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Next EDC Resolution Number SPEDC2025-019



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 (Just Cause remote participation)

Kanwar Singh, Treasurer (excused absence)

Patricia Ponce, Director

Stephen Baiter, Director (excused absence)

**WEDNESDAY, September 17, 2025
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 OF ANNUAL MEETING/ 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 (2 items)

1. Minutes of the August 20, 2025 regular meeting (pages 3-4)

Recommendation: Approve

2. San Pablo EDC FY24-25 Financial Statements ending July 31, 2025 (pages 5-11)
Receive and file

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

REGULAR AGENDA – ITEMS FOR DISCUSSION

1. Presentation of City of San Pablo Economic Development Updates with Kieron Slaughter, Economic Development and Housing Manager (page 12)
Recommendation: No formal board action
2. Resolution authorizing continued support of the San Pablo Forward Scholarship at Contra Costa College Foundation and ratifying fiscal year 2025- 26 budget expense of \$5,000 (pages 13-17)
Recommendation: Approve
3. Resolution authorizing execution of a fiscal year 2025-26 memorandum of understanding with Contra Costa Trucking Driving School LLC for commercial driver’s license workforce training services (pages 18-34)
Recommendation: Approve

ADJOURNMENT

Adjourn to next regular meeting scheduled for **Wednesday, October 15, 2025**, at 6:00 pm.



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

WEDNESDAY, AUGUST 27, 2025

ROLL CALL

The Board of Directors (Board) meeting was called to order at 6:10 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, Vice Chair Saman Farid, Director Patricia Ponce and Director Stephen Baiter. Also present were Executive Director Leslay Choy and Board Secretary Saeid Babay Hosseini. Treasurer Kanwar Singh had an excused absence.

PUBLIC COMMENTS

There were no public comments.

EXECUTIVE DIRECTOR REMARKS

Executive Director Choy shared a thank-you card from one of the San Pablo Scholars through the Contra Costa College Foundation. She debriefed the Board on the August 21st San Pablo Scholars program ceremony at Contra Costa College and thanked those who attended for their support. She also spoke about the upcoming September 10th Members and Sponsors Appreciation Mixer, inviting board members to attend, and reminded the Board about staff's September 15th presentation to City Council and the September 30th Careers in the Trades Demonstration Day.

CONSENT AGENDA

1. Minutes of the June 25, 2025 regular meeting
Recommendation: Approve
2. San Pablo EDC FY24-25 Financial Statements ending June 30, 2025
Recommendation: Receive and file

It was moved by Director Ponce, 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
NOES: None
ABSTAIN: None
ABSENT: Singh

REGULAR AGENDA

Resolution authorizing execution of the fiscal year 2025-26 Subrecipient Contract for \$129,700 with Rubicon Programs for delivery of WIOA AJCC workforce services under the Contra Costa Workforce Collaborative

Executive Director Choy introduced the item, noting the importance of the contract renewal to fund San Pablo EDC's WIOA services with Rubicon Programs, as well as the lack of budget

increase. This funding is essential leverage for Measure S and other grants. Following board discussion, it was moved by Vice Chair Farid, seconded by Director Baiter and passed by a vote of those present to adopt **RESOLUTION SPEDC2025-017**, a resolution authorizing the Executive Director to execute the fiscal year 2025-26 Subrecipient Contract for \$129,700 with Rubicon Programs for delivery of WIOA AJCC workforce services under the Contra Costa Workforce Collaborative.

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

Resolution authorizing joining a regional coalition led by the East Bay Leadership Council (EBLC) opposing the Metropolitan Transportation Commission's (MTC) proposed Transit-Oriented Communities Policy (TOC)

Executive Director Choy introduced the item regarding MTC's proposed Transit-Oriented Communities Policy. She explained that while San Pablo is not directly impacted, regional economic concerns make participation important. Following board discussion, it was moved by Director Ponce, seconded by Director Baiter and passed by a vote of those present to adopt **RESOLUTION SPEDC2025-018**, a resolution authorizing joining a regional coalition led by the East Bay Leadership Council opposing the Metropolitan Transportation Commission's proposed Transit-Oriented Communities Policy.

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

ADJOURNMENT

It was moved by Director Ponce and seconded by Chair Calloway to adjourn the meeting at 6:27 PM to the next regular meeting scheduled for **Wednesday, September 17, 2025** at 6:00 PM.

Respectfully submitted,

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Chair

SAN PABLO EDC BOARD REPORT



DATE: September 17, 2025

TO: San Pablo EDC Board

FROM: Leslay Choy, Executive Director 
Bradley Ward, Controller

SUBJECT: SAN PABLO ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2025-26 FINANCIAL STATEMENTS THROUGH JUNE 2025

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. Typically, these reports are received and reviewed in advance by Board Treasurer and Finance Committee member, Kanwar Singh. As he is currently traveling, they were shared with Chair Calloway who is also a Finance Committee member. Financials compare year-to-date expenses to annual budget in a format recommended by Treasurer Singh.

ANALYSIS OF FINANCIAL REPORTS

Attached is a set of financial reports through July 2025, the organization's fiscal year end (FYE). The lead item is the balance sheet, which shows the organization's financial position as of July 30, 2025. The July balance sheet reflects assets of \$5,658,964, liabilities of \$2,164,937 and equity of \$3,494,027. 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; COSP120 YSCP is a good example.

The second section of the report is the year-to-date profit and loss (P&L) statement through July 31, 2025 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 July is \$431,629 representing 25% of budgeted income with 8.3% of the fiscal year complete. Of note, Suite B at Mission Plaza has been leased by a retail cannabis tenant who successfully finished in the Top 3 applicants for an operator's permit and conditional use permit (CUP). Once these are issued, six months of free rent begins. The suite is not anticipated to start earning income until 2026 and timing is entirely in the City and the tenant's hands, which may create a larger-than-anticipated 47200 deficit. It is an excellent tenant and use for the plaza and offered the best terms of all submitted proposals with the fastest cost recovery time; however, the City's process is new and multi-phased, which may further push back when rent begins.

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 \$102,832 or 5.8% of the annual budget.

Monthly non-cash depreciation of \$3,739 (year-to-date \$37,393) 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 July 2025

San Pablo Economic Development Corporation
Balance Sheet
As of July 31, 2025

	<u>Jul 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · SPEDC Checking Account	1,318,178.22
10005 · Money Market ...1115	2,179,977.80
10015 · TCU Checking /Savings Account	248.45
10100 · Petty Cash	100.00
Total Checking/Savings	<u>3,498,504.47</u>
Accounts Receivable	
11000 · Accounts Receivable	945,541.58
Total Accounts Receivable	<u>945,541.58</u>
Total Current Assets	<u>4,444,046.05</u>
Fixed Assets	
14100 · Buildings - Operating	1,540,000.00
14200 · Accumulated Depreciation	(325,321.79)
Total Fixed Assets	<u>1,214,678.21</u>
Other Assets	
18600 · Other Assets	240.00
Total Other Assets	<u>240.00</u>
TOTAL ASSETS	<u><u>5,658,964.26</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	6,317.45
Total Accounts Payable	<u>6,317.45</u>
Credit Cards	
20500 · SPEDC Credit Card	2,275.71
Total Credit Cards	<u>2,275.71</u>
Other Current Liabilities	
24000 · Payroll Liabilities	285.90
25800 · Unearned or Deferred Revenue	836,458.33
25820 · Security Deposit	19,600.00
Total Other Current Liabilities	<u>856,344.23</u>
Total Current Liabilities	<u>864,937.39</u>
Long Term Liabilities	
27100 · Notes, Mortgages, and Leases	1,300,000.00
Total Long Term Liabilities	<u>1,300,000.00</u>
Total Liabilities	<u>2,164,937.39</u>
Equity	
32000 · Unallocated Net Assets	401,186.13
32100 · Operations Net Assets	2,728,984.91
32500 · Meas S Net assets	38,798.08
Net Income	<u>325,057.75</u>
Total Equity	<u>3,494,026.87</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,658,964.26</u></u>

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July 2025

	Total Operations			
	Jul 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support	500.00	16,000.00	(15,500.00)	3.1%
44400 · Government Contracts	46,875.00	562,500.00	(515,625.00)	8.3%
44500 · Government Grants				
45000 · Investments		84,150.00	(84,150.00)	
46400 · Other Types of Income		27,000.00	(27,000.00)	
47200 · Program Income	9,023.58	194,000.00	(184,976.42)	4.7%
Total Income	<u>56,398.58</u>	<u>883,650.00</u>	<u>(827,251.42)</u>	<u>6.4%</u>
Gross Profit	56,398.58	883,650.00	(827,251.42)	6.4%
Expense				
60300 · Awards and Grants				
60900 · Business Expenses	1,388.68	6,250.00	(4,861.32)	22.2%
62100 · Contract Services	1,808.00	53,675.00	(51,867.00)	3.4%
62800 · Facilities and Equipment		4,000.00	(4,000.00)	
65000 · Operations	5,704.65	140,900.00	(135,195.35)	4.0%
65100 · Other Types of Insurance	12,217.80	42,995.00	(30,777.20)	28.4%
66000 · Payroll Expenses	33,693.86	528,841.00	(495,147.14)	6.4%
66500 · Benefits	6,702.56	93,100.00	(86,397.44)	7.2%
68300 · Travel and Meetings	1,707.35	8,901.00	(7,193.65)	19.2%
69000 · Operational Contingency		5,000.00	(5,000.00)	
69010 · Bank Service Charges	5.49			
Total Expense	<u>63,228.39</u>	<u>883,662.00</u>	<u>(820,433.61)</u>	<u>7.2%</u>
Net Ordinary Income	(6,829.81)	(12.00)	(6,817.81)	56,915.1%
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization	3,739.33			
Total Other Expense	<u>3,739.33</u>			
Net Other Income	(3,739.33)			
Net Income	<u><u>(10,569.14)</u></u>	<u><u>(12.00)</u></u>	<u><u>(10,557.14)</u></u>	<u><u>88,076.2%</u></u>

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July 2025

	Measure S			
	Jul 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support				
44400 · Government Contracts				
44500 · Government Grants	29,166.67	350,000.00	(320,833.33)	8.33%
45000 · Investments				
46400 · Other Types of Income				
47200 · Program Income				
Total Income	<u>29,166.67</u>	<u>350,000.00</u>	<u>(320,833.33)</u>	<u>8.33%</u>
Gross Profit	<u>29,166.67</u>	<u>350,000.00</u>	<u>(320,833.33)</u>	<u>8.33%</u>
Expense				
60300 · Awards and Grants		7,500.00	(7,500.00)	
60900 · Business Expenses	87.00	2,950.00	(2,863.00)	2.95%
62100 · Contract Services	2,320.00	142,075.00	(139,755.00)	1.63%
62800 · Facilities and Equipment				
65000 · Operations	331.21	28,100.00	(27,768.79)	1.18%
65100 · Other Types of Insurance				
66000 · Payroll Expenses	9,970.10	152,275.00	(142,304.90)	6.55%
66500 · Benefits	6,685.68	68,550.00	(61,864.32)	9.75%
68300 · Travel and Meetings				
69000 · Operational Contingency				
69010 · Bank Service Charges				
Total Expense	<u>19,393.99</u>	<u>401,450.00</u>	<u>(382,056.01)</u>	<u>4.83%</u>
Net Ordinary Income	<u>9,772.68</u>	<u>(51,450.00)</u>	<u>61,222.68</u>	<u>(19.0%)</u>
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization				
Total Other Expense				
Net Other Income				
Net Income	<u><u>9,772.68</u></u>	<u><u>(51,450.00)</u></u>	<u><u>61,222.68</u></u>	<u><u>(19.0%)</u></u>

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July 2025

	Total Grants			
	Jul 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support	80,924.65	124,981.00	(44,056.35)	64.7%
44400 · Government Contracts	265,139.19	369,063.00	(103,923.81)	71.8%
44500 · Government Grants				
45000 · Investments				
46400 · Other Types of Income				
47200 · Program Income				
Total Income	<u>346,063.84</u>	<u>494,044.00</u>	<u>(147,980.16)</u>	<u>70.0%</u>
Gross Profit	<u>346,063.84</u>	<u>494,044.00</u>	<u>(147,980.16)</u>	<u>70.0%</u>
Expense				
60300 · Awards and Grants				
60900 · Business Expenses	2,264.87	9,180.00	(6,915.13)	24.7%
62100 · Contract Services		235,499.00	(235,499.00)	
62800 · Facilities and Equipment				
65000 · Operations		14,339.00	(14,339.00)	
65100 · Other Types of Insurance				
66000 · Payroll Expenses	14,193.49	187,468.00	(173,274.51)	7.6%
66500 · Benefits	3,751.27	47,558.00	(43,806.73)	7.9%
68300 · Travel and Meetings				
69000 · Operational Contingency				
69010 · Bank Service Charges				
Total Expense	<u>20,209.63</u>	<u>494,044.00</u>	<u>(473,834.37)</u>	<u>4.1%</u>
Net Ordinary Income	<u>325,854.21</u>		<u>325,854.21</u>	<u>100.0%</u>
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization				
Total Other Expense				
Net Other Income				
Net Income	<u><u>325,854.21</u></u>		<u><u>325,854.21</u></u>	<u><u>100.0%</u></u>

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July 2025

	TOTAL			
	Jul 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support	81,424.65	140,981.00	(59,556.35)	57.76%
44400 · Government Contracts	312,014.19	931,563.00	(619,548.81)	33.49%
44500 · Government Grants	29,166.67	350,000.00	(320,833.33)	8.33%
45000 · Investments		84,150.00	(84,150.00)	
46400 · Other Types of Income		27,000.00	(27,000.00)	
47200 · Program Income	9,023.58	194,000.00	(184,976.42)	4.65%
Total Income	<u>431,629.09</u>	<u>1,727,694.00</u>	<u>(1,296,064.91)</u>	<u>24.98%</u>
Gross Profit	431,629.09	1,727,694.00	(1,296,064.91)	24.98%
Expense				
60300 · Awards and Grants		7,500.00	(7,500.00)	
60900 · Business Expenses	3,740.55	18,380.00	(14,639.45)	20.35%
62100 · Contract Services	4,128.00	431,249.00	(427,121.00)	0.96%
62800 · Facilities and Equipment		4,000.00	(4,000.00)	
65000 · Operations	6,035.86	183,339.00	(177,303.14)	3.29%
65100 · Other Types of Insurance	12,217.80	42,995.00	(30,777.20)	28.42%
66000 · Payroll Expenses	57,857.45	868,584.00	(810,726.55)	6.66%
66500 · Benefits	17,139.51	209,208.00	(192,068.49)	8.19%
68300 · Travel and Meetings	1,707.35	8,901.00	(7,193.65)	19.18%
69000 · Operational Contingency		5,000.00	(5,000.00)	
69010 · Bank Service Charges	5.49		5.49	100.0%
Total Expense	<u>102,832.01</u>	<u>1,779,156.00</u>	<u>(1,676,323.99)</u>	<u>5.78%</u>
Net Ordinary Income	328,797.08	(51,462.00)	380,259.08	(638.91%)
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization	3,739.33		3,739.33	100.0%
Total Other Expense	<u>3,739.33</u>		<u>3,739.33</u>	<u>100.0%</u>
Net Other Income	<u>(3,739.33)</u>		<u>(3,739.33)</u>	<u>100.0%</u>
Net Income	<u><u>325,057.75</u></u>	<u><u>(51,462.00)</u></u>	<u><u>376,519.75</u></u>	<u><u>(631.65%)</u></u>

SAN PABLO EDC BOARD REPORT



DATE: September 17, 2025

TO: San Pablo EDC Board

FROM: Leslay Choy, Executive Director

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SUBJECT: PRESENTATION AND DISCUSSION OF LOCAL ECONOMIC DEVELOPMENT UPDATES BY CITY OF SAN PABLO ECONOMIC DEVELOPMENT AND HOUSING MANAGER, KIERON SLAUGHTER

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Receive presentation and engage in dialogue

BACKGROUND

Following the well-received introduction of the City of San Pablo's (City) Economic Development and Housing Manager, Kieron Slaughter, on February 28, 2025 at its regular meeting, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) invited Mr. Slaughter to continue collaborating with Executive Director Leslay Choy to regularly update the Board and engage in dialogue about regional and local economic development. It is timely to host this energetic discussion.

The Board may recall that Mr. Slaughter came from the City of Berkeley and has family in the Richmond/San Pablo area. He leads all housing programs, as well as oversees any Housing Successor Agency (HSA) assets, and major economic development sites in the City.

Mr. Slaughter will update the Board on several projects and changes under way impacting the economic landscape in the City and the region.

The Board is asked to receive his presentation and actively participate in discussion.

FISCAL IMPACT

There is no fiscal impact.

Attachments

None.


SAN PABLO EDC BOARD REPORT



DATE: September 17, 2025

TO: San Pablo EDC Board

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FROM: Leslay Choy, Executive Director 

SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING CONTINUED SUPPORT OF THE SAN PABLO FORWARD SCHOLARSHIP AT THE CONTRA COSTA COLLEGE FOUNDATION AND RATIFY FISCAL YEAR 2025-26 BUDGET EXPENSE OF \$5,000

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

Goal 3. Serve as the economic development partner with an equity perspective to the City of San Pablo and regional partner agencies to develop initiatives that expand economic opportunity.

The San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) understands the longstanding, multi-faceted relationship between San Pablo EDC and the Contra Costa Community College District (4CD) and Contra Costa College (“CCC” or “College”). Together, our organizations address equitable responses to youth investment, adult education relevant to career advancement, and the diverse pathway that serves those seeking to meaningfully engage in the economy through progressive-wage careers. Further, San Pablo EDC partners with the College to provide childcare and other wrap-around services to improve student stability, and therefore success rates.

A decade ago, San Pablo EDC and the City of San Pablo (City) began working with the Contra Costa College Foundation (CCCCF) to establish a San Pablo Forward scholarship. This scholarship varies in amount according to the funding available and number of successful applicants. It tends to range from \$500 to \$1,000. This year, the proposal is for 10 \$1,000 scholarships for graduates who live within the jurisdictional boundaries of the City of San Pablo, have at least a 2.5 GPA, and either have completed their two-year degree and are transferring to a four-year school, or are close to completing their associate’s degree and need funding for additional semesters.

Every year, following awards, the College Foundation shares a thank-you card with San Pablo EDC, so that the Board may hear first-hand how the scholarships help our residents.

San Pablo residents are supported in their studies at CCC. They are co-enrolled in EDC grants, WIOA and the California College Promise Grant and the California Promise programs. They may also be awardees of the San Pablo Scholarship Program administered by San Pablo EDC, as the majority of scholars elect to go to CCC. As scholars meet engagement milestones, they receive a range of supports based on equity considerations. The San Pablo Forward Scholarship helps continue those supports, lifting the level of educational attainment in San Pablo, which has historically been one of the lowest in the county.

On June 25, 2025, the Board passed the Fiscal Year 2025-26 budget in which \$5,000 was provided for the purpose of funding program year 2025-26 San Pablo Forward Scholarships. The City Council is anticipated to discuss \$5,000 in funding at the October 2025 meeting. So, pending board and council

action, there would be \$10,000 available for San Pablo Forward scholars.

The Board is asked to authorize continued support of the San Pablo Forward Scholarship at the Contra Costa College Foundation and ratify fiscal year 2025-26 budget expense of \$5,000.

FISCAL IMPACT

Fiscal impact would be \$5,000 to 60310 Charitable Sponsorships class Measure S.

Attachments

1. Scholarship Agreement Form for 2025-26 (Draft)

RESOLUTION SPEDC2025-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING CONTINUED SUPPORT OF THE SAN PABLO FORWARD SCHOLARSHIP AT THE CONTRA COSTA COLLEGE FOUNDATION AND RATIFY FISCAL YEAR 2025-26 BUDGET EXPENSE OF \$5,000

WHEREAS, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) affirms the longstanding relationship between San Pablo EDC and the Contra Costa Community College District (4CD) and Contra Costa College (“CCC” or “College”) to collaboratively address equitable responses to youth investment, adult education relevant to career advancement, and the diverse pathway that serves those seeking to meaningfully engage in the economy through progressive-wage careers; and

WHEREAS, a decade ago, San Pablo EDC and the City of San Pablo (City) began working with the Contra Costa College Foundation (CCCF) to establish the San Pablo Forward Scholarship for CCC graduates who live within the jurisdictional boundaries of the City of San Pablo and meet scholarship criteria; and

WHEREAS, the San Pablo Forward Scholarship helps continue a range of support services and lifts the level of educational attainment in San Pablo; and

WHEREAS, on June 25, 2024, the Board passed the Fiscal Year 2025-26 budget in which \$5,000 was provided for the purpose of funding program year 2025-26 San Pablo Forward Scholarships; the City will take action in October regarding \$5,000 in funding, which pending board and council action, would make \$10,000 available for ten \$1,000 scholarships; and

WHEREAS, fiscal impact would be \$5,000 to 60310 Charitable Sponsorships class Measure S.

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

- 1) Authorize continued support of the San Pablo Forward Scholarship at the Contra Costa College Foundation and ratify fiscal year 2025-26 budget expense of \$5,000.

ADOPTED this 17th day of September, 2025, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair



CONTRA COSTA COLLEGE FOUNDATION

Endowed Scholarship Agreement Form

Please complete this form to establish a new endowed scholarship with the Contra Costa College (CCC) Foundation. **A signed Agreement Form and a minimum contribution of \$25,000 is required to establish and maintain an endowed scholarship.** Endowment accounts have a permanently, invested corpus from which interest is earned, and only the interest can be released to meet the purposes outlined in this form. Any additional cash contributions received after the inception of the fund will be added to the permanently restricted, interest-earning corpus unless noted otherwise as a short-term gift, to be used to fulfill the original purpose of the fund.

Donor/Scholarship Information

Donor Name(s): _____

Full Address: _____

Email Address: _____ Phone: _____

Name of Scholarship: _____

Number of Students Awarded Annually (number of recipients each year): _____

Scholarship Award Amount (amount each recipient will receive): \$ _____

Scholarship Criteria

Answer the questions below to indicate the criteria that students must meet in order to be considered for this scholarship. Please note that CCC and the CCC Foundation follow Title VI of the Civil Rights Act, therefore do not discriminate on the basis of race, color, gender, and national origin. **Skip any question that does not apply.**

Academic Major Required: _____

Student Status (check all that apply): ☐ Incoming Freshman ☐ Continuing Student ☐ Transferring Student

Enrollment Status: ☐ Full-time (12+ units) ☐ Half-time (6+ units) ☐ Less than half-time (under 6 units)

Educational Status (check all that apply):

☐ First-generation (first in their family to attend college)

☐ Re-entry (did not attend college directly after high school)

Minimum GPA Required: _____

Is Financial Need Required or Preferred? ☐ No ☐ Yes, required ☐ Yes, preferred

Is School Involvement Required or Preferred (e.g., school clubs, athletics, student government, etc.)?

☐ No ☐ Yes, required ☐ Yes, preferred

Is Community Service Required or Preferred (e.g., volunteerism, activism, etc.)?

☐ No ☐ Yes, required ☐ Yes, preferred

In the space below, briefly describe any other criteria not already indicated above. You may also use this space to provide a description of the scholarship donor, memorial, etc.:

Donor Certification

By signing below, I, the scholarship donor/custodian, understand all of the following:

- A signed Endowed Scholarship Establishment Form and a minimum contribution and fund balance of \$25,000 is required to establish and maintain an endowed scholarship account.
- Scholarship donation checks should be made payable to the Contra Costa College Foundation noting the name of the scholarship in the memo section of the check. Checks can be mailed to CCCF, 2600 Mission Bell Drive SAB 218, San Pablo, CA 94806. Online donations can be made securely at: <https://tinyurl.com/donate-to-cccf-now> (pick Other and then list the name of scholarship).

Donor/Custodian Name (please print)

Donor/Custodian Signature

Date

Foundation Director Signature

Date

Timing of Scholarship Application Cycle and Selection Process

By October 31	New scholarships must be established and funds received
November 1	CCC Foundation Scholarship Application opens
Around February 18	CCC Foundation Scholarship Application deadline
March	Scholarship applications are reviewed and scored by the Scholarship Review Committee
April	Each selected applicant is notified of their scholarship selection
May	Donors learn of student recipients and have chance to connect with students
August	Scholarship funds are disbursed to student recipients after verifying that all scholarship criteria are met and the student is enrolled

For more information, please contact Sara Marcellino, CCC Foundation Executive Director, at smarcellino@contracosta.edu or 510-215-3805. CCC Foundation's Tax ID is 94-6135368. A one-time 4% sustainability fee will be assessed on all restricted donations to help provide ongoing support so that the CCC Foundation can continue to support more students.

SAN PABLO EDC BOARD REPORT



DATE: September 17, 2025

TO: San Pablo EDC Board

[Back to Agenda](#)

FROM: Leslay Choy, Executive Director

SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF FISCAL YEAR 2025-26 MEMORANDUM OF UNDERSTANDING WITH CONTRA COSTA TRUCKING DRIVING SCHOOL LLC FOR COMMERCIAL DRIVER'S LICENSE TRAINING SERVICES

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

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

Before the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is a fiscal year 2025-26 memorandum of understanding (MOU) with Contra Costa Trucking Driving School LLC in Richmond for to provide commercial driver's license training to San Pablo residents and Workforce Innovation and Opportunity Act (WIOA) participants.

In September 2024, the Board approved an MOU with CDL Instructor Trucking LLC (CDL) in Hayward, which added bilingual Spanish/English Class A training. Training completion and Class A license achievement rate are 100%.

This MOU is structured similarly to the ones with Michael's Transportation Services Truck Driving Academy (MTS) in Vallejo and CDL. One of staff's challenges has been to accommodate Spanish-speaking participants at MTS or any other qualified training provider. CDL has helped San Pablo EDC eliminate this barrier to equitable economic opportunity for aspiring Class A drivers. Now, Contra Costa Truck Driving School provides the option of doing that in Richmond, which is ideal for our San Pablo residents. Contra Costa Truck Driving provides both Class A and Class B commercial driver's license training.

ANALYSIS

Over the past couple of years, San Pablo EDC and its Contra Costa Workforce Collaborative (CCWC) partners have been frustrated but the increasingly limited Class A and B training providers Eligible Training Panel List (ETPL), none of whom provide instruction in Spanish in Contra Costa County.

The owner of Contra Costa Truck Driving School LLC has worked with CDL for several years to assist with all aspects of training commercial drivers. Class A and B licenses remain in high demand and offer an opportunity to exit unbenefitted, low paying jobs and start a progressive-wage, fully benefitted career with choice of schedule. EDC workforce staff have a productive and responsive relationship with Contra Costa Truck Driving School and would like to have the option of referring West County residents, especially those who are English Language Learners, to this training provider.

The Workforce Development Board of Contra Costa has indicated they will work with San Pablo EDC and

the trainer to get Contra Costa Truck Driving School on the ETPL.

Total possible Measure S reimbursement to the training partner is up to \$5,000 per resident. The balance of the enrollment and related fees will either be subsumed by WIOA, another grant or the enrollee's own funding. Payment milestones are as follows:

- 50% after first two weeks of attendance
- 40% after passing the California DMV Class-A 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.

All Measure S job training MOUs are funded under expense account 62160 Job Training class Measure S. There are no guarantees of funded slots, as client demand is addressed on a first-come, first-serve basis. The MOU specifies that funding for each resident may only be approved by San Pablo EDC staff, ensuring a well-managed Measure S budget that allows staff to leverage WIOA and other grant funds.

The Board is asked to authorize execution of the fiscal year 2025-26 memorandum of understanding with Contra Costa Trucking Driving School LLC for Commercial Driver's License Training Services.

FISCAL IMPACT

Fiscal impact from the FY25-26 Measure S budget expense account 62160 Job Training & Employment Support Services will depend on the number of residents enrolled.

Attachments

1. Contra Costa Trucking Driving School LLC FY25-26 MOU

RESOLUTION SPEDC2025-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF FISCAL YEAR 2025-26 MEMORANDUM OF UNDERSTANDING WITH CONTRA COSTA TRUCKING DRIVING SCHOOL LLC FOR COMMERCIAL DRIVER'S LICENSE TRAINING SERVICES

WHEREAS, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) has reviewed the fiscal year 2025-26 memorandum of understanding (MOU) with Contra Costa Trucking Driving School LLC in Richmond for to provide commercial driver's license training in English and Spanish to San Pablo residents and Workforce Innovation and Opportunity Act (WIOA) participants; and

WHEREAS, in September 2024, the Board approved an MOU with CDL Instructor Trucking LLC (CDL) in Hayward, which added bilingual Spanish/English Class A training. Training completion and Class A license achievement rate are 100%; and

WHEREAS, Class A and B licenses remain in high demand and offer an opportunity to exit unbenefited, low paying jobs and start a progressive-wage, fully benefitted career; and

WHEREAS, total possible Measure S reimbursement to the training partner is up to \$5,000 per resident; the balance of the enrollment and related fees will either be subsumed by WIOA, another grant or the enrollee's own funding; and

WHEREAS, there are no guarantees of funded slots, and funding for each resident may only be approved by San Pablo EDC staff, ensuring a well-managed Measure S budget that allows staff to leverage WIOA and other grant funds; and

WHEREAS, fiscal impact from the FY25-26 Measure S budget expense account 62160 Job Training & Employment Support Services will depend on the number of residents enrolled, but in no event will exceed the ratified budget.

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

- 1) Authorize execution of fiscal year 2025-26 memorandum of understanding with Contra Costa Trucking Driving School LLC for Commercial Driver's License Training Services.

ADOPTED this 17th day of September, 2025, 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

September 17, 2025



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 \$5,000 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.