

**Grant Funding Agreement Between the County of Yolo  
and Yolo County Office of Education**

**Board Directed Projects Grant Agreement**

This Grant Funding Agreement (“the Agreement”) is made as of September 23, 2025 (“EFFECTIVE DATE”), between the County of Yolo, hereinafter referred to as “COUNTY,” and the **Yolo County Office of Education**, hereinafter referred to as “GRANTEE”.

**TERMS AND CONDITIONS**

1. Grant Award. The COUNTY hereby agrees to provide financial assistance to GRANTEE in an amount not to exceed \$100,000 for the purposes and during the Project Period set forth in Section 2 of this Agreement. Funding shall be provided on a reimbursement basis as provided in Exhibit A, attached hereto and incorporated by reference.

2. GRANTEE Obligations.

A. GRANTEE agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to facilitate GRANTEE’s Transformational Change Partnership (“Project”). The Project will bring together leaders across Yolo County together to form four (4) Workgroups – which form a Transformational Change Partnership (TCP) Cohort – to develop a plan to address identified countywide needs identified in the Roadmap to the Future Needs Assessment.

B. GRANTEE agrees that all funds provided by the COUNTY under this Agreement will be held by the GRANTEE and applied solely toward costs incurred performing the Project. To that end, the funds will be specifically earmarked and reserved for Project and will not be made available or used for other GRANTEE functions or general agency purposes. COUNTY has determined that the funding provided by this Agreement will provide a public benefit through completion of the Project described in Exhibit A, and any other use of said funding is prohibited.

3. Status of GRANTEE. In the performance of this Agreement, GRANTEE and GRANTEE's contractors, subcontractors, and other vendors shall act in an independent capacity and not as officers, employees or agents of the COUNTY. GRANTEE is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. GRANTEE shall not represent itself as an agent of the COUNTY for any purpose and has no authority to bind the COUNTY in any manner whatsoever.

4. Records. GRANTEE shall keep, and provide to COUNTY or its agents, upon request, accurate financial records (including invoices and published price lists on which this Agreement was based) necessary to enable COUNTY to review GRANTEE's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purposes described in Section 1, above. GRANTEE shall maintain all such records for at least three years after the full completion of the work performed with funding provided pursuant to this Agreement.

5. Reporting. The submittal and approval of quarterly reports and a Project completion report to the COUNTY are required for the successful completion of this Agreement. Reports shall meet generally accepted professional standards for technical reporting. If requested, GRANTEE shall promptly provide any additional information deemed necessary by the COUNTY for the approval of reports.

A. *Quarterly Reports.* GRANTEE's quarterly reports should provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this the Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the COUNTY no later than three months after the EFFECTIVE DATE of the Agreement with future reports then due on successive three-month increments based on the COUNTY's fiscal year quarterly calendar.

B. *Project Completion Report.* GRANTEE shall prepare and submit to COUNTY a Project Completion Report for the Project, along with a completed Performance Measures report in the form attached hereto as Exhibit B. GRANTEE shall submit the Project Completion and Performance Measures Reports within sixty (60) calendar days of Project completion or by March 1, 2026, whichever is earlier. The Project Completion Report shall include, in part, a description of actual work done and any changes or amendments to the Project.

C. *TCP Final Report.* Upon completion of the entire TCP cohort, GRANTEE shall prepare and submit to COUNTY a Final Report or provide an oral or written presentation to the Board of Supervisors to share progress of the Transformation Change Partnership.

6. General Terms and Conditions.

A. As between COUNTY and GRANTEE, GRANTEE is solely responsible for full and timely compliance with all local, state, and federal laws and regulations pertaining to completion of the Project. COUNTY's sole obligation under this Agreement is to provide funding to GRANTEE in the amount, time, and manner specified herein.

B. If for any reason the governing board of GRANTEE later determines that the GRANTEE is financially unable to proceed, or otherwise elects not to proceed, with the Project described in Exhibit A, the GRANTEE will refund to the COUNTY all funding provided under this Agreement.

C. GRANTEE agrees to indemnify, defend, protect, hold harmless, and release COUNTY, its governing body, agents, officers, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including attorney's fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of GRANTEE in the performance of the Project described in Exhibit A. GRANTEE shall further defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the prevailing wage laws.

D. GRANTEE certifies that it will comply with all legal requirements relating to nondiscrimination based on color, race, creed, national origin (including limited English proficiency), religion, sex (including sexual orientation and gender identity), age, or physical or mental disability in accordance with all applicable federal, State and County laws and regulations and any administrative directives established by the Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, such prohibited discrimination includes but is not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different

time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

E. No party to this Agreement shall assign or transfer any interest nor perform any duties or obligations, without the prior written consent of the other party, and any attempt by a party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

F. The waiver by either party or any of its officers, agents or employees, or the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

G. The persons executing this Agreement on behalf of the parties affirmatively represent that each has the requisite legal authority to enter this Agreement on behalf of their respective party, and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective party understand that both parties are relying on these representations in entering into this Agreement.

H. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

I. This Agreement may only be amended in writing executed by COUNTY and GRANTEE.

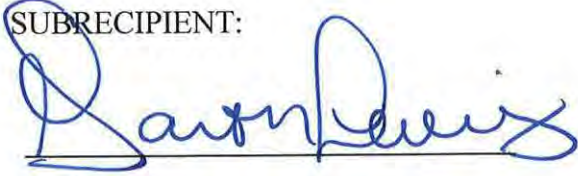
J. This Agreement shall be construed under and in accordance with the laws of the State of California. The construction and interpretation of this Agreement shall be governed by the laws of California with venue residing in Yolo County, except to the extent an issue may be governed by federal law.

K. This Agreement constitutes the entire agreement between the parties with respect to funding contributions and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Signatures on following page.]

This Agreement is hereby executed by the parties as of the EFFECTIVE DATE.

SUBRECIPIENT:



Garth Lewis  
Superintendent of Schools  
Yolo County Office of Education

COUNTY:

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Tonia Murphy  
Manager of Procurement

Attest: Julie Dachtler, Senior Deputy  
Yolo County Board of Supervisors

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Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel



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Kimberly Hood, Chief Asst. County Counsel

## EXHIBIT A

### PAYMENT PROVISIONS

**1. Compensation; Project Period**

a. GRANTEE shall be reimbursed for all direct and indirect expenses incurred between the Agreement's EFFECTIVE DATE and March 1, 2026, in performing the Transformational Change Partnership, subject to the maximum funding amount of \$100,000. Estimated costs include the following:

<b>Line Item</b>	<b>Budget Amount</b>
<i>Funding of the Cohort Preparation, Onboarding and Launch of the Transformational Change Partnership with the University of Pacific, McGeorge School of Law</i>	\$90,090.09
Total Direct Cost	\$90,090.09
Indirect (10%)	\$9,090.91
<b>TOTAL</b>	<b>\$100,000.00</b>

**2. Method of Payment**

- a) GRANTEE shall submit a quarterly invoice within 30 days of the close of each fiscal quarter to the Funding Department (Department of Finance and County Administrators Office). The first invoice will cover the period September– November 30, 2025. The invoice must be accompanied with documentation that Itemize the amount and cost of salaries and benefits, goods and services to be reimbursed under this MOU.
- b) Within 30 days of the receipt of GRANTEE's detailed invoice, the COUNTY shall either authorize payment or advise GRANTEE in writing of any concerns that it has with the invoice and any need for further documentation.
- c) Upon receipt of an approved invoice, the Department of Financial Services will process the invoice or advise the parties in writing of any concerns any need for further documentation.
- d) Invoice for payment shall be submitted to the Funding Department in an electronic format and include any required supporting documentation. The invoice shall be submitted to:

Tom Haynes  
[Tom.haynes@yolocounty.gov](mailto:Tom.haynes@yolocounty.gov)

Berenice Espitia  
[Berenice.espitia@yolocounty.gov](mailto:Berenice.espitia@yolocounty.gov)

**EXHIBIT B – Performance Measures  
Transformational Change Partnership**

<b>Program/Project Lead &amp; Contact Information (phone, email address)</b>				
Maria Arvizu-Espinoza, (530) 668-3770, maria.arvizu-espinoza@ycoe.org				
<b>Program/Project Purpose Statement</b>				
As part of the Roadmap to the Future initiative, the Yolo County Office of Education (YCOE) is partnering with the University of the Pacific, McGeorge School of Law, to launch the Transformational Change Partnership (TCP). This innovative cohort-based program uses a structured learning and capacity-building framework to convene leaders across Yolo County in developing a coordinated plan to address the needs identified in the Roadmap to the Future Needs Assessment. Through learning sessions and tailored coaching, the nine-month TCP program will support four workgroups (forming a “Cohort”) in building capacity for outcomes-focused problem solving, linking incremental system changes to broader, long-term strategies that support children, youth, and families.				
<b>Performance Measures Framework</b>	<b>Outcome Measure</b>	<b>Data Collection Method</b>	<b>Data Tracking Frequency</b>	<b>Outcome Link to Narrative</b>
How much did we do?	1.1: Identify and recruit members to the identified workgroups participating in the TCP Cohort.	Roster of TCP Cohort Membership	October 31, 2025	To form the TCP Cohort, YCOE will work with UOP-McGeorge School of Law to identify members of the four workgroups (“Cohort”) to officially launch in fall 2025. Onboarding allows members to build relationships, understand program goals, and begin collaboration through shared learning.
	1.2: Development of a final calendar for the cohort with key milestones, session dates and curriculum topics	Cohort Learning Calendar	October 31, 2025	
	1.3: Conduct an in-person onboarding and launch session for TCP Cohort	Agenda and Attendee Sign-In for TCP Launch and Orientation	December 31, 2025	
How well did we do it?	2.1: Number of members who participate in onboarding and launch session	Count of attendees who participated in launch session	January 31, 2026	Through surveys, YCOE can measure the quality and effectiveness of the TCP program to ensure members feel prepared and are

	2.2: Attendee feedback on onboarding and launch of TCP cohort	Feedback survey to all attendees at the end of TCP launch	January 31, 2026	supported. Having sufficient University staff supports a responsive, high-quality experience.
	2.3: Number of University Staffing Identified to Support TCP Cohort	Initial University Staffing List (with Roles and Responsibilities)	January 31, 2026	
Is anyone better off?	3.1: Initiation of workplan for Each Workshop	Four (4) Workgroup Workplans that are responsive to the community needs identified in the Roadmap Needs Assessment and will improve outcomes and reduce disparities experienced by children, youth, and families in Yolo County.	February 28, 2026	Workgroup members are prepared to engage in meaningful systems change work to address issues and challenges in Yolo County.
	3.2: Clear Understanding of TCP Structure and Readiness to Participate in Systems Change	Pre/Post Surveys Measuring Workgroup Members Understanding of TCP Goals and Structure	February 28, 2026	
	3.3: Number of TCP Facilitated and Coaching Sessions Scheduled	Number of TCP Cohort Sessions Scheduled	February 28, 2026	

## EXHIBIT C

### Insurance Requirements

#### 1. INSURANCE

- a. During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements:
  - i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
    1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
    2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
    3. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
    4. Professional Liability (Errors and Omissions) (If applicable, see below) ii. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:
      1. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
      2. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
      3. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
      4. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
  - iii. Other Insurance Provisions
    1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to

liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

2. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
  4. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- iv. The limits of Insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
  - v. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Contract and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
  - vi. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.
  - vii. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

- viii. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  - ix. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
  - x. For any claims relating to this Contract, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
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- b. Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Contract. 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 by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
  - c. During the term of this Contract, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
  - d. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

- e. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.