

10. Radio Limit

CUSTOMER is authorized to use up to 50 radios in the RCS without approval of the RCS BOD.

Except as otherwise provided by this AMENDMENT No. 2, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.
Terms and conditions of the AGREEMENT not specified herein remain unmodified.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 2 to the original Agreement, such AMENDMENT No. 2 being effective:

25 of September, 2025 *(To be filled in by Clerk of the Board).*

Day *Month* *Year*

APPROVAL:

RCS Board of Directors

Graham Mitchell, City Manager

RCS BOD Chair

Date: 9/15/2025

APPROVAL:

County of San Diego

Andrew Potter

Clerk of the Board of Supervisors
Date: 9/25/25

Approved as to form:
Office of the County Counsel

Mark Day

Mark Day, Senior Deputy

Date: 9/24/25

APPROVAL:

PALA BAND OF MISSION INDIANS
FIRE DEPT

Signature

Robert Smith

Print Name

Pala Chairman

Title

Date: 9/11/25

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

By: _____ Date: 9/25/25
Deputy Clerk of the Board Supervisors

San Diego – Imperial County
Regional Communications System (RCS)

Customer Agreement

RCS
San Diego County Sheriff's Department
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206

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

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

1st **of** April, **2016.**
Day *Month*

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Department, referred to herein as COUNTY, and **Pala Band of Mission Indians Fire Department** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability; and,

B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD).

C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.

D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.

E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

   The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

   The COUNTY shall provide a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

   In entering this Agreement, CUSTOMER acknowledges that use of the COUNTY will be controlled by the RCS BOD, a governing board acting with the authority of the County of San Diego Board of Supervisors to administer the RCS. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

   No actions by the RCS BOD or the County of San Diego Board of Supervisors may be so broad in nature that they negatively affect or impact the operational or legal integrity of the CUSTOMER.

4. ***Monthly Fees for RCS Use:***

   CUSTOMER agrees to pay the COUNTY $76.07 per radio, per month, as may be modified by Section 6, for radios which CUSTOMER places in service on the RCS network.

5. ***Establishment of Initial Talk Group and Initial Programming:***

   COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

6. ***Monthly Fee Changes:***

   The monthly fee for RCS operational costs will be reviewed and set annually by the RCS BOD. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

7. ***Payment of Fees:***

   COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. The charge for radios

programmed for use will be prorated by the day, using a 30 day month. CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

8. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

9. ***Radio Limit:***

CUSTOMER is not authorized to exceed **35** radios using the RCS without approval of the RCS BOD.

10. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

11. ***Radio Programming:***

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by RCS BOD.

12. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the RCS BOD.

13. ***Training:***

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. ***Radio Maintenance:***

CUSTOMER is responsible for maintenance and repair of its radio equipment. CUSTOMER agrees to provide repaired radios to COUNTY Wireless Services Division staff for inspection prior to reuse.

15. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

16. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

17. ***Network Access Priority:***

The RCS BOD will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

18. ***Coverage:***

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

19. ***Term of Agreement:***

The Agreement will expire on **March 31, 2021**.

20. ***Agreement Modification; Entire Agreement:***

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

21. ***Termination of Agreement:***

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

22. ***Grievance Procedure:***

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

23. ***Defense and Indemnity:***

1. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER 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. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER 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 CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

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

Points of Contact for Agreement:

Point of Contact RCS:

Gayda S. Pia
Principal Administrative Analyst
Regional Communications System
San Diego County Sheriff's Department
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

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

Point of Contact Customer:

Anthony Ravago
Fire Chief
Pala Band of Mission Indians
Fire Department
34884 Lilac Extension Road
Pala, CA 92059

Tel: (760) 742-1632
Email: aravago@palatribe.com

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

APPROVAL:
RCS Board of Directors

William F. Paskle, Fire Chief
RCS BOD Chair

Date: 1-20-16

APPROVAL:
County of San Diego

David Hall
Clerk of the Board of Supervisors

Date: 3/7/16

Approved as to form:

Office of the County Counsel
William L. Pettingill

BY: _____

Date: 3/4/16

APPROVAL:

Print Name

Signature

Title

Date: 2/10/16

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 3/4/2016
Deputy Clerk of the Board Supervisors

END OF AGREEMENT

AMENDMENT No. 1
SAN DIEGO COUNTY - IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEM
CUSTOMER AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND PALA BAND OF MISSION INDIANS FIRE DEPT

RECITALS

AR.1 On April 1, 2016, the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Department (COUNTY) and Pala Band of Mission Indians Fire Dept (CUSTOMER) executed a Customer Agreement (Agreement) for use of the San Diego County – Imperial County Regional Communications System (RCS).

AR.2 Agreement Paragraph 20 states: " This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement."

AMENDMENT AND EXTENSION

A. The termination date in Paragraph 19 of the Agreement is hereby changed to June 30, 2026.

Except as otherwise provided by this AMENDMENT No. 1, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.
Terms and conditions of the AGREEMENT not specified herein remain unmodified.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 1 to the original Agreement, such AMENDMENT No. 1 being effective 1ST day of April 2021.

APPROVAL:

RCS Board of Directors

Jim Lydon, Fire Chief

RCS BOD Chair

Date: 2/22/2021

APPROVAL:

County of San Diego

Andrew Potter

Clerk of the Board of Supervisors

Date: 3/24/21

Approved as to form:
Office of the County Counsel

Mark Day

Mark Day, Senior Deputy

Date: 03/02/2021

APPROVAL:

Pala Band of Mission Indians Fire Dept

Signature

Print Name

Title

Date: 2/19/2021

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

By: C. Rodg Date: 3/23/21
Deputy Clerk of the Board Supervisors

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

MINUTE ORDER NO. 14

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

OVERVIEW:

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

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

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

Establishment of a reward program for return of lost/found RCS radios
At the direction of the RCS Board of Directors, an RCS Lost/Found Radio Reward Program has been developed to encourage the return of misplaced or stolen RCS affiliated radios. The estimated $1,500 annual cost of this program will be shared by all RCS subscribers as part of their monthly Network Operating Cost (NOC). The RCS Board of Directors recommends Board of Supervisors approval of this program.

Waiver of full cost recovery of B-29 overhead costs for RCS program
The RCS Board of Directors recommends the permanent waiver of overhead costs for the RCS program, except vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid. Other overhead costs have not been assessed on the RCS program in the past, and this request is for the Board of Supervisors to permanently waive this requirement.

Use of RCS by Public Safety Agencies during Santana and Granite Hills High School Incidents
The recent tragic shooting events at Santana and Granite Hills high schools have underscored the effectiveness of the RCS as a command and control tool for public safety agencies. Numerous agencies responding to these events were able to communicate effectively with each other and provide critical public safety services to the citizens affected by these tragedies.

RCS Strategic Vision
The RCS supports the County's Strategic Initiative to strengthen county-wide efforts to make the region a safer place to live and visit by increasing community accountability for public safety. The RCS is administered by the RCS Board of Directors who represent the numerous agencies throughout the County that utilize this regional public safety communications system. The RCS greatly benefits the citizens of the County of San Diego.

FISCAL IMPACT:
Recommendations 1 and 2
The $177,918 in FY 01-02 overhead costs of the RCS program will continue to be absorbed by the County of San Diego General Fund as they have been since the RCS program began in 1995. The exceptions will be vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid.

Recommendations 3 and 4
Funds coming from the City of Lemon Grove will benefit the County General Fund by reducing the County share of ongoing network operational costs that support the Sheriff's Department Wireless Services Unit budget. In accordance with the March 1995 RCS Agreement, Lemon Grove has agreed to pay $507,985 of principal towards the infrastructure of the RCS in exchange for full partnership in the RCS, conditioned on the waiver of past RCS interest costs in the amount of $124,906. The County is currently paying the debt service payment for this principal amount. Upon Board of Supervisors approval, Lemon Grove will pay $507,985 amortized over 14 years at 5.65% interest. Their first annual payment in the amount of $53,473 will be made in May 2001. Lemon Grove will also assume ongoing RCS NOC charges of approximately $30,538 per year, depending on the number of radios used. Additionally, Lemon Grove will pay RCS NOC charges of $44,492 for the period of time they have already used the RCS network.

Recommendation 5
Per the attached RCS Customer Service Agreements, 18 new customer agencies have agreed to pay a monthly fee to receive RCS service. These agencies will generate approximately $181,741 in FY 00-01 NOC revenue. Additionally, these agencies will pay approximately $47,277 in RCS NOC charges for the period of time they have already used the RCS network. This will result in approximately $229,018 of FY 00-01 RCS NOC over-realized revenue.

Recommendation 6
The fiscal impact of future agreements with new RCS agencies will be presented annually to Board of Supervisors for approval.

Recommendations 7 and 8
The RCS Trust Fund will be funded with $308,122 from over-realized FY 99-00, RCS/NOC revenue collected from RCS agencies; and over-realized FY 00-01, RCS/NOC revenue from Lemon Grove and 18 RCS non-partner customer agencies.

Recommendation 9
The FY 01-02 monthly RCS charges per radio will generate $1,540,016 in revenue from non-County agencies utilizing the RCS network.

Recommendation 10
The cost of the $1,500 reward program for the return of lost/found RCS radios will be shared by all RCS subscribers as part of their monthly NOC charges.

RECOMMENDATION:
SHERIFF

1. Waive Board Policy A-91, Mid-Year Budget Changes.

2. Waive Board Policy B-29, Full Cost Recovery, regarding FY 01-02 overhead costs for the RCS program, except vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid.

3. Approve Lemon Grove's partnership in the RCS and authorize the Clerk of the Board to execute their agreement with the County of San Diego effective March 20, 2001.

4. Waive past RCS interest for Lemon Grove in the amount of $124,906.

5. Approve the 18 RCS non-partner customer agency agreements, adopt the resolution to approve the contract with California Department of Corrections and authorize the Clerk of the Board to execute their agreement with the County of San Diego.

6. Authorize the RCS Board of Directors, with guidance and concurrence of the County's Auditor and Controller, to enter into agreements mid-year with new RCS agencies and return annually for ratification of agreements by County Board of Supervisors.

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7. Establish an interest bearing RCS Trust Fund for over-realized NOC revenue collected from RCS agencies.

8. Establish appropriations of $308,122 in the Sheriff's Department for initial funding of the RCS Trust Fund based on fund balance available from FY 99-00 RCS/NOC over-realized revenue. (4 Votes)

9. Approve the FY 01-02 monthly RCS charges per radio for participating member agencies, and the RCS FY 01-02 budget as recommended by RCS Board of Directors.

10. Authorize the establishment of a $1,500 reward program for the return of lost/found RCS radios. Limit the reward per radio to $100.

ACTION:
ON MOTION of Supervisor Cox, seconded by Supervisor Roberts, the Board of Supervisors took action as recommended, on Consent, adopting Resolution No. 01-180, untitled: A RESOLUTION OF THE COUNTY OF SAN DIEGO TO APPROVE CONTRACT NO. P00.4021 WITH THE CALIFORNIA DEPARTMENT OF CORRECTIONS.

AYES: Cox, Jacob, Slater, Roberts, Horn

State of California)
County of San Diego)SS

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

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By_____
Denise McClendon, Deputy

BOARD OF SUPERVISORS
SAN DIEGO COUNTY, CALIFORNIA

COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY

Memorandum

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

To: **Clerk of the Board**
CC: **County Counsel**
From: **Jennifer Staples**
Date: **September 3, 2025**
Re: **CF-2223-23-A4**

Enclosed please find the following:
(1) *Original Full Agreements*
(3) *Original First Pages*
(1) Minute Order

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

Clerk of the Board: Please retain (1) *Full Agreement- Amendment 4* for your records. Sign and return (2) *Original First Pages-Amendment 4* with **original signatures only** **(no signature stamps)** to:
Jennifer Staples
Aging & Independence Services (AIS)
MS: W433
858-226-1132

Please forward this Cover Sheet with documents

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

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, 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
     - Area Plan Agreement (AP-2122-23 & AP-2223-23)
     - 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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 **PAGE**

SCO ID: 4170-CF222323-A4

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING AUTHORITY NUMBER
CF-2223-23	4	

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
09/30/2026

3. The maximum amount of this Agreement after this Amendment is:
$ 2,695,656 Two million six hundred ninety-five thousand six hundred fifty-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 extends the term of the Agreement by one year, through September 30, 2026 for the CalFresh Expansion (Outreach) Program **only**. The CalFresh Healthy Living (SNAP-Ed) Program will only be extended through June 30, 2026. Any and all other funding and related conditions are subject to specific deadlines as stated in the original Agreement.

B. This amendment adds $175,576 of fiscal year 2025-26 funds for the CalFresh Expansion (Outreach) Program. The new maximum amount of this Agreement is $2,695,656.

C. Exhibit B, Attachment 1 - Budget Display (1 page), identified as Amendment 4, is hereby added to the Agreement. The Budget, Amendment 4, 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	CITY	STATE	ZIP
P.O. Box 23217	San Diego	CA	92193-3217

PRINTED NAME OF PERSON SIGNING	TITLE
Andrew Potter	Clerk of the Board
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	9/22/25

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Andrew Sachs	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

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 05/10/2022 Minute Order No. 05
By: Deputy Clerk of the Board Supervisors Date: 7/19/2025

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4170-CF222323-A3

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'

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 4/30/24 Minute Order No. 7
By: Date: 5/23/25
Deputy Clerk of the Board Supervisors

State of California
California Department of Aging
Exhibit B, Attachment 1 - Budget Display

Agreement # CF-2223-23
Date 03/25/25
Amendment: 3

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

SCO ID: 4170-CF222323-A2

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	2	

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	CITY	STATE	ZIP
P.O. Box 23217	San Diego	CA	92193-3217

PRINTED NAME OF PERSON SIGNING	TITLE
Andrew Potter	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	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	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'

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 4/30/24 Minute Order No. 7
By: Deputy Clerk of the Board Supervisors Date: 5/8/24

State of California
California Department of Aging
Exhibit B, Attachment 1 - Budget Display

Agreement #: CF-2223-23
Date: 01/31/24
Amendment: 2

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	$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

SCO ID: 4170-CF222323

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
CF-2223-23	

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	CITY	STATE	ZIP
P.O. Box 23217	San Diego	CA	92193-3217

PRINTED NAME OF PERSON SIGNING	TITLE
Andrew Potter	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	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	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'

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 5/10/2022 Minute Order No: 5
By: Date: 11/12/2022
Deputy Clerk of the Board Supervisors

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4170-CF222323-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 **PAGES**

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING 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

COSD CLERK OF THE BOARD
2023 MAR 29 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: 5/10/22 Minute Order No. 5
By: [signature] Date: 3/29/23
Deputy Clerk of the Board Supervisors

State of California
California Department of Aging
Exhibit B, Attachment 1 - Budget Display

Agreement #: CF-2223-23
Date: 02/28/23
Amendment: 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

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.

State of California
California Department of Aging
Exhibit B, Attachment 1 - Budget Display

Agreement #: **CF-2223-23**
Date: **10/01/22**

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

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 <u>may not occur until approval is received from CDA</u>. 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. <u>Compliance Monitoring</u>

   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%20Rights092015.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.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4170-CF222323-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES**

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING 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	CITY	STATE	ZIP
P.O. Box 23217	San Diego	CA	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	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	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**

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 Agrticulture, 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
     - Area Plan Agreement (AP-2122-23 & AP-2223-23)
     - 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