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Next EDC Resolution Number SPEDC2026-006



SAN PABLO EDC
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SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING AGENDA

Board of Directors

Genoveva Garcia Calloway, Chair

Saman Farid, Vice Chair

Kanwar Singh, Treasurer (excused absence)

Stephen Baiter, Director (excused absence)

Arturo Cruz, Director

**WEDNESDAY, March 18, 2026
6:00 PM**

Copies of this agenda and non-exempt public records relating to an open session item on this agenda will be available upon request to saeidb@sanpabloedc.org. The agenda may also be viewed at www.SanPabloEDC.org.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ ROLL CALL

PUBLIC COMMENTS: The public is encouraged to address the San Pablo EDC Board on any matter listed on the agenda or any other matter within its jurisdiction subject to the rules of decorum to be described and acted on by the Board. If you wish to address the Board, please email saeidb@sanpabloedc.org with "Speaker Form" in the subject line. The Board will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote.

EXECUTIVE DIRECTOR REMARKS

CONSENT AGENDA

All matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. The disposition of the item is indicated. There will be no separate discussion of these items. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered separately.

CONSENT AGENDA (3 items)

1. Minutes of the February 18, 2026 regular meeting (pages 3-4)
Recommendation: Approve
2. San Pablo EDC FY25-26 Financial Statements ending January 31, 2026 (pages 5-15)
Recommendation: Receive and file
3. Resolution authorizing grant application for \$15,000 to BMO Bank (pages 16-20)
Recommendation: Approve

*** * * END OF CONSENT AGENDA * * ***

REGULAR AGENDA – ITEMS FOR DISCUSSION

1. Resolution authorizing amendments to fiscal year 2025-26 memorandums of understanding for three training partners, Contra Costa Truck Driving School, Michael’s Transportation Services, and Vasco Career College to increase Measure S funding maximum per San Pablo resident of \$7,500 (pages 21-62)

Recommendation: Approve

ADJOURNMENT

Adjourn to next regular meeting scheduled for **Wednesday, April 15, 2026**, at 6:00 PM.



MINUTES OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS REGULAR MEETING

WEDNESDAY, FEBRUARY 18, 2026

ROLL CALL

The Board of Directors (Board) meeting was called to order at 6:04 PM in the San Pablo Economic Development Corporation (San Pablo EDC) Offices at 1000 Gateway Avenue, First Floor, San Pablo, California. Present were Chair Genoveva Calloway, Treasurer Kanwar Singh, Director Patricia Ponce and Director Stephen Baiter. Vice Chair Saman Farid joined at 6:09 PM. Also present were Executive Director Leslay Choy and Board Secretary Saeid Babay Hosseini.

PUBLIC COMMENTS

There were no public comments.

EXECUTIVE DIRECTOR REMARKS

Executive Director Choy debriefed the board on the Sweetheart of the Mixer and announced Small Business of the Year nominations were open. She also shared that the San Pablo Scholarship Program application was open. Finally, she noted a number of partnerships in development.

CONSENT AGENDA

1. Minutes of the January 21, 2026 regular meeting
Recommendation: Approve
2. Resolution authorizing executive director to execute lease amendment with San Pablo Responsible and Compliant Retail LLC
Recommendation: Approve

It was moved by Treasurer Singh, seconded by Chair Calloway, and passed by a vote of those present to adopt the items on the Consent Agenda. The motion passed as follows:

AYES: Baiter, Calloway, Farid, Ponce, Singh
NOES: None
ABSTAIN: None
ABSENT: None

PRESENTATIONS

1. Acknowledgement of Director Patricia Ponce's board service
Recommendation: Receive, applaud and file

Executive Director Choy recognized Director Patricia Ponce for her dedicated service to the San Pablo EDC Board. Board members shared words of appreciation for her leadership and contributions to the organization and community. It was moved by Director Baiter and seconded by Vice Chair Farid to receive and file the presentation.

REGULAR AGENDA

Resolution nominating and electing Arturo Cruz for a two-year term as a city-nominated board director

Executive Director Choy introduced the item regarding the City of San Pablo’s nomination of Councilmember Arturo Cruz to serve as a city-nominated Director on the San Pablo EDC Board. She noted the Governance Committee interviewed the nominee and that the position follows the completion of Director Patricia Ponce’s final term. Following board discussion, it was moved by Treasurer Singh, seconded by Director Baiter and passed by a vote of those present to adopt **RESOLUTION SPEDC2026-004**, a resolution to nominate and elect Arturo Cruz for a two-year term as a city-nominated board director.

AYES: Baiter, Calloway, Farid, Ponce, Singh
NOES: None
ABSTAIN: None
ABSENT: None

Resolution authorizing “Sustainable Business Award” sponsored by MCE as part of Small Business of the Year

Executive Director Choy introduced the item and explained that MCE will sponsor a new “Sustainable Business Award” as part of the San Pablo Small Business of the Year program to recognize businesses with sustainable or green practices. Following board discussion, it was moved by Chair Calloway, seconded by Director Ponce and passed by a vote of those present to adopt **RESOLUTION SPEDC2026-005**, a resolution to authorize the addition of the “Sustainable Business Award” sponsored by MCE as part of Small Business of the Year.

AYES: Baiter, Calloway, Farid, Ponce, Singh
NOES: None
ABSTAIN: None
ABSENT: None

ADJOURNMENT

It was moved by Chair Calloway and seconded by Director Farid to adjourn the meeting at 6:27 PM to the next regular meeting scheduled for **Wednesday, March 18, 2026** at 6:00 PM.

Respectfully submitted,

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Chair

SAN PABLO EDC BOARD REPORT



DATE: March 18, 2026
TO: San Pablo EDC Board
FROM: Leslay Choy, Executive Director 
Bradley Ward, Controller
SUBJECT: SAN PABLO ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2026-26 FINANCIAL STATEMENTS THROUGH JANUARY 2026

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Receive and file report.

BACKGROUND

As part of its ongoing fiduciary oversight, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) reviews the organization’s financial reports. These reports are typically received and reviewed in advance by Board Treasurer and Finance Committee member, Kanwar Singh; however, as he is on vacation, financials were shared with Chair Genoveva Calloway, Finance Committee Member. Financials compare year-to-date expenses to annual budget in a format recommended by Treasurer Singh. The Board is asked to review; our apologies to the Board as the transition from desktop to online with QuickBooks has been a monstrous undertaking and is still causing several bugs in Excel.

ANALYSIS OF FINANCIAL REPORTS

Attached is a set of financial reports through January 2026. The lead item is the balance sheet, which shows the organization’s financial position as of January 31, 2026. The January balance sheet reflects assets of \$5,104,451, liabilities of \$ 1,744,816, and equity of \$3,329,635. For any professional agreement where San Pablo EDC receives the lump sum up front, Account 25800 is used for the unearned portion of the agreement, and changes the month-over-month liabilities, reducing as the year advances.

The second section of the report is the year-to-date profit and loss (P&L) statement through January 31, 2026 with comparison to budget. The P&L statements are presented as a summary of the Total Budget for Operations, Measure S and Total Grants. The first column represents year-to-date (YTD) revenue and expenses by budget item; second column represents total budget; third column represents year-to-date variance to budget. EDC recognizes income on an accrual basis.

The first part of the Total P&L statement is revenue (income). Total income through January is \$1,127,293, representing 65% of budgeted income with 58.3% of the fiscal year complete. Of note, Suite B revenue at Mission Plaza continues to be delayed. Staff no longer anticipate any income under 47200 from this tenant through June 2026.

The second part of the P&L, which includes other expenses less depreciation, represents expenses, the bulk of which are 62100 Contract Services, 65000 Operations and 66000 Payroll. YTD expenses were \$940,451 or 52% of the annual budget. Note that benefits and software subscription costs are increasing.

Monthly non-cash depreciation of \$3,739 (year-to-date \$26,175) for the EDC’s commercial building asset, Mission Plaza, is accounted for as “other expense” in account 70100, as it does not affect operations. By classifying it this way, the EDC separates operations and cash usage from non-cash activity. This is referred to as EBITDA or earnings before interest, taxes, depreciation and amortization.

Attachments

- San Pablo EDC FY25-26 Financial Statements through January 2026

Balance Sheet
San Pablo Economic Development Corporation Inc
As of January 31, 2026

Distribution account	Total
Assets	
Current Assets	
Bank Accounts	
10000 SPEDC Checking Acct.	738,933.52
10005 Money Market ...1115	2,223,452.73
10015 TCU Checking /Savings Account	248.45
10100 Petty Cash	100.00
Total for Bank Accounts	\$2,962,734.70
Accounts Receivable	
11000 Accounts Receivable	948,234.51
Total for Accounts Receivable	\$948,234.51
Other Current Assets	
12000 Undeposited Funds {73}	1,000.00
Total for Other Current Assets	\$1,000.00
Total for Current Assets	\$3,911,969.21
Fixed Assets	
14100 Buildings - Operating	1,540,000.00
14200 Accumulated Depreciation	-347,757.77
Total for Fixed Assets	\$1,192,242.23
Other Assets	
18600 Other Assets	240.00
Total for Other Assets	\$240.00
Total for Assets	\$5,104,451.44
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	44,365.32
Total for Accounts Payable	\$44,365.32
Credit Cards	
20500 SPEDC Credit Card	1,205.42
Total for Credit Cards	\$1,205.42
Other Current Liabilities	
24000 Payroll Liabilities {72}	
24250 California SUI / ETT	-0.02
24300 Health Insurance	2,284.90
24350 Mutual of America 403(b)	
W/H	2,152.55
Total for 24000 Payroll Liabilities {72}	\$4,437.43
25800 Unearned or Deferred Revenue	380,208.31
25820 Security Deposit	19,600.00
25830 Funds Held for Others	25,000.00
Total for Other Current Liabilities	\$429,245.74
Total for Current Liabilities	\$474,816.48
Long-term Liabilities	
27100 Notes, Mortgages, and Leases	1,300,000.00
Total for Long-term Liabilities	\$1,300,000.00
Total for Liabilities	\$1,774,816.48
Equity	
32100 Operations Net Assets	2,728,984.91
32500 Meas S Net assets	38,798.08
Retained Earnings	401,186.13
Net Income	160,665.84
Total for Equity	\$3,329,634.96
Total for Liabilities and Equity	\$5,104,451.44

Accrual Basis Thursday, March 12, 2026 08:49 PM GMTZ

San Pablo Economic Development Corporation Inc
Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes
 July 2025 - January 2026

	Total Grants			% of Budget
	Actual	Budget	over Budget	
Income				
43400 Direct Public Support	0.00	0.00	0.00	
43405 Direct Public Grants	95,852.58	122,481.00	(26,628.42)	78.26%
43410 Corporate Contributions	0.00	0.00	0.00	
43450 Individ, Business Contributions	0.00	0.00	0.00	
Total 43400 Direct Public Support	\$ 95,852.58	\$ 122,481.00	\$ (26,628.42)	78.26%
44400 Government Contracts	0.00	0.00	0.00	
44410 Agency (Government) Contracts	335,739.65	371,063.00	(35,323.35)	90.48%
44430 Local Government Contracts	0.00	0.00	0.00	
Total 44400 Government Contracts	\$ 335,739.65	\$ 371,063.00	\$ (35,323.35)	90.48%
44500 Government Grants	0.00	0.00	0.00	
44530 Local Government Grants	0.00	0.00	0.00	
Total 44500 Government Grants	\$ -	\$ -	\$ -	
45000 Investments	0.00	0.00	0.00	
45025 Investments Income MMA	0.00	0.00	0.00	
45030 Interest-Savings, Short-term CD	0.00	0.00	0.00	
Total 45000 Investments	\$ -	\$ -	\$ -	
46400 Other Types of Income	0.00	0.00	0.00	
46410 Advertising Sales	0.00	0.00	0.00	
46430 Miscellaneous Revenue	0.00	0.00	0.00	
Total 46400 Other Types of Income	\$ -	\$ -	\$ -	
47200 Program Income	0.00	0.00	0.00	
47230 Membership Dues	0.00	0.00	0.00	
47240 Asset Management	0.00	0.00	0.00	
47520 Rental Income	0.00	0.00	0.00	
47521 CAM Charges	0.00	0.00	0.00	
Total 47520 Rental Income	\$ -	\$ -	\$ -	
Total 47240 Asset Management	\$ -	\$ -	\$ -	
47250 Program Income - Other	0.00	0.00	0.00	
Total 47200 Program Income	\$ -	\$ -	\$ -	
Total Income	\$ 431,592.23	\$ 493,544.00	\$ (61,951.77)	87.45%
Gross Profit	\$ 431,592.23	\$ 493,544.00	\$ (61,951.77)	87.45%
Expenses				
60300 Awards and Grants	0.00	0.00	0.00	
60310 Charitable sponsorships	0.00	0.00	0.00	
Total 60300 Awards and Grants	\$ -	\$ -	\$ -	
60900 Business Expenses	0.00	0.00	0.00	
60920 Business Membership Fees	0.00	0.00	0.00	
60930 Subscriptions (Other)	0.00	0.00	0.00	
60950 Indirect Cost / Admin Fees	8,041.41	12,266.00	(4,224.59)	65.56%
Total 60900 Business Expenses	\$ 8,041.41	\$ 12,266.00	\$ (4,224.59)	65.56%
62100 Contract Services	0.00	0.00	0.00	
62110 Accounting & Auditing	0.00	0.00	0.00	
62120 IT Processing	0.00	0.00	0.00	
62130 Fundraising/Grant Writing	0.00	0.00	0.00	
62140 Legal Fees	0.00	0.00	0.00	
62150 Public Relations/ Website/photo	0.00	0.00	0.00	
62160 Job Training	71,300.00	234,499.00	(163,199.00)	30.41%

62190 Other	0.00	1,000.00	(1,000.00)	0.00%
Total 62100 Contract Services	\$ 71,300.00	\$ 235,499.00	\$ (164,199.00)	30.28%
62800 Facilities and Equipment	0.00	0.00	0.00	
62801 Office Equipment	0.00	0.00	0.00	
Total 62800 Facilities and Equipment	\$ -	\$ -	\$ -	
65000 Operations	0.00	0.00	0.00	
65030 Printing, Copying & Postage	600.00	5,200.00	(4,600.00)	11.54%
65040 Program Costs and Marketing	8,009.77	14,039.00	(6,029.23)	57.05%
65041 Meeting + General Off. Supplies	0.00	0.00	0.00	
65060 Asset Management Costs	0.00	0.00	0.00	
62860 Facilities improvements	0.00	0.00	0.00	
62880 Real Estate, Personal Prop Tax	0.00	0.00	0.00	
65062 Utilities-EBMUD,PG&E & Landscap	0.00	0.00	0.00	
65063 Professional Services	0.00	0.00	0.00	
65065 Mortgage Interest	0.00	0.00	0.00	
Total 65060 Asset Management Costs	\$ -	\$ -	\$ -	
Total 65000 Operations	\$ 8,609.77	\$ 19,239.00	\$ (10,629.23)	44.75%
65100 Other Types of Insurance	0.00	0.00	0.00	
65120 Insurance - Liability, D and O	0.00	0.00	0.00	
Total 65100 Other Types of Insurance	\$ -	\$ -	\$ -	
66000 Payroll Expenses {71}	0.00	0.00	0.00	
66100 Executive Director	0.00	0.00	0.00	
66200 Staff Payroll	114,083.55	184,704.00	(70,620.45)	61.77%
Total 66000 Payroll Expenses {71}	\$ 114,083.55	\$ 184,704.00	\$ (70,620.45)	61.77%
66500 Benefits	0.00	0.00	0.00	
65050 Telephone	0.00	0.00	0.00	
66300 Payroll Taxes	9,046.70	12,820.00	(3,773.30)	70.57%
66350 Retirement	1,558.29	0.00	1,558.29	
66400 Workers Compensation	600.00	0.00	600.00	
66450 Medical Insurance	25,835.95	0.00	25,835.95	
66460 Benefits - Other	(5,715.69)	29,016.00	(34,731.69)	-19.70%
Telephone,	0.00	0.00	0.00	
Total 66500 Benefits	\$ 31,325.25	\$ 41,836.00	\$ (10,510.75)	74.88%
68300 Travel and Meetings	0.00	0.00	0.00	
68301 Mileage	0.00	0.00	0.00	
68310 Conference Reg. & Meetings	0.00	0.00	0.00	
68320 Travel	0.00	0.00	0.00	
68340 Training & Development.	0.00	0.00	0.00	
Total 68300 Travel and Meetings	\$ -	\$ -	\$ -	
69000 Operational Contingency	0.00	0.00	0.00	
69010 Bank Service Charges	0.00	0.00	0.00	
Total Expenses	\$ 233,359.98	\$ 493,544.00	\$ (260,184.02)	47.28%
Net Operating Income	\$ 198,232.25	\$ -	\$ 198,232.25	
Other Expenses				
70100 Depreciation & Amortization	0.00	0.00	0.00	
Total Other Expenses	\$ -	\$ -	\$ -	
Net Other Income	\$ -	\$ -	\$ -	
Net Income	\$ 198,232.25	\$ -	\$ 198,232.25	

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San Pablo Economic Development Corporation Inc
Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes
 July 2025 - January 2026

	Measure S			% of Budget
	Actual	Budget	over Budget	
Income				
43400 Direct Public Support				0.00
43405 Direct Public Grants				0.00
43410 Corporate Contributions				0.00
43450 Individ, Business Contributions				0.00
Total 43400 Direct Public Support	\$ -	\$ -	\$ -	
44400 Government Contracts				0.00
44410 Agency (Government) Contracts				0.00
44430 Local Government Contracts				0.00
Total 44400 Government Contracts	\$ -	\$ -	\$ -	
44500 Government Grants				0.00
44530 Local Government Grants	204,166.69	350,000.00	(145,833.31)	58.33%
Total 44500 Government Grants	\$ 204,166.69	\$ 350,000.00	\$ (145,833.31)	58.33%
45000 Investments				0.00
45025 Investments Income MMA				0.00
45030 Interest-Savings, Short-term CD				0.00
Total 45000 Investments	\$ -	\$ -	\$ -	
46400 Other Types of Income				0.00
46410 Advertising Sales				0.00
46430 Miscellaneous Revenue				0.00
Total 46400 Other Types of Income	\$ -	\$ -	\$ -	
47200 Program Income				0.00
47230 Membership Dues				0.00
47240 Asset Management				0.00
47520 Rental Income				0.00
47521 CAM Charges				0.00
Total 47520 Rental Income	\$ -	\$ -	\$ -	
Total 47240 Asset Management	\$ -	\$ -	\$ -	
47250 Program Income - Other				0.00
Total 47200 Program Income	\$ -	\$ -	\$ -	
Total Income	\$ 204,166.69	\$ 350,000.00	\$ (145,833.31)	58.33%
Gross Profit	\$ 204,166.69	\$ 350,000.00	\$ (145,833.31)	58.33%
Expenses				
60300 Awards and Grants				0.00
60310 Charitable sponsorships	5,000.00	7,500.00	(2,500.00)	66.67%
Total 60300 Awards and Grants	\$ 5,000.00	\$ 7,500.00	\$ (2,500.00)	66.67%
60900 Business Expenses				0.00
60920 Business Membership Fees	4.00	450.00	(446.00)	0.89%
60930 Subscriptions (Other)	1,329.15	2,500.00	(1,170.85)	53.17%
60950 Indirect Cost / Admin Fees				0.00
Total 60900 Business Expenses	\$ 1,333.15	\$ 2,950.00	\$ (1,616.85)	45.19%
62100 Contract Services				0.00
62110 Accounting & Auditing	5,281.00	6,500.00	(1,219.00)	81.25%
62120 IT Processing				0.00
62130 Fundraising/Grant Writing		5,000.00	(5,000.00)	0.00%
62140 Legal Fees				0.00
62150 Public Relations/ Website/photo	14,000.00	23,575.00	(9,575.00)	59.38%
62160 Job Training	6,870.00	105,000.00	(98,130.00)	6.54%

62190 Other	164.24	2,000.00	(1,835.76)	8.21%
Total 62100 Contract Services	\$ 26,315.24	\$ 142,075.00	\$ (115,759.76)	18.52%
62800 Facilities and Equipment			0.00	
62801 Office Equipment			0.00	
Total 62800 Facilities and Equipment	\$ -	\$ -	\$ -	
65000 Operations			0.00	
65030 Printing, Copying & Postage	8,537.28	22,050.00	(13,512.72)	38.72%
65040 Program Costs and Marketing	4,767.97	6,050.00	(1,282.03)	78.81%
65041 Meeting + General Off. Supplies			0.00	
65060 Asset Management Costs			0.00	
62860 Facilities improvements			0.00	
62880 Real Estate, Personal Prop Tax			0.00	
65062 Utilities-EBMUD,PG&E & Landscap			0.00	
65063 Professional Services			0.00	
65065 Mortgage Interest			0.00	
Total 65060 Asset Management Costs	\$ -	\$ -	\$ -	
Total 65000 Operations	\$ 13,305.25	\$ 28,100.00	\$ (14,794.75)	47.35%
65100 Other Types of Insurance			0.00	
65120 Insurance - Liability, D and O			0.00	
Total 65100 Other Types of Insurance	\$ -	\$ -	\$ -	
66000 Payroll Expenses {71}			0.00	
66100 Executive Director	10,036.88	15,275.00	(5,238.12)	65.71%
66200 Staff Payroll	82,478.93	137,000.00	(54,521.07)	60.20%
Total 66000 Payroll Expenses {71}	\$ 92,515.81	\$ 152,275.00	\$ (59,759.19)	60.76%
66500 Benefits			0.00	
65050 Telephone			0.00	
66300 Payroll Taxes	7,064.27	12,950.00	(5,885.73)	54.55%
66350 Retirement	1,094.26		1,094.26	
66400 Workers Compensation	600.00	600.00	0.00	100.00%
66450 Medical Insurance	26,607.89	47,000.00	(20,392.11)	56.61%
66460 Benefits - Other	4,127.38	8,000.00	(3,872.62)	51.59%
Telephone,			0.00	
Total 66500 Benefits	\$ 39,493.80	\$ 68,550.00	\$ (29,056.20)	57.61%
68300 Travel and Meetings			0.00	
68301 Mileage			0.00	
68310 Conference Reg. & Meetings			0.00	
68320 Travel			0.00	
68340 Training & Development.			0.00	
Total 68300 Travel and Meetings	\$ -	\$ -	\$ -	
69000 Operational Contingency			0.00	
69010 Bank Service Charges			0.00	
Total Expenses	\$ 177,963.25	\$ 401,450.00	\$ (223,486.75)	44.33%
Net Operating Income	\$ 26,203.44	\$ (51,450.00)	\$ 77,653.44	-50.93%
Other Expenses				
70100 Depreciation & Amortization			0.00	
Total Other Expenses	\$ -	\$ -	\$ -	
Net Other Income	\$ -	\$ -	\$ -	
Net Income	\$ 26,203.44	\$ (51,450.00)	\$ 77,653.44	-50.93%

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San Pablo Economic Development Corporation Inc
Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes
 July 2025 - January 2026

	Total Operations			% of Budget
	Actual	Budget	over Budget	
Income				
43400 Direct Public Support	0.00	0.00	0.00	
43405 Direct Public Grants	0.00	0.00	0.00	
43410 Corporate Contributions	9,800.00	18,000.00	(8,200.00)	54.44%
43450 Individ, Business Contributions	2,000.00	0.00	2,000.00	
Total 43400 Direct Public Support	\$ 11,800.00	\$ 18,000.00	\$ (6,200.00)	65.56%
44400 Government Contracts	0.00	0.00	0.00	
44410 Agency (Government) Contracts	0.00	0.00	0.00	
44430 Local Government Contracts	328,125.00	562,500.00	(234,375.00)	58.33%
Total 44400 Government Contracts	\$ 328,125.00	\$ 562,500.00	\$ (234,375.00)	58.33%
44500 Government Grants	0.00	0.00	0.00	
44530 Local Government Grants	0.00	0.00	0.00	
Total 44500 Government Grants	\$ -	\$ -	\$ -	
45000 Investments	0.00	0.00	0.00	
45025 Investments Income MMA	43,474.93	84,000.00	(40,525.07)	51.76%
45030 Interest-Savings, Short-term CD	63.33	150.00	(86.67)	42.22%
Total 45000 Investments	\$ 43,538.26	\$ 84,150.00	\$ (40,611.74)	51.74%
46400 Other Types of Income	0.00	0.00	0.00	
46410 Advertising Sales	18,459.00	27,000.00	(8,541.00)	68.37%
46430 Miscellaneous Revenue	1,876.00	0.00	1,876.00	
Total 46400 Other Types of Income	\$ 20,335.00	\$ 27,000.00	\$ (6,665.00)	75.31%
47200 Program Income	0.00	8,500.00	(8,500.00)	0.00%
47230 Membership Dues	1,850.00	5,000.00	(3,150.00)	37.00%
47240 Asset Management	2,500.00	0.00	2,500.00	
47520 Rental Income	54,392.92	132,000.00	(77,607.08)	41.21%
47521 CAM Charges	2,750.51	26,000.00	(23,249.49)	10.58%
Total 47520 Rental Income	\$ 57,143.43	\$ 158,000.00	\$ (100,856.57)	36.17%
Total 47240 Asset Management	\$ 59,643.43	\$ 158,000.00	\$ (98,356.57)	37.75%
47250 Program Income - Other	26,242.00	22,500.00	3,742.00	116.63%
Total 47200 Program Income	\$ 87,735.43	\$ 194,000.00	\$ (106,264.57)	45.22%
Total Income	\$ 491,533.69	\$ 885,650.00	\$ (394,116.31)	55.50%
Gross Profit	\$ 491,533.69	\$ 885,650.00	\$ (394,116.31)	55.50%
Expenses				
60300 Awards and Grants	0.00	0.00	0.00	
60310 Charitable sponsorships	0.00	0.00	0.00	
Total 60300 Awards and Grants	\$ -	\$ -	\$ -	
60900 Business Expenses	0.00	0.00	0.00	
60920 Business Membership Fees	2,150.00	2,350.00	(200.00)	91.49%
60930 Subscriptions (Other)	1,832.62	3,900.00	(2,067.38)	46.99%
60950 Indirect Cost / Admin Fees	0.00	0.00	0.00	
Total 60900 Business Expenses	\$ 3,982.62	\$ 6,250.00	\$ (2,267.38)	63.72%
62100 Contract Services	0.00	0.00	0.00	
62110 Accounting & Auditing	4,281.00	4,800.00	(519.00)	89.19%
62120 IT Processing	1,800.00	1,800.00	0.00	100.00%
62130 Fundraising/Grant Writing	0.00	5,500.00	(5,500.00)	0.00%
62140 Legal Fees	176.00	8,000.00	(7,824.00)	2.20%
62150 Public Relations/ Website/photo	14,048.00	31,575.00	(17,527.00)	44.49%
62160 Job Training	0.00	0.00	0.00	

62190 Other	45.00	2,000.00	(1,955.00)	2.25%
Total 62100 Contract Services	\$ 20,350.00	\$ 53,675.00	\$ (33,325.00)	37.91%
62800 Facilities and Equipment	0.00	0.00	0.00	
62801 Office Equipment	332.00	4,000.00	(3,668.00)	8.30%
Total 62800 Facilities and Equipment	\$ 332.00	\$ 4,000.00	\$ (3,668.00)	8.30%
65000 Operations	0.00	0.00	0.00	
65030 Printing, Copying & Postage	7,988.27	22,400.00	(14,411.73)	35.66%
65040 Program Costs and Marketing	3,682.31	7,000.00	(3,317.69)	52.60%
65041 Meeting + General Off. Supplies	1,210.15	4,000.00	(2,789.85)	30.25%
65060 Asset Management Costs	0.00	2,000.00	(2,000.00)	0.00%
62860 Facilities improvements	30,598.62	28,400.00	2,198.62	107.74%
62880 Real Estate, Personal Prop Tax	29,550.38	28,500.00	1,050.38	103.69%
65062 Utilities-EBMUD,PG&E & Landscap	5,617.49	13,000.00	(7,382.51)	43.21%
65063 Professional Services	0.00	12,000.00	(12,000.00)	0.00%
65065 Mortgage Interest	30,333.31	52,000.00	(21,666.69)	58.33%
Total 65060 Asset Management Costs	\$ 96,099.80	\$ 135,900.00	\$ (39,800.20)	70.71%
Total 65000 Operations	\$ 108,980.53	\$ 169,300.00	\$ (60,319.47)	64.37%
65100 Other Types of Insurance	13,500.00	0.00	13,500.00	
65120 Insurance - Liability, D and O	12,217.80	42,995.00	(30,777.20)	28.42%
Total 65100 Other Types of Insurance	\$ 25,717.80	\$ 42,995.00	\$ (17,277.20)	59.82%
66000 Payroll Expenses {71}	0.00	0.00	0.00	
66100 Executive Director	115,424.61	189,225.00	(73,800.39)	61.00%
66200 Staff Payroll	188,351.86	339,616.00	(151,264.14)	55.46%
Total 66000 Payroll Expenses {71}	\$ 303,776.47	\$ 528,841.00	\$ (225,064.53)	57.44%
66500 Benefits	0.00	8,000.00	(8,000.00)	0.00%
65050 Telephone	2,700.00	5,350.00	(2,650.00)	50.47%
66300 Payroll Taxes	22,726.57	32,000.00	(9,273.43)	71.02%
66350 Retirement	5,031.91	0.00	5,031.91	
66400 Workers Compensation	10.46	750.00	(739.54)	1.39%
66450 Medical Insurance	23,542.88	0.00	23,542.88	
66460 Benefits - Other	4,572.11	47,000.00	(42,427.89)	9.73%
Telephone,	0.00	0.00	0.00	
Total 66500 Benefits	\$ 58,583.93	\$ 93,100.00	\$ (34,516.07)	62.93%
68300 Travel and Meetings	0.00	0.00	0.00	
68301 Mileage	208.60	401.00	(192.40)	52.02%
68310 Conference Reg. & Meetings	0.00	1,500.00	(1,500.00)	0.00%
68320 Travel	4,043.26	4,000.00	43.26	101.08%
68340 Training & Development.	0.00	3,000.00	(3,000.00)	0.00%
Total 68300 Travel and Meetings	\$ 4,251.86	\$ 8,901.00	\$ (4,649.14)	47.77%
69000 Operational Contingency	2,758.04	5,000.00	(2,241.96)	55.16%
69010 Bank Service Charges	394.98	0.00	394.98	
Total Expenses	\$ 529,128.23	\$ 912,062.00	\$ (382,933.77)	58.01%
Net Operating Income	\$ (37,594.54)	\$ (26,412.00)	\$ (11,182.54)	142.34%
Other Expenses				
70100 Depreciation & Amortization	26,175.31	0.00	26,175.31	
Total Other Expenses	\$ 26,175.31	\$ -	\$ 26,175.31	
Net Other Income	\$ (26,175.31)	\$ -	\$ (26,175.31)	
Net Income	\$ (63,769.85)	\$ (26,412.00)	\$ (37,357.85)	241.44%

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San Pablo Economic Development Corporation Inc
Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes
 July 2025 - January 2026

	TOTAL			% of Budget
	Actual	Budget	over Budget	
Income				
43400 Direct Public Support	0.00	0.00	0.00	
43405 Direct Public Grants	95,852.58	122,481.00	(26,628.42)	78.26%
43410 Corporate Contributions	9,800.00	18,000.00	(8,200.00)	54.44%
43450 Individ, Business Contributions	2,000.00	0.00	2,000.00	
Total 43400 Direct Public Support	\$ 107,652.58	\$ 140,481.00	\$ (32,828.42)	76.63%
44400 Government Contracts	0.00	0.00	0.00	
44410 Agency (Government) Contracts	335,739.65	371,063.00	(35,323.35)	90.48%
44430 Local Government Contracts	328,125.00	562,500.00	(234,375.00)	58.33%
Total 44400 Government Contracts	\$ 663,864.65	\$ 933,563.00	\$ (269,698.35)	71.11%
44500 Government Grants	0.00	0.00	0.00	
44530 Local Government Grants	204,166.69	350,000.00	(145,833.31)	58.33%
Total 44500 Government Grants	\$ 204,166.69	\$ 350,000.00	\$ (145,833.31)	58.33%
45000 Investments	0.00	0.00	0.00	
45025 Investments Income MMA	43,474.93	84,000.00	(40,525.07)	51.76%
45030 Interest-Savings, Short-term CD	63.33	150.00	(86.67)	42.22%
Total 45000 Investments	\$ 43,538.26	\$ 84,150.00	\$ (40,611.74)	51.74%
46400 Other Types of Income	0.00	0.00	0.00	
46410 Advertising Sales	18,459.00	27,000.00	(8,541.00)	68.37%
46430 Miscellaneous Revenue	1,876.00	0.00	1,876.00	
Total 46400 Other Types of Income	\$ 20,335.00	\$ 27,000.00	\$ (6,665.00)	75.31%
47200 Program Income	0.00	8,500.00	(8,500.00)	0.00%
47230 Membership Dues	1,850.00	5,000.00	(3,150.00)	37.00%
47240 Asset Management	2,500.00	0.00	2,500.00	
47520 Rental Income	54,392.92	132,000.00	(77,607.08)	41.21%
47521 CAM Charges	2,750.51	26,000.00	(23,249.49)	10.58%
Total 47520 Rental Income	\$ 57,143.43	\$ 158,000.00	\$ (100,856.57)	36.17%
Total 47240 Asset Management	\$ 59,643.43	\$ 158,000.00	\$ (98,356.57)	37.75%
47250 Program Income - Other	26,242.00	22,500.00	3,742.00	116.63%
Total 47200 Program Income	\$ 87,735.43	\$ 194,000.00	\$ (106,264.57)	45.22%
Total Income	\$ 1,127,292.61	\$ 1,729,194.00	\$ (601,901.39)	65.19%
Gross Profit	\$ 1,127,292.61	\$ 1,729,194.00	\$ (601,901.39)	65.19%
Expenses				
60300 Awards and Grants	0.00	0.00	0.00	
60310 Charitable sponsorships	5,000.00	7,500.00	(2,500.00)	66.67%
Total 60300 Awards and Grants	\$ 5,000.00	\$ 7,500.00	\$ (2,500.00)	66.67%
60900 Business Expenses	0.00	0.00	0.00	
60920 Business Membership Fees	2,154.00	2,800.00	(646.00)	76.93%
60930 Subscriptions (Other)	3,161.77	6,400.00	(3,238.23)	49.40%
60950 Indirect Cost / Admin Fees	8,041.41	12,266.00	(4,224.59)	65.56%
Total 60900 Business Expenses	\$ 13,357.18	\$ 21,466.00	\$ (8,108.82)	62.22%
62100 Contract Services	0.00	0.00	0.00	
62110 Accounting & Auditing	9,562.00	11,300.00	(1,738.00)	84.62%
62120 IT Processing	1,800.00	1,800.00	0.00	100.00%
62130 Fundraising/Grant Writing	0.00	10,500.00	(10,500.00)	0.00%
62140 Legal Fees	176.00	8,000.00	(7,824.00)	2.20%
62150 Public Relations/ Website/photo	28,048.00	55,150.00	(27,102.00)	50.86%
62160 Job Training	78,170.00	339,499.00	(261,329.00)	23.03%

62190 Other	209.24	5,000.00	(4,790.76)	4.18%
Total 62100 Contract Services	\$ 117,965.24	\$ 431,249.00	\$ (313,283.76)	27.35%
62800 Facilities and Equipment	0.00	0.00	0.00	
62801 Office Equipment	332.00	4,000.00	(3,668.00)	8.30%
Total 62800 Facilities and Equipment	\$ 332.00	\$ 4,000.00	\$ (3,668.00)	8.30%
65000 Operations	0.00	0.00	0.00	
65030 Printing, Copying & Postage	17,125.55	49,650.00	(32,524.45)	34.49%
65040 Program Costs and Marketing	16,460.05	27,089.00	(10,628.95)	60.76%
65041 Meeting + General Off. Supplies	1,210.15	4,000.00	(2,789.85)	30.25%
65060 Asset Management Costs	0.00	2,000.00	(2,000.00)	0.00%
62860 Facilities improvements	30,598.62	28,400.00	2,198.62	107.74%
62880 Real Estate, Personal Prop Tax	29,550.38	28,500.00	1,050.38	103.69%
65062 Utilities-EBMUD,PG&E & Landscap	5,617.49	13,000.00	(7,382.51)	43.21%
65063 Professional Services	0.00	12,000.00	(12,000.00)	0.00%
65065 Mortgage Interest	30,333.31	52,000.00	(21,666.69)	58.33%
Total 65060 Asset Management Costs	\$ 96,099.80	\$ 135,900.00	\$ (39,800.20)	70.71%
Total 65000 Operations	\$ 130,895.55	\$ 216,639.00	\$ (85,743.45)	60.42%
65100 Other Types of Insurance	13,500.00	0.00	13,500.00	
65120 Insurance - Liability, D and O	12,217.80	42,995.00	(30,777.20)	28.42%
Total 65100 Other Types of Insurance	\$ 25,717.80	\$ 42,995.00	\$ (17,277.20)	59.82%
66000 Payroll Expenses {71}	0.00	0.00	0.00	
66100 Executive Director	125,461.49	204,500.00	(79,038.51)	61.35%
66200 Staff Payroll	384,914.34	661,320.00	(276,405.66)	58.20%
Total 66000 Payroll Expenses {71}	\$ 510,375.83	\$ 865,820.00	\$ (355,444.17)	58.95%
66500 Benefits	0.00	8,000.00	(8,000.00)	0.00%
65050 Telephone	2,700.00	5,350.00	(2,650.00)	50.47%
66300 Payroll Taxes	38,837.54	57,770.00	(18,932.46)	67.23%
66350 Retirement	7,684.46	0.00	7,684.46	
66400 Workers Compensation	1,210.46	1,350.00	(139.54)	89.66%
66450 Medical Insurance	75,986.72	47,000.00	28,986.72	161.67%
66460 Benefits - Other	2,983.80	84,016.00	(81,032.20)	3.55%
Telephone,	0.00	0.00	0.00	
Total 66500 Benefits	\$ 129,402.98	\$ 203,486.00	\$ (74,083.02)	63.59%
68300 Travel and Meetings	0.00	0.00	0.00	
68301 Mileage	208.60	401.00	(192.40)	52.02%
68310 Conference Reg. & Meetings	0.00	1,500.00	(1,500.00)	0.00%
68320 Travel	4,043.26	4,000.00	43.26	101.08%
68340 Training & Development.	0.00	3,000.00	(3,000.00)	0.00%
Total 68300 Travel and Meetings	\$ 4,251.86	\$ 8,901.00	\$ (4,649.14)	47.77%
69000 Operational Contingency	2,758.04	5,000.00	(2,241.96)	55.16%
69010 Bank Service Charges	394.98	0.00	394.98	
Total Expenses	\$ 940,451.46	\$ 1,807,056.00	\$ (866,604.54)	52.04%
Net Operating Income	\$ 186,841.15	\$ (77,862.00)	\$ 264,703.15	-239.96%
Other Expenses				
70100 Depreciation & Amortization	26,175.31	0.00	26,175.31	
Total Other Expenses	\$ 26,175.31	\$ -	\$ 26,175.31	
Net Other Income	\$ (26,175.31)	\$ -	\$ (26,175.31)	
Net Income	\$ 160,665.84	\$ (77,862.00)	\$ 238,527.84	-206.35%

Thursday, Mar 12, 2026 12:16:02 PM GMT-7 - Accrual Basis

SAN PABLO EDC BOARD REPORT



DATE: March 18, 2026
TO: San Pablo EDC Board
FROM: Leslay Choy, Executive Director 
SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING GRANT APPLICATION FOR \$15,000 TO BMO BANK

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

Strategic Plan, Goal 4. Focus on the organization’s fiscal sustainability and revenue diversification.

As the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware, for the past several years, staff have worked with banking partners of what is now BMO Bank (BMO), to build financial education, pathways to homeownership, and stronger business credit. What was originally a connection to Bank of the West, became stronger transparency on equity in lending with the Bank of Montreal/Banc National de Paris (BNP) and for the past three years, BMO.

This item is before the Board as it reviews and authorizes all San Pablo EDC grant applications.

The EDC’s partner at BMO has successfully been able to maintain a potential grant of \$15,000 for a scope of work centered on collaborative first-time homebuyer education and purchasing, and includes a Marketing Services Package, four (4) signature events and support of business services.

The opportunity was shared with staff earlier this month with a due date of March 20, 2026, and anticipated award notification in late April 2026. If successful, Executive Director Choy would be asked to sign a grant acknowledgement agreement as is standard. A copy of last year’s is attached.

The Board is asked to authorize a grant application for \$15,000 to BMO Bank.

FISCAL IMPACT

If the grant were successful, fiscal impact would be \$15,000 to revenue account 43405 Grants class, recognized as \$4,000 in fiscal 2025-26 and \$11,000 in fiscal year 2026-27.

Attachments

1. US Charitable Donation Agreement 2025

RESOLUTION SPEDC2026-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING GRANT APPLICATION FOR \$15,000 TO BMO BANK

WHEREAS, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware, staff have worked with banking partners of what is now BMO Bank (BMO) for the past several years to build financial education, pathways to homeownership, and stronger business credit; and

WHEREAS, this item is before the Board as it reviews and authorizes all San Pablo EDC grant applications; and

WHEREAS, BMO is proposing application for a grant in the amount of \$15,000 for a scope of work that allows first-time homebuyer education and business capital work to continue and includes a Marketing Services Package and four (4) signature events; and

WHEREAS, opportunity was shared with staff earlier this month with a due date of March 20, 2026, and anticipated award notification in late April; and

WHEREAS, fiscal impact would be \$15,000 to revenue account 43405 Grants class, recognized as \$4,000 in fiscal 2025-26 and \$11,000 in fiscal year 2026-27.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

- 1) Authorize a grant application for \$15,000 to BMO Bank.

ADOPTED this 18th day of March, 2026, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair

May 30, 2025

San Pablo EDC
Executive Director
Leslay Choy
1000 Gateway Avenue, San Pablo CA 94806

Reference Number: # 97492549

Dear Leslay,

Thank you for submitting your funding request to our Application System with the Reference Number noted above.

BMO Bank N.A. (“**BMO**” or “**we**”) has authorized a donation of **\$15,000** (the “**Donation**”) to San Pablo EDC (the “**Recipient**” or “**you**”) to support the Building Trust and Equity in Disadvantaged Communities program (the “**Purpose**”) as submitted to our Application System with the Reference Number noted above.

This letter constitutes the Donation Agreement and outlines the terms related to this Donation (the “**Agreement**”). Please read all of the terms carefully and then sign and return an acknowledged copy of this Agreement within ten (10) business days. After we receive your signed acknowledgment, we will consider your request to be fully approved and will schedule payment as outlined below. Any delay in returning the signed acknowledgment could result in a delay of payment.

BMO is awarding this Donation to you as the Recipient contingent upon the following:

1. **Use of Donation Funds:** The Recipient shall use all Donation funds solely for the purpose of carrying out the Purpose set out above, and not for other programs or activities of the Recipient. If you wish to alter the Purpose, you must submit an advance written request for BMO’s approval, which may be withheld in our sole discretion. If a mutually agreeable revised Purpose cannot be determined within 90 days from notification by Recipient of such change, BMO may, in its sole discretion, terminate this Agreement and Recipient will return to BMO any funds not expended or committed for the Purpose in accordance with this Agreement.
2. **Prohibited Uses:** The Recipient agrees that no portion of the Donation (including interest or income earned thereon) may be used: (a) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive; (b) for any activities, including inducing or encouraging others to participate in, that are illegal, violate any applicable laws, regulations, or public policies or are inconsistent with the Donation’s charitable purpose and mission; (c) to cause any private inurement or improper private benefit to occur; (d) to initiate, support, or participate in any litigation, legal proceeding, or challenge related to any law, regulation, or public policy, including but not limited to lawsuits against government entities, regulatory actions, or advocacy for or against legislative changes, (e) to transfer, sub-



grant, or otherwise reallocate to any other organization, entity, or individual without the prior written consent of BMO or (f) to take any other action or use any funds in a manner that is inconsistent with Code Section 501(c)(3), or for any non-charitable purposes.

3. **Tax Status:** The Recipient represents that (a) it is a tax-exempt organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) or a governmental unit described in Code Section 170(c), and (b) it is not a “private foundation” as defined in Code Section 509(a) or a Type III supporting organization as described in Code Section 509(a)(3) (other than a “functionally integrated Type III supporting organization,” as defined in Code Section 4943(f)(5)(B)). The Recipient will give BMO immediate notice of any actual or anticipated change to its tax-exempt status or public charity classification and BMO reserves the right to modify the terms of the Donation or discontinue funding and terminate the Donation in case of any such change.
4. **Payments:** BMO will pay the Donation to the Recipient on or before May 30, 2025.
5. **Reports:** The Recipient agrees to submit such other reports and information that BMO may reasonably request.
6. **Branding and Publicity:** Each party may acknowledge the Donation on its website, periodic public reports, press releases or other public materials in a manner consistent with such party’s normal communications practices with the prior written approval of the other party.

The Recipient may not use BMO’s name or mark (or the name of any BMO director, officer or employee) for any other purpose without the prior written approval of BMO, which approval may be granted or withheld in the sole discretion of BMO. The Recipient will provide to BMO with copies of news releases, published materials, and/or media articles/posts mentioning this Donation or that are a result of the Donation funding that are published by the Recipient, as well as any such third-party materials which come to the Recipient’s attention.

BMO may use the Recipient’s name, mark and any information, photographs or other materials in BMO’s public materials without the prior approval of the Recipient. BMO agrees to make a good faith effort to seek consent from the Recipient and/or provide advance notice if the Recipient is featured prominently in such materials.

7. **Compliance with Laws:** The Recipient represents, warrants, and covenants that it has complied with and will continue to comply with all applicable laws or requirements in connection with the performance of the activities under the Donation. The Recipient represents, warrants, and covenants that Donation funds will be used in compliance with all applicable anti-bribery and anti-corruption laws and anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the Foreign Corrupt Practices Act (US), the USA Patriot Act of 2001 and Executive Order No. 13224, and in accordance with all applicable anti-discrimination laws and regulations.
8. **Termination:** BMO retains the right to modify, suspend, or discontinue any payment or to terminate the Donation and discontinue Donation funding immediately if, in BMO’s sole discretion, BMO becomes aware of actual or alleged acts or omissions by the Recipient (or any of

its directors, trustees, officers, employees, volunteers, contractors or agents) which, in BMO's sole discretion, could reasonably pose a reputational risk to BMO.

9. **No Assignment:** The Recipient may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval of BMO.
10. **Entire Agreement; Counterparts; Electronic Signature:** This Agreement is the entire agreement between the parties. This Agreement may be signed in any number of counterparts and may be delivered by electronic means or signed electronically. All counterparts taken together are the same instrument.
11. **Governing Law:** The laws of Illinois govern this Agreement and the parties submit to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois.
12. **Acceptance.** By accepting the Donation you agree to be bound by these terms and conditions.

Yours Sincerely

BMO BANK N.A.

By: _____

Name: Rebecca Laskaris

Title: Head, US Community Giving

I have authority to bind BMO.

AGREED AND ACCEPTED:

San Pablo EDC

E-SIGNED by Leslay Choy
By: _____ on 2025-03-31 17:48:25 GMT

Name: Leslay Choy


Title: Executive Director

I have authority to bind Recipient.



SAN PABLO EDC BOARD REPORT



DATE: March 18, 2026
TO: San Pablo EDC Board
FROM: Leslay Choy, Executive Director 

SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING AMENDMENTS TO FISCAL YEAR 2025-26 MEMORANDUMS OF UNDERSTANDING FOR THREE TRAINING PARTNERS, CONTRA COSTA TRUCK DRIVING SCHOOL, MICHAEL’S TRANSPORTATION SERVICES, AND VASCO CAREER COLLEGE TO INCREASE MEASURE S FUNDING MAXIMUM PER SAN PABLO RESIDENT OF \$7,500

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

Strategic Plan Goal 2: Innovate, provide and coordinate efforts to enhance workforce development impact in family-sustaining jobs and progressive-wage careers.

The San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) oversees establishment, evolution and amendment to all memorandums of understanding (MOU) executed by the Executive Director on behalf of the organization.

As the Board is aware, Workforce Innovation and Opportunity Act (WIOA) funds used by San Pablo EDC as leverage to Measure S funds have been exhausted for the year. Further, unless a program is on the State of California’s Employment Training Provider List (ETPL), workforce participants may not attend that training, even if it would overcome barriers they face, such as transportation, language, or needing to work during the day and train on evenings and weekends. San Pablo EDC has also exhausted its grant funding for the year that allows for greater flexibility in training residents.

Given the organization’s excellent leverage of WIOA and other grant funding, San Pablo EDC has conserved Measure S training funds this year. The organization has several San Pablo residents who are ready for training and solid candidates for the career paths they have chosen; however, without other funds to leverage against the \$5,000 maximum allowed under the current MOUs for each resident, they will be unable to fund the remaining portion and therefor unable to train.

To overcome this barrier, staff propose that the Board authorize amendments to the three MOUs for Contra Costa Truck Driving School (CCTDS), Michael’s Transportation Services (MTS), and Vasco Career College (Vasco) under **Section 5 Finance, 5.1 Compensation** to allow a maximum of \$7,500 per San Pablo resident. This would apply to fiscal year 2025-26 only. Each school will provide a minimum scholarship of \$500 to help bridge gaps for San Pablo participants.

The \$2,500 increase per resident would residents currently in the pipeline pursue transportation and health care careers. Two out of three vendors allow for evening and weekend training schedules.

The Board is asked to authorize amendments to fiscal year 2025-26 memorandums of understanding for three training partners, Contra Costa Truck Driving School, Michael’s Transportation Services, and Vasco Career College to increase Measure S funding maximum per San Pablo resident of \$7,500.

FISCAL IMPACT

Fiscal impact would be \$7,500 per resident to expense account 62160 class Measure S with five residents anticipated to still train this fiscal year and \$80,000 remaining in the 62160 budget line item.

Attachments

1. FY25-26 Amended MOU - Contra Costa Truck Driving School
2. FY25-26 Amended MOU - Michael's Transportation Services
3. FY25-26 Amended MOU - Vasco Career College

RESOLUTION SPEDC2026-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING AMENDMENTS TO FISCAL YEAR 2025-26 MEMORANDUMS OF UNDERSTANDING FOR THREE TRAINING PARTNERS, CONTRA COSTA TRUCK DRIVING SCHOOL, MICHAEL’S TRANSPORTATION SERVICES, AND VASCO CAREER COLLEGE TO INCREASE MEASURE S FUNDING MAXIMUM PER SAN PABLO RESIDENT OF \$7,500

WHEREAS, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) oversees establishment, evolution and amendment to all memorandums of understanding (MOU) executed by the Executive Director on behalf of the organization; and

WHEREAS, the Board is aware Workforce Innovation and Opportunity Act (WIOA) and other grant funds used by San Pablo EDC as leverage to Measure S funds have been exhausted for the year; and

WHEREAS, by leveraging other funding, San Pablo EDC has conserved Measure S training funds this year, which it would like to utilize to overcome the training barrier created by the \$5,000 maximum allowed under the current MOUs for each resident and increase the maximum to \$7,500 through the end of the fiscal year for three providers; and

WHEREAS, MOUs for Contra Costa Truck Driving School (CCTDS), Michael’s Transportation Services (MTS), and Vasco Career College (Vasco) would be amended under Section 5 Finance, 5.1 Compensation to allow a maximum of \$7,500 per San Pablo resident; and

WHEREAS, Fiscal impact would be \$7,500 per resident to expense account 62160 class Measure S with five residents anticipated to still train this fiscal year and \$80,000 remaining in the 62160 budget line item.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

- 1) Authorize amendments to fiscal year 2025-26 memorandums of understanding for three training partners, Contra Costa Truck Driving School, Michael’s Transportation Services, and Vasco Career College to increase Measure S funding maximum per San Pablo resident of \$7,500.

ADOPTED this 18th day of March, 2026, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair

San Pablo Economic Development Corporation & Contra Costa Trucking Driving School LLC

Effective: July 1, 2025

Amended: March 18, 2026



SAN PABLO EDC
putting people to work

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between Contra Costa Trucking Driving School LLC ("Partner") and San Pablo Economic Development Corporation ("SPEDC").

Recitals

SPEDC is engaged in economic and workforce development by delivering programs, providing access to training, engaging in public-private partnerships, and linking community resources.

Partner is engaged in services and activities as specified in Exhibit A.

SPEDC and Partner are entering into a Memorandum of Understanding ("MOU") for the purpose of providing the Program as defined in Exhibit A. Both parties have complementary missions and share a desire to cooperate to the ends described herein. To that extent, the parties intend this MOU to create a relationship for their mutual benefit.

Accordingly, the parties hereby agree as follows:

1. General Provisions.

- 1.1. **Program Operation.** Each party shall perform the Program responsibilities set forth for that party in Exhibit A.
- 1.2. **Participant Eligibility.** Each party shall provide Program services only to individuals meeting the participant eligibility requirements set forth in Exhibit A.
- 1.3. **Location.** It shall be understood that the mailing address is used for this MOU while the training site is 2100 Stenmark Drive, Richmond, CA 94801.

2. Communication.

- 2.1. **Progress Reports and Data.** Partner shall provide progress reports to the SPEDC on Program operation under this MOU upon request, including information regarding total participants, training completion rates, licensing success rate, and job placement; identification of challenges; information regarding any program participants' withdrawal or expulsion from the Program; and any other information required to be reported as described in Exhibit A.
- 2.2. **Referrals.** SPEDC shall refer qualified participants whose documents are complete to Partner. From time to time, Partner may refer potential participants to SPEDC. In no event are participants referred to SPEDC to begin training until approved in writing by SPEDC to Partner with confirmation of start date. Enrollment of

participants under this MOU by Partner without SPEDC authorization will not be compensated by SPEDC. A participant may not begin training until there is an approved SPEDC date, as it invalidates all funding that SPEDC uses.

2.3. Program Performance Reports. If requested, Partner shall provide the SPEDC an annual Program performance report, containing the information required in the section 2.1 above, compiled for by fiscal year (July 1 through June 30). Partner shall utilize the template provided by SPEDC for the annual progress report.

3. Finances.

3.1. Invoices. Partner shall invoice the SPEDC according to the schedule specified in Exhibit A.

3.2. Satisfaction of Invoices. The SPEDC shall pay Partner’s invoices within thirty business days of receipt, and shall notify Partner if there are questions or concerns regarding submitted invoices.

4. Miscellaneous

4.1. Confidentiality. Each party shall maintain the confidentiality of information gathered and all records generated during the period of this MOU, to the extent allowed by law. Provision of financial and organizational operations records to a party’s accountants, attorneys, auditors, board members, and other professionals or affiliated individuals is not a violation of this section. This provision does not prohibit staff from reporting suspected neglect or abuse of participants to child abuse reporting agencies as required by law.

4.2. Insurance. On or before commencement of operation of the Program pursuant to this MOU, Partner, at its own expense, shall carry, maintain for the duration of the MOU, and provide proof thereof that is acceptable to the SPEDC, the insurance described in Exhibit B with insurers and under forms of insurance satisfactory in all respects to the SPEDC. Partner shall maintain limits no less than as set forth in Exhibit B. If Partner maintains higher limits than those set forth in Exhibit B, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. Partner shall not allow any subcontractor to commence work on any subcontract in operation of the Program until all insurance required of Partner has also been obtained for the subcontractor. Partner shall require and verify that any subcontractors maintain insurance as required of Partner.

4.3. Indemnity

4.3.1. Indemnification of SPEDC. To the fullest extent permitted by law, Partner shall immediately defend, indemnify, and hold harmless the SPEDC and its directors, officers, administrators, employees, volunteers, and agents from and against all liabilities regardless of nature or type, direct or indirect, in whole or in part, arising out of or resulting from Partner’s performance of

services under this MOU, or in connection with any negligent or wrongful act or omission of Partner or its departments, programs, divisions, officers, employees, agents, or subcontractors, in the performance of this MOU. Liabilities subject to the duties to defend, indemnify, and hold harmless include, without limitation, such liabilities for: damage to property; injury or death of any person; and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Partner's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Partner's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In its sole discretion and at its own cost and expense, the SPEDC may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve Partner of any obligation imposed pursuant to this MOU. The SPEDC shall promptly notify Partner of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

The review, acceptance or approval of the Partner's work or work product by any indemnified party shall not affect, relieve or reduce the Partner's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

The duty of Partner to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this MOU does not relieve Partner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this MOU.

4.3.2. Indemnification of Partner. To the fullest extent permitted by law, the SPEDC shall immediately defend, indemnify, and hold harmless Partner and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against Partner, arising solely out of or in connection with the acts or omissions of

the SPEDC in the performance of this MOU. In its sole discretion and at its sole cost and expense, Partner may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve the SPEDC of any obligation imposed pursuant to this MOU. Partner shall promptly notify the SPEDC of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

- 4.4. Effective Date & Term.** This MOU shall be effective September 15, 2025 upon execution and delivery by both parties governing Program operations specified in Exhibit A through June 30, 2026 contingent upon the SPEDC Board’s approval of the fiscal year 2025-26 budget, with possible renewal in subsequent fiscal years.
- 4.5. Amendment.** Amendments to this MOU are effective only if agreed upon by both parties, as indicated through execution and delivery documenting the amendment.
- 4.6. Termination.** Either party may terminate this MOU with or without cause by providing the other party with sixty days’ written notice.
- 4.7. Third Party Beneficiaries.** There are no third-party beneficiaries to this MOU.
- 4.8. Notices.** Any notices required to be made or given pursuant to this MOU, shall be effective if made in writing and sent by registered or certified mail, return receipt requested to:

To SPEDC: Leslay C. Choy, Executive Director
 San Pablo Economic Development Corporation
 1000 Gateway Avenue, First Floor
 San Pablo, CA 94806

To Partner: Jonathan Escobar, CEO
 Contra Costa Trucking Driving School LLC
 4242 San Pablo Dam Road #25
 El Sobrante, CA 94803

To evidence the parties’ assent to this MOU, they have signed and delivered it on the dates set forth below.

Name: Jonathan Escobar
Title: CEO
Organization: Contra Costa Trucking
Driving School LLC

Leslay C. Choy
Executive Director
San Pablo Economic Development Corporation

Date: _____

Date: _____

EXHIBIT A

Program Description

1. Program Overview.

1.1. General Description of Program Purpose.

Contra Costa Trucking Driving School LLC Services – CDL Training Program Overview

Contra Costa Trucking Driving School LLC Services offers comprehensive training programs for individuals pursuing a California Commercial Driver’s License (CDL), specifically Class A and Class B licenses. These programs are designed to meet the standards set by the California Department of Motor Vehicles (DMV)

The Class A program prepares students to operate combination vehicles with a Gross Combination Weight Rating (GCWR) of 26,001 pounds or more, provided the towed unit exceeds 10,000 pounds. This license is suitable for tractor-trailers, flatbeds, tankers, and livestock carriers. The curriculum includes 180 hours of Tractor–Trailer Operator Training, which covers: DMV Driving Permit preparation, entry-Level Driver Training (ELDT) theory and behind-the-wheel instruction, vehicle inspections and control skills, road safety and advanced driving techniques

The Class B program is designed for individuals seeking to operate single vehicles with a Gross Vehicle Weight Rating (GVWR) of 26,001 pounds or more, where the towed vehicle does not exceed 10,000 pounds. This license is applicable to straight trucks, buses, dump trucks, and delivery vehicles. The curriculum includes 80 hours of Straight Truck Operator Training, which includes: DMV Driving Permit preparation, entry-Level Driver Training (ELDT) theory and behind-the-wheel instruction, vehicle inspections and driving skills, safety procedures and route management.

For the Class A Commercial Driver’s License training, the program offers **optional endorsements** in Hazardous Materials (H), Tank Vehicle (N), and Double/Triple Trailers (T), as permitted by the California DMV.

Endorsement	Description
Hazmat Endorsement	Participants must complete a required online training course (approximate cost: \$120) to earn a certificate. The certificate is submitted to the DMV, after which participants may schedule and take the exam. The official test includes 67 questions, with 25 presented during the exam. Upon passing, Hazmat endorsement is added to the participant’s CDL.

Double/Triple Trailer Endorsement	No paid training is required. Participants prepare using the free CDL Prep app. The exam consists of 35 questions, with 25 required responses.
Tank Vehicle Endorsement	No paid training is required. Participants study using the CDL Prep app or other approved resources. The exam includes 37 questions, with 25 required responses.

Under this MOU, SPEDC will provide funding for pre-approved San Pablo residents, including support for trainees taking their behind-the-wheel examination. The number of training slots available will be contingent upon available funding.

Program Engagement.

1.2. Marketing and Recruiting

1.2.1. Marketing Responsibilities. SPEDC and Partner shall actively participate in the marketing of the Program to potential students. Partner will be responsive and collaborative with San Pablo EDC to provide current content, images, success stories, etc., to keep collateral and messages updated. Both parties shall promote program marketing materials through all available channels, including career fairs. Both parties shall share materials with any other Program Partners and Recruitment Partners specified in Exhibit A.

1.2.2. Recruiting Responsibilities. SPEDC shall recruit San Pablo residents to the Program. Partner shall refer potential San Pablo residents to SPEDC for qualification and enrollment.

1.3. Administration

1.3.1. Partner Administrative Responsibilities.

- 1.3.1.1.** Deliver the curriculum as outlined in the scope of services.
- 1.3.1.2.** Provide monthly progress reports to the SPEDC on each student for which Partner receives SPEDC-approved funding.
- 1.3.1.3.** Provide notification within five (5) business days should a trainee covered under this agreement drop out or be expelled from training.
- 1.3.1.4.** Partner shall keep graduation, employment, and licensing data for all graduates and share data with the SPEDC.
- 1.3.1.5.** Partner shall promptly notify SPEDC if the participant does not pass the driving test. Upon notification, SPEDC shall assess the issue, develop an improvement plan, and collaborate with both the Partner and the participant to ensure successful completion on the second attempt. If the participant fails the second

attempt, the same protocol established for the first attempt will be followed. Should the participant fail the driving test a third time, the Partner must immediately notify SPEDC. SPEDC shall further evaluate to determine next steps. Both Partner and SPEDC will determine, based on next steps outlined by SPEDC, any additional costs.

1.3.1.6. As noted in section 2.3, Partner shall provide an annual agreement performance report if requested.

1.3.1.7. Partner shall provide an updated list upon request of partner employers.

1.3.1.8. Partner shall provide job placement assistance.

1.3.2. SPEDC Administration Responsibilities.

1.3.2.1. SPEDC shall screen prospective participants to assess training readiness, complete WIOA and other funding applications, gather required documentation and determine qualification, as well as funding limits, prior to referral to Partner.

1.3.2.2. SPEDC shall honor invoices in a timely manner and notify Partner immediately if there are issues or questions.

1.3.2.3. SPEDC may visit Partner training site to conduct interviews with students and attend any graduations or events held by Partner.

1.3.2.4. SPEDC shall conduct all case management & WIOA obligations, which includes request of progress reports and documentation of milestones, such as measurable skills gain, permit and license.

2. Participant Eligibility

2.1. Verification of Eligibility. Partner shall request verification from the SPEDC for San Pablo resident eligibility and approval of funding amounts and start date before enrollment in the Program.

2.1.1. To be enrolled under this program, each applicant must:

- Present a valid, government-issued photo ID
- Show proof of residency in the incorporated City of San Pablo
 - Both parties acknowledge mailing address is established by the US Postal Service and does not accurately reflect residency according to municipal jurisdictional boundaries. SPEDC shall make residency determination based on current government-issued photo ID, and if needed, a bill or statement sent to the address to verify.
- Meet in person or virtually with SPEDC staff, be pre-approved for WIOA & Measure S funding and receive financial counseling from

SPEDC staff **before** enrolling at Contra Costa Driving School LLC; failure to do so will disqualify enrollee from funding

- Complete an SPEDC Workforce Enrollment Form and supply all documentation, which includes signed WIOA documents, such as an Objective Assessment and Individual Education Plan; failure to do so will hold up payments to Partner for which enrollee will be liable if requirement is not fulfilled
- Be responsive to outreach from SPEDC staff regarding employment status and information; failure to do so may hold up the funding payments to Partner for which enrollee will be liable if requirement is not fulfilled

2.1.2. Partner shall refer potential San Pablo residents directly to SPEDC. SPEDC staff shall collect all verification documents, contact information, and baseline data prior to the student enrolling in the program.

2.1.2.1. P.O. Boxes or addresses at commercial centers will not be accepted to establish residency.

2.1.3. Partner will work directly with SPEDC staff on all verifications, data tracking, and contract- or case management-related questions.

3. Communication and Recordkeeping

3.1. Program Event Dates. Partner shall notify the SPEDC of the date of each Program graduation, along with a confirmed list of San Pablo students participating in such graduation, as well as the dates of any Program event.

3.2. Participant Data. Partner shall provide updated data to SPEDC for all San Pablo students who receive services under this MOU, including, but not limited to contact information, demographic data, enrollment status, exit date, certification completion dates, most recent employer, and salary.

3.2.1. Partner must notify SPEDC within five (5) business days if a San Pablo student drops, withdraws or is expelled from the program.

3.3. Graduate Data. Partner shall keep graduation, employment, certification, and licensing data, as applicable, for all students referred to Partner by the SPEDC, and Partner shall share all such data with the SPEDC.

4. Finances

4.1. Compensation. SPEDC agrees to provide Measure S funding in an amount to be determined not to exceed \$7,500 per eligible San Pablo resident, up to the limits of available funding. San Pablo residents may be eligible for additional grant funding from SPEDC, pending pre-approval and availability of funds. SPEDC and Partner agree each eligible student will pay some portion of the program expense, nominally \$500. WIOA-enrolled students may also qualify for WIOA funding. If so, the amount will be clearly outlined in the ITA and invoiced by Partner directly to

the approving entity, typically the Contra Costa County Employment and Human Services Department (EHSD). WIOA-enrolled non-San Pablo residents may also be enrolled with Partner if referred by SPEDC with an approved WIOA ITA.

- 4.2. Participant Withdrawal.** If a Program Participant drops, withdraws or is expelled, no further payments shall be made under this agreement. If a participant withdraws from the program due to an emergency, Partner shall permit SPEDC to select a replacement participant, ensuring continuity in program engagement.
- 4.3.** Partner shall invoice the SPEDC for each eligible participant as outlined below. Provided the participant has been approved by SPEDC, Partner may elect to invoice the SPEDC after more than one milestone has passed.
 - 50% after two weeks of attendance
 - 40% after passing the California DMV Class-A or Class-B behind-the-wheel examination and attending an interview with a SPEDC staff member
 - 10% upon placement in employment in industry; placement in an unrelated industry will render this payment void.
- 5. Term of Program Operations.** This Exhibit A covers Program operations from July 1, 2025 through June 30, 2026.

Exhibit B

Insurance Requirements

Insurance

1. General, Automotive, and Employer’s Liability, and Workers’ Compensation Provisions

1.1. On or before beginning any of the services or work called for by any term of this agreement, Partner, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to SPEDC the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects. Partner shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Partner has also been obtained for the subcontractor. Partner shall maintain limits no less than set forth below. If Partner maintains higher limits than the minimums shown above, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. If Partner certifies students do not travel in, nor are allowed to drive, Partner vehicles, evidence of automotive liability is not necessary.

1.1.1.1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage.

1.1.1.2. Automotive liability: \$1,000,000 per accident for bodily injury and property damage

1.1.1.3. Workers’ Compensation: As Required by the State of California. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the SPEDC for all work performed by the Partner, its employees, agents and subcontractors.

1.1.1.4. Employers’ Liability: \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

2. Deductibles and Self-Insured Retentions

2.1. Any deductibles or self-insured retentions must be declared to and approved by SPEDC. At the option of SPEDC, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SPEDC, its officers, officials, employees and volunteers; or the Partner shall provide a financial guarantee satisfactory to the SPEDC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- 3.1.** SPEDC, and their officers, officials, and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Partner; and with respect to liability arising out of work or operations performed by or on behalf of the Partner including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the SPEDC's insurance policy, or as a separate owner's policy.
 - 3.1.1.** For any claims related to this project, the Partner's insurance coverage shall be primary insurance as respects the SPEDC, its officers, officials, and employees. Any insurance or self-insurance maintained by SPEDC, its officers, officials, or employees, shall be excess of the Partner's insurance and shall not contribute with it.
 - 3.1.2.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the SPEDC.
 - 3.1.3.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - 3.1.3.1.** SPEDC, and its officers, officials, and employees are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Partner, including the insured's general supervision of Partner; products and completed operations of Partner; premises owned, occupied or used by Partner; or automobiles owned, leased, hired, or borrowed by Partner. The coverage shall contain no special limitations on the scope of protection afforded to SPEDC, and its officers, officials, and employees.
 - 3.1.3.2.** The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - 3.1.3.3.** An endorsement must state that coverage is primary insurance and that no other insurance affected by SPEDC will be called upon to contribute to a loss under the coverage.
 - 3.1.3.4.** Any failure of SPEDC to comply with reporting provisions of the policy shall not affect coverage provided to SPEDC and its officers, officials, and employees.

3.1.3.5. Notice of cancellation or non-renewal must be received by SPEDC at least thirty days prior to such change.

4. Deductibles and Self Insured Retentions

4.1. Partner shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of the Executive Director, SPEDC may increase such deductibles or self-insured retentions with respect to its officers, employees, agents, and volunteers. The Executive Director may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Partner procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

5. Notice of Reduction in Coverage

5.1. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Partner shall provide written notice to SPEDC at Partner’s earliest possible opportunity and in no case later than five days after SPEDC is notified of the change in coverage.

6. Waiver of Subrogation

6.1. Partner hereby agrees to waive subrogation, which any insurer of Partner may acquire from SPEDC by virtue of the payment of any loss. Partner agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

7. Acceptability of Insurers

7.1. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to SPEDC. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

8. Verification of Coverage

8.1. Partner shall furnish SPEDC with endorsements effecting coverage required by this clause. Partner’s insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by SPEDC before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

San Pablo Economic Development Corporation & Michael's Transportation Services Training Academy

Effective: July 1, 2025
Amended: March 18, 2026



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between Michael’s Transportation Services (MTS) Training Academy ("Partner") and San Pablo Economic Development Corporation (the “SPEDC”).

Recitals

SPEDC is engaged in economic and workforce development by delivering programs, providing access to training, engaging in public-private partnerships and linking community resources.

Partner is engaged in services and activities as specified in Exhibit A.

SPEDC and Partner are entering into a Memorandum of Understanding (“MOU”) for the purpose of providing the Program as defined in Exhibit A. Both parties have complementary missions and share a desire to cooperate to the ends described herein. To that extent, the parties intend this MOU to create a relationship for their mutual benefit.

Accordingly, the parties hereby agree as follows:

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- 1.2. Participant Eligibility.** Each party shall provide Program services only to individuals meeting the participant eligibility requirements set forth in Exhibit.

2. Communication.

- 2.1. Progress Reports.** Partner shall provide progress reports to the SPEDC on Program operation under this MOU upon request, including information regarding total participants, training completion rates, licensing success rate, and job placement; identification of challenges; information regarding any program participants’ withdrawal or expulsion from the Program; and any other information required to be reported as described in Exhibit A.
- 2.2. Referrals.** SPEDC shall refer qualified participants whose documents are complete to Partner. From time to time, Partner may refer potential participants to SPEDC. In no event are participants referred to SPEDC to begin training until approved in writing by SPEDC to Partner with confirmation of start date. Enrollment of participants under this MOU by Partner without SPEDC authorization will not be compensated by SPEDC. A participant may not begin training until there is an approved SPEDC date, as it invalidates all funding that SPEDC uses.
- 2.3. Program Performance Reports.** If requested, Partner shall provide the SPEDC an annual Program performance report, containing the information required in the section 2.1 above, compiled for by fiscal year (July 1 through June 30). Partner

shall utilize the template provided by SPEDC for the annual progress report.

3. Finances.

3.1. Invoices. Partner shall invoice the SPEDC according to the schedule specified in Exhibit A.

3.2. Satisfaction of Invoices. The SPEDC shall pay Partner’s invoices within thirty business days of receipt, and shall notify Partner if there are questions or concerns regarding submitted invoices.

4. Miscellaneous

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4.2. Insurance. On or before commencement of operation of the Program pursuant to this MOU, Partner, at its own expense, shall carry, maintain for the duration of the MOU, and provide proof thereof that is acceptable to the SPEDC, the insurance described in Exhibit B with insurers and under forms of insurance satisfactory in all respects to the SPEDC. Partner shall maintain limits no less than as set forth in Exhibit B. If Partner maintains higher limits than those set forth in Exhibit B, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. Partner shall not allow any subcontractor to commence work on any subcontract in operation of the Program until all insurance required of Partner has also been obtained for the subcontractor. Partner shall require and verify that any subcontractors maintain insurance as required of Partner.

4.3. Indemnity

4.3.1. Indemnification of SPEDC. To the fullest extent permitted by law, Partner shall immediately defend, indemnify, and hold harmless the SPEDC and its directors, officers, administrators, employees, volunteers, and agents from and against all liabilities regardless of nature or type, direct or indirect, in whole or in part, arising out of or resulting from Partner’s performance of services under this MOU, or in connection with any negligent or wrongful act or omission of Partner or its departments, programs, divisions, officers, employees, agents, or subcontractors, in the performance of this MOU. Liabilities subject to the duties to defend, indemnify, and hold harmless include, without limitation, such liabilities for: damage to property; injury or death of any person; and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses;

defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Partner's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Partner's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In its sole discretion and at its own cost and expense, the SPEDC may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve Partner of any obligation imposed pursuant to this MOU. The SPEDC shall promptly notify Partner of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

The review, acceptance or approval of the Partner's work or work product by any indemnified party shall not affect, relieve or reduce the Partner's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

The duty of Partner to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this MOU does not relieve Partner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this MOU.

4.3.2. Indemnification of Partner. To the fullest extent permitted by law, the SPEDC shall immediately defend, indemnify, and hold harmless Partner and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against Partner, arising solely out of or in connection with the acts or omissions of the SPEDC in the performance of this MOU. In its sole discretion and at its sole cost and expense, Partner may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve the SPEDC of any obligation imposed pursuant to this MOU. Partner shall promptly notify the SPEDC of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

- 4.4. Effective Date & Term.** This MOU shall be effective July 1, 2025 upon execution and delivery by both parties governing Program operations specified in Exhibit A through June 30, 2026 contingent upon the SPEDC Board’s approval of the fiscal year 2025-26 budget, with possible renewal in subsequent fiscal years.
- 4.5. Amendment.** Amendments to this MOU are effective only if agreed upon by both parties, as indicated through execution and delivery documenting the amendment.
- 4.6. Termination.** Either party may terminate this MOU with or without cause by providing the other party with sixty days’ written notice.
- 4.7. Third Party Beneficiaries.** There are no third-party beneficiaries to this MOU.
- 4.8. Notices.** Any notices required to be made or given pursuant to this MOU, shall be effective if made in writing and sent by registered or certified mail, return receipt requested to:

To SPEDC: Leslay C. Choy, Executive Director
 San Pablo Economic Development Corporation
 1000 Gateway Avenue, First Floor
 San Pablo, CA 94806

To Partner: Keith Judkins, Director
 MTS Training Academy
 140 Yolano Drive
 Vallejo, CA 94589

To evidence the parties’ assent to this MOU, they have signed and delivered it on the dates set forth below.

Name: Keith Judkins
Title: Director
Organization: MTS Training Academy

Leslay C. Choy
Executive Director
San Pablo Economic Development Corporation

Date: _____

Date: _____

EXHIBIT A

Program Description

1. Program Overview.

1.1. General Description of Program Purpose.

MTS Training Academy is a division of Michael's Transportation Services specializing in Class-A and Class-B commercial driver's training with an option to receive endorsements in transit operation or professional school bus driving. The curriculum includes a total of 120 hours for Professional School Bus Driver, 95 hours for Professional Transit Operator, 160 hours Tractor – Trailer Operator, and 80 hours Straight Truck Operator. The training covers the following topics: DMV Permit Training, Behind the Wheel Training, Air Brake, Passenger Endorsement, Medical Card and Job Placement Assistance.

This training provides students with the knowledge, practical skills, and support services to obtain a California Commercial Class-A or Class-B Driver's License. Students are required to complete 40-hours of classroom instruction and 40-120 hours of field training. Once graduates obtain their license, they have an opportunity to become an employee-owner of Michael's Transportation Services, where they will be employed in an entry-level position in the transportation industry, earning a salary with benefits and owning a share of the company.

Under this MOU, SPEDC will provide funding for pre-approved San Pablo residents, including trainees taking their behind-the-wheel examination. The number of slots made available will be contingent upon funding.

2. Program Engagement.

2.1. Marketing and Recruiting

2.1.1. Marketing Responsibilities. SPEDC and Partner shall actively participate in the marketing of the Program to potential students. Partner will be responsive and collaborative with San Pablo EDC to provide current content, images, success stories, etc., to keep collateral and messages updated. Both parties shall promote program marketing materials through all available channels, including career fairs. Both parties shall share materials with any other Program Partners and Recruitment Partners specified in Exhibit A.

2.1.2. Recruiting Responsibilities. SPEDC shall recruit San Pablo residents to the Program. Partner shall refer potential San Pablo residents to SPEDC for qualification and enrollment.

2.2. Administration

2.2.1. Partner Administrative Responsibilities.

- 2.2.1.1.** Deliver the curriculum as outlined in the scope of services.
- 2.2.1.2.** Provide monthly progress reports to the SPEDC on each student for which Partner receives SPEDC-approved funding.
- 2.2.1.3.** Provide notification within five (5) business days should a trainee covered under this agreement drop out or be expelled from training.
- 2.2.1.4.** Partner shall keep graduation, employment, and licensing data for all graduates and share data with the SPEDC.
- 2.2.1.5.** Partner shall promptly notify SPEDC if the participant does not pass the driving test. Upon notification, SPEDC shall assess the issue, develop an improvement plan, and collaborate with both the Partner and the participant to ensure successful completion on the second attempt. If the participant fails the second attempt, the same protocol established for the first attempt will be followed. Should the participant fail the driving test a third time, the Partner must immediately notify SPEDC. SPEDC shall further evaluate to determine next steps. Both Partner and SPEDC will determine, based on next steps outlined by SPEDC, any additional costs.
- 2.2.1.6.** As noted in section 2.3, Partner shall provide an annual agreement performance report if requested.
- 2.2.1.7.** Partner shall provide an updated list upon request of partner employers.
- 2.2.1.8.** Partner shall provide job placement assistance.

2.2.2. SPEDC Administration Responsibilities.

- 2.2.2.1.** SPEDC shall screen prospective participants to assess training readiness, complete WIOA and other funding applications, gather required documentation and determine qualification, as well as funding limits, prior to referral to Partner.
- 2.2.2.2.** SPEDC shall honor invoices in a timely manner and notify Partner immediately if there are issues or questions.
- 2.2.2.3.** SPEDC may visit Partner training site to conduct interviews with students and attend any graduations or events held by Partner.
- 2.2.2.4.** SPEDC shall conduct all case management & WIOA obligations, which includes request of progress reports and documentation of milestones, such as measurable skills gain, permit and license.

3. Participant Eligibility

3.1. Verification of Eligibility. Partner shall request verification from the SPEDC for San Pablo resident eligibility and approval of funding amounts and start date before enrollment in the Program.

3.1.1. To be enrolled under this program, each applicant must:

- Present a valid, government-issued photo ID
- Show proof of residency in the incorporated City of San Pablo
 - Both parties acknowledge mailing address is established by the US Postal Service and does not accurately reflect residency according to municipal jurisdictional boundaries. SPEDC shall make residency determination based on current government-issued photo ID, and if needed, a bill or statement sent to the address to verify.
- Meet in person or virtually with SPEDC staff, be pre-approved for WIOA & Measure S funding and receive financial counseling from SPEDC staff **before** enrolling at CDL Instructor Trucking LLC; failure to do so will disqualify enrollee from funding
- Complete an SPEDC Workforce Enrollment Form and supply all documentation, which includes signed WIOA documents, such as an Objective Assessment and Individual Education Plan; failure to do so will hold up payments to Partner for which enrollee will be liable if requirement is not fulfilled
- Be responsive to outreach from SPEDC staff regarding employment status and information; failure to do so may hold up the funding payments to Partner for which enrollee will be liable if requirement is not fulfilled

3.1.2. Partner shall refer potential San Pablo residents directly to SPEDC. SPEDC staff shall collect all verification documents, contact information, and baseline data prior to the student enrolling in the program.

3.1.2.1. P.O. Boxes or addresses at commercial centers will not be accepted to establish residency.

3.1.3. Partner will work directly with SPEDC staff on all verifications, data tracking, and contract- or case management-related questions.

4. Communication and Recordkeeping

4.1. Program Event Dates. Partner shall notify the SPEDC of the date of each Program graduation, along with a confirmed list of San Pablo students participating in such graduation, as well as the dates of any Program event.

4.2. Participant Data. Partner shall provide updated data to the SPEDC for all San Pablo students who receive services under this MOU, including, but not limited to, all

applicable information as follows: contact information, demographic data, current enrollment, cohort number, exit date, certification completion dates, most recent employer, and salary.

4.2.1. Partner must notify the SPEDC within five (5) business days if a San Pablo student drops, withdraws or is expelled from the program.

4.3. Graduate Data. Partner shall keep graduation, employment, certification, and licensing data, as applicable, for all students referred to Partner by the SPEDC, and Partner shall share all such data with the SPEDC.

5. Finances

5.1. Compensation. SPEDC agrees to provide Measure S funding in an amount to be determined not to exceed \$7,500 per eligible San Pablo resident, up to the limits of available funding. San Pablo residents may be eligible for additional grant funding from SPEDC, pending pre-approval and availability of funds. SPEDC and Partner agree each eligible student will pay some portion of the program expense, nominally \$500. WIOA-enrolled students may also qualify for WIOA funding. If so, the amount will be clearly outlined in the ITA and invoiced by Partner directly to the approving entity, typically the Contra Costa County Employment and Human Services Department (EHSD). WIOA-enrolled non-San Pablo residents may also be enrolled with Partner if referred by SPEDC with an approved WIOA ITA.

5.2. Participant Withdrawal. If a Program Participant drops, withdraws or is expelled, no further payments shall be made under this agreement. If a participant withdraws from the program due to an emergency, Partner shall permit SPEDC to select a replacement participant, ensuring continuity in program engagement.

5.3. Partner shall invoice the SPEDC for each eligible participant as outlined below. Provided the participant has been approved by SPEDC, Partner may elect to invoice the SPEDC after more than one milestone has passed.

- 50% after two weeks of attendance
- 40% after passing the California DMV Class-A or Class-B behind-the-wheel examination and attending an interview with a SPEDC staff member to be coordinated with Partner
- 10% upon placement in employment in industry; placement in an unrelated industry will render this payment void.

6. Term of Program Operations. This Exhibit A covers Program operations from July 1, 2025 through June 30, 2026.

Exhibit B

Insurance Requirements

Insurance

1. General, Automotive, and Employer’s Liability, and Workers’ Compensation Provisions

1.1. On or before beginning any of the services or work called for by any term of this agreement, Partner, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to SPEDC the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects. Partner shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Partner has also been obtained for the subcontractor. Partner shall maintain limits no less than set forth below. If Partner maintains higher limits than the minimums shown above, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. If Partner certifies students do not travel in, nor are allowed to drive, Partner vehicles, evidence of automotive liability is not necessary.

1.1.1.1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage.

1.1.1.2. Automotive liability: \$1,000,000 per accident for bodily injury and property damage

1.1.1.3. Workers’ Compensation: As Required by the State of California. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the SPEDC for all work performed by the Partner, its employees, agents and subcontractors.

1.1.1.4. Employers’ Liability: \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

2. Deductibles and Self-Insured Retentions

2.1. Any deductibles or self-insured retentions must be declared to and approved by SPEDC. At the option of SPEDC, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SPEDC, its officers, officials, employees and volunteers; or the Partner shall provide a financial guarantee satisfactory to the SPEDC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- 3.1.** SPEDC, and their officers, officials, and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Partner; and with respect to liability arising out of work or operations performed by or on behalf of the Partner including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the SPEDC's insurance policy, or as a separate owner's policy.
 - 3.1.1.** For any claims related to this project, the Partner's insurance coverage shall be primary insurance as respects the SPEDC, its officers, officials, and employees. Any insurance or self-insurance maintained by SPEDC, its officers, officials, or employees, shall be excess of the Partner's insurance and shall not contribute with it.
 - 3.1.2.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the SPEDC.
 - 3.1.3.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - 3.1.3.1.** SPEDC, and its officers, officials, and employees are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Partner, including the insured's general supervision of Partner; products and completed operations of Partner; premises owned, occupied or used by Partner; or automobiles owned, leased, hired, or borrowed by Partner. The coverage shall contain no special limitations on the scope of protection afforded to SPEDC, and its officers, officials, and employees.
 - 3.1.3.2.** The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - 3.1.3.3.** An endorsement must state that coverage is primary insurance and that no other insurance affected by SPEDC will be called upon to contribute to a loss under the coverage.
 - 3.1.3.4.** Any failure of SPEDC to comply with reporting provisions of the policy shall not affect coverage provided to SPEDC and its officers, officials, and employees.

3.1.3.5. Notice of cancellation or non-renewal must be received by SPEDC at least thirty days prior to such change.

4. Deductibles and Self Insured Retentions

4.1. Partner shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of the Executive Director, SPEDC may increase such deductibles or self-insured retentions with respect to its officers, employees, agents, and volunteers. The Executive Director may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Partner procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

5. Notice of Reduction in Coverage

5.1. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Partner shall provide written notice to SPEDC at Partner’s earliest possible opportunity and in no case later than five days after SPEDC is notified of the change in coverage.

6. Waiver of Subrogation

6.1. Partner hereby agrees to waive subrogation, which any insurer of Partner may acquire from SPEDC by virtue of the payment of any loss. Partner agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

7. Acceptability of Insurers

7.1. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to SPEDC. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

8. Verification of Coverage

8.1. Partner shall furnish SPEDC with endorsements effecting coverage required by this clause. Partner’s insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by SPEDC before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

San Pablo Economic Development Corporation & Vasco Career College

Effective: July 1, 2025

Amended: March 18, 2026



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between Vasco Career College ("Partner" or "Vasco") and San Pablo Economic Development Corporation (the "SPEDC").

Recitals

SPEDC is engaged in economic and workforce development by delivering programs, providing access to training, engaging in public-private partnerships and linking community resources.

Partner is engaged in services and activities as specified in Exhibit A.

SPEDC and Partner are entering into a Memorandum of Understanding ("MOU") for the purpose of providing the Program as defined in Exhibit A. Both parties have complementary missions and share a desire to cooperate to the ends described herein. To that extent, the parties intend this MOU to create a relationship for their mutual benefit.

Accordingly, the parties hereby agree as follows:

1. General Provisions.

- 1.1. Program Operation.** Each party shall perform the Program responsibilities set forth for that party in Exhibit A.
- 1.2. Participant Eligibility.** Each party shall provide Program services only to individuals meeting the participant eligibility requirements set forth in Exhibit A.

2. Communication.

- 2.1. Progress Reports.** Partner shall provide progress reports to the SPEDC on Program operation under this MOU upon request, including information regarding total numbers of referrals and participants; graduation, certification, and licensing data, as applicable; identification of challenges; information regarding any program participants' withdrawal or expulsion from the Program; and any other information required to be reported as described in Exhibit A.
- 2.2. Data.** The SPEDC provides Partner with a spreadsheet template used to submit prospects for verification and enrollment. Verification of residency and post-enrollment data submittal will only be done and exchanged between the parties on this template. Once a resident has been verified and enrolled under this MOU, Partner agrees to submit a completed SPEDC Workforce Enrollment Form (WEF), copy of valid, government-issued photo ID, and a copy of the Vasco Enrollment Agreement with total cost included.
- 2.3. Program Performance Reports.** Partner shall provide the SPEDC an annual Program performance report, containing the information required in the section 2.1 above, compiled for the fiscal year (July 1, 2025 – June 30, 2026). Partner shall

utilize the Word template provided by SPEDC for the semi-annual and annual progress reports, and commits to turning them in by the deadline specified provided the SPEDC provides Partner with the template one month in advance.

3. Finances.

3.1. Invoices. Partner shall invoice the SPEDC according to the schedule specified in Exhibit A.

3.2. Satisfaction of Invoices. The SPEDC shall pay Partner’s invoices within thirty business days of receipt provided all documentation is complete, and shall notify Partner if there are questions or concerns regarding submitted invoices.

4. Miscellaneous

4.1. Confidentiality. Each party shall maintain the confidentiality of information gathered and all records generated during the period of this MOU, to the extent allowed by law. Provision of financial and organizational operations records to a party’s accountants, attorneys, auditors, board members, and other professionals or affiliated individuals is not a violation of this section. This provision does not prohibit staff from reporting suspected neglect or abuse of participants to child abuse reporting agencies as required by law.

4.2. Insurance. On or before commencement of operation of the Program pursuant to this MOU, Partner, at its own expense, shall carry, maintain for the duration of the MOU, and provide proof thereof that is acceptable to the SPEDC, the insurance described in Exhibit B with insurers and under forms of insurance satisfactory in all respects to the SPEDC. Partner shall maintain limits no less than as set forth in Exhibit B. If Partner maintains higher limits than those set forth in Exhibit B, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. Partner shall not allow any subcontractor to commence work on any subcontract in operation of the Program until all insurance required of Partner has also been obtained for the subcontractor. Partner shall require and verify that any subcontractors maintain insurance as required of Partner.

4.3. Indemnity

4.3.1. Indemnification of SPEDC. To the fullest extent permitted by law, Partner shall immediately defend, indemnify, and hold harmless the SPEDC and its directors, officers, administrators, employees, volunteers, and agents from and against all liabilities regardless of nature or type, direct or indirect, in whole or in part, arising out of or resulting from Partner’s performance of services under this MOU, or in connection with any negligent or wrongful act or omission of Partner or its departments, programs, divisions, officers, employees, agents, or subcontractors, in the performance of this MOU. Liabilities subject to the duties to defend, indemnify, and hold harmless include, without limitation, such liabilities for: damage to property; injury

or death of any person; and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Partner's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Partner's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In its sole discretion and at its own cost and expense, the SPEDC may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve Partner of any obligation imposed pursuant to this MOU. The SPEDC shall promptly notify Partner of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

The review, acceptance or approval of the Partner's work or work product by any indemnified party shall not affect, relieve or reduce the Partner's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

The duty of Partner to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this MOU does not relieve Partner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this MOU.

4.3.2. Indemnification of Partner. To the fullest extent permitted by law, the SPEDC shall immediately defend, indemnify, and hold harmless Partner and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against Partner, arising solely out of or in connection with the acts or omissions of the SPEDC in the performance of this MOU. In its sole discretion and at its sole cost and expense, Partner may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve the SPEDC of any obligation imposed pursuant to this MOU. Partner shall promptly notify the SPEDC of any such

claim, action, or proceeding and shall cooperate fully in the defense of same.

- 4.4. Effective Date & Term.** This MOU shall be effective July 1, 2025 upon execution and delivery by both parties and shall govern Program operations specified in Exhibit A through June 30, 2025. If parties specify a program commencement date prior to the effective date of this MOU, then to the extent feasible, they shall apply terms of this MOU to Program operations preceding the effective date.
- 4.5. Amendment.** Amendments to this MOU are effective only if agreed upon by both parties, as indicated through execution and delivery documenting the amendment.
- 4.6. Termination.** Either party may terminate this MOU with or without cause by providing the other party with sixty days' written notice.
- 4.7. Third-party Beneficiaries.** There are no third-party beneficiaries to this MOU.
- 4.8. Notices.** Any notices required to be made or given pursuant to this MOU, shall be effective if made in writing and sent by registered or certified mail, return receipt requested to:

To SPEDC: Leslay C. Choy, Executive Director
 San Pablo Economic Development Corporation
 1000 Gateway Avenue, First Floor
 San Pablo, CA 94806

To Partner: Drusilla Lamptey-Mercer, Director
 Vasco Career College College
 11155 San Pablo Ave. Ste. A
 El Cerrito, CA 94806

To evidence the parties' assent to this MOU, they have signed and delivered it on the dates set forth below.

Drusilla Lamptey-Mercer
Director
Vasco Career College

Leslay C. Choy
Executive Director
San Pablo Economic Development Corporation

Date: _____

Date: _____

EXHIBIT A

Program Description

1. Program Overview.

1.1. General Description of Program Purpose.

Vasco Career College is a healthcare training provider that has been in operation in West Contra Costa County since 2014. Vasco offers certificate training programs for Pharmacy Technician, Medical Administrative Assistant/Billing and Coding Specialist, Clinical Medical Assistant, Medical Assistant, Billing and Coding Specialist, EKG Technician, and Certified Nursing Assistant. Vasco students also have the option to enroll into WIOA employment and training services with the SPEDC, providing the possibility of additional debt-reduction funding through WIOA training funds.

The SPEDC will approve Measure S funding for residents living in the incorporated City of San Pablo only. For non-San Pablo residents who are WIOA-eligible, SPEDC may also enroll those individuals according to WIOA and Employment Training Provider (ETP) list guidelines. San Pablo residents funded under this MOU will be contingent upon funding available and must be pre-approved by the SPEDC. By pre-approved, this means they are referred to an EDC Case Manager and approved for funding by the Case Manager and Executive Director, before they enroll at MBC. Under no circumstances may Partner commit funds on behalf of the SPEDC. Enrollment under this MOU must first be approved by the SPEDC.

2. Program Operation.

2.1. Marketing and Recruiting

2.1.1. SPEDC Marketing and Recruiting Responsibilities. SPEDC shall actively lead and participate in the marketing of the Partner Program to students, faculty, San Pablo residents, agency partners and SPEDC job training grant recipients. SPEDC shall capture photographs and create collateral, as well as website content, graphics, e-blasts and social media posts.

2.1.1.1. Partner Marketing and Recruiting Responsibilities. Partner shall recruit San Pablo residents to the Programs and share current recruitment materials with SPEDC, and any other Program Partners and Recruitment Partners specified in Exhibit A. Partner shall notify SPEDC if contact information for these agencies is needed. Partner shall share photographs and other needed graphics with SPEDC to create collaterals and ads. Partner shall also host content on its website, to the extent possible

through internal controls, to market this funding opportunity.

2.2. Administration

2.2.1. SPEDC Administrative Responsibilities.

- 2.2.1.1.** SPEDC shall work directly with the Partner staff on all verifications, data tracking, and contract or case management related questions, and will provide templates to Partner staff for enrollment verification and progress reports.
- 2.2.1.2.** SPEDC shall respond quickly regarding documentation needed to verify enrollment, and any necessary items required in order for an invoice to be advanced.
- 2.2.1.3.** Honor invoices in a timely manner and notify Partner immediately if there are issues or questions.
- 2.2.1.4.** Visit Partner training site to conduct interviews with students and attend any graduations or events held by Partner.

2.2.2. Partner Administrative Responsibilities.

- 2.2.2.1.** Provide enrollment data, agreements, substantiating documentation and completed Workforce Enrollment Forms
- 2.2.2.2.** Deliver the curriculum as outlined in the scope of services.
- 2.2.2.3.** Provide timely progress reports to the SPEDC on each student receiving a grant as requested by the SPEDC.
- 2.2.2.4.** Partner shall keep graduation, employment, and licensing data for all graduates and share data with the SPEDC.
- 2.2.2.5.** Partner shall provide an annual agreement performance report.
- 2.2.2.6.** Partner shall provide job placement assistance.

3. Participant Eligibility

3.1. Verification of Eligibility. Partner shall request verification from the SPEDC for San Pablo resident eligibility before enrollment in the Program and provide to the SPEDC the documentation to confirm eligibility. Specifically:

- 3.1.1.** Partner shall submit names of potential San Pablo residents to the SPEDC using the approved verification and enrollment tracking template provided by the SPEDC. Partner agrees all information must be complete in order for SPEDC verification to take place.
- 3.1.2.** To be enrolled under this program, each applicant must:
 - Present a valid, government-issued photo ID
 - Show proof of residency in the Incorporated area of the City of San Pablo

- Have a High School Diploma or GED
- Meet in person (or virtually) with SPEDC staff, be pre-approved for WIOA funding by staff **before** enrolling at Vasco Career College; failure to do so will disqualify enrollee from funding
- Complete an SPEDC Workforce Enrollment Form; failure to do so will hold up payments to Partner
- Be responsive to outreach from SPEDC staff regarding employment status and information; failure to do so may hold up the funding payments to Partner for which enrollee will be liable if requirement is not fulfilled
- Be willing to fulfill a volunteer commitment at the SPEDC; failure to do so will hold up the final funding payment to Partner for which enrollee will be liable if requirement is not fulfilled

3.1.1. Partner shall submit names of potential San Pablo residents to the SPEDC. Each student must be verified by designated SPEDC staff on the spreadsheet template as outlined in sub-section **2.2 Data** of the MOU. SPEDC staff shall notify Partner whether the applicant may or may not be enrolled under this MOU. Once residency is established, enrollment must be supported by the required ID and proof of residency, as well as verification of enrollment in an approved healthcare vocational training program (or in the ELC, as the case may be) and completion of all data fields on the template. An invoice cannot be submitted and will not be accepted for a student until these steps have been completed and SPEDC approves student for funding.

3.1.1.1. P.O. Boxes or addresses at commercial centers will not be accepted to establish residency.

3.1.2. Partner will work directly with SPEDC staff on all verifications, data tracking, and contract- or case management-related questions.

3.2. Confirmation of Eligibility. The SPEDC shall confirm eligibility according to the requirements described in Exhibit A and notify Partner immediately whether the applicant may or may not be enrolled under this MOU.

3.2.1. Following eligibility verification, Partner shall complete the data submission to the SPEDC using the template provided by the SPEDC, for all San Pablo students who receive services under this MOU, including, but not limited to, all applicable information as follows: contact information, demographic data, current enrollment, exit date, certification completion dates, most recent employer, and salary.

4. Communication and Recordkeeping

4.1. Program Event Dates. Partner shall notify the SPEDC of the date of each Program

graduation, along with a confirmed list of San Pablo students participating in such graduation, as well as the dates of any Program-related event.

4.2. Progress Reports. Partner shall provide the SPEDC an annual Program performance report, containing the information required in the section 2.1 above, compiled for the fiscal year (July 1, 2025 – June 30, 2026). Partner shall utilize the Word template provided by SPEDC for the semi-annual and annual progress reports.

4.2.1. Partner must notify the SPEDC within five (5) business days if a San Pablo student drops, withdraws or is expelled from the college.

4.2.2. In all cases, SPEDC funding will immediately cease for that participant.

4.3. Graduate Data. Partner shall keep graduation, employment, certification, and licensing data, as applicable, for all students referred to Partner by the SPEDC, and Partner shall share all such data with the SPEDC.

5. Finances

5.1. Compensation. Upon approval of each participant by SPEDC staff and verified by the executive director, the SPEDC agrees to provide grant funding up to \$7,500 per eligible and verified San Pablo resident, up to the limits of available funding, provided each funding milestone is met; any milestone which is not met will not be compensated. SPEDC and Partner agree each eligible student will pay some portion of the program expense. Students also have the option to enroll into WIOA employment and training services, possibly bringing additional individual training account (ITA) funding.

5.1.1. Authorization is not a guarantee of funding. As funding may be exhausted quickly, verification of residency is not sufficient to guarantee funding. Once all data is submitted, Partner must get authorization from SPEDC to enroll under this MOU.

5.1.2. SPEDC may bring additional WIOA funding to further reduce the debt incurred by each San Pablo resident who enrolls in WIOA and completes an ITA training packet prior to enrollment at Partner.

5.1.3. VASCO Career College will invoice SPEDC regularly, as appropriate, and shall include the approved student's name, healthcare vocational program and costs. Multiple students may be submitted on a single invoice.

5.2. Partner shall invoice the SPEDC for each eligible participant as follows:

- a) 50% of funding after the completion of first two weeks of the first course provided a completed WEF has been received, residency has been verified, WIOA approval is in place and progress report has been received.
- b) 40% of funding after completion of the half-way point, acknowledging that this varies by program; preference is certification. Both parties recognize

that high industry standard is 75% certification of those who complete these courses.

- a. Should Partner not realize at least a 70% certification rate of San Pablo residents enrolled under this MOU who complete their course, this milestone will be revisited.
- c) 10% of funding after client lands a job within industry relative to the certification.

5.3. Participant Withdrawal. If a Program Participant drops, withdraws, or is expelled, Partner must notify SPEDC immediately. The student must return all books, and any ELC funding will terminate at the end of the month their college attendance ceased or their child stopped attending the ELC. Should a student drop out and not return the books, a hold will be placed on their record.

6. Term of Program Operations. This Exhibit A covers Program operations from July 1, 2025 to June 30, 2026.

Exhibit B

Insurance Requirements

Insurance

1. General, Automotive, and Employer’s Liability, and Workers’ Compensation Provisions

1.1. On or before beginning any of the services or work called for by any term of this agreement, Partner, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to SPEDC the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects. Partner shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Partner has also been obtained for the subcontractor. Partner shall maintain limits no less than set forth below. If Partner maintains higher limits than the minimums shown above, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. If Partner certifies students do not travel in, nor are allowed to drive, Partner vehicles, evidence of automotive liability is not necessary.

1.1.1.1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage.

1.1.1.2. Automotive liability: \$1,000,000 per accident for bodily injury and property damage

1.1.1.3. Workers’ Compensation: As Required by the State of California. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the SPEDC for all work performed by the Partner, its employees, agents and subcontractors.

1.1.1.4. Employers’ Liability: \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

2. Deductibles and Self-Insured Retentions

2.1. Any deductibles or self-insured retentions must be declared to and approved by SPEDC. At the option of SPEDC, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SPEDC, its officers, officials, employees and volunteers; or the Partner shall provide a financial guarantee satisfactory to the SPEDC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- 3.1.** SPEDC, and their officers, officials, and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Partner; and with respect to liability arising out of work or operations performed by or on behalf of the Partner including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the SPEDC's insurance policy, or as a separate owner's policy.
 - 3.1.1.** For any claims related to this project, the Partner's insurance coverage shall be primary insurance as respects the SPEDC, its officers, officials, and employees. Any insurance or self-insurance maintained by SPEDC, its officers, officials, or employees, shall be excess of the Partner's insurance and shall not contribute with it.
 - 3.1.2.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the SPEDC.
 - 3.1.3.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - 3.1.3.1.** SPEDC, and its officers, officials, and employees are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Partner, including the insured's general supervision of Partner; products and completed operations of Partner; premises owned, occupied or used by Partner; or automobiles owned, leased, hired, or borrowed by Partner. The coverage shall contain no special limitations on the scope of protection afforded to SPEDC, and its officers, officials, and employees.
 - 3.1.3.2.** The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - 3.1.3.3.** An endorsement must state that coverage is primary insurance and that no other insurance affected by SPEDC will be called upon to contribute to a loss under the coverage.
 - 3.1.3.4.** Any failure of SPEDC to comply with reporting provisions of the policy shall not affect coverage provided to SPEDC and its officers, officials, and employees.

3.1.3.5. Notice of cancellation or non-renewal must be received by SPEDC at least thirty days prior to such change.

4. Deductibles and Self Insured Retentions

4.1. Partner shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of the Executive Director, SPEDC may increase such deductibles or self-insured retentions with respect to its officers, employees, agents, and volunteers. The Executive Director may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Partner procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

5. Notice of Reduction in Coverage

5.1. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Partner shall provide written notice to SPEDC at Partner’s earliest possible opportunity and in no case later than five days after SPEDC is notified of the change in coverage.

6. Waiver of Subrogation

6.1. Partner hereby agrees to waive subrogation, which any insurer of Partner may acquire from SPEDC by virtue of the payment of any loss. Partner agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

7. Acceptability of Insurers

7.1. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to SPEDC. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

8. Verification of Coverage

8.1. Partner shall furnish SPEDC with endorsements effecting coverage required by this clause. Partner’s insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by SPEDC before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.