District Attorney Community Grant Program Agreement between the County of San Diego and Organization/Business Name

This Grant Agreement, including Exhibit A and B (the "Agreement"), is entered into between the County of San Diego, a political subdivision of the State of California (the "Grantor"), and **Organization/Business Name** (the "Grantee"), on **February 01, 2027** (the "Effective Date").

Whereas the San Diego County District Attorney's Office supports building strong and viable partnerships with community and collaborating on efforts to achieve the highest level of public safety for the citizens of San Diego County; and

Whereas, on December 11, 2018 (1), the Board of Supervisors authorized the District Attorney's Office to administer the Community Grant Program (CGP); and

Whereas, on January 28, 2026 (1), the Board of Supervisors renewed the authorization for the District Attorney's Office to administer the Community Grant Program (CGP); and

Whereas, the Board of Supervisors adopted the Fiscal Years 2026 – 2028 Operational Plan for the District Attorney's Office, including funding to support CGP; and

Whereas, the District Attorney's Office seeks to engage the community to identify and implement new and innovative methods to address community safety and expand community assets such as hope and resilience; and

Whereas, Grantee meets the criteria to receive funding through the CGP and has been awarded a CGP grant;

Now, therefore, the parties agree as follows:

1. **Purpose of the Grant.** Grantee shall use the funds provided by the County under this Agreement for Community Grant Program services ("Grant-Related Activities") as defined by the District Attorney's Office during the grant application process. Grantee will use evidence-based practices and/or evidence-informed practices, where appropriate, when providing services related to this program. The use of evidence-based practices in the delivery of services provides a strategic and deliberate method grounded in proven research and supported by principles that increase the probability of effectively achieving desired outcomes.

   Grantee Service Plan
   Grantee will provide services as described in Exhibit A (Grantee Application) and Exhibit B (Grantee Reporting Requirements) incorporated in this agreement.

   In the event of a conflict between Exhibit A or B and this Agreement, the terms and conditions of the Agreement shall govern.

2. **Term of Agreement.** The term of this Agreement shall be the 12-month period following Grant Agreement inception, starting on the Effective Date as specified above.

3. **Time Period for Use of Grant Funds and Documentation of Expenditures.**
   - **a.** Grantee shall spend all grant funds provided by the County for the purpose specified in paragraph 1 and Exhibit A before the end of the Term of Agreement.
   - **b.** Grantee shall maintain records of expenditures associated with this Grant for the duration of the audit period specified in paragraph 12 and shall make these records available to the County Administrator upon request.
   - **c.** If after reviewing Grantee's accounting of the costs incurred, the County's administrator:
     - i. determines that the Grantee failed to spend all of the grant funds;
     - ii. disallows any expenditure by Grantee; or
     - iii. determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this agreement;

     Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within fifteen (15) business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due or to become due to Grantee under this Agreement or any other agreement with the County.
   - **d.** If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement. Within fifteen (15) business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator. Grantee's failure to comply with this refund requirement shall constitute a material breach of this Agreement.
   - **e.** Unless authorized by the County's administrator, expenditures incurred by the Grantee prior to the effective date of this Agreement for the purpose specified in paragraph 1 are not eligible expenditures under Subparagraph (b) above.
   - **f.** If Grantee fails to use all grant funds as specified in paragraph 4 below before the deadline specified in paragraph 2 above, Grantee may request an extension of the Term. Grantee shall make any such request in writing at least two weeks before the deadline specified in paragraph 2 above. Grantee and the County's administrator may agree in writing to extend the Term of Agreement to allow Grantee additional time to spend the grant funds for the purpose as specified in paragraph 1.

4. **Amount of Grant Award.** The County agrees to pay Grantee a total amount of **$XX.**

   Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.

5. **Restrictions on use of Grant Funds.**
   - **a.** Grant funds shall not be used for any purposes prohibited by laws governing the use of public funds, including but not limited to, religious, lobbying or political campaigning, or purely private purposes or activities.
   - **b.** Any Grantee that provides or participates in any activity for which public funds may not be used, shall inform the County of this activity prior to accepting any grant funds. Grantee shall

ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.

c. Grantee shall not spend any part of the grant amount on fundraising activities.

d. Grantee shall not spend any part of the grant amount on food or beverages; except when providing food and beverages to program participants is included in the scope of the grant, as specified by paragraph 1.

e. Grantee may not include or report expenditures under this Agreement for which Grantee has received or is or will be claiming funding from any other source. Grantee's failure to comply with this requirement shall constitute a material breach of this Agreement.

f. Grantee shall not donate any portion of this Grant to a third party.

g. Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.

h. Grantee's failure to comply with any provision in paragraph 5 shall constitute a material breach of this Agreement.

6. **Grantee Reporting Requirements.** Grantees shall be responsible for preparing and submitting program information and progress reports to the District Attorney's Office in the format and timeline provided by the District Attorney's Office in Exhibit B.

7. **Maintaining Records.** The Grantee shall be responsible for maintaining records consistent with activities described in the Agreement and consistent with program and progress reporting submitted to the District Attorney's Office under this Agreement.

All records shall be made available to the County upon request for the duration of the audit period specified in paragraph 12.

8. **Grantee Training Requirements.** Within thirty (30) days of executing this Agreement, the Grantee shall complete a training provided by the District Attorney's Office to review reporting requirements as indicated in Exhibit B. If requested by the Grantor, the Grantee shall also participate in technical assistance workshops during the term of this Agreement.

9. **Grantee Authorized Representative.** The person identified on the signature page shall ensure that the Grantee's duties under this Agreement shall be performed on behalf of the Grantee by qualified personnel; Grantee represents and warrants that (1) Grantee has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Grantee's Authorized Representative has full authority to act for the Grantee hereunder. The County shall be notified in writing within five (5) business days of when Grantee's Authorized Representative is changed during the Term of the Agreement. County reserves the right to terminate this Agreement pursuant to paragraph 13 "Termination for Convenience of County" if Grantee's Authorized Representative should leave Grantee's employ, or if, in County's judgment, the work hereunder is not being performed by Grantee's Authorized Representative.

10. **Administration of Agreement.** The District Attorney's Office shall administer this Agreement on behalf of the County, and **Organization/Business** shall administer this Agreement on behalf

of the Grantee. The Grantee assumes all responsibility for meeting program objectives and complying with the terms as outlined in this Agreement, regardless of subcontractors hired. The District Attorney's contact address is noted in paragraph 11, below.

11. Notice. All communications required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: Community Grant Program Administrator
San Diego County District Attorney's Office
330 W. Broadway, Suite 1300
San Diego, CA 92101
CommunityGrant@SanDiegoDA.gov

Grantee: Contact Person
Title
Organization/Business Name
Address 1
Address 2
email@address.org
Contact Phone

Notices that are personally served shall be deemed delivered on the date served. Notices sent by certified mail shall be deemed delivered 5 County business days after mailing. County and Grantee may from time to time designate a new address for providing notice by providing notice of the new address in accordance with this paragraph.

12. Audit and Inspection of Records. At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine, and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records should be made available for examination within San Diego County. Grantee shall maintain such records in an accessible location and condition for a period of not less than four (4) years following receipt of final payment under this Agreement. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.

13. Termination for Convenience of County. County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with documentation of transferred expenditures setting forth Grantee's total actual expenditures for the purpose of the transfer as of

the effective date of termination. Within fifteen (15) days after the effective date of termination, Grantee shall refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the transfer, as determined by County's administrator, as of the effective date of termination.

14. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with documentation of expenditures setting forth the Grantee's total actual expenditures for the purpose of the transfer as of the effective date of termination. Within fifteen (15) days after the effective date of termination, Grantee shall refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the transfer, as determined by County's administrator, as of the effective date of termination.

15. **Agreement Progress Meeting.** The Grantor, if requested, will meet periodically with the Grantee to review the Agreement performance. At these meetings the Grantor will apprise the Grantee of how the County views the Grantee's performance and the Grantee will apprise the County of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

16. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees, and volunteers shall act in an independent capacity and not as officers, employees, agents, or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.

18. **Lobbying.** Grantee agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Grantee from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

19. **Subject to Inspection.** All performance (including services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Grantee shall cooperate with any inspector assigned by the County to permit the

inspector to determine whether Grantee's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Grantee's performance.

20. **Compliance with Laws and Regulations.** Grantee shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Grantee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

21. **Criminal Background Checks and Subsequent Arrest Notification.** Grantee shall ensure that criminal background checks are completed prior to employment or placement of any workforce member who will have direct contact with children under the age of eighteen (18) under this Agreement. Background checks must comply with all applicable licensing, certification, funding, or Agreement requirements, including Board of Supervisors Policy C-28 and Education Code Section 45125.1 when applicable.

    Grantee shall have a documented process for reviewing information to determine if criminal history presents an increased risk of harm to clients or services performed under this Agreement. Grantee shall maintain documentation of its review and consideration of criminal history in accordance with record retention requirements.

    In addition to the initial background check, Grantee shall utilize a subsequent arrest notification service or perform annual criminal background checks during the term of this Agreement for any workforce member providing services under this Agreement.

    County shall not be responsible for any costs associated with criminal background checks or subsequent arrest notifications.

22. **Confidentiality.** County and Grantee agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation, County and Grantee agree to only disclose confidential records where the holder of the privilege, whether the County, the Grantee or a third party, provides written permission authorizing the disclosure. Grantee understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Grantee demands that County not disclose requested records Grantee believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Grantee's demand if Grantee identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Grantee of the request for disclosure of records. If Grantee does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Grantee agrees that its defense and indemnification obligations set forth in this Agreement extend to any Claim against the County for

records the County withholds from disclosure at Grantee's direction. This section shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

23. **Law and Regulations.** County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Grantee's work under this Agreement. Those laws and regulations may be set forth in this document or its associated Exhibits, if any. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

24. **Grantee Permits Insurance and License.** Grantee certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, insurances, licenses, and other forms of documentation required for it to operate and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, insurances, and licenses prior to the commencement of any services hereunder.

25. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

26. **Defense and Indemnity.** County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collective, "County Parties") against any and all claims, which arise out of or are in any way connected to County's provision of funds and/or Grantee's use of County funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

27. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.

28. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written,

are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.

29. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant, or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.

30. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.

31. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

32. **Corporation Qualified to Do Business in California.** If Grantee is a California corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.

33. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in paragraph 2 above or the termination of this Agreement under paragraph 13 and 14 above.

34. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

35. **Recognition.** If Grantee chooses to give written recognition of this grant, Grantee shall recognize the County of San Diego and not one or more individuals.

36. **Media Release.** Grantee will coordinate with County's Administrator on releases of information to the press related to the Agreement prior to dissemination. Grantee must email the draft information to the County's Administrator one week in advance of the release of information. Grantee shall not use the County's, or any County department's name or seal for promotional purposes without written permission from the County.

37. **Equity and Inclusion.** Grantee will ensure fair treatment, equality of opportunity, and fairness in access to services and resources provided by this grant.

38. **Disbarment, Suspensions and Related Matters.** Grantee certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Grantee,

its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers are not presently under investigation, debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, currently under investigation, by any federal, state, or local department or agency; and have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them. Grantee shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Grantee from making the certifications contained in this paragraph on an ongoing basis. Such disclosure shall be made in writing to the County within five (5) business days of when Grantee discovers or reasonably believes there is a likelihood of such occurrence.

39. **Counterparts and Electronic Signatures.** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures in accordance with California law, which signatures shall be deemed an original.

WHEREFORE, the parties execute this Agreement on the date first written above.

The undersigned hereby certifies that they are a duly authorized official of their organization/business and has the authority to sign on behalf of the organization/business and assures that all statements made in this application are true and will comply with all terms and conditions set forth, unless otherwise stipulated.

COUNTY OF SAN DIEGO	GRANTEE
BY: _____	BY: _____
Michelle Bush Chief, Administrative Services County of San Diego District Attorney's Office	**Authorized Representative Name** **Title** **Organization/Business Name**
Date: _____	Date: _____

District Attorney Community Grant Program Agreement between the County of San Diego and Organization/Business Name

EXHIBIT A – ORGANIZATIONS SUBMITTED APPLICATION

District Attorney Community Grant Program Agreement between the County of San Diego and Organization/Business Name

Exhibit B – Grantee Reporting Requirements

In accordance with Section 6 of the Agreement, Grantees are required to provide timely and accurate program reports to the District Attorney's Office. Reports must be submitted monthly and semiannually, utilizing the method specified by the District Attorney's Office. Each report shall, at a minimum, address program progress as well as the status of performance metrics and expenditures outlined below.

Monthly Reporting:

Number of Participants Served: The Grantee shall submit a monthly report by the 15th day of each month during the term of the Agreement. The Grantee shall include the following information for the preceding month's activities:

a. The total number of unduplicated (new) individuals served;
b. The total number of individuals served, including both unduplicated (new) and duplicated individuals; and
c. If the scope of the program plan does not include providing direct services to the public or there were no participants served during the month, provide a brief description of the program progress and status.

Semiannual Reporting:

Performance Outcomes: The Grantee shall submit a semi-annual report 6 and 12 months post inception of this Agreement. The District Attorney's Office will prescribe the Grantee with Performance Metrics based on Grantee Application in Exhibit A. The Grantee shall track, measure, document, and report the Performance Metrics in accordance with the terms set forth in the Agreement. Each performance metric has an associated data source defined as follows:

- *Performance Metric*: A measurable indicator of program implementation, outcomes, or service effectiveness.
- *Data Source*: The documentation or records maintained by the Grantee supporting the validity of the Performance Metric.

The following performance metrics apply to this Agreement and shall be tracked and reported by the Grantee in accordance with the Agreement.

Performance Metrics:

Metric	Performance Metric Definition	Data Source
1		
2		
3		

District Attorney Community Grant Program Agreement
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Expenditure Reporting: The Grantee shall maintain all financial records in accordance with the Agreement. The following financial performance questionnaire shall be completed and reported by the Grantee as part of the semi-annual reporting requirements. The Grantee shall provide a brief explanation.

Question	Yes or No	Explanation
Are grant expenditures to date consistent with the approved grant budget?		
Have grant funds been used only for the services, activities, and purposes approved in the grant agreement?		
Have there been any significant changes, transfers, or variances in how grant funds are being spent?		
Are you on track to spend the grant funds appropriately by the end of the grant period?		
Are you aware of any expenditures that may not meet the grant program's requirements or may require additional approval?		

Reporting Timeline: The Grantee shall submit the first semi-annual report within 30 days of the end of the first 6 months of the term of the agreement. The Grantee shall submit the second semi-annual report within 30 days of the end of the full term of the Agreement.