



# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## AGENDA

### Joint REGULAR Meeting

Wednesday, June 9, 2021 \* 6:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California  
This meeting will be conducted in accordance with Governor Newsom's Executive Order N-29-20 related to the COVID-19 virus.

#### MEETING LOCATION WILL NOT BE OPEN TO THE PUBLIC

Due to the Executive Order to stay home, in person participation at City Council meetings will not be allowed at this time. In accordance with the Executive Order to stay home, there will be no members of the public in attendance at Council Meetings. Alternatives to in-person attendance for viewing and participating in City Council meetings are being provided under provided below.

#### AGENDA MATERIALS

A full City Council agenda packet including relative supporting documentation is posted online [www.cityofsolanabeach.org](http://www.cityofsolanabeach.org) Closed Session Agendas are posted at least 72 hours prior to regular meetings and at least 24 hours prior to special meetings.

#### WATCH THE MEETING

- Live web-streaming: Meetings web-stream live on the City's website on the City's [Public Meetings](#) webpage. Find the large Live Meeting button.
- Live Broadcast on Local Govt. Channel: Meetings are broadcast live on Cox Communications - Channel 19 / Spectrum (Time Warner)-Channel 24 / AT&T U-verse Channel 99.
- Archived videos online: The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

#### PUBLIC COMMENTS

- Written correspondence (supplemental items) regarding an agenda item at an open session meeting should be submitted to the City Clerk's Office at [clerkoffice@cosb.org](mailto:clerkoffice@cosb.org) with a) Subject line to include the meeting date b) Include the Agenda Item # as listed on the Agenda.
- Correspondence received after the official posting of the agenda, but before 3:00 p.m. (or 3 hrs. prior to the meeting start time) on the meeting day, will be distributed to Council and made available online along with the agenda posting. All submittals received before the start of the meeting will be made part of the record.
- Written submittals will be added to the record and not read out loud.
- The designated location for viewing supplemental documents is on the City's website [www.cityofsolanabeach.org](http://www.cityofsolanabeach.org) on the posted Agenda under the relative Agenda Item.

OR

Verbal comment participation: If you wish to provide a live verbal comment during the meeting, attend the virtual meeting via your computer or call in.

#### Before Meeting

- Sign up (register) to speak at the virtual meeting for the Zoom webinar as early as possible and at least 3 hours prior to the start of the meeting so that Staff can manage the speaker list.
  - Public Participation Link: [https://cosb-org.zoom.us/webinar/register/WN\\_lfo\\_8KK8R6Gkxue9ilyXdw](https://cosb-org.zoom.us/webinar/register/WN_lfo_8KK8R6Gkxue9ilyXdw)
  - Follow the prompts to enter your name and email address and identify the item you are speaking on.
- Join the meeting by locating your confirmation email, that was sent immediately following registration, which will provide your log-in link.
- Join/Log-In to the meeting at least 15 minutes prior to the start time so that the City Clerk can verify you are ready to speak before the meeting begins.
- If your computer does not have a mic to speak or you have sound issues, you can use the call-in audio information (Zoom ID, Participant ID) from a landline or cell phone to join the meeting for the audio accessibility.
- If you call in as well for better audio, mute your computer's speakers to eliminate feedback so that you do not have two audios competing when you are speaking.

#### During Meeting:

- Choose Gallery View to see the presentations, when applicable.

- o Participants will be called upon from those who have Registered and their name is identified by the City Clerk calling from the registration list. You will be called on by name and unmuted by the meeting organizer and then you may provide comments for the allotted time. Allotted speaker times are listed under each [Agenda](#) section.

**SPECIAL ASSISTANCE NEEDED - AMERICAN DISABILITIES ACT TITLE 2**

In compliance with the Americans with Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Section 202. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's office (858) 720-2400 [clerkoffice@cosb.org](mailto:clerkoffice@cosb.org) at least 72 hours prior to the meeting.

<b>CITY COUNCILMEMBERS</b>			
<b>Lesa Heebner, Mayor</b>			
<b>Kristi Becker</b> Deputy Mayor	<b>Kelly Harless</b> Councilmember	<b>David A. Zito</b> Councilmember District 1	<b>Jewel Edson</b> Councilmember District 3
Gregory Wade <b>City Manager</b>	Johanna Canlas <b>City Attorney</b>	Angela Ivey <b>City Clerk</b>	

**SPEAKERS:**

See Public Participation on the first page of the Agenda for publication participation options.

**READING OF ORDINANCES AND RESOLUTIONS:**

Pursuant to [Solana Beach Municipal Code](#) Section 2.04.460, at the time of introduction or adoption of an ordinance or adoption of a resolution, the same shall not be read in full unless after the reading of the title, further reading is requested by a member of the Council. If any Councilmember so requests, the ordinance or resolution shall be read in full. In the absence of such a request, this section shall constitute a waiver by the council of such reading.

**CALL TO ORDER AND ROLL CALL:**

**CLOSED SESSION REPORT:**

**FLAG SALUTE:**

**PROCLAMATIONS/CERTIFICATES:** *Ceremonial*

*None at the posting of this agenda*

**PRESENTATIONS:** Ceremonial items that do not contain in-depth discussion and no action/direction.

*None at the posting of this agenda*

**APPROVAL OF AGENDA:**

**ORAL COMMUNICATIONS:**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by having submitted written comments for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda.



Comments relating to items on this evening's agenda are taken at the time the items are heard. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

### **COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

*An opportunity for City Council to make brief announcements or report on their activities. These items are not agendaized for official City business with no action or substantive discussion.*

### **A. CONSENT CALENDAR: (Action Items) (A.1. - A.12.)**

**Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.**

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

#### **A.1. Minutes of the City Council.**

Recommendation: That the City Council

1. Approve the Minutes of City Council meetings held April 28, 2021 and May 12, 2021.

#### **[Item A.1. Report \(click here\)](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

#### **A.2. Register Of Demands. (File 0300-30)**

Recommendation: That the City Council

1. Ratify the list of demands for May 8, 2021 – May 21, 2021.

#### **[Item A.2. Report \(click here\)](#)**

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#### **A.3. General Fund Budget Adjustments for Fiscal Year 2020/21. (File 0330-30)**

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2020-2021 General Fund Adopted Budget.

#### **[Item A.3. Report \(click here\)](#)**

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**A.4. Fiscal Year 2021/22 Municipal Improvement Districts Benefit (MID) Fees.**  
(File 0495-20)

Recommendation: That the City Council

1. Approve **Resolution 2021-069**, setting the Benefit Charges for MID No. 9C, Santa Fe Hills, at \$232.10 per unit for FY 2021/22.
2. Approve **Resolution 2021-070**, setting the Benefit Charges for MID No. 9E, Isla Verde, at \$68.74 per unit for FY 2021/22.
3. Approve **Resolution 2021-071**, setting the Benefit Charges for MID No. 9H, San Elijo Hills # 2, at \$289.58 per unit for FY 2021/22.
4. Approve **Resolution 2021-072**, setting the Benefit Charges for MID No. 33, Highway 101/Railroad Right-of-Way, at \$3.12 per unit for FY 2021/22.

[Item A.4. Report \(click here\)](#)

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**A.5. Fiscal Year 2021/22 Fire Benefit Fee.** (File 0390-23)

Recommendation: That the City Council

1. Adopt **Resolution 2021-073**:
  - a. Setting the FY 2021/22 Fire Benefit Fee at \$10.00 per unit, and
  - b. Approving the Fee for levying on the tax roll.

[Item A.5. Report \(click here\)](#)

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**A.6. WageWorks/HealthEquity Amendment.** (File 0520-30)

Recommendation: That the City Council

1. Adopt **Resolution 2021-084** approving and authorizing the City Manager to execute the temporary amendment with WageWorks/HealthEquity in order to comply with options available under The Consolidated Appropriations Act, 2021 for Flexible Spending Accounts.

[Item A.6. Report \(click here\)](#)

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**A.7. City Hall and Fire Station Water Damage Repair Project.** (File 0700-25)

Recommendation: That the City Council

1. Adopt **Resolution 2021-077**:
  - a. Accepting as complete the City Hall and Fire Station Water Damage Repair Project, Bid 2020-02, constructed by War Rhino, Inc.
  - b. Authorizing the City Clerk to file a Notice of Completion.

[Item A.7. Report \(click here\)](#)

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**A.8. Glenmont Underground Utility District Seed Money & Boundary Revision.**  
(File 1010-90)

Recommendation: That the City Council

1. Adopt **Resolution 2021-068** approving the additional payment of an amount not to exceed \$25,000 from the City's share of CPUC Rule 20A funds in seed money to cover the design costs for the preparation of preliminary plans and preliminary cost estimate by SDG&E for the revised district boundary that would add properties along a portion of Marview Drive and all of Ford Avenue to the Glenmont Avenue Underground Utility District.

[Item A.8. Report \(click here\)](#)

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**A.9. Streetlight Maintenance and Repairs.** (File 0820-60)

Recommendation: That the City Council

1. Adopt **Resolution 2021-067**:
  - a. Authorizing the City Manager to execute an agreement with Siemens Mobility, Inc. for FY 2021/22 for streetlight maintenance and repairs services, at an amount not to exceed \$65,800.
  - b. Authorizing the City Manager to extend the agreement for four additional one-year terms, at the City's option, at an amount not to exceed the budgeted amount for each year.

[Item A.9. Report \(click here\)](#)

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**A.10. Solana Energy Alliance (SEA) Decertification.** (File 1010-45)

Recommendation: That the City Council

1. Adopt **Resolution 2021-085** decertifying Solana Energy Alliance as a community choice aggregator.

[Item A.10. Report \(click here\)](#)

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**A.11. Community Development Professional Services.** (File 0600-05)

Recommendation: That the City Council

1. Adopt **Resolution 2021-078** authorizing the City Manager to execute Professional Services Agreements with Data Ticket, Summit Environmental, Telecom Law Firm and Warwick Consulting Group.

[Item A.11. Report \(click here\)](#)

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## **A.12. Building and Safety Plan Review and Inspection Services.** (File 0800-20)

Recommendation: That the City Council

1. Adopt **Resolution 2021-079** authorizing the City Manager to execute a Professional Services Agreement with EsGil at the fixed rate of 55% of the building plan review and permit fees for one (1) year with four (4) additional one (1) year optional extensions at the City Manager's discretion.

### [Item A.12. Report \(click here\)](#)

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## **B. PUBLIC HEARINGS: (B.1.)**

**Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.**

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An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each.

After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record.

### **B.1. Public Hearing: 512, 516, 524, 538 S. Nardo Ave., Applicant: Ocean Ranch Estates, LLC, Case: MOD20-003.** (File 0600-40)

The proposed project meets the minimum objective requirements under the SBMC, is consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings to approve a modification to the approved DRP and SUB/TPM. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, Close the Public Hearing.
2. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2021-054** conditionally approving a modification to the DRP and SUB/TPM to relocate the proposed 8-inch sewer line into a newly proposed easement and add roadside infiltration swales along Bell Ranch Road and an infiltration basin in front of Lot 2 during phase one of the project on property at 512 through 538 South Nardo Avenue, Solana Beach.

### [Item B.1. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

## **C. STAFF REPORTS: (C.1.)**

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### **C.1. Fiscal Year (FY) 2021/22 Community Grant Program Requests.** (File 0330-25)

Recommendation: That the City Council

1. Receive the Staff Report, Community Grant applications and consider the presentations from the grant applicants. This item will come back to the City Council at the June 23, 2021 City Council Meeting for Council's grant allocations.

#### **[Item C.1. Report \(click here\)](#)**

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## **WORK PLAN COMMENTS:**

*Adopted June 12, 2019*

## **COMPENSATION & REIMBURSEMENT DISCLOSURE:**

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

## **COUNCIL COMMITTEE REPORTS: [Council Committees](#)**

### **REGIONAL COMMITTEES: (outside agencies, appointed by this Council)**

- a. City Selection Committee (meets twice a year) Primary-Heebner, Alternate-Edson
- b. Clean Energy Alliance (CEA) JPA: Primary-Becker, Alternate-Zito
- c. County Service Area 17: Primary- Harless, Alternate-Edson
- d. Escondido Creek Watershed Authority: Becker /Staff (no alternate).
- e. League of Ca. Cities' San Diego County Executive Committee: Primary-Becker, Alternate-Harless. Subcommittees determined by its members.
- f. League of Ca. Cities' Local Legislative Committee: Primary-Harless, Alternate-Becker
- g. League of Ca. Cities' Coastal Cities Issues Group (CCIG): Primary-Becker, Alternate-Harless
- h. North County Dispatch JPA: Primary-Harless, Alternate-Becker
- i. North County Transit District: Primary-Edson, Alternate-Harless
- j. Regional Solid Waste Association (RSWA): Primary-Harless, Alternate-Zito
- k. SANDAG: Primary-Heebner, 1<sup>st</sup> Alternate-Zito, 2<sup>nd</sup> Alternate-Edson. Subcommittees determined by its members.
- l. SANDAG Shoreline Preservation Committee: Primary-Becker, Alternate-Zito
- m. San Dieguito River Valley JPA: Primary-Harless, Alternate-Becker
- n. San Elijo JPA: Primary-Zito, Primary-Becker, Alternate-City Manager
- o. 22<sup>nd</sup> Agricultural District Association Community Relations Committee: Primary-Edson, Primary-Heebner

**STANDING COMMITTEES: (All Primary Members) (Permanent Committees)**

- a. Business Liaison Committee – Zito, Edson.
- b. Fire Dept. Management Governance & Organizational Evaluation – Harless, Edson
- c. Highway 101 / Cedros Ave. Development Committee – Edson, Heebner
- d. Parks and Recreation Committee – Zito, Harless
- e. Public Arts Committee – Edson, Heebner
- f. School Relations Committee – Becker, Harless
- g. Solana Beach-Del Mar Relations Committee – Heebner, Edson

**CITIZEN COMMISSION(S)**

- a. Climate Action Commission: Primary-Zito, Alternate-Becker

**ADJOURN:**

**Next Regularly Scheduled Meeting is June 23, 2021**

*Always refer the City's website Event Calendar for Special Meetings or an updated schedule.*

*Or Contact City Hall 858-720-2400*

[www.cityofsolanabeach.org](http://www.cityofsolanabeach.org)

**AFFIDAVIT OF POSTING**

STATE OF CALIFORNIA }  
 COUNTY OF SAN DIEGO } §  
 CITY OF SOLANA BEACH }

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the June 9, 2021 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on June 2, 2021 at 5:15 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., June 9, 2021, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk \* City of Solana Beach, CA

**CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:**

*Regularly Scheduled, or Special Meetings that have been announced, are posted on each Citizen Commission's Agenda webpage. See the [Citizen Commission's Agenda webpages](#) or the City's Events [Calendar](#) for updates.*

- **Budget & Finance Commission**
- **Climate Action Commission**
- **Parks & Recreation Commission**
- **Public Arts Commission**
- **View Assessment Commission**





# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY,  
PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## MINUTES

Joint – Closed Session

Wednesday, April 28, 2021 ♦ 5:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California

This meeting will be conducted in accordance with Governor Newsom’s

Executive Order N-29-20 related to the COVID-19 virus.

### CITY COUNCILMEMBERS

**Lesa Heebner, Mayor**

**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
**City Manager**

Johanna Canlas  
**City Attorney**

Angela Ivey  
**City Clerk**

### CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 5:00 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also Present: Gregory Wade, City Manager  
Johanna Canlas, City Attorney

### PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):

#### CLOSED SESSION:

1. **CONFERENCE WITH LABOR NEGOTIATORS** Pursuant to Government Code Section 54957.6 Agency designated representative: Gregory Wade  
Employee organizations: Miscellaneous Employees, Marine Safety Unit, and Unrepresented Employees.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to Government Code Section 54956.9(d)(1)  
- Coronado, Imperial Beach, Lemon Grove & Solana Beach v. SANDAG, et al  
(Case No. 37-2020-00033974-CU-MC-CTL)
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Pursuant to Government Code Section 54956.9(d)(2) - Two (2) Potential case(s).  
Pursuant to Government Code Section 54956.9(e)(3) - Claim: RISK.20-21-05  
Cameron Oxberry

**No reportable action.**

### ADJOURN:

Mayor Heebner adjourned the meeting at 5:50 p.m.

Angela Ivey, City Clerk

Approved: \_\_\_\_\_

**AGENDA ITEM A.1.**



# CITY OF SOLANA BEACH

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## MINUTES

### Joint REGULAR Meeting

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**Minutes contain a summary of significant discussions and formal actions taken at a City Council meeting.**

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#### CITY COUNCILMEMBERS

**Lesa Heebner, Mayor**

**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
City Manager

Johanna Canlas  
City Attorney

Angela Ivey  
City Clerk

#### **SPEAKERS:**

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#### **CALL TO ORDER AND ROLL CALL:**

Mayor Heebner called the meeting to order at 6:04 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also: Greg Wade, City Manager

Present: Johanna Canlas, City Attorney

Angela Ivey, City Clerk

Dan King, Assistant City Manager

Mo Sammak, City Engineer/Public Works Dir.

Ryan Smith, Finance Dir.

Joseph Lim, Community Development Dir.

**CLOSED SESSION REPORT: None**

#### **FLAG SALUTE:**

**PRESENTATIONS:** Ceremonial items that do not contain in-depth discussion and no action/direction. Congressman Mike Levin spoke about the American Rescue Plan, vaccinations, loss of

loved ones, jobs, businesses and more, serving on the Veterans Affairs Committee regarding the unemployment and rapid retraining program, funding for all cities including small cities, direct funding for schools to reduce class sizes, modifying spaces, ventilation, and personal protection equipment. He spoke about the American Jobs Plan and comprehensive recovery legislation based on infrastructure development, clean energy innovation and jobs growth, and his recent support for an Agricultural Affairs Rescue Act affecting the Del Mar Fairgrounds, which had layoffs due to financial loss.

#### **APPROVAL OF AGENDA:**

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

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Jim Hiraoka spoke about Council and the Planning department review of the policies around solar and the permitting process, that they are ambiguous and contradictory, that the 346 Glenmont project went through the View Assessment Commission Development Review Permit (DRP) and Structure Development Permit (SDP) process when the applicants stated that solar panels were not part of the project, that since then a massive solar array had been erected at the project, that the Planning department stated that solar permits were not subject to the discretionary review of the DRP and SDP, that it did not make sense that Solana Beach residents had no effective way to comment on solar panels, that the View Assessment Commission process applies to "construction that is or adds to an existing structure that would be over 16 ft.in height" and required for "commercial construction for additions of 500 sq. ft. or more, or an increase to the building envelope," that a solar panel or modular array that exceeds the maximum building height is not considered a small residential rooftop solar system, and requesting that the City review these inconsistencies that has provided for solar or another structure additions not being displayed on discretionary plans.

Jill Cooper spoke about Bike Walk Solana's Self-Guided Scavenger Hunt event that encourages Solana Beach residents to think outside the car which takes place in the month of May, and that a score card can be completed and submitted to be entered into a raffle for a grand prize of an e-bike donated by San Diego Electric Bike.

#### **COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

*An opportunity for City Council to make brief announcements or report on their activities. These items are not agendized for official City business with no action or substantive discussion.*

#### **A. CONSENT CALENDAR: (Action Items) (A.1. - A.4.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

#### **A.1. Register Of Demands.** (File 0300-30)

Recommendation: That the City Council

1. Ratify the list of demands for March 27, 2021 – April 09, 2021.

#### [Item A.1. Report \(click here\)](#)

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Harless to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.2. General Fund Budget Adjustments for Fiscal Year 2020/21.** (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2020-2021 General Fund Adopted Budget.

#### [Item A.2. Report \(click here\)](#)

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Harless to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.3. Citywide Street Sweeping Services.** (File 0820-35)

Recommendation: That the City Council

1. Adopt **Resolution 2021-047**
  - a. Authorizing the City Manager to execute a Professional Services Agreement with CleanStreet, LLC for Citywide Street Sweeping Services for FY 2021/22 for a not-to-exceed amount of \$50,000.
  - b. Authorizing the City Manager, at his sole discretion, to extend the Professional Service Agreement with CleanStreet for up to four additional one-year terms, with an annual 1% escalator clause for year 2 and a 2% escalator clause for years 3 through 5.

#### [Item A.3. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Harless to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.4. Solid Waste Rate Review Prop 218 Notification.** (File 1030-15)

Recommendation: That the City Council

1. Adopt **Resolution 2021-053** setting the Solid Waste Rate Review Public Hearing protest vote for June 23, 2021.

[Item A.4. Report \(click here\)](#)

[Item A.4. Updated Report # 1 \(added 4-27-21 at 5pm\)](#)

[Item A.4. Updated Report #2 \(added 4-28-21 at 10:40am\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Harless to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **B. PUBLIC HEARINGS: (B.1. – B.3.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each.

After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record.

#### **B.1. Public Hearing: 112 S. Cedros Ave., Applicant: Local Roots Kombucha, Case: CUP 20-001.** (File 0600-40)

The proposed project meets the minimum objective requirements under the SBMC, is consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a CUP. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2021-048** conditionally approving a CUP for the project to allow for alcohol sales for on- and off-site consumption and a shared parking agreement at 112 South Cedros Avenue.

[Item B.1. Report \(click here\)](#)

[Item B.1. Updated Report #1 \(added 4-28-21 at 9:00am\)](#)

[Item B.1. Supplemental Docs \(upd. 4-28-21 at 9:40am\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Greg Wade, City Manager, introduced the item.

Joe Lim, Community Development Dir., presented a PowerPoint (on file).

Mayor Heebner opened the public hearing.

Council disclosures.

Gary Cohen, Applicant's architect, presented a PowerPoint (on file) and reviewed the project including layout, materials, parking.

Council, Mr. Cohen, and Ryan White, Applicants, discussed the project, working hours, parking, and that their production facility was located in Vista.

Jo Carmichael, Applicant, continued the PowerPoint (on file) and discussed their discovery of kombucha, their organic, plant-based, tea-based product, the kombucha market, renderings of the store front.

Jeff Kohn, Epic Investment, said that he owns the building, that the lease goes to 2027, and that the Beal operation does not work during off hours but are out showing homes, and that he held the space for about a year to accommodate this business.

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to close the public hearing. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

Council and Applicants discussed the parking study, the blue folder submittals in support of the business, and the use of recyclable aluminum cans.

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve Staff recommendation. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**B.2. Public Hearing: 330 S. Cedros Ave., Applicant: Brad Wise, Trust Restaurant Group, Case: MOD21-001.** (File 0600-40)

The proposed project meets the minimum objective requirements under the SBMC, is consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings to approve a modification to the approved DRP, CUP, SDP and MEC. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council disclosures, Receive Public Testimony, Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines.
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2021-050** conditionally approving a modification to the approved DRP, SDP, CUP, MEC and CSP for a mixed use development at 330 S. Cedros Avenue, Solana Beach.



[Item B.2. Report \(click here\)](#)

[Item B.2. Updated Report #1 \(added 4-27-21\)](#)

[Item B.2. Supplemental Docs \(upd. 4-26-21 at 5:45pm\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Deputy Mayor Becker stated that she had property within 1,000 ft., but that she could remain impartial.

Greg Wade, City Manager, introduced the item.

Corey Andrews, Principal Planner, presented a PowerPoint (on file).

Mayor Heebner opened the public hearing.

Council disclosures.

Nuwan Ranasinghe, Architect, GTC, stated that this was specifically related to the awning that was not providing enough shading, that they were proposing a large simple structure of fabric on top to provide shade for patrons, and requested the exception since they are 10 ft. set back and the structure would protrude 5 ft. into the set back.

Brad Wise, Applicant, partner of Trust Group and the chef said that they were familiar with outdoor eating establishments since they have several others and were respectful to the neighbors, and that they were sensitive to the aesthetics of the area.

Council and Applicant discussed that drop down walls would not be used in the summer but possible during the winter months, that amplified music was not allowed under their ABC license and that their atmosphere was ambient music, the original approval shared parking because their peak hours were at lunch time, whether to consider a corrugated metal awning to keep with the area's aesthetics or stay with the proposed fabric, and the operating days of the week and maybe the weekends.

**Motion:** Moved by Councilmember Zito and second by Councilmember Edson to close the public hearing. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

Council discussed the awning, rolling walls for weather, consider adding a bike rack nearby so they would not use the restaurants posts, consider requiring the corrugated awnings since it is an industrial looking building, and that the metal awning might be louder if it were raining.

**Motion:** Moved by Councilmember Harless and second by Deputy Mayor Becker to re-open the public hearing. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

Council and Applicants discussed that the applicant currently had a corrugated awning ½ of this size and the rain and wind sounds like a drum, that the metal heats up in the sun and affects the patrons below, and the wear and tear of the ocean nearby requires

more upkeep.

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Edson to close the public hearing. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve Staff recommendation. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

Mayor Heebner recessed the meeting for a break at 7:47 p.m. and reconvened at 7:51 p.m.

**B.3. Public Hearing: 330 S. Cedros Ave., Applicant: RAF Pacifica Group, Sotheby's, Case: MOD21-002.** (File 0600-40)

The proposed project meets the minimum objective requirements under the SBMC, is consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings to approve a modification to the approved DRP, CUP, SDP and MEC. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines.
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2021-051** conditionally approving a modification to the approved DRP, SDP, CUP, MEC and CSP for a mixed-use development at 330 S. Cedros Avenue, Solana Beach.

[Item B.3. Report \(click here\)](#)

[Item B.3. Updated Report # 1 \(added 4-27-21\)](#)

[Item B.3. Supplemental Docs \(upd. 4-28-21 at 2:30pm\)](#)

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Greg Wade, City Manager, introduced the item and that the application was a consideration to change the use from the approved use of retail to an office use.

Deputy Mayor Becker stated disclosure within 1,000 ft of the property but can make an unbiased decision.

Corey Andrews, Principal Planner, presented a PowerPoint (on file) reviewing the proposal for a modification to the site from the original 2016 project approval to allow a retail tenant space to be converted to office space for the use as a real estate gallery or real estate office.

Mayor Heebner opened the public hearing.

Council disclosures.

Tiffany English, Applicant, presented a PowerPoint (on file), and said that Pacific Sotheby's currently has an office space on the second floor northwest corner of the building above the restaurant, and that this space would be utilized for their global gallery and would not be a traditional office space, that it would have a concierge atmosphere with a community focus and a retail environment, and that it would not have homes posted in the windows or real estate transaction meetings, a full gallery space in the front with a global gallery specialist, coffee bar and conference room, and that they have had a similar space approved in La Jolla.

Ryan Secrist, Applicant, continued the PowerPoint (on file) and spoke about reorganizing the model of the Sotheby's International Realty, their partnership with an auction house that would feature local arts, bringing in a New York concept to Solana Beach, that the space was meant to greet the public, that many owners in Solana Beach have 2<sup>nd</sup> homes elsewhere, that no flyers or private offices for agents would be in this space, and that the model would fit in with Cedros Design District.

Council and Applicants discussed that the items displayed in the gallery may be diamonds, watches, digital auctions, other retail items purchased online, their own wine and champagne for sale, that they intended to partner with local businesses to showcase them a week or month, bring in local artists who could sell their art, that the PowerPoint labeled as open office instead of a retail space, that they were told that they could not label office space as retail to comply with the City's Municipal Code, that a conference room was a meeting space, that the function of an agent meeting with a customer would be upstairs in the office and not in this retail space, that it would act as a storefront to value the art and approve to sale, auction online and showcase it at this space, they have a vast database of Solana Beach residents and surrounding businesses, the intent to be an interactive experience, that there would be no sales tax except retail estate or property tax, and that the public submittals were in opposition to the modification.

Ryan Secrist, Applicant, said that the challenge is the community thinks of real estate as stacked paper and messy offices with flyers in the window with multiple agents and that this is a change in the model with their partnership with the auction house and that it is a retail experience for customers rather than an agents' office.

**Motion:** Moved by Councilmember Harless and second by Deputy Mayor Becker to close the public hearing. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

Council discussed that the concept was not clear how this space would be retail space rather than real estate office even though there are options to purchase auction items, that it was a great company but this concept was not clear enough to make the findings, that it was a creative idea, that the City does not have enough retail space, the local business owners made good points, interesting concept, whether it would add to pedestrian activity, that the modification findings had to meet relationship with adjacent land uses which were all retail, that it has to ensure compatibility and be complimentary with the existing development, that an office in this space would cause a gap in the retail, that retail owners in the area did not support this business concept and expressed significant objection, the space being specifically designed and

approved as retail, that it was important to maintain the unique walkable retail area, and that the Special Commercial Zone required that this area be preserved and perpetuate a unique pedestrian oriented commercial center with specialty retail shops and residential lofts.

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to deny the project modification request. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

### **C. STAFF REPORTS: (C.1. – C.2.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

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#### **C.1. COVID TUP (Temporary Use Permit) Policy Extension.** (File 0230-20)

Recommendation: That the City Council

1. Consider approval of **Resolution 2021-049** authorizing extension of the Temporary Use Permit Policy until a specified date or until the emergency public health order limiting indoor dining and social distancing requirements is lifted.

[Item C.1. Report \(click here\)](#)

[Item C.1. Supplemental Docs \(upd. 4-28-21 at 2:00pm\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Greg Wade, City Manager, introduced the item.

Joe Lim, Community Development Dir., presented a PowerPoint (on file)

Tom Van Betten, General partner of Saddle Bar, said that on behalf of Pill Box, Station Sushi, Tea's Café, Crust, Red Tracton's, Pamplémousse and Solana Beach Chamber of Commerce, as well as others, they request the extension of the Temporary Use Permit allowing for outdoor dining patios, that a major realization during COVID was that local bars and restaurants are amenities to the community, the expense of running these venues and many businesses had folded, that they want to ensure better operations for customers, and invest in more professional, sturdy, and safe outdoor structures, that the downside of parking had become less of an issue with rideshare, electric bikes and walking, and that it appeared that people were willing to forgo convenience rather than see another leave sign in their neighborhood.

Larna Hartnack said that since COVID her family had safely visited outdoor dining, enjoyed the sunshine and the local food, that restaurants had complied with requirements, that Solana Beach restaurants deserve this outdoor space to make up for the last year of loss, and that she wanted to help keep local restaurants and other business that make Solana Beach a live and vibrant place.

Johanna Canlas, City Attorney, said that the temporary nature of the TUP is because

of the public health order and the existing emergency and that if Council wanted to pilot a program outside of the emergency order which may end June 15<sup>th</sup>, then Staff would need to come back with some alternate plans.

Council and Staff discussed favor for supporting the extension of the TUP which has been a benefit to businesses, that future consideration would need to be evaluated in depth as parking issues affect surrounding neighborhoods, outdoor dining was festive and draws in customers to other local businesses, and to look into something more permanent to allow for more outdoor seating.

**Motion:** Moved by Councilmember Zito and second by Councilmember Edson to approve the TUP extension. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**C.2. Citizen Commission Vacancies: Public Arts Commission and Parks & Recreation Commission Appointments.** (File 0120-06)

Recommendation: That the City Council

1. Consider the application(s) submitted and make an appointment to the vacancy on the Public Arts Commission and the Parks & Recreation Commission with terms until January 2022.

[Item C.2. Report \(click here\)](#)

[Item C.2. Updated Report #1 \(added 4-28-21 at 1:40pm\)](#)

[Item C.2. Supplemental Docs \(upd 4-28-21 at 2:00pm\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Council discussed the deadline and additional vacancy and to continue the item to the May 12<sup>th</sup> Council meeting. Council reached consensus to postpone the item to the May 12<sup>th</sup> Council meeting.

**WORK PLAN COMMENTS:**

*Adopted June 12, 2019*

**COMPENSATION & REIMBURSEMENT DISCLOSURE:**

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

**COUNCIL COMMITTEE REPORTS:** [Council Committees](#)

**REGIONAL COMMITTEES: (outside agencies, appointed by this Council)**

**STANDING COMMITTEES: (All Primary Members) (Permanent Committees)**

**CITIZEN COMMISSION(S)**

**ADJOURN:**

Mayor Heebner adjourned the meeting at 9:13 p.m.

Angela Ivey, City Clerk

Council approved: \_\_\_\_\_



# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY,  
PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## MINUTES

Joint – Closed Session

Wednesday, May 12, 2021 ♦ 5:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California

This meeting will be conducted in accordance with Governor Newsom’s

Executive Order N-29-20 related to the COVID-19 virus.

### CITY COUNCILMEMBERS

**Lesa Heebner, Mayor**

**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
City Manager

Johanna Canlas  
City Attorney

Angela Ivey  
City Clerk

### CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 5:00 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also Present: Gregory Wade, City Manager  
Johanna Canlas, City Attorney

### PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):

*Report to Council Chambers and submit speaker slips to the City Clerk before the meeting recesses to closed session.*

### CLOSED SESSION:

#### 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) - Two (2) Potential case(s).

Pursuant to Government Code Section 54956.9(e)(3) - Claim: RISK.20-21-05, Cameron Oxberry

#### 2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Gregory Wade

Employee organizations: Miscellaneous Employees, Marine Safety Unit, and Unrepresented Employees.

**No reportable action.**

### ADJOURN:

Mayor Heebner adjourned the meeting at 5:59 p.m.

Angela Ivey, City Clerk

Approved: \_\_\_\_\_





# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## MINUTES

Joint REGULAR Meeting

Wednesday, May 12, 2021 \* 6:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California

This meeting will be conducted in accordance with Governor Newsom's Executive Order N-29-20 related to the COVID-19 virus.

**Minutes contain a summary of significant discussions and formal actions taken at a City Council meeting.**

- City Council meetings are video recorded and archived as a permanent record. The video recording captures the complete proceedings of the meeting and is available for viewing on the City's website.
- Posted Reports & Supplemental Docs contain records up to the cut off time prior to meetings for processing new submittals. Complete records containing meeting handouts, PowerPoints, etc. can be obtained through a [Records Request](#).

### CITY COUNCILMEMBERS

**Lesa Heebner, Mayor**

**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
City Manager

Johanna Canlas  
City Attorney

Angela Ivey  
City Clerk

### CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:05 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also Greg Wade, City Manager

Present: Johanna Canlas, City Attorney

Angela Ivey, City Clerk

Dan King, Assistant City Manager

Mo Sammak, City Engineer/Public Works Dir.

Ryan Smith, Finance Dir.

Joseph Lim, Community Development Dir.

### CLOSED SESSION REPORT:

### FLAG SALUTE:

### PROCLAMATIONS/CERTIFICATES: *Ceremonial*

National Bike Month

### APPROVAL OF AGENDA:

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Harless to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**ORAL COMMUNICATIONS: None**

## **COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

*An opportunity for City Council to make brief announcements or report on their activities. These items are not agendaized for official City business with no action or substantive discussion.*

### **A. CONSENT CALENDAR: (Action Items) (A.1. - A.6.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion.

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Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

#### **A.1. Minutes of the City Council.**

Recommendation: That the City Council

1. Approve the Minutes of the March 24, 2021 and April 14, 2021 City Council Meetings.

Minutes [http://www.ci.solana-beach.ca.us/index.asp?SEC=F0F1200D-21C6-4A88-8AE1-0BC07C1A81A7&Type=B\\_BASIC](http://www.ci.solana-beach.ca.us/index.asp?SEC=F0F1200D-21C6-4A88-8AE1-0BC07C1A81A7&Type=B_BASIC)

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.2. Register Of Demands. (File 0300-30)**

Recommendation: That the City Council

1. Ratify the list of demands for April 10, 2021 – April 23, 2021.

[Item A.2. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.3. General Fund Budget Adjustments for Fiscal Year 2020/21. (File 0330-30)**

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2020-2021 General Fund Adopted Budget.

[Item A.3. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None.

Motion carried unanimously.

**A.4. City of Kindness Council Subcommittee.** (File 0160-80)

Recommendation: That the City Council

1. Consider adoption of **Resolution 2021-059** forming a temporary City of Kindness Council Subcommittee for the upcoming fiscal year and appointing Mayor Heebner and Councilmember Zito to the City of Kindness Council Subcommittee with the Subcommittee and appointments concluding on June 30, 2022.

[Item A.4. Report \(click here\)](#)

[Item A.4. Supplemental Docs \(upd. 5-12-21 at 3:25pm\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.5. Quarterly Investment Report.** (File 0350-44)

Recommendation: That the City Council

1. Accept and File the Cash and Investment Report for the quarter ended March 31, 2021.

[Item A.5. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.6. Resolution of Denial - 330 S. Cedros Ave., Applicant: RAF Pacifica Group, Case: MOD21-002** (File 0600-40)

Recommendation: That the City Council

1. Adopt **Resolution 2021-057** denying the request for a Modification to the approved Development Review Permit, Structure Development Permit, Conditional Use Permit, Minor Exception, and Comprehensive Sign Plan for the conversion of a commercial retail tenant space to a commercial office tenant space in the mixed-use project at 330 S. Cedros Avenue, Solana Beach.

[Item A.6. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None.

Motion carried unanimously.

## **B. PUBLIC HEARINGS: (None)**

## **C. STAFF REPORTS: (C.1. – C.3.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

### **C.1. Sewer Service Charges.** (File 1040-70)

Recommendation: That the City Council

1. Approve **Resolution 2021-060** to maintain sewer service charges at their current level for the next five fiscal years through FY 2025/26 and approve the Reserve Policy.

#### [Item C.1. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Greg Wade, City Manager, introduced the item.

Ryan Smith, Finance Director, presented a PowerPoint (on file).

Council and Staff discussed the capital reserve requirements under the new policy, how waiving rate increases may affect the overall forecasting for future Capital Improvement Projects (CIP) and projected negative cash flow, consider maintaining an annual 1% increase rather than larger increases at a later date to catch up, and to bring back an annual update and review for consideration of whether an increase is necessary.

**Motion:** Moved by Councilmember Zito and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

### **C.2. Website Redesign Services.** (File 0190-60)

Recommendation: That the City Council

1. Approve **Resolution 2021-055** authorizing the City Manager to sign an agreement with 360Civic for website redesign services for three years and authorizing extensions of the agreement for hosting and maintenance services for up to two additional years.

#### [Item C.2. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Greg Wade, City Manager, introduced the item.

Rimiga Viskanta, Sr. Management Analyst, presented a PowerPoint (on file).

Council and Ron Zayas, 360Civic, discussed using language translations with Google translate or professionally translated pages, the timeline to get the project completed would be approximately 4-6 months, they do not use design templates and design their own, and the annual cost is for hosting and development and a staging server, new functionalities and system upgrades, ADA changes, and security. Discussion continued regarding the 360Civic does not have offshore employees and only use their own employees, training and support were free for the life of the website, 24/7 emergency access, data privacy and security, search engine, and the company's municipal experience.

**Motion:** Moved by Councilmember Harless and second by Councilmember Edson to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

### **C.3. Citizen Commission Vacancies: Public Arts Commission and Parks & Recreation Commission Appointments.** (File 0120-06)

Recommendation: That the City Council

1. Consider the application(s) submitted and make an appointment to the vacancy on the Public Arts Commission with a term ending January 2022 and make two appointments to the vacancies on the Parks & Recreation Commission with terms until January 2022 and January 2023.

[Item C.3. Report \(click here\)](#)

[Item C.3. Updated Report #1 \(upd. 5-10-21 at 845am\)](#)

[Item C.3. Supplemental Docs \(upd. 5-10-21 at 845am\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Councilmember Harless to appoint Jeanie Grischy to the Public Arts Commission until 2023, James Lally to the Parks & Recreation Commission until 2023, and Jim Sagona to the Parks & Recreation Commission until 2022. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

### **WORK PLAN COMMENTS:**

*Adopted June 12, 2019*

### **COMPENSATION & REIMBURSEMENT DISCLOSURE:**

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

**COUNCIL COMMITTEE REPORTS:** [Council Committees](#)

**REGIONAL COMMITTEES: (outside agencies, appointed by this Council)**

**STANDING COMMITTEES: (All Primary Members) (*Permanent Committees*)**

**CITIZEN COMMISSION(S)**

**ADJOURN:**

Mayor Heebner adjourned the meeting at 7:20 p.m.

Angela Ivey, City Clerk

Council Approved: \_\_\_\_\_





# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** Register of Demands

## **BACKGROUND:**

Section 3.04.020 of the Solana Beach Municipal Code requires that the City Council ratify a register of demands which represents all financial demands made upon the City for the applicable period.

Register of Demands- 05/08/21 through 05/21/21

Check Register-Disbursement Fund (Attachment 1)		\$	403,728.17
Council Payroll	May 13, 2021		4,766.55
Federal & State Taxes	May 13, 2021		397.82
Net Payroll	May 14, 2021		219,574.42
Federal & State Taxes	May 14, 2021		62,152.33
PERS Retirement (EFT)	May 18, 2021		47,629.06

TOTAL		\$	<u>738,248.35</u>
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## **DISCUSSION:**

Staff certifies that the register of demands has been reviewed for accuracy, that funds are available to pay the above demands, and that the demands comply with the adopted budget.

## **CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

## **FISCAL IMPACT:**

The register of demands for May 8, 2021 through May 21, 2021 reflects total expenditures of \$738,248.35 from various City sources.

CITY COUNCIL ACTION: _____ _____
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**WORK PLAN:**

N/A

**OPTIONS:**

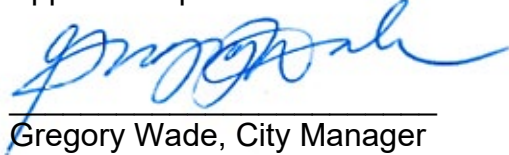
- Ratify the register of demands.
- Do not ratify and provide direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council ratify the above register of demands.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



\_\_\_\_\_

Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund

PENTAMATION  
 DATE: 05/24/2021  
 TIME: 08:43:02

CITY OF SOLANA BEACH, CA  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20210508 00:00:00.000' and '20210521 00:00:00.000'  
 ACCOUNTING PERIOD: 11/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	98990	05/13/21	3069	JOSHUA BLEA	00165006530	MILEAGE-04/25/21	0.00	28.00
1011	98991	05/13/21	2555	BOB HOFFMAN VIDEO PRODUC	00150005450	CEA MTNGS- 11/19/20	0.00	672.00
1011	98991	05/13/21	2555	BOB HOFFMAN VIDEO PRODUC	00150005450	CEA MTNG-02/18/21	0.00	672.00
1011	98991	05/13/21	2555	BOB HOFFMAN VIDEO PRODUC	00150005450	COUNCL MTG-10/14-12/9	0.00	4,200.00
1011	98991	05/13/21	2555	BOB HOFFMAN VIDEO PRODUC	00150005450	COUNCIL MTG-1/13-4/14	0.00	5,208.00
TOTAL CHECK							0.00	10,752.00
1011	98992	05/13/21	372	EMPLOYMENT DEVELOPMENT D	00150005400	SUI PPE 03/31/21	0.00	4,013.82
1011	98993	05/13/21	50	OFFICE DEPOT INC	00150005350	PAPER	0.00	67.23
1011	98993	05/13/21	50	OFFICE DEPOT INC	00150005350	SPONGES	0.00	4.08
TOTAL CHECK							0.00	71.31
1011	98994	05/13/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP19007/970 AVOCADO	0.00	450.00
1011	98994	05/13/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP20004/840 AVOCADO	0.00	600.00
1011	98994	05/13/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1714.29/661 S NARDO	0.00	1,200.00
1011	98994	05/13/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.34/652 STEVENS	0.00	250.00
1011	98994	05/13/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP20014/506 PACIFIC	0.00	300.00
1011	98994	05/13/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP21003/521 CANYON	0.00	300.00
1011	98994	05/13/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP20007/778 W SOLANA	0.00	300.00
TOTAL CHECK							0.00	3,400.00
1011	98995	05/13/21	5547	PRIMO INVESTIGATIONS	00150005400	BCKGRND CK-PARAMEDICS	0.00	1,500.00
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006530	011695000 0402-043021	0.00	124.95
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006550	011695000 0402-043021	0.00	73.39
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	50900007700	005506014 0402-043021	0.00	671.79
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006520	005506014 0402-043021	0.00	223.93
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506001 0302-043021	0.00	74.42
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506004 0302-043021	0.00	74.42
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506009 0302-043021	0.00	74.42
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	012448001 0302-043021	0.00	82.85
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506013 0302-043021	0.00	97.40
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005979001 0302-043021	0.00	103.54
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20875007580	005506003 0302-043021	0.00	129.56
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	012448000 0302-043021	0.00	130.83
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506007 0302-043021	0.00	136.20
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506010 0302-043021	0.00	141.05
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506006 0302-043021	0.00	147.89
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506000 0302-043021	0.00	227.17
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506005 0302-043021	0.00	233.43
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506011 0302-043021	0.00	296.12
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506002 0302-043021	0.00	300.97
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006570	005506008 0302-043021	0.00	364.02
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20375007510	005979000 0302-043021	0.00	520.60
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506012 0302-043021	0.00	1,513.47
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979017 0402-043021	0.00	59.55
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979018 0402-043021	0.00	93.48
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979021 0402-043021	0.00	266.20
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979019 0402-043021	0.00	297.06
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506018 0402-043021	0.00	345.37

PENTAMATION  
 DATE: 05/24/2021  
 TIME: 08:43:02

CITY OF SOLANA BEACH, CA  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20210508 00:00:00.000' and '20210521 00:00:00.000'  
 ACCOUNTING PERIOD: 11/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979024 0402-043021	0.00	352.91
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979015 0402-043021	0.00	466.01
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979023 0402-043021	0.00	503.71
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979025 0402-043021	0.00	635.66
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979016 0402-043021	0.00	760.07
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979020 0402-043021	0.00	805.31
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979014 0402-043021	0.00	846.78
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979026 0402-043021	0.00	880.71
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20475007520	005979022 0402-043021	0.00	918.41
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	00165006560	005506019 0402-043021	0.00	1,182.15
1011	98997	05/13/21	141	SANTA FE IRRIGATION DIST	20875007580	005506020 0402-043021	0.00	1,206.16
TOTAL CHECK							0.00	15,361.96
1011	98998	05/13/21	156	SHARP REES-STEALY MEDICA	00150005400	PRE-EMPLOYMENT SCREEN	0.00	1,587.00
1011	98999	05/13/21	5890	TYLER TECHNOLOGIES, INC.	13550005300	IMPLMNTN-NON-HR-APR	0.00	2,560.00
1011	98999	05/13/21	5890	TYLER TECHNOLOGIES, INC.	13550005200	50/50 WRK SPLT-APR	0.00	210.00
1011	98999	05/13/21	5890	TYLER TECHNOLOGIES, INC.	13550005300	50/50 WRK SPLT-APR	0.00	490.00
TOTAL CHECK							0.00	3,260.00
1011	99000	05/13/21	5952	WAR RHINO INC.	45994076510	9407.21 CH DFRD MNT	0.00	5,773.47
1011	99000	05/13/21	5952	WAR RHINO INC.	45993956510	9395.21 FS DFRD MNT	0.00	1,983.97
1011	99000	05/13/21	5952	WAR RHINO INC.	45994076510	9407.21 CH DFRD MNT RT	0.00	303.60
1011	99000	05/13/21	5952	WAR RHINO INC.	45993956510	9395.21 FS DFRD MNT RT	0.00	104.69
1011	99000	05/13/21	5952	WAR RHINO INC.	45994076510	9407.21 CH MNT CNTG	0.00	23,750.00
1011	99000	05/13/21	5952	WAR RHINO INC.	45993956510	9395.21 FS MNT CNTG	0.00	14,250.00
1011	99000	05/13/21	5952	WAR RHINO INC.	45994076510	9407.21 CH CNTG RTN	0.00	1,250.00
1011	99000	05/13/21	5952	WAR RHINO INC.	45993956510	9395.20 FS CNTG RTN	0.00	750.00
1011	99000	05/13/21	5952	WAR RHINO INC.	459	9407.21 CH CNTG RTN	0.00	-1,250.00
1011	99000	05/13/21	5952	WAR RHINO INC.	459	9395.20 FS CNTG RTN	0.00	-750.00
1011	99000	05/13/21	5952	WAR RHINO INC.	459	9407.21 CH DFRD MNT R	0.00	-303.60
1011	99000	05/13/21	5952	WAR RHINO INC.	459	9395.21 FS DFRD MNT R	0.00	-104.69
TOTAL CHECK							0.00	45,757.44
1011	99001	05/13/21	4844	WARWICK GROUP CONSULTANT	45099266190	9926.21 PROF SVC-APR	0.00	4,945.00
1011	99002	05/13/21	5594	WEX BANK	00160006120	CR EXEMPT TAX-OCT	0.00	-70.71
1011	99002	05/13/21	5594	WEX BANK	00160006120	AUTO FUEL-OCT	0.00	970.25
TOTAL CHECK							0.00	899.54
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00165006560	AUTO FUEL-03/08-04/07	0.00	63.93
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00170007110	AUTO FUEL-03/08-04/07	0.00	64.04
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00165006570	AUTO FUEL-03/08-04/07	0.00	106.56
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00165006510	AUTO FUEL-03/08-04/07	0.00	117.21
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	50900007700	AUTO FUEL-03/08-04/07	0.00	127.88
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00160006120	AUTO FUEL-03/08-04/07	0.00	287.57
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00160006140	AUTO FUEL-03/08-04/07	0.00	306.68
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00165006530	AUTO FUEL-03/08-04/07	0.00	309.03
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00165006520	AUTO FUEL-03/08-04/07	0.00	340.99
1011	99003	05/13/21	5916	WEX FLEET UNIVERSAL	00160006170	AUTO FUEL-03/08-04/07	0.00	696.17
TOTAL CHECK							0.00	2,420.06

PENTAMATION  
 DATE: 05/24/2021  
 TIME: 08:43:02

CITY OF SOLANA BEACH, CA  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20210508 00:00:00.000' and '20210521 00:00:00.000'  
 ACCOUNTING PERIOD: 11/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99004	05/13/21	2189	WILLDAN	67185008510	RVN BND BRBRA/GRNDS	0.00	750.00
1011	99004	05/13/21	2189	WILLDAN	67285008520	RVN BND PACIFIC	0.00	250.00
TOTAL CHECK							0.00	1,000.00
1011	99005	05/20/21	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-MAY	0.00	168.00
1011	99006	05/20/21	1135	AFFORDABLE PIPELINE SERV	50900007700	J-SEWER CLEANING	0.00	575.00
1011	99006	05/20/21	1135	AFFORDABLE PIPELINE SERV	50900007700	E-SEWER CLEAN-9,702	0.00	4,851.00
1011	99006	05/20/21	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,140.00
1011	99006	05/20/21	1135	AFFORDABLE PIPELINE SERV	00165006520	0-STORM DRAIN MAINT	0.00	2,580.00
TOTAL CHECK							0.00	9,146.00
1011	99007	05/20/21	2124	AMIGO CUSTOM SCREENPRINT	25560006180	JR GRD UNI-SHIRTS	0.00	4,628.94
1011	99008	05/20/21	4832	AT&T CALNET 3	00160006170	9391053651 2/25-3/24	0.00	232.00
1011	99008	05/20/21	4832	AT&T CALNET 3	00160006170	9391012281 2/25-3/24	0.00	68.77
1011	99008	05/20/21	4832	AT&T CALNET 3	00160006120	9391059865 4/01-4/30	0.00	398.80
1011	99008	05/20/21	4832	AT&T CALNET 3	00160006170	9391053651 3/25-4/24	0.00	234.42
1011	99008	05/20/21	4832	AT&T CALNET 3	00160006170	9391012281 3/25-4/24	0.00	70.15
1011	99008	05/20/21	4832	AT&T CALNET 3	00150005450	9391012278 2/24-3/23	0.00	3,521.99
1011	99008	05/20/21	4832	AT&T CALNET 3	00150005450	9391012282 2/24-3/23	0.00	22.25
1011	99008	05/20/21	4832	AT&T CALNET 3	00150005450	9391053641 2/24-3/23	0.00	166.16
1011	99008	05/20/21	4832	AT&T CALNET 3	00150005450	9391062899 2/24-3/23	0.00	166.16
TOTAL CHECK							0.00	4,880.70
1011	99009	05/20/21	1914	US BANK	00160006170	WINDOW HINGE	0.00	7.55
1011	99009	05/20/21	1914	US BANK	00160006120	SHIPPING-RTN PARTS	0.00	10.71
1011	99009	05/20/21	1914	US BANK	00150005450	CABLES	0.00	16.14
1011	99009	05/20/21	1914	US BANK	27060006170	GLUCOSE GEL	0.00	34.46
1011	99009	05/20/21	1914	US BANK	00150005450	USB HEADSET	0.00	75.40
1011	99009	05/20/21	1914	US BANK	00160006120	FITNESS STRAPS/COLLRS	0.00	91.07
1011	99009	05/20/21	1914	US BANK	00160006170	MICROWAVE	0.00	129.29
1011	99009	05/20/21	1914	US BANK	00150005450	CABLES/KEYBRD/MOUSE	0.00	138.28
1011	99009	05/20/21	1914	US BANK	13550005450	ZOOM SUB	0.00	140.00
1011	99009	05/20/21	1914	US BANK	13550005450	ADOBE SUB	0.00	200.53
1011	99009	05/20/21	1914	US BANK	00160006120	WEBBING/CARABINERS	0.00	683.47
TOTAL CHECK							0.00	1,526.90
1011	99010	05/20/21	688	CALIFORNIA COASTAL COALI	00160006190	MMBRSHP JAN21-DEC21	0.00	1,000.00
1011	99011	05/20/21	5307	CALIFORNIA COMMUNITY CHO	55000007750	FY21 CAL-CCA QTR-3	0.00	2,350.00
1011	99011	05/20/21	5307	CALIFORNIA COMMUNITY CHO	55000007750	FY21 CAL-CCA QTR-4	0.00	2,350.00
TOTAL CHECK							0.00	4,700.00
1011	99012	05/20/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	CLEANING SUPPLIES-APR	0.00	150.00
1011	99012	05/20/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	JANITORIAL SVC-APR	0.00	7,945.00
1011	99012	05/20/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	COVID-19 CLN-APR	0.00	3,519.00
1011	99012	05/20/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	JANITORIAL SVC-APR	0.00	155.00
TOTAL CHECK							0.00	11,769.00
1011	99013	05/20/21	3551	CITY NATIONAL BANK	31700007210	ABAG#11-022:12/01	0.00	4,890.90
1011	99013	05/20/21	3551	CITY NATIONAL BANK	32000007220	CHVRN#12-015:06/08	0.00	7,492.44

PENTAMATION  
 DATE: 05/24/2021  
 TIME: 08:43:02

CITY OF SOLANA BEACH, CA  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20210508 00:00:00.000' and '20210521 00:00:00.000'  
 ACCOUNTING PERIOD: 11/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99013	05/20/21	3551	CITY NATIONAL BANK	32000007220	CHVRN#12-015:06/08	0.00	27,694.57
TOTAL CHECK							0.00	40,077.91
1011	99014	05/20/21	5924	CLEAN EARTH ENVIROMENTAL	00165006520	HHW-MAR	0.00	823.06
1011	99014	05/20/21	5924	CLEAN EARTH ENVIROMENTAL	00165006520	HHW-FEB	0.00	1,021.26
TOTAL CHECK							0.00	1,844.32
1011	99015	05/20/21	5171	CORELOGIC SOLUTIONS, LLC	00155005550	PROPERTY PRO DATA-MAY	0.00	96.83
1011	99016	05/20/21	3902	CORODATA RECORDS MANAGEM	00150005150	RECORDS STRG-APR	0.00	634.23
1011	99017	05/20/21	2165	CULLIGAN OF SAN DIEGO	00160006170	DRNKNG WTR SVC-MAY	0.00	48.83
1011	99018	05/20/21	739	DEPARTMENT OF JUSTICE	00160006140	FINGERPRINT APP-APR	0.00	32.00
1011	99018	05/20/21	739	DEPARTMENT OF JUSTICE	00160006150	FINGERPRINT APP-APR	0.00	64.00
1011	99018	05/20/21	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APP-APR	0.00	96.00
TOTAL CHECK							0.00	192.00
1011	99019	05/20/21	213	DEPARTMENT OF TRANSPORTA	00165006540	MAINT - JAN-MAR 21	0.00	756.84
1011	99019	05/20/21	213	DEPARTMENT OF TRANSPORTA	00165006540	ELECT - JAN-MAR 21	0.00	404.23
TOTAL CHECK							0.00	1,161.07
1011	99020	05/20/21	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-MAY	0.00	2,500.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45993956510	ENVIROMENTAL TEST-FS	0.00	500.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45993956510	ENVIROMENTAL TEST-FS	0.00	500.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45993956510	ENVIROMENTAL TEST-FS	0.00	560.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45993956510	ENVIROMENTAL TEST-FS	0.00	560.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45994076510	ENVIROMENTAL TEST-CH	0.00	500.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45994076510	ENVIROMENTAL TEST-CH	0.00	500.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45994076510	ENVIROMENTAL TEST-CH	0.00	500.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45994076510	ENVIROMENTAL TEST-CH	0.00	500.00
1011	99021	05/20/21	5836	ENVIROMENTAL TESTING & T	45994076510	ENVIROMENTAL TEST-CH	0.00	700.00
TOTAL CHECK							0.00	4,820.00
1011	99022	05/20/21	94	ESGIL CORPORATION	00155005560	BLDG PRMT -MAR	0.00	31,466.46
1011	99023	05/20/21	5676	FAILSAFE TESTING, LLC	00160006120	T-237 ANNUAL INSPECTN	0.00	1,100.00
1011	99024	05/20/21	5135	FIRE STATION OUTFITTERS	13560006120	2 RECLINERS	0.00	1,454.63
1011	99025	05/20/21	4169	FIRE STATS, LLC	00160006120	FIRE DATA-JAN21-MAR21	0.00	459.00
1011	99026	05/20/21	5399	INBOUND DESIGN INC.	55000007750	SEA WEBSITE MANT-MAY	0.00	49.00
1011	99027	05/20/21	1679	INTERNT'L INSTIT. MUNICI	00150005150	ANNUAL MEMBRSHP-IVEY	0.00	200.00
1011	99027	05/20/21	1679	INTERNT'L INSTIT. MUNICI	00150005150	ANNUAL MMBRSHP-BAVIN	0.00	155.00
1011	99027	05/20/21	1679	INTERNT'L INSTIT. MUNICI	00150005150	ANNL MMBRSHP-ARMBRUST	0.00	140.00
TOTAL CHECK							0.00	495.00
1011	99028	05/20/21	1075	IRON MOUNTAIN	00150005150	RECORDS STRG-MAR	0.00	842.74

PENTAMATION  
 DATE: 05/24/2021  
 TIME: 08:43:02

CITY OF SOLANA BEACH, CA  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20210508 00:00:00.000' and '20210521 00:00:00.000'  
 ACCOUNTING PERIOD: 11/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99029	05/20/21	1565	LOCAL GOVERNMENT PUBLICA	00150005150	CA LAND USE-2021 UPDT	0.00	143.56
1011	99030	05/20/21	2106	MIKHAIL OGAWA ENGINEERIN	00165006520	STRMWTR PRK MNGMT-OCT	0.00	243.25
1011	99031	05/20/21	5407	PJ CASTORENA, INC.	55000007750	CCA WKLY-4/14 & 4/21	0.00	104.88
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.54
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	13.35
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	13.35
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	14.12
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	19.76
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	19.77
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	20.98
1011	99032	05/20/21	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	31.07
TOTAL CHECK							0.00	141.94
1011	99033	05/20/21	4708	MUNICIPAL EMERGENCY SERV	00160006120	KEVLLAR-TOTH	0.00	661.59
1011	99033	05/20/21	4708	MUNICIPAL EMERGENCY SERV	00160006120	HEAD STRP/LENS KIT	0.00	315.11
TOTAL CHECK							0.00	976.70
1011	99034	05/20/21	4522	NISSHO OF CALIFORNIA	00165006560	AS NEEDED RPR-4/28-LC	0.00	1,841.69
1011	99035	05/20/21	66	NORTH COUNTY DISPATCH (J	00160006120	FY21 DISPATCH SVC Q3	0.00	26,083.72
1011	99036	05/20/21	2019	NORTH COUNTY EVS, INC	00160006120	ON CALL REPAIR-02/18	0.00	466.16
1011	99036	05/20/21	2019	NORTH COUNTY EVS, INC	00160006120	ON CALL REPAIR-05/05	0.00	710.00
TOTAL CHECK							0.00	1,176.16
1011	99037	05/20/21	5361	HABITAT PROTECTION, INC	00160006130	DEAD ANML RVML-04/17	0.00	350.00
1011	99037	05/20/21	5361	HABITAT PROTECTION, INC	00160006130	DEAD ANML RVML-04/24	0.00	1,927.73
TOTAL CHECK							0.00	2,277.73
1011	99038	05/20/21	5354	PILLSBURY WINTHROP SHAW	00150005250	PROF SVC-JAN	0.00	2,655.00
1011	99039	05/20/21	5998	READY REFRESH BY NESTLE	00165006570	DRINKING WATER-PW-APR	0.00	5.39
1011	99039	05/20/21	5998	READY REFRESH BY NESTLE	00165006570	DRINKING WATER-PW-APR	0.00	30.30
TOTAL CHECK							0.00	35.69
1011	99040	05/20/21	141	SANTA FE IRRIGATION DIST	00160006120	005512000 0302-043021	0.00	567.72
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	HVAC MAINT-APR-FC	0.00	65.00
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	HVAC MAINT-APR-MS	0.00	65.00
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	HVAC MAINT-APR-FS	0.00	120.00
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	HVAC MAINT-APR-LC	0.00	120.00
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	HVAC MAINT-APR-CH	0.00	245.00
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	AS NEEDED RPR-LC-4/06	0.00	158.00
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	AS NEEDED RPR-LC-4/05	0.00	275.00
1011	99041	05/20/21	1073	SEASIDE HEATING & AIR CO	00165006570	AS NEEDED RPR-MS-4/06	0.00	295.00
TOTAL CHECK							0.00	1,343.00
1011	99042	05/20/21	31	SOLANA BEACH CHAMBER OF	25055005570	Q3 VISITOR CENTER	0.00	3,750.00



PENTAMATION  
 DATE: 05/24/2021  
 TIME: 08:43:02

CITY OF SOLANA BEACH, CA  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20210508 00:00:00.000' and '20210521 00:00:00.000'  
 ACCOUNTING PERIOD: 11/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99043	05/20/21	1231	STAPLES CONTRACT & COMME	00150005150	WALL CLOCK	0.00	42.55
1011	99043	05/20/21	1231	STAPLES CONTRACT & COMME	00150005150	LABELS/WIPES/NOTE PAD	0.00	144.07
TOTAL CHECK							0.00	186.62
1011	99044	05/20/21	1789	DEPARTMENT OF INDUSTRIAL	00165006570	FY21 OSIP WRKR COMP	0.00	225.00
1011	99045	05/20/21	4840	STC TRAFFIC, INC	00165006540	ONCALL TRFFC-MAR	0.00	1,305.00
1011	99045	05/20/21	4840	STC TRAFFIC, INC	20293306510	CIP19-TRFIC SGNL ASMNT	0.00	2,870.00
TOTAL CHECK							0.00	4,175.00
1011	99046	05/20/21	5699	SUNBELT RENTALS, INC.	00165006560	TILLER-LC	0.00	104.93
1011	99047	05/20/21	5961	TOSDAL APC	55000007750	SEA PROF SVC-APR	0.00	1,459.00
1011	99048	05/20/21	3980	TURNOUT MAINTENANCE COMP	00160006120	CLN-COAT/PNTS-TOTH	0.00	156.98
1011	99049	05/20/21	40	UNDERGROUND SVC ALERT OF	00165006510	DIG ALERT-APR	0.00	118.90
1011	99049	05/20/21	40	UNDERGROUND SVC ALERT OF	00165006510	CA ST REGLTRY-APR	0.00	54.29
TOTAL CHECK							0.00	173.19
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00160006140	CODES CELL 3/24-4/23	0.00	141.53
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	21100007600	PW CELL 04/02-05/01	0.00	5.80
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	50900007700	PW CELL 04/02-05/01	0.00	5.80
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00165006540	PW CELL 04/02-05/01	0.00	15.95
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00165006560	PW CELL 04/02-05/01	0.00	15.95
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00165006510	PW CELL 04/02-05/01	0.00	20.28
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00165006520	PW CELL 04/02-05/01	0.00	20.30
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00165006530	PW CELL 04/02-05/01	0.00	20.30
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00160006120	FIRE CELL 03/29-04/28	0.00	462.74
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	27060006120	FIRE IPAD 03/29-04/28	0.00	114.03
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00160006120	BC CELL 03/29-04/28	0.00	63.75
1011	99050	05/20/21	30	VERIZON WIRELESS-SD	00160006170	MS IPADS -03/29-04/28	0.00	152.04
TOTAL CHECK							0.00	1,038.47
1011	99051	05/20/21	2823	WELLS FARGO BANK	65278007820	INT 2017TA BND 06/01	0.00	39,503.52
1011	99051	05/20/21	2823	WELLS FARGO BANK	65278007820	PRIN 2017TA BND 06/01	0.00	61,500.00
TOTAL CHECK							0.00	101,003.52
1011	V9000280	05/13/21	11	ICMA PLAN 302817	001	PLAN NUMBER: 302817	0.00	13,503.52
1011	V9000280	05/13/21	11	ICMA PLAN 302817	001	ICMA PD 05/13/21	0.00	6,536.20
TOTAL CHECK							0.00	20,039.72
1011	V9000281	05/13/21	3859	ICMA RHS 801939	001	PLAN NUMBER: 801939	0.00	1,993.01
1011	V9000282	05/13/21	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 05/14/21	0.00	813.50
1011	V9000283	05/13/21	3066	SUMMIT ENVIRONMENTAL GRO	45999036190	9903 PROF SVC LCP-APR	0.00	2,875.00
1011	V9000284	05/20/21	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-APR	0.00	900.00
1011	V9000285	05/20/21	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-APR	0.00	7,158.00

PENTAMATION  
DATE: 05/24/2021  
TIME: 08:43:02

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7  
ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20210508 00:00:00.000' and '20210521 00:00:00.000'  
ACCOUNTING PERIOD: 11/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V9000286	05/20/21	4080	JENNIFER REED	00150005350	ADMIN SVC-APR	0.00	27.50
TOTAL CASH ACCOUNT							0.00	403,728.17
TOTAL FUND							0.00	403,728.17
TOTAL REPORT							0.00	403,728.17



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** **Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2020/21**

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**BACKGROUND:**

Staff provides a report at each Council meeting that lists changes made to the current Fiscal Year (FY) General Fund Adopted Budget.

The information provided in this Staff Report lists the changes made through May 26, 2021.

**DISCUSSION:**

The following table reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 12, 2019 (Resolution 2019-085) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

<b>GENERAL FUND - ADOPTED BUDGET PLUS CHANGES</b>						
As of May 26, 2021						

Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2019-085	Adopted Budget	19,827,600	(19,602,500)	(151,100)	(1) \$ 74,000
Reso 2020-101	FY2020/21 Amended	(495,000)	361,000	80,000	(2) 20,000
Reso 2021-021	Mid-Year Budget Adjustments	354,000	(354,993)	-	19,007
	(1) Transfers to:		151,100		
	Debt Service for Public Facilities			151,100	
	(2) Transfer to:		(80,000)		
	City CIP Fund			(80,000)	

<p><b>COUNCIL ACTION:</b></p> <hr/> <hr/>
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**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA

**FISCAL IMPACT:**

N/A

**WORK PLAN:**

N/A

**OPTIONS:**

- Receive the report.
- Do not accept the report

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council receive the report listing changes made to the FY 2020-2021 General Fund Adopted Budget.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



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Gregory Wade, City Manager



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** **Consideration of Resolutions 2021-069 Through 2021-072 Approving the Fiscal Year (FY) Municipal Improvement Districts Benefit (MID) Fees**

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### **BACKGROUND:**

The four Municipal Improvement Districts (MIDs) in Solana Beach were originally formed pursuant to Government Code Section 25210.1 as County Service Areas (CSAs) prior to the incorporation of the City. The CSAs were formed by the County Board of Supervisors on the following dates:

		<u>Date Established</u>
MID No. 9C	Santa Fe Hills	03-24-69
MID No. 33	Highway 101/Railroad Right-of-Way	08-03-71
MID No. 9E	Isla Verde	12-18-74
MID No. 9H	San Elijo #2	10-10-77

Upon formation, the County also entered into landscaping and maintenance agreements with the homeowners associations and members of these CSAs under which the County provided various extended services and these CSAs provided a means to fund the extended services, which included landscaping and maintenance of streets, medians, slopes, certain drainage facilities, and appurtenant improvements in various areas of the County. These CSAs were further established so that local property owners within the prescribed boundaries of the special districts would be provided extended services.

After the landscaping and maintenance agreements with the County expired according to their terms, the CSAs functioned more like pass through entities, with the homeowners associations performing the services and getting reimbursed from the benefit fees (with the exception of MID No. 33). The property owners share the cost of the maintenance through service charges based on the benefit received. Upon incorporation, the City took over the management of the benefit fee assessments for these MIDs.

This item is before the Council to consider approval of the attached resolutions which set

CITY COUNCIL ACTION:

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the benefit fees for the four MIDs and authorize the fees to be placed on the County Assessor Rolls.

**DISCUSSION:**

When the CSAs were formed, property owners within the boundary of the service area desired these extended miscellaneous services. These services were benefits received by the property owners and not originally supported by general revenues of the County. They are also not supported by the City's General Fund.

These service areas were established as an alternate means of providing landscape maintenance services. The homeowners' associations contract with a private landscape contractor to provide the actual landscaping services.

As a result of the City's July 1, 1986 incorporation, the CSAs were dissolved and replaced by the new "Municipal Improvement Districts" (MIDs). As part of the incorporation process, the City Council assumed the role of the Board of Supervisors for the new MIDs. The City has managed the MIDs since incorporation.

With the exception of MID No. 33, the City provides three of the four districts with budgetary information upon which the annual fees are based. The City provides a service to these homeowners' associations by translating each budget into a unit cost per parcel, and then levying the required amount on the tax roll each year. The City also performs monthly inspections of the landscaping work and responds to complaints and inquiries.

The City receives a fee for providing the services to set and collect the landscape maintenance fee, conduct a monthly landscape inspection, track the income and interest earnings, process monthly payments, and compile the annual accounting information and provide it to the homeowners' associations. The City also reviews each budget to ensure that all charges are related to the provision of extended services or administration of the MIDs.

MID No. 33 is the only MID for which services are not provided by a homeowners' association. The oversight responsibility for the landscape maintenance is provided by the City's Public Works Department. A budget is produced each year by the City to provide funds for landscape maintenance within the service area. The assessment area for MID No. 33 includes all parcels west of Interstate 5 to the Pacific Ocean and from the San Elijo Lagoon south to Via de la Valle/Border Avenue.

The MID No. 33 service area was authorized in order to provide landscape improvement and maintenance for Highway 101 medians and the railroad right-of-way that is appurtenant to Highway 101. These landscaped medians were installed using funding provided by the County for select system roads which also require continued maintenance. MID No. 33 provides an alternate funding source for this public service in Solana Beach; however, this revenue is significantly less than the actual costs to maintain

these areas. The maintenance is provided under contract with a landscape maintenance contractor as well as City Staff.

Because the MIDs were created prior to Proposition 218, the MID charges for MID No. 9C, No. 9E, No. 9H, and No. 33 may be levied as proposed without additional requirements so long as the amount of the charge does not exceed pre-November 1996 levels. The charges proposed are at the same rates they were since their inception and are not being raised.

Since there is no legal requirement for a public hearing, the City has instead published a "Notice of Setting Various Fees for the Municipal Improvement Districts" notifying residents that they have the right to request that this item be removed from the consent agenda for discussion if required. That notice was published in the local newspaper on May 11, 2021. In addition, emails were sent to the President of each Homeowner's Association notifying them that the hearing to set the annual MID fees and place on the tax roll was scheduled for June 9, 2021.

Staff therefore recommends that the City Council approve the annual fees as outlined in the attached resolutions as follows: for MID No. 9C (Santa Fe Hills) at \$232.10 per unit; MID No. 9E (Isla Verde) at \$68.74 per unit; for MID No. 9H (San Elijo Hills #2) at \$289.58 per unit; and for MID No. 33 at \$3.12 per unit (\$.06 per timeshare week).

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT**

The fee for each MID will generate the total annual benefit charge revenue, as shown below, to service the MID:

	<u>FEE</u>	<u>REVENUE</u>
MID No. 9C - Santa Fe Hills	\$232.10 per unit	\$320,400
MID No. 9E - Isla Verde	\$ 68.74 per unit	\$ 6,000
MID No. 9H - San Elijo Hills #2	\$289.58 per unit	\$119,400
MID No. 33 - Highway 101/Railroad Right-of-Way	\$ 3.12 per unit	\$144,400

**WORK PLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation.
- Do not approve Staff recommendation and provide direction.



**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council:

1. Approve Resolution 2021-069, setting the Benefit Charges for MID No. 9C, Santa Fe Hills, at \$232.10 per unit for FY 2021/22.
2. Approve Resolution 2021-070, setting the Benefit Charges for MID No. 9E, Isla Verde, at \$68.74 per unit for FY 2021/22.
3. Approve Resolution 2021-071, setting the Benefit Charges for MID No. 9H, San Elijo Hills # 2, at \$289.58 per unit for FY 2021/22.
4. Approve Resolution 2021-072, setting the Benefit Charges for MID No. 33, Highway 101/Railroad Right-of-Way, at \$3.12 per unit for FY 2021/22.

**CITY MANAGER'S RECOMMENDATION**

Approve Department Recommendation.



---

Gregory Wade, City Manager

Attachments:

1. Resolution 2021-069 – MID 9C
2. Resolution 2021-070 – MID 9E
3. Resolution 2021-071 – MID 9H
4. Resolution 2021-072 – MID 33

## RESOLUTION 2021-069

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, SETTING THE BENEFIT CHARGES FOR MUNICIPAL IMPROVEMENT DISTRICT NUMBER 9C FOR FISCAL YEAR 2021/22

**WHEREAS**, the City Council considered a report concerning the benefit charge to be levied within the Municipal Improvement District Number 9C, Santa Fe Hills (the "District") pursuant to an Ordinance previously approved by the voters on March 24, 1969; and

**WHEREAS**, the City Council has determined that charges for landscape maintenance service be shown as a separate item on property tax bills and collected at the same time and in the same manner as ordinary county ad valorem taxes and caused to be prepared and filed, written reports describing real property receiving landscape maintenance services within the District; and

**WHEREAS**, the charges for the parcels within the District for Fiscal Year 2021/22 have been computed in conformity with the procedure set forth in, and charges described by, applicable ordinances and resolutions of the Solana Beach City Council; and

**WHEREAS**, the charges are at the same rates they were since their inception and are not being raised; and

**WHEREAS**, the amount paid to the homeowners' association from charges or taxes levied in the District shall include the reasonably estimated cost of the work or improvement to be done in the District by the homeowners' association for the ensuing fiscal year, plus incidental expenses directly related to the provision of extended services or administration of the District; and

**WHEREAS**, services shall be provided by the homeowners' association in accordance with the contract last approved by the County of San Diego with the homeowners' association providing the services, not the County or other entity. The City of Solana Beach will continue providing management and inspection services; and

**WHEREAS**, payments to the homeowners' association for service shall be made in twelve equal monthly installments and payment for incidental expenses shall be made upon submission of a statement.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, resolves as follows:

1. The foregoing recitations are true and correct.

2. The benefit unit charge for Municipal Improvement District No. 9C, Santa Fe Hills, for Fiscal Year 2021/22 will be \$232.10 per unit, as listed on Attachment No. 1 of this Resolution and confirmed by the City Council, and will be filed with the Auditor and Controller of the County of San Diego.
3. The San Diego County Auditor shall place on the County Assessor Roll, opposite each parcel of land within the District, the levy amount of \$232.10 per unit, as set forth in Attachment No. 1 of this Resolution, and such levies shall be collected at the same time and in the same manner as ordinary ad valorem property taxes of the City for the fiscal year commencing July 1, 2021.
4. The City Clerk's Designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the San Diego County Auditor subsequent to the adoption of this Resolution.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

Exhibit 1  
Resolution 2021-069

M.I.D. FEES

2017-2018 through 2021-2022

	2017- 2018 BUDGET	2017- 2018 FEES	2018- 2019 BUDGET	2018- 2019 FEES	2019- 2020 BUDGET	2019- 2020 FEES	2020- 2021 BUDGET	2020- 2021 FEES	2021- 2022 BUDGET	2021- 2022 FEES
Highway 101 - MID No. 33	124,800	3.12	127,000	3.12	140,300	3.12	142,900	3.12	144,400	3.12
Santa Fe Hills - MID No. 9C	300,300	232.10	304,300	232.10	313,200	232.10	317,700	232.10	320,400	232.10
Isla Verde - MID No. 9E	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74
San Elijo Hills #2 - MID No. 9H	103,600	289.58	101,000	289.58	116,700	289.58	118,300	289.58	119,400	289.58

## RESOLUTION 2021-070

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, SETTING THE BENEFIT CHARGES FOR MUNICIPAL IMPROVEMENT DISTRICT NUMBER 9E FOR FISCAL YEAR 2021/22

**WHEREAS**, the City Council considered a report concerning the benefit charge to be levied within the Municipal Improvement District Number 9E, Isla Verde (the "District") pursuant to an Ordinance previously approved by the voters on December 18, 1974; and

**WHEREAS**, the City Council has determined that charges for landscape maintenance service be shown as a separate item on property tax bills and collected at the same time and in the same manner as ordinary county ad valorem taxes and caused to be prepared and filed, written reports describing real property receiving landscape maintenance services within the District; and

**WHEREAS**, the charges for the parcels within the District for Fiscal Year 2021/22 have been computed in conformity with the procedure set forth in, and charges described by, applicable ordinances and resolutions of the Solana Beach City Council; and

**WHEREAS**, the charges are at the same rates they were since their inception and are not being raised; and

**WHEREAS**, the amount paid to the homeowner's association from charges or taxes levied in the District shall include the reasonably estimated cost of the work or improvement to be done in the District by the homeowner's association for the ensuing fiscal year, plus incidental expenses directly related to the provision of extended services or administration of the District; and

**WHEREAS**, services shall be provided by the homeowners' association in accordance with the contract last approved by the County of San Diego with the homeowners' association providing the services, not the County or other entity. The City of Solana Beach will continue providing management and inspection services; and

**WHEREAS**, payments to the homeowner's association for service shall be made in twelve equal monthly installments and payment for incidental expenses shall be made upon submission of a statement.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, resolves as follows:

1. The foregoing recitations are true and correct.
2. The benefit unit charge for Municipal Improvement District No. 9E, Isla Verde, for Fiscal Year 2021/22 will be \$68.74 per unit, as listed on

Attachment No. 1 of this Resolution and confirmed by the City Council, and will be filed with the Auditor and Controller of the County of San Diego.

3. The San Diego County Auditor shall place on the County Assessor Roll, opposite each parcel of land within the District, the levy amount of \$68.74 per unit, as set forth in Attachment No. 1 of this Resolution, and such levies shall be collected at the same time and in the same manner as ordinary ad valorem property taxes of the City for the fiscal year commencing July 1, 2021.
4. The City Clerk's Designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the San Diego County Auditor subsequent to the adoption of this Resolution.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

Exhibit 1  
Resolution 2021-070

M.I.D. FEES

2017-2018 through 2021-2022

	2017- 2018 BUDGET	2017- 2018 FEES	2018- 2019 BUDGET	2018- 2019 FEES	2019- 2020 BUDGET	2019- 2020 FEES	2020- 2021 BUDGET	2020- 2021 FEES	2021- 2022 BUDGET	2021- 2022 FEES
Highway 101 - MID No. 33	124,800	3.12	127,000	3.12	140,300	3.12	142,900	3.12	144,400	3.12
Santa Fe Hills - MID No. 9C	300,300	232.10	304,300	232.10	313,200	232.10	317,700	232.10	320,400	232.10
Isla Verde - MID No. 9E	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74
San Elijo Hills #2 - MID No. 9H	103,600	289.58	101,000	289.58	116,700	289.58	118,300	289.58	119,400	289.58



## RESOLUTION 2021-071

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, SETTING THE BENEFIT CHARGES FOR MUNICIPAL IMPROVEMENT DISTRICT NUMBER 9H FOR FISCAL YEAR 2021/22

**WHEREAS**, the City Council considered a report concerning the benefit charge to be levied within the Municipal Improvement District Number 9H, San Elijo Hills #2 (the "District") pursuant to an Ordinance previously approved by the voters on October 10, 1977; and

**WHEREAS**, the City Council has determined that charges for landscape maintenance service be shown as a separate item on property tax bills and collected at the same time and in the same manner as ordinary county ad valorem taxes and caused to be prepared and filed, written reports describing real property receiving landscape maintenance services within the District; and

**WHEREAS**, the charges for the parcels within the District for Fiscal Year 2021/22 have been computed in conformity with the procedure set forth in, and charges described by, applicable ordinances and resolutions of the Solana Beach City Council; and

**WHEREAS**, the charges are at the same rates they were since their inception and are not being raised; and

**WHEREAS**, the amount paid to the homeowners' association from charges or taxes levied in the District shall include the reasonably estimated cost of the work or improvement to be done in the District by the homeowner's association for the ensuing fiscal year, plus incidental expenses directly related to the provision of extended services or administration of the District; and

**WHEREAS**, services shall be provided by the homeowners' association in accordance with the contract last approved by the County of San Diego with the homeowners' association providing the services, not the County or other entity. The City of Solana Beach will continue providing management and inspection services; and

**WHEREAS**, payments to the homeowner's association for service shall be made in twelve equal monthly installments and payment for incidental expenses shall be made upon submission of a statement.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, resolves as follows:

1. The foregoing recitations are true and correct.
2. The benefit unit charge for Municipal Improvement District No. 9H,

San Elijo Hills #2, for Fiscal Year 2021/22 will be \$289.58 per unit, as listed on Attachment No. 1 of this Resolution and confirmed by the City Council, and will be filed with the Auditor and Controller of the County of San Diego.

3. The San Diego County Auditor shall place on the County Assessor Roll, opposite each parcel of land within the District, the levy amount of \$289.58 per unit, as set forth in Attachment No. 1 of this Resolution, and such levies shall be collected at the same time and in the same manner as ordinary ad valorem property taxes of the City for the fiscal year commencing July 1, 2021.
4. The City Clerk's Designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the San Diego County Auditor subsequent to the adoption of this Resolution.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

Exhibit 1  
Resolution 2021-071

M.I.D. FEES

2017-2018 through 2021-2022

	2017- 2018 BUDGET	2017- 2018 FEES	2018- 2019 BUDGET	2018- 2019 FEES	2019- 2020 BUDGET	2019- 2020 FEES	2020- 2021 BUDGET	2020- 2021 FEES	2021- 2022 BUDGET	2021- 2022 FEES
Highway 101 - MID No. 33	124,800	3.12	127,000	3.12	140,300	3.12	142,900	3.12	144,400	3.12
Santa Fe Hills - MID No. 9C	300,300	232.10	304,300	232.10	313,200	232.10	317,700	232.10	320,400	232.10
Isla Verde - MID No. 9E	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74
San Elijo Hills #2 - MID No. 9H	103,600	289.58	101,000	289.58	116,700	289.58	118,300	289.58	119,400	289.58

## RESOLUTION 2021-072

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, SETTING THE BENEFIT CHARGES FOR MUNICIPAL IMPROVEMENT DISTRICT # 33 FOR FISCAL YEAR 2021/22

**WHEREAS**, the City Council considered a report concerning the benefit charge to be levied within the Municipal Improvement District Number 33, Highway 101/Railroad Right-of-Way, pursuant to an Ordinance previously approved by the voters on August 3, 1971; and

**WHEREAS**, the City Council has determined that charges for providing landscape maintenance service be shown as a separate item on property tax bills and collected at the same time and in the same manner as ordinary county ad valorem taxes and caused to be prepared and filed, written reports describing real property receiving landscape maintenance services within the District; and

**WHEREAS**, the charges for the parcels within the District for Fiscal Year 2021/22 have been computed in conformity with the procedure set forth in, and charges described by, applicable ordinances and resolutions of the Solana Beach City Council; and

**WHEREAS**, the charges are at the same rates they were since their inception and are not being raised.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, resolves as follows:

1. The foregoing recitations are true and correct.
2. The benefit unit charge for Municipal Improvement District No. 33, Highway 101/Railroad Right-of-Way, for Fiscal Year 2021/22 will be \$3.12 per unit, as listed on Attachment No. 1 of this Resolution and confirmed by the City Council, and will be filed with the Auditor and Controller of the County of San Diego.
3. The San Diego County Auditor shall place on the County Assessor Roll, opposite each parcel of land within the District, the levy amount of \$3.12 per unit, as set forth in Attachment No. 1 of this Resolution, and such levies shall be collected at the same time and in the same manner as ordinary ad valorem property taxes of the City for the fiscal year commencing July 1, 2021.
4. The City Clerk's Designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the San Diego County Auditor subsequent to the adoption of this Resolution.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

Exhibit 1  
Resolution 2021-072

M.I.D. FEES

2017-2018 through 2021-2022

	2017- 2018 BUDGET	2017- 2018 FEES	2018- 2019 BUDGET	2018- 2019 FEES	2019- 2020 BUDGET	2019- 2020 FEES	2020- 2021 BUDGET	2020- 2021 FEES	2021- 2022 BUDGET	2021- 2022 FEES
Highway 101 - MID No. 33	124,800	3.12	127,000	3.12	140,300	3.12	142,900	3.12	144,400	3.12
Santa Fe Hills - MID No. 9C	300,300	232.10	304,300	232.10	313,200	232.10	317,700	232.10	320,400	232.10
Isla Verde - MID No. 9E	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74	6,000	68.74
San Elijo Hills #2 - MID No. 9H	103,600	289.58	101,000	289.58	116,700	289.58	118,300	289.58	119,400	289.58



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** **Consideration of Resolution 2021-073 Adopting the Fiscal Year 2021/22 Fire Benefit Fee**

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## **BACKGROUND**

On April 8, 1980, voters in the Solana Beach Fire Protection District (District) approved a Fire Benefit Fee (Fee) by more than a two-thirds vote in an amount not to exceed \$10.00 per unit of benefit per year, on real property within the boundaries of the District. The District was subsequently merged with the City of Solana Beach (City), and the City now has the responsibility of administering this Fee. Because the Fee was adopted by the voters before the passage of Proposition 218, it is not subject to its requirements.

There is no legal requirement for a public hearing, however, the City has published a "Notice of Setting the Fire Benefit Fee" (Notice) to notify residents that they have the right to request that this item be removed from the consent agenda for discussion. The Notice was published in the local newspaper on May 11, 2021.

This item is before Council to consider approval of Resolution 2021-073 which sets the Fire Benefit Fee and authorizes the fee to be placed on the County Assessment rolls.

## **DISCUSSION**

Each year, the City Council is required to formally set the Fire Benefit Fee for levying on the tax roll. Staff is recommending that the Fee remain at the same level for Fiscal Year (FY) 2021/22 at \$10.00 per benefit unit. This Fee has not been increased since it was approved by voters in 1980. In order to increase the Fire Benefit Fee, the City would need a public vote with two-thirds of the voters approving any increase.

Properties in the City would be charged an annual amount for the Fire Benefit Fee at \$10.00 per benefit unit according to the schedule outlined on the next page.

CITY COUNCIL ACTION:

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<u>ACTUAL LAND USE</u>	<u>MAXIMUM NUMBER OF UNITS OF BENEFIT</u>
Unimproved	2 units per 1 acre and/or portion of 1 acre, up to 20 units per parcel
Residential	5 units per dwelling unit
Commercial	15 units per 1 acre and/or portion of 1 acre
Industrial	20 units per 1 acre and/or portion of 1 acre
Timeshares	1 unit per timeshare week (1/5 of residential)

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT**

The \$10.00 per benefit unit fee raises approximately \$450,000 per year that is used to assist in funding Fire Department operating expenses projected at \$5,467,870 for FY 2021/22.

**WORK PLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation.
- Do not approve Staff recommendation and provide direction.

**DEPARTMENT RECOMMENDATION**

Staff recommends that the City Council consider adoption of Resolution 2021-073:

1. Setting the FY 2021/22 Fire Benefit Fee at \$10.00 per unit, and
2. Approving the Fee for levying on the tax roll.

**CITY MANAGER RECOMMENDATION**

Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution 2021-073

**RESOLUTION 2021-073**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ESTABLISHING THE FISCAL YEAR 2021/22 FIRE BENEFIT FEE AS AUTHORIZED BY THE VOTERS AT \$10.00 PER BENEFIT UNIT**

**WHEREAS**, the City of Solana Beach has merged with the Solana Fire Protection District; and

**WHEREAS**, the voters of the Solana Fire Protection District on April 8, 1980, approved the following proposition:

Shall the Solana Fire Protection District establish and impose standby or availability charges, not to exceed \$10.00 per unit of benefit per year, on all real property (except that of federal, state, or local governmental agencies) within the boundaries of said Fire Protection District, the collection of which charges shall not decrease the appropriations limit of said Fire Protection District in any year for a period of four years from the effective date hereof, and which charges shall be established by the Board of Directors of said Fire Protection District from time to time, subject, however, to the following maximum units of benefit:

<u>Actual Land Use</u>	<u>Maximum Number of Units of Benefit</u>
Unimproved	2 units per 1 acre and/or portion of 1 acre, up to 20 units per parcel
Residential	5 units per dwelling unit
Commercial	15 units per 1 acre and/or portion of 1 acre
Industrial	20 units per 1 acre and/or portion of 1 acre; and
Timeshares	1 unit per timeshare week (1/5 of residential)

**WHEREAS**, the City of Solana Beach, as successor to the Solana Fire Protection District, is authorized to continue to levy the fire benefit fee; and

**WHEREAS**, the amount of the fire benefit fee remains unchanged.

**NOW, THEREFORE**, the City Council of the City of Solana Beach,

California, resolves as follows:

1. The foregoing recitations are true and correct.
2. The fire benefit charge is hereby set at \$10.00 per benefit unit for all land use categories set forth above, as confirmed by this Board and will be filed with the Auditor and Controller of the County of San Diego.
3. The San Diego County Auditor shall place on the County Assessment Roll, opposite each parcel of land, the amount of levy so apportioned by the method of apportionment formula, as set forth above, and such levies shall be collected at the same time and in the same manner as ordinary ad valorem property taxes of the City for the fiscal year commencing July 1, 2021.
4. The City Clerk's Designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the San Diego County Auditor subsequent to the adoption of this Resolution.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Human Resources Department  
**SUBJECT:** **Consideration of Resolution 2021-084 to Temporarily Amend the City’s Section 125 Flexible Benefit Plan with WageWorks/HealthEquity Under the Consolidated Appropriations Act, 2021**

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### **BACKGROUND:**

The City has been contracting with WageWorks/HealthEquity to administer its Section 125 Cafeteria/Flexible Spending Account Plan (FSA). Due to the nature of the COVID-19 public health emergency and unanticipated changes in the availability of certain medical care and dependent care, employees are likely to have unused health FSA amounts or dependent care FSA amounts at the end of plan years, or grace periods, ending in 2020.

To provide related relief, the Consolidated Appropriations Act, 2021 (CAA), was signed into law on December 27, 2020. As provided in two Internal Revenue Service (IRS) Notices 2020-29 and 2021-15, the CAA provides substantial flexibility for the operation of health and dependent care Flexible Spending Accounts (FSAs), which include the following: 1) expanded carryover or grace period, 2) Mid-Year Election Change Flexibility, 3) health FSA spend down relief, and 5) dependent care FSA age limit relief. In an effort to provide relief to employees, the City would like to take advantage of the benefit options offered under the CAA.

This item is before Council to consider the adoption of Resolution 2021-084 (Attachment 1) to temporarily amend the City’s Flexible Spending Account Summary Plan Description with WageWorks/HealthEquity to reflect the relief options provided under the CAA.

### **DISCUSSION:**

Section 125 cafeteria plan is a written plan maintained by an employer under which all participants are employees, and all participants may choose among two or more benefits consisting of cash and qualified benefits. Qualified benefits that may be provided under a

CITY COUNCIL ACTION:

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Section 125 cafeteria plan include, but are not limited to, employer-provided accident and health plans, health FSAs (HFSA), and dependent care FSAs (DCFSA).

The City offers all eligible employees both the HFSA and the DCFSA benefit under its Section 125 cafeteria plan. A HFSA is a pre-tax benefit account used to pay for eligible medical, dental, and vision care expenses that are not covered by an insurance plan or elsewhere. A DCFSA is a pre-tax benefit account used to pay for dependent care services, such as preschool, summer day camp, before or after school programs, and child or elder daycare. The City's third-party administrator (TPA) for this benefit is WageWorks/HealthEquity.

To provide relief due to COVID-19, the CAA was signed into law on December 27, 2020. As outlined in IRS Notices 2020-29 (Attachment 2) and 2021-15 (Attachment 3), the CAA provides temporary special rules for FSAs and DCFSA under Section 125 cafeteria plans. The temporary FSA provisions include the following:

#### **Expanded Carry-Over or Grace Period**

Under the CAA, FSAs and DCFSA may permit participants to carryover any unused funds from the 2020 plan year to the plan year ending in 2021. Similarly, FSAs and DCFSA may permit participants to carryover unused funds from the 2021 plan year to the plan year ending in 2022.

Alternatively, FSAs and DCFSA that include a grace period, as opposed to a carryover provision, may extend the 2020 and/or 2021 grace periods from up to two months and 15 days after the end of the plan year to 12 months after the end of the plan year.

#### **Mid-Year Election Change Flexibility**

Ordinarily, cafeteria plan elections are irrevocable during a plan year, unless a participant experiences an IRS-approved status change event such as marriage, birth, divorce, or change in employment status. The CAA temporarily permits cafeteria plans to allow participants to make prospective mid-year election changes with respect to FSAs and DCFSA (i.e., to elect an account, increase or decrease contributions, or drop an account) for plan years ending in 2021 for any reason, without a qualified status change event.

#### **Health FSA Spend Down Relief**

Allows employees who cease participating in a HFSA during calendar year 2020 or 2021 (including termination/separation of employment) to continue to spend down unused account balances through the end of the plan year in which their participation ceased, including any grace period.

### **Dependent Care FSA Age Limit Relief**

The CAA provides for a carryover rule for dependents who aged-out of a DCFSA during calendar year 2020. Generally, dependent care expenses are only eligible for reimbursement if the expense relates to care of dependent children aged 13 and under. The CAA increased the maximum age limit for reimbursement of dependent care expenses from 13 to 14 for calendar year 2020. It also allows the increased age limit for amounts carried over from the end of the 2020 plan year to the 2021 plan year for the dependent who aged-out.

As governed by applicable State and Federal laws and regulations, WageWorks/HealthEquity will continue to administer the City's Section 125 cafeteria plan/FSAs for Plan Year 2021. The amendment to the City's current HFSA and DCFSA plans will reflect the temporary changes outlined in the IRS Notices, 2020-29 and 2021-15 per the CCA for Plan Years ending in 2020 and 2021.

Staff recommends for the City Council to approve and authorize the City Manager to execute the temporary amendment as outlined in the IRS Notices 2020-29 and 2021-15 with WageWorks/HealthEquity as reflected on the "Summary of Material Modifications to Your Summary Plan Description" document (Attachment 4).

### **CEQA COMPLIANCE STATEMENT:**

Not a project under CEQA.

### **FISCAL IMPACT:**

For Plan Years ending in 2020 and 2021, there are no changes to the fee structure between the City and WageWorks/HealthEquity.

### **WORKPLAN:** N/A

### **OPTIONS:**


- Approve Staff recommendation.
- Do not approve Staff recommendation and provide alternative direction.

### **DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2021-084 approving and authorizing the City Manager to execute the temporary amendment with WageWorks/HealthEquity in order to comply with options available under The Consolidated Appropriations Act, 2021 for Flexible Spending Accounts.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachment 1: Resolution 2021-084

Attachment 2: IRS Notice – 2020-29

Attachment 3: IRS Notice – 2021-15

Attachment 4: Summary of Material Modifications to Your Summary Plan Description Document

## RESOLUTION 2021-084

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A TEMPORARY AMENDMENT TO THE CITY'S SECTION 125 FLEXIBLE BENEFIT PLAN WITH WAGeworkS/HEALTH EQUITY UNDER THE CONSOLIDATED APPROPRIATIONS ACT, 2021

**WHEREAS**, the City has been contracting with WageWorks/HealthEquity to administer its Section 125 Cafeteria Plan/Flexible Spending Account Plan; and

**WHEREAS**, due to the nature of the COVID-19 public health emergency and unanticipated changes in the availability of certain medical care and dependent care, employees are likely to have unused funds in their health and/or dependent care flexible spending accounts at the end of plan years 2020 and 2021; and

**WHEREAS**, the Consolidated Appropriations Act, 2021 (CAA), was signed into law on December 27, 2020 to provide temporary special rules for health and dependent care flexible spending accounts under Section 125 cafeteria plan; and

**WHEREAS**, the City desires to temporarily amend its Flexible Benefit Plan with WageWorks/HealthEquity as permitted under the Consolidated Appropriations Act, 2021; and

**WHEREAS**, the temporary amendments are outlined in the "Summary of Material Modification to Your Summary Plan Description" document, with an effective date of January 1, 2020.

**NOW, THEREFORE**, the City Council of the City of Solana Beach does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the City Council approves the adoption of the amended Summary Plan Description for the City's Flexible Benefit Plan with WageWorks/HealthEquity to incorporate provisions of the Consolidated Appropriation Act, 2021, effective January 1, 2020.
3. That the City Council authorizes the City Manager to execute the agreement with WageWorks/HealthEquity on behalf of the City.
4. That the City Manager or his designee is authorized to take any and all actions necessary to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.



5. That the City Manager or his designee shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the plan in the form of the Summary Plan Description as approved.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

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LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

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JOHANNA N. CANLAS, City Attorney

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ANGELA IVEY, City Clerk

# COVID-19 GUIDANCE UNDER § 125 CAFETERIA PLANS AND RELATED TO HIGH DEDUCTIBLE HEALTH PLANS

Notice 2020-29

## I. PURPOSE AND OVERVIEW

To assist with the nation's response to the 2019 Novel Coronavirus outbreak (COVID-19), this notice provides for increased flexibility with respect to mid-year elections under a § 125 cafeteria plan during calendar year 2020 related to employer-sponsored health coverage, health Flexible Spending Arrangements (health FSAs), and dependent care assistance programs. This notice also provides increased flexibility with respect to grace periods to apply unused amounts in health FSAs to medical care expenses incurred through December 31, 2020, and unused amounts in dependent care assistance programs to dependent care expenses incurred through December 31, 2020.

As described more fully below, this notice provides that –

- For mid-year elections made during calendar year 2020, a § 125 cafeteria plan may permit employees who are eligible to make salary reduction contributions under the plan to: (1) with respect to employer-sponsored health coverage, (a) make a new election on a prospective basis, if the employee initially declined to elect employer-sponsored health coverage; (b) revoke an existing election and make a new election to enroll in different health coverage sponsored by the same employer on a prospective basis;

- and (c) revoke an existing election on a prospective basis, provided that the employee attests in writing that the employee is enrolled, or immediately will enroll, in other health coverage not sponsored by the employer; (2) revoke an election, make a new election, or decrease or increase an existing election applicable to a health FSA on a prospective basis; and (3) revoke an election, make a new election, or decrease or increase an existing election regarding a dependent care assistance program on a prospective basis;
- For unused amounts remaining in a health FSA or a dependent care assistance program under the § 125 cafeteria plan as of the end of a grace period or plan year ending in 2020, a § 125 cafeteria plan may permit employees to apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020; and
  - The relief provided in Notice 2020-15, 2020-14 IRB 559 regarding high deductible health plans (HDHPs) and expenses related to COVID-19, and in section 3701 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136, 134 Stat. 281 (March 27, 2020)) regarding an exemption for telehealth services, may be applied retroactively to January 1, 2020.

## **II. BACKGROUND**

### **A. Elections Under a § 125 Cafeteria Plan**

Section 125(d)(1) of the Internal Revenue Code (Code) defines a § 125 cafeteria plan as a written plan maintained by an employer under which all participants are

employees, and all participants may choose among two or more benefits consisting of cash and qualified benefits. Subject to certain exceptions, § 125(f) defines a qualified benefit as any benefit which, with the application of § 125(a), is not includable in the gross income of the employee by reason of an express provision of the Code. Qualified benefits that may be provided under a § 125 cafeteria plan include employer-provided accident and health plans excludable under §§ 106 and 105(b), health FSAs excludable under §§ 106 and 105(b), and dependent care assistance programs excludable under § 129.

Elections regarding qualified benefits under a § 125 cafeteria plan generally must be irrevocable and must be made prior to the first day of the plan year, except as provided under Treas. Reg. § 1.125-4.<sup>1</sup> Treas. Reg. § 1.125-4 provides that a § 125 cafeteria plan may permit an employee to revoke an election during a period of coverage and to make a new election under certain circumstances, such as if the employee experiences a change in status or there are significant changes in the cost of coverage. Section 125 does not require a § 125 cafeteria plan to permit the mid-year election changes allowed under Treas. Reg. § 1.125-4.

Due to the nature of the public health emergency posed by COVID-19 and unanticipated changes in the need for medical care, some employers have indicated a willingness to offer employees who initially declined to elect employer-sponsored health coverage an opportunity to elect health coverage or allow employees enrolled in

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<sup>1</sup> In contrast, for qualified transportation fringe benefits under § 132(f) (which pursuant to § 125(f)(1) may not be offered under a § 125 cafeteria plan), Treas. Reg. § 1.132-9, Q&A 14 provides that employees may change or revoke compensation reduction elections related to the qualified transportation fringe benefits under § 132(f) before the employee is able currently to receive the cash or other taxable amount at the employee's discretion (generally before the beginning of a pay period).

employer-sponsored health coverage to enroll in different health coverage offered by the same employer or drop their existing employer-sponsored health coverage to enroll in other health coverage not offered by their employer (for example, coverage offered by their spouse's employer). In addition, some employees may have an increase or decrease in medical expenses due to unanticipated changes in the need for or availability of medical care and may wish to increase or decrease amounts in their health FSAs. Further, some employees may have an increase or decrease in the need for dependent care assistance due to the unanticipated closure of schools and child care providers and changes to the employee's work location or schedule. Depending on an employee's circumstances, the exceptions set forth in Treas. Reg. § 1.125-4 may not apply with respect to election changes that employees may wish to request for employer-sponsored health coverage, health FSAs, and dependent care assistance programs for reasons related to the COVID-19 public health emergency.

#### **B. Health FSAs and Dependent Care Assistance Programs**

Under the carryover rule, a § 125 cafeteria plan may permit the carryover of unused amounts remaining in a health FSA as of the end of a plan year to pay or reimburse a participant for medical care expenses incurred during the following plan year, subject to the carryover limit (currently \$550). See Notice 2013-71, 2013-47 IRB 532, and Notice 2020-33, 2020-22 IRB \_\_\_\_\_. Under the grace period rule, a § 125 cafeteria plan may permit a participant to apply unused amounts (including amounts remaining in a health FSA or dependent care assistance program) at the end of a plan year to pay expenses incurred for those same qualified benefits during the period of up to two months and 15 days immediately following the end of the plan year. See

Notice 2005-42, 2005-1 C.B. 1204, and Prop. Treas. Reg. § 1.125-1(e). For a health FSA, a § 125 cafeteria plan may adopt a carryover or a grace period (or neither), but may not adopt both features. See Notice 2013-71.

Due to the nature of the public health emergency posed by COVID-19, in particular unanticipated changes in the availability of certain medical care and dependent care, employees may be more likely to have unused health FSA amounts or dependent care assistance program amounts (or have larger unused health FSA amounts or dependent care assistance program amounts) as of the end of plan years, or grace periods, ending in 2020 and may wish to have an extended period during which to apply their unused health FSA amounts or dependent care assistance program amounts to pay or reimburse medical care expenses or dependent care expenses.

### **C. Impact of Health FSA Reimbursements on Eligibility to Contribute to an HSA**

Section 223 permits eligible individuals to establish and contribute to health savings accounts (HSAs). Pursuant to § 223(c)(1)(A), an eligible individual is, with respect to any month, any individual if (i) such individual is covered under an HDHP as of the first day of such month, and (ii) such individual is not, while covered under an HDHP, covered under any health plan which is not an HDHP, and which provides coverage for any benefit which is covered under the HDHP. An HDHP is a health plan that satisfies the minimum annual deductible requirement and maximum out-of-pocket expenses requirement under § 223(c)(2)(A).

Coverage by a general purpose health FSA is coverage by a health plan that disqualifies an otherwise eligible individual from contributing to an HSA, although coverage by a limited purpose health FSA would not do so.<sup>2</sup> See Rev. Rul. 2004-45, 2004-1 C.B. 971. Similarly, a telemedicine arrangement generally constitutes a health plan or insurance that provides coverage before the minimum annual deductible is met, and provides coverage that is not disregarded coverage or preventive care, which would generally disqualify an otherwise eligible individual from contributing to an HSA. However, section 3701 of the CARES Act amended § 223 of the Code to temporarily allow HSA-eligible HDHPs to cover telehealth and other remote care services. See section IV.B. of this notice for more details.

### **III. RELIEF**

#### **A. Elections Under a § 125 Cafeteria Plan**

This notice provides temporary flexibility for § 125 cafeteria plans to permit employees to make certain prospective mid-year election changes for employer-sponsored health coverage, health FSAs, and dependent care assistance programs during calendar year 2020 that the plan chooses to permit. Specifically, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans (including limiting the period during which election changes may be made) to allow each employee who is eligible to make salary reduction contributions under the plan to make prospective

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<sup>2</sup> Notice 2005-86, 2005-49 IRB 1075 clarifies that coverage by a general purpose health FSA during a grace period is health coverage that disqualifies an otherwise eligible individual from contributing to an HSA during that period. However, Notice 2005-86 provides methods an employer can use to amend the health FSA for the grace period so it does not disqualify employees from contributing to an HSA during that period.

election changes (including an initial election) during calendar year 2020 regarding employer-sponsored health coverage, a health FSA, or a dependent care assistance program, regardless of whether the basis for the election change satisfies the criteria set forth in Treas. Reg. § 1.125-4. In particular, an employer may amend one or more of its § 125 cafeteria plans to allow employees to: (1) make a new election for employer-sponsored health coverage on a prospective basis, if the employee initially declined to elect employer-sponsored health coverage; (2) revoke an existing election for employer-sponsored health coverage and make a new election to enroll in different health coverage sponsored by the same employer on a prospective basis (including changing enrollment from self-only coverage to family coverage); (3) revoke an existing election for employer-sponsored health coverage on a prospective basis, provided that the employee attests in writing that the employee is enrolled, or immediately will enroll, in other health coverage not sponsored by the employer; (4) revoke an election, make a new election, or decrease or increase an existing election regarding a health FSA on a prospective basis; and (5) revoke an election, make a new election, or decrease or increase an existing election regarding a dependent care assistance program on a prospective basis.

To accept an employee's revocation of an existing election for employer-sponsored health coverage, the employer must receive from the employee an attestation in writing that the employee is enrolled, or immediately will enroll, in other comprehensive health coverage not sponsored by the employer. The employer may rely on the written attestation provided by the employee, unless the employer has actual knowledge that the employee is not, or will not be, enrolled in other comprehensive



health coverage not sponsored by the employer. The following is an example of an acceptable written attestation:

Name: \_\_\_\_\_ (and other identifying information requested by the employer for administrative purposes).

I attest that I am enrolled in, or immediately will enroll in, one of the following types of coverage: (1) employer-sponsored health coverage through the employer of my spouse or parent; (2) individual health insurance coverage enrolled in through the Health Insurance Marketplace (also known as the Health Insurance Exchange); (3) Medicaid; (4) Medicare; (5) TRICARE; (6) Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA); or (7) other coverage that provides comprehensive health benefits (for example, health insurance purchased directly from an insurance company or health insurance provided through a student health plan).

Signature: \_\_\_\_\_

An employer utilizing this relief under § 125 is not required to provide unlimited election changes but may, in its discretion, determine the extent to which such election changes are permitted and applied, provided that any permitted election changes are applied on a prospective basis only, and the changes to the plan's election requirements do not result in failure to comply with the nondiscrimination rules applicable to § 125 cafeteria plans. In determining the extent to which election changes are permitted and applied, an employer may wish to consider the potential for adverse selection of health coverage by employees. To prevent adverse selection of health coverage, an employer may wish to limit elections to circumstances in which an employee's coverage will be increased or improved as a result of the election (for example, by electing to switch from self-only coverage to family coverage, or from a low option plan covering in-network expenses only to a high option plan covering expenses in or out of network). Changes to the plan may also implicate other applicable laws,

such as notice requirements under Title I of the Employee Retirement Income Security Act of 1974, with which any changes should comply. With respect to mid-year election changes for employer-sponsored coverage, this relief applies to both employers sponsoring self-insured plans and employers sponsoring insured plans. With respect to health FSAs, this relief applies to all health FSAs, including limited purpose health FSAs compatible with HSAs. In addition, with respect to health FSAs and dependent care assistance programs, employers are permitted to limit mid-year elections to amounts no less than amounts already reimbursed.

This relief may be applied retroactively to periods prior to the issuance of this notice and on or after January 1, 2020, to address a § 125 cafeteria plan that, prior to the issuance of this notice, permitted mid-year election changes for employer-sponsored health coverage, health FSAs, or dependent care assistance programs that otherwise are consistent with the requirements for the relief provided in this notice.

**B. Extended Claims Period for Health FSAs and Dependent Care Assistance Programs**

This notice also provides flexibility for a § 125 cafeteria plan to provide an extended period to apply unused amounts remaining in a health FSA or dependent care assistance program to pay or reimburse medical care expenses or dependent care expenses. Specifically, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans to permit employees to apply unused amounts remaining in a health FSA or a dependent care assistance program as of the end of a grace period ending in 2020 or a plan year ending in 2020 to pay or reimburse expenses incurred for the same qualified benefit through December 31, 2020. For example, if an employer

sponsors a § 125 cafeteria plan with a health FSA that has a calendar year plan year and provides for a grace period ending on March 15 immediately following the end of each plan year, the employer may amend the plan to permit employees to apply unused amounts remaining in an employee's health FSA as of March 15, 2020, to reimburse the employee for medical care expenses incurred through December 31, 2020.<sup>3</sup> This relief applies to all health FSAs, including limited purpose health FSAs compatible with HSAs. However, health FSA amounts may only be used for medical care expenses, and dependent care assistance program amounts may only be used for dependent care expenses. The extension of time for incurring claims is available both to § 125 cafeteria plans that have a grace period, and plans that provide for a carryover, notwithstanding Notice 2013-71, which otherwise continues in effect and provides that health FSAs can either adopt a grace period or provide for a carryover amount but cannot have both. The following examples illustrate how a plan with a July 1 plan year that allows a \$500 carryover would implement the extended period for incurring claims allowed by this notice:

**Example 1.** Employer provides a health FSA under a § 125 cafeteria plan that allows a \$500 carryover for the 2019 plan year (July 1, 2019 to June 30, 2020). Pursuant to this notice and Notice 2020-33, Employer amends the plan to adopt a \$550 (indexed) carryover beginning with the 2020 plan year, and also amends the plan to adopt the temporary extended period for incurring claims with respect to the 2019 plan year, allowing for claims incurred prior to January 1, 2021, to be paid with respect to amounts from the 2019 plan year.

Employee A has a remaining balance in his health FSA for the 2019 plan year of \$2,000 on June 30, 2020, because a scheduled non-emergency procedure was postponed. For the 2020 plan year beginning July 1, 2020, Employee A elects to contribute \$2,000 to his health FSA. Employee A is able to reschedule the procedure before December 31,

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<sup>3</sup> Certain plans would not need the relief provided in this notice. For example, a plan with a plan year ending on or after October 31, 2020, continues to be able to provide a grace period of up to two months and 15 days, which would allow the reimbursement of claims incurred after December 31, 2020.

2020 and, between July 1, 2020 and December 31, 2020, incurs \$1,900 in medical care expenses. The health FSA may reimburse Employee A \$1,900 from the \$2,000 remaining in his health FSA at the end of the 2019 plan year, leaving \$100 unused from the 2019 plan year. Under the plan terms that provide for a carryover, Employee A is allowed to use the remaining \$100 in his health FSA until June 30, 2021, to reimburse claims incurred during the 2020 plan year. Employee A may be reimbursed for up to \$2,100 (\$2,000 contributed to the health FSA for the 2020 plan year plus \$100 carryover from the 2019 plan year) for medical care expenses incurred between January 1, 2021 and June 30, 2021. In addition, Employee A may carry over to the 2021 plan year beginning July 1, 2021 up to \$550 of any remaining portion of that \$2,100 after claims are processed for the 2020 plan year that began July 1, 2020. A grace period is not available for the plan year ending June 30, 2021.

**Example 2.** Same facts as Example 1, except that Employee B has a remaining balance in his health FSA for the 2019 plan year of \$1,250 on June 30, 2020. For the 2020 plan year beginning July 1, 2020, Employee B elects to contribute \$1,200 to his health FSA. Between July 1, 2020 and December 31, 2020, Employee B incurs \$600 in medical care expenses. The health FSA may reimburse Employee B \$600 from the \$1,250 remaining in his health FSA at the end of the 2019 plan year, leaving \$650 unused from the 2019 plan year. Under the plan terms, Employee B is allowed to use \$500<sup>4</sup> of the \$650 unused amount from the 2019 plan year to reimburse claims incurred during the 2020 plan year, and the remaining \$150 will be forfeited. Employee B may be reimbursed for up to \$1,700 (\$1,200 contributed to the health FSA for the 2020 plan year plus \$500 carryover from the 2019 plan year) for medical care expenses incurred between January 1, 2021 and June 30, 2021. In addition, Employee B may carry over to the 2021 plan year beginning July 1, 2021 up to \$550 of any remaining unused portion of that \$1,700 after claims are processed for the 2020 plan year that began July 1, 2020. A grace period is not available for the plan year ending June 30, 2021.

The extension of the period for incurring claims that may be reimbursed by the health FSA is an extension of coverage by a health plan that is not an HDHP for purposes of determining whether an eligible individual qualifies to make contributions to an HSA (except in the case of an HSA-compatible health FSA, such as a limited purpose health FSA). See section II.C. of this notice. Thus, an individual who had unused amounts remaining at the end of a plan year or grace period ending in 2020 and

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<sup>4</sup> The maximum unused amount remaining in a health FSA from a plan year beginning in 2019 allowed to be carried over to the immediately following plan year beginning in 2020 is \$500, whereas the maximum unused amount remaining in a health FSA from a plan year beginning in 2020 allowed to be carried over to the immediately following plan year beginning in 2021 is \$550 (20 percent of \$2,750, the indexed 2020 limit under § 125(i)). See Notice 2020-33.

who is allowed an extended period to incur expenses under a health FSA pursuant to a plan amended in accordance with this notice will not be eligible to contribute to an HSA during the extended period (except in the case of an HSA-compatible health FSA, including a health FSA that is amended to be HSA-compatible).

The relief set forth in this notice may be applied on or after January 1, 2020 and on or before December 31, 2020, provided that any elections made in accordance with this notice apply only on a prospective basis.

### **C. Plan Amendments**

An employer that decides to amend one or more of its § 125 cafeteria plans to provide for mid-year election changes for employer-sponsored health coverage, health FSAs, or dependent care assistance programs in a manner consistent with this notice or to provide for an extended period to apply unused amounts remaining in a health FSA or a dependent care assistance program to pay or reimburse medical care expenses or dependent care expenses in a manner consistent with this notice must adopt a plan amendment. In addition, an employer that decides to amend its health FSA to provide for an increase in the carryover of unused amounts to the following year in a manner consistent with Notice 2020-33, for the 2020 plan year or plan years thereafter, must adopt a plan amendment.

An amendment for the 2020 plan year must be adopted on or before December 31, 2021, and may be effective retroactively to January 1, 2020, provided that the § 125 cafeteria plan operates in accordance with this notice or Notice 2020-33 or both, as applicable, and the employer informs all employees eligible to participate in

the § 125 cafeteria plan of the changes to the plan. Any amendment adopted pursuant to this notice must apply only to mid-year elections made during calendar year 2020, or to an extended period to apply unused health FSA amounts or dependent care assistance program amounts for the payment or reimbursement of medical care expenses or dependent care expenses incurred through December 31, 2020.

#### **IV. MISCELLANEOUS**

##### **A. HDHPs and Application of Notice 2020-15**

Notice 2020-15 provides that a health plan that otherwise satisfies the requirements to be an HDHP under § 223(c)(2)(A) will not fail to be an HDHP merely because the health plan provides medical care services and items purchased related to testing for and treatment of COVID-19 prior to the satisfaction of the applicable minimum deductible. This notice clarifies that the relief provided in Notice 2020-15 regarding HDHPs and expenses related to testing for and treatment of COVID-19 applies with respect to reimbursements of expenses incurred on or after January 1, 2020. This notice further clarifies that the panel of diagnostic testing for influenza A & B, norovirus and other coronaviruses, and respiratory syncytial virus (RSV) and any items or services required to be covered with zero cost sharing under section 6001 of the Families First Coronavirus Response Act (P.L. 116-127, 134 Stat. 178 (March 18, 2020)), as amended by the CARES Act, are part of testing and treatment for COVID-19 for purposes of Notice 2020-15.

## **B. HDHPs and Application of Section 3701 of the CARES Act**

Section 3701 of the CARES Act amends § 223(c) of the Code to provide a temporary safe harbor for providing coverage for telehealth and other remote care services. As added by the CARES Act, § 223(c)(2)(E) of the Code allows HSA-eligible HDHPs to cover telehealth and other remote care services without a deductible or with a deductible below the minimum annual deductible otherwise required by § 223(c)(2)(A) of the Code. Section 3701 of the CARES Act also amends § 223(c)(1)(B)(ii) of the Code to include telehealth and other remote care services as categories of coverage that are disregarded for purposes of determining whether an individual who has other health plan coverage in addition to an HDHP is an eligible individual who may make tax-favored contributions to his or her HSA under § 223 of the Code. Thus, an otherwise eligible individual with coverage under an HDHP may also receive coverage for telehealth and other remote care services outside the HDHP and before satisfying the deductible of the HDHP and still contribute to an HSA. The amendments to § 223 of the Code under section 3701 of the CARES Act are effective March 27, 2020, and apply to plan years beginning on or before December 31, 2021. This notice provides that treatment of telehealth and other remote care services under section 3701 of the CARES Act applies with respect to services provided on or after January 1, 2020, with respect to plan years beginning on or before December 31, 2021. Therefore, for example, an otherwise eligible individual with coverage under an HDHP who also received coverage beginning February 15, 2020 for telehealth and other remote care services under an arrangement that is not an HDHP and before satisfying the deductible for the HDHP will not be disqualified from contributing to an HSA during 2020.

## **V. DRAFTING INFORMATION**

The principal author of this notice is Jennifer Solomon of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), though other Treasury Department and IRS officials participated in its development. For further information on the provisions of this notice, contact Jennifer Solomon at (202) 317-5500 (not a toll-free number).



# **ADDITIONAL RELIEF FOR CORONAVIRUS DISEASE (COVID-19) UNDER § 125 CAFETERIA PLANS**

Notice 2021-15

## **I. PURPOSE AND OVERVIEW**

This notice clarifies the application of § 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 (the Act), recently enacted as Division EE of the Consolidated Appropriations Act, 2021, Pub. L. 116-260, 134 Stat. 1182 (Dec. 27, 2020), which provides temporary special rules for health flexible spending arrangements (health FSAs) and dependent care assistance programs<sup>1</sup> under § 125 cafeteria plans.

As described more fully below, § 214 of the Act:

- Provides flexibility with respect to carryovers of unused amounts from the 2020 and 2021 plan years;
- Extends the permissible period for incurring claims for plan years ending in 2020 and 2021;
- Provides a special rule regarding post-termination reimbursements from health FSAs during plan years 2020 and 2021;
- Provides a special claims period and carryover rule for dependent care assistance programs when a dependent “ages out” during the COVID-19 public health emergency; and

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<sup>1</sup> Although § 214 of the Act refers to “dependent care flexible spending arrangements,” this notice uses the term “dependent care assistance programs.”

- Allows certain mid-year election changes for health FSAs and dependent care assistance programs for plan years ending in 2021.

This notice also provides additional relief with respect to mid-year elections for plan years ending in 2021. Specifically, with respect to employer-sponsored health coverage, a § 125 cafeteria plan may permit employees who are eligible to make salary reduction contributions under the plan to take any of the following actions for plan years ending in 2021: (1) make a new election on a prospective basis, if the employee initially declined to elect employer-sponsored health coverage; (2) revoke an existing election and make a new election to enroll in different health coverage sponsored by the same employer on a prospective basis; and (3) revoke an existing election on a prospective basis, provided that the employee attests in writing that the employee is enrolled, or immediately will enroll, in other health coverage not sponsored by the employer.

The notice also provides relief with respect to the effective date of amendments to § 125 cafeteria plans and health reimbursement arrangements (HRAs) to implement the expansion of allowed expenses for health FSAs and HRAs by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pub. L. 116-136, 134 Stat. 281 (March 27, 2020) to include over-the-counter drugs without prescriptions and menstrual care products.

## **II. BACKGROUND**

### **A. Elections Under a § 125 Cafeteria Plan**

Section 125(d)(1) of the Internal Revenue Code (Code) defines a § 125 cafeteria plan as a written plan maintained by an employer under which all participants are

employees, and all participants may choose among two or more benefits consisting of cash and qualified benefits. Subject to certain exceptions, § 125(f) defines a qualified benefit as any benefit which, with the application of § 125(a), is not includable in the gross income of the employee by reason of an express provision of the Code. Qualified benefits that may be provided under a § 125 cafeteria plan include, but are not limited to, employer-provided accident and health plans excludable under §§ 105(b) and 106, health FSAs excludable under §§ 105(b) and 106, and dependent care assistance programs excludable under § 129.

Elections regarding qualified benefits under a § 125 cafeteria plan generally must be irrevocable and must be made prior to the first day of the plan year, except as provided under Treas. Reg. § 1.125-4. Treas. Reg. § 1.125-4 provides that a § 125 cafeteria plan may permit an employee to revoke an election during a period of coverage and to make a new election under certain circumstances, such as if the employee experiences a change in status or there are significant changes in the cost of coverage. Section 125 does not require a § 125 cafeteria plan to permit the mid-year election changes allowed under Treas. Reg. § 1.125-4.

#### **B. Health FSAs and Dependent Care Assistance Programs – Carryovers and Grace Periods**

A § 125 cafeteria plan may permit the carryover of unused amounts remaining in a health FSA as of the end of a plan year to pay or reimburse a participant for medical care expenses incurred during the following plan year, subject to the carryover limit (the

carryover rule).<sup>2</sup> See Notice 2013-71, 2013-47 IRB 532, and Notice 2020-33, 2020-22 IRB 868. In the alternative, a § 125 cafeteria plan may permit a participant to apply unused amounts (including amounts remaining in a health FSA or dependent care assistance program) at the end of the plan year to pay expenses incurred for those same qualified benefits during a period of up to two months and 15 days immediately following the end of the plan year (the grace period rule). See Notice 2005-42, 2005-1 C.B. 1204, and Prop. Treas. Reg. § 1.125-1(e). For a health FSA, a § 125 cafeteria plan may adopt a carryover or a grace period (or neither) but may not adopt both features. See Notice 2013-71. Under generally applicable rules, without regard to § 214 of the Act, a § 125 cafeteria plan may not adopt a carryover for a dependent care assistance program.

In Notice 2020-29, 2020-22 IRB 864, the Department of the Treasury (Treasury Department) and the Internal Revenue Service (IRS) explained that, due to the nature of the COVID-19 public health emergency and unanticipated changes in the availability of certain medical care and dependent care, employees may be more likely to have unused health FSA amounts or dependent care assistance program amounts at the end of plan years, or grace periods, ending in 2020. To provide related relief, Notice 2020-29 extended, to the end of calendar year 2020, the period during which employees could be permitted to apply unused health FSA amounts and dependent care assistance program amounts remaining as of the end of a grace period or plan year

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<sup>2</sup> The maximum unused amount remaining in a health FSA from a plan year beginning in 2020 allowed to be carried over to the plan year beginning in 2021 is \$550 (20 percent of \$2,750, the indexed 2020 limit under § 125(i)).

ending in 2020 to pay or reimburse medical care expenses or dependent care expenses.

### **C. Impact of Health FSA Reimbursements on Eligibility to Contribute to an HSA**

Section 223 of the Code permits eligible individuals to establish and contribute to health savings accounts (HSAs). Pursuant to § 223(c)(1)(A), an eligible individual is, with respect to any month, any individual if (i) the individual is covered under a high deductible health plan (HDHP) as of the first day of the month, and (ii) the individual is not, while covered under an HDHP, covered under any health plan which is not an HDHP and which provides coverage for any benefit which is covered under the HDHP. An HDHP is a health plan that satisfies the minimum annual deductible requirement and maximum out-of-pocket expenses requirement under § 223(c)(2)(A). Coverage by a general purpose health FSA disqualifies an otherwise eligible individual from contributing to an HSA, although coverage by an HSA-compatible health FSA, such as a limited purpose health FSA or a post-deductible health FSA, would not do so.<sup>3</sup> See Rev. Rul. 2004-45, 2004-1 C.B. 971.

## **III. GUIDANCE RELATED TO SECTION 214 OF THE ACT**

### **A. Section 214 Carryovers for Health FSAs and Dependent Care Assistance Programs**

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<sup>3</sup> Notice 2005-86, 2005-49 IRB 1075, clarifies that coverage by a general purpose health FSA during a grace period is health coverage that disqualifies an otherwise eligible individual from contributing to an HSA during that period. However, Notice 2005-86 provides methods an employer can use to amend the health FSA for the grace period so it does not disqualify employees from contributing to an HSA during that period. For a more detailed discussion of these options, see section III.F. of this notice.

Section 214 of the Act temporarily increases flexibility for a § 125 cafeteria plan to provide a carryover of unused amounts remaining in a health FSA or dependent care assistance program to pay or reimburse medical care expenses or dependent care expenses in a subsequent plan year.<sup>4</sup> Specifically, § 214(a) of the Act provides that, for plan years ending in 2020, a plan that includes a health FSA or dependent care assistance program shall not fail to be treated as a cafeteria plan merely because the plan or arrangement permits participants to carry over (under rules similar to current rules for health FSAs) any unused benefits or contributions from that plan year to the plan year ending in 2021. Section 214(b) of the Act provides a similar rule for plan years ending in 2021, permitting the carryover of any unused benefits or contributions from that plan year to the plan year ending in 2022. (Collectively, the relief provided in § 214(a) and (b) of the Act related to carryovers is referred to in this notice as the § 214 carryover.) Thus, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans to provide a carryover of all or part of the unused amounts remaining in

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<sup>4</sup> Except as provided in § 214 of the Act, a § 125 cafeteria plan may not adopt a carryover for a dependent care assistance program.

a health FSA or a dependent care assistance program as of the end of a plan year ending in 2020 or 2021<sup>5</sup> to the immediately subsequent plan year.<sup>6</sup>

For example, if an employer sponsored a calendar year § 125 cafeteria plan in 2020 with a health FSA that provides for a \$550 carryover, the employer may amend the plan to carry over the entire unused amount remaining in an employee's health FSA as of December 31, 2020, to the 2021 plan year (even if that amount exceeds \$550). The employer also may amend the plan to carry over the entire unused amount remaining in an employee's health FSA as of December 31, 2021, to the 2022 plan year. This relief applies to all health FSAs, including HSA-compatible health FSAs, and also applies to all dependent care assistance programs. However, health FSA amounts may be used only for medical care expenses, and dependent care assistance program amounts may be used only for dependent care expenses. The § 214 carryover is available to § 125 cafeteria plans that currently have a grace period or provide for a

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<sup>5</sup> All amounts available on the last day of the 2020 or 2021 plan year are available to carry over, regardless of the source of the amounts. Thus, for example, a \$500 amount carried over from a 2019 calendar plan year to the 2020 calendar plan year that remains unused is available to be carried over to the 2021 calendar plan year, and a \$500 amount carried over from a 2019 non-calendar plan year to a 2020 non-calendar plan year that remains unused is available to be carried over to the 2021 non-calendar plan year. For employers with plan years or grace periods ending in 2020 that, pursuant to Notice 2020-29, adopted the extended claims period until December 31, 2020, amounts made available during that extended claims period that remain unused as of December 31, 2020, are available to be carried over pursuant to § 214 of the Act. However, if a plan did not provide for a carryover for its 2019 plan year, the extension of the runout period to submit 2019 claims for health FSAs until after the COVID-19 emergency period pursuant to the joint notice of relief, Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak, issued by the Treasury Department and the Department of Labor, under § 7508A(b) of the Code (85 FR 26351) does not otherwise permit the carryover of unused 2019 amounts to the 2020 plan year.

<sup>6</sup> An employer adopting the § 214 carryover may, in its discretion, require employees to enroll in the health FSA or dependent care assistance program with a minimum election amount to have access to the unused amounts from the prior plan year. See Q&A 24 of Notice 2015-87, 2015-52 IRB 889. If an employer adopts both the § 214 carryover from the 2020 calendar year to the 2021 plan year and the flexibility for mid-year election changes, and an employee later elects to participate in the health FSA or dependent care assistance program mid-year on a prospective basis, the § 214 carryover amount may be made available to reimburse employee expenses retroactive to January 1, 2021, as discussed in more detail in section III.E. of this notice.

carryover, as well as plans that currently do not have a grace period or provide for a carryover, notwithstanding Notice 2013-71, which otherwise continues in effect and provides that health FSAs can either adopt a grace period or provide for a carryover amount but cannot have both.<sup>7</sup> In addition, an employer may limit the carryover to an amount less than all unused amounts and may limit the carryover to apply only up to a specified date during the plan year.<sup>8</sup>

For purposes of determining whether an eligible individual qualifies to make contributions to an HSA, the carryover of unused amounts to the 2021 plan year or the 2022 plan year is an extension of the coverage by a health plan that is not an HDHP (except in the case of an HSA-compatible health FSA, such as a limited purpose health FSA). Therefore, an individual is not eligible to make contributions to an HSA during a month in which the individual participates in a general purpose health FSA to which unused amounts are carried over pursuant to § 214 of the Act.<sup>9</sup> See section III.F. of this notice for information regarding the conversion of a general purpose health FSA to an HSA-compatible health FSA to permit individuals with a health FSA carryover to qualify to make contributions to an HSA. Employers may also amend their plans to allow

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<sup>7</sup> For example, if a § 125 cafeteria plan provides for a carryover from the 2022 plan year to the 2023 plan year, the plan may not provide a grace period for the 2022 plan year.

<sup>8</sup> Amounts carried over or available during an extended period in accordance with § 214(c) of the Act are not taken into account in determining whether a health FSA satisfies the maximum benefit payable limit condition under the excepted benefits regulations (Treas. Reg. § 54.9831-1(c)(3)(v)). See Q&A 6 in FAQs About Affordable Care Act Implementation (Part XIX) (May 2, 2014), available at <https://www.dol.gov/sites/dolgov/files/EBSA/about-ebsa/our-activities/resource-center/faqs/aca-part-xix.pdf>.

<sup>9</sup> An individual continues to participate in the general purpose health FSA for the entire coverage period of the health FSA, even if the health FSA's funds are exhausted before the end of the coverage period, subject to the special rule for health FSA grace periods under § 223(c)(1)(B)(iii)(I).



employees, on an employee-by-employee basis, to opt out of the carryover to preserve their HSA eligibility.<sup>10</sup>

**B. Extended Claims Periods for Health FSAs and Dependent Care Assistance Programs, and Post-Termination Reimbursements from Health FSAs**

Section 214 of the Act temporarily provides flexibility for a § 125 cafeteria plan to provide an extended period to apply unused amounts remaining in a health FSA or dependent care assistance program to pay or reimburse medical care expenses or dependent care expenses, respectively. Specifically, § 214(c)(1) of the Act provides that a plan that includes a health FSA or dependent care assistance program shall not fail to be treated as a cafeteria plan merely because the plan or arrangement extends the grace period for a plan year ending in 2020 or 2021 to 12 months after the end of that plan year, with respect to unused benefits or contributions remaining in a health FSA or a dependent care assistance program.

Thus, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans to permit employees to apply any unused amounts remaining in a health FSA or a dependent care assistance program as of the end of a plan year ending in 2020 or 2021 to reimburse expenses incurred for the same qualified benefit (medical care or dependent care) up to 12 months after the end of the plan year. For example, if an employer sponsored a calendar year § 125 cafeteria plan in 2020 with a health FSA, the employer may amend the plan to permit employees to apply the entire unused

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<sup>10</sup> See Chief Counsel Advice memorandum 201413005 (Feb. 12, 2014), available at <https://www.irs.gov/pub/irs-wd/1413005.pdf>.

amount remaining in their health FSAs as of December 31, 2020, to reimburse employees for medical care expenses incurred through December 31, 2021.

In addition, § 214(c)(2) of the Act provides that a plan that includes a health FSA shall not fail to be treated as a cafeteria plan merely because the plan or arrangement allows (under rules similar to the rules applicable to dependent care assistance programs)<sup>11</sup> an employee who ceases participation in the plan during calendar year 2020 or 2021 to continue to receive reimbursements from unused benefits or contributions through the end of the plan year in which participation ceased (including any grace period, taking into account any modification of a grace period permitted under § 214(c)(1) of the Act).

The relief provided under § 214(c) of the Act applies to all health FSAs, including HSA-compatible health FSAs. An employer may choose to adopt an extended period for incurring claims that is less than 12 months, and an employer may choose to adopt a period that ends before the end of the plan year, during which employees who have ceased participation in a plan may continue to receive reimbursements. The extension of time for incurring claims pursuant to § 214(c)(1) of the Act is available to § 125 cafeteria plans that currently have a grace period or provide for a carryover, as well as plans that currently do not have a grace period or provide for a carryover, notwithstanding Notice 2013-71, which otherwise continues in effect and provides that health FSAs can either adopt a grace period or provide for a carryover amount but

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<sup>11</sup> See Prop. Treas. Reg. § 1.125-6(a)(4)(v), which provides that, at the employer's option, the written cafeteria plan may provide that dependent care expenses incurred after the date an employee ceases participation in the cafeteria plan (for example, after termination of employment) and through the last day of that plan year (or grace period immediately after that plan year) may be reimbursed from unused benefits, if all of the requirements of § 129 are satisfied.

cannot have both. Finally, health FSA amounts may be used only for medical care expenses, and dependent care assistance program amounts may be used only for dependent care expenses.

The extension of the period for incurring claims that may be reimbursed by a health FSA is an extension of the coverage by a health plan that is not an HDHP in determining whether an individual is eligible to make contributions to an HSA (except in the case of an HSA-compatible health FSA). Therefore, an individual is not eligible to make contributions to an HSA if the individual participates in a general purpose health FSA, including during any extended period in which the participant can incur claims pursuant to § 214(c) of the Act. This restriction on making contributions to an HSA if amounts remain available in a general purpose health FSA applies not only to current participants in the health FSA but also to individuals who remain eligible to incur claims but have ceased participation in the health FSA as the result of termination of employment, change in employment status, or a new election during calendar year 2020 or 2021. See section III.F. of this notice for information regarding the conversion of a general purpose health FSA to an HSA-compatible health FSA. Employers also are permitted to amend their plans to allow employees, on an employee-by-employee basis, to opt out of any extended period for incurring claims in plan years ending in 2021 and 2022, to preserve their HSA eligibility.

With respect to the extension of the period for incurring claims for an employee who ceases to be a participant, the employer, in its discretion, is permitted to limit the unused amounts in the health FSA to the amount of salary reduction contributions the employee had made from the beginning of the plan year in which the employee ceased

to be a participant up to the date the employee ceased to be a participant. This option is available for an employee who ceases to be a participant as the result of termination of employment, change in employment status, or a new election during calendar year 2020 or 2021. Finally, the extension period is limited to the end of the plan year in which participation ceased (including any grace period, taking into account any modification of a grace period permitted under § 214(c)(1) of the Act).

### **C. Interaction of § 214 Carryovers and Extended Periods for Incurring Claims**

As a practical matter, in most cases the flexibility provided by the § 214 carryover and the extension of grace periods under § 214(c)(1) of the Act provide the same relief, as both provisions allow all unused benefits remaining for plan years ending in 2020 and 2021 to be made available for the same benefit (medical care expenses or dependent care expenses) incurred in the immediately subsequent plan year ending in 2021 and 2022, respectively.<sup>12</sup> However, the relief available to employees may vary depending on whether an employer adopts either the extended grace period under § 214(c)(1) or the § 214 carryover, because the two types of relief interact differently with an extended period for incurring claims available under § 214(c)(2). An employer

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<sup>12</sup> Notice 2005-42 provides that unused amounts available during a grace period are forfeited at the end of the grace period; however, that is a function of the grace period being limited to 2½ months. Thus, under the rules providing for a 2½ month grace period, unused amounts from year 1 available during a grace period in year 2 are no longer available at the end of year 2 and cannot be made available for any subsequent grace period in year 3. In contrast, because § 214(c) of the Act provides for a 12-month grace period, it is possible that some or all of the unused amounts available in a grace period at the beginning of a plan year will remain available at the end of that plan year, in which case they may be made available in the next grace period. Specifically, amounts available on the last day of a plan year due to a 12-month grace period adopted pursuant to § 214(c) are not required to be forfeited, and the plan terms may allow the unused amounts to be made available for expenses incurred during a grace period in the following plan year.

that adopts a grace period under § 214(c)(1) may also allow employees who have ceased participation in a plan in an earlier plan year to further extend a period for incurring claims until the end of the subsequent plan year under § 214(c)(2), but this additional extended period for incurring claims is not available for employees who ceased participation in the earlier plan year and whose employers have adopted the § 214 carryover instead. Therefore, consistent with current guidance,<sup>13</sup> an employer may not amend its plan to adopt both the § 214 carryover and the extended grace period under § 214(c)(1) for a particular plan year for a particular health FSA or dependent care assistance program, and an amendment must specify which option is adopted for the applicable plan years.<sup>14</sup> See section III.H. of this notice for information regarding plan amendments. Subject to the nondiscrimination rules under §§ 125 and 129, an employer is permitted to adopt this relief for some, but not all, health FSA or dependent care assistance program participants.<sup>15</sup> Amounts carried over or available during an extended claims period will not be taken into account for purposes of the nondiscrimination rules applicable to § 125 cafeteria plans and to dependent care assistance programs under § 129.

The otherwise applicable rules regarding carryovers and grace periods will apply for plan years ending in or after 2022. For a plan that provides for a grace period for the

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<sup>13</sup> See Notice 2013-71.

<sup>14</sup> Note that, if an employer adopts a plan amendment pursuant to § 214 of the Act and this notice that provides that the amendment supersedes normal operations for the duration of the period for which the plan adopts the relief, an employer is not required to also delete an existing plan provision that provides for a \$550 carryover or a 2½ month grace period.

<sup>15</sup> An employer also may choose to adopt one type of relief, or no relief, under § 214 of the Act for a health FSA and a different type of relief, or no relief, for a dependent care assistance program. An employer that offers multiple health FSAs or dependent care assistance programs may also adopt differing relief for each particular health FSA or dependent care assistance program.

plan year ending in 2022, the grace period would allow a participant to use all unused amounts remaining at the end of the plan year ending in 2022 for expenses incurred during the first two and one-half months of the plan year ending in 2023. For a plan that provides for a carryover for the plan year ending in 2022, the carryover would allow the participant to use up to \$550 (or, if greater, 20 percent of the indexed contribution limit under § 125(i)) of unused amounts remaining at the end of the 2022 plan year for expenses incurred during any month of the plan year ending in 2023. In accordance with the otherwise applicable rules, for plan years ending in or after 2022, the carryover is available only for a health FSA and is not available for a dependent care assistance program. The following examples illustrate the application of these rules and assume that the applicable carryover limit continues to be \$550 for all relevant periods:

**Example 1.** Employer provides a health FSA under a calendar year § 125 cafeteria plan that allows a \$550 carryover from one plan year to the next. Pursuant to § 214 of the Act, Employer amends the plan to adopt a 12-month temporary extended period for incurring claims with respect to the 2020 plan year, allowing for claims incurred on or after January 1, 2021, but prior to January 1, 2022, to be paid with amounts remaining from the 2020 plan year.

As of December 31, 2020, Employee A has a remaining balance of \$2,000 in a health FSA for the 2020 plan year. For the 2021 plan year, Employee A elects to contribute \$2,000 to a health FSA. Between January 1, 2021 and December 31, 2021, Employee A incurs \$3,300 in medical care expenses. The health FSA may reimburse Employee A \$3,300, leaving \$700 in the health FSA as of December 31, 2021.

Pursuant to § 214 of the Act, Employer amends the plan to adopt the temporary extended period for incurring claims with respect to the 2021 plan year, allowing for claims incurred on or after January 1, 2022, but prior to January 1, 2023, to be paid with amounts remaining at the end of the 2021 plan year. For the 2022 plan year, Employee A elects to contribute \$1,500 to a health FSA. Between January 1, 2022, and December 31, 2022, Employee A incurs \$1,200 in medical care expenses. The health FSA may reimburse Employee A \$1,200, leaving \$1,000 in the health FSA as of December 31, 2022. Under the plan terms that provide for a \$550 carryover from the 2022 plan year to the 2023 plan year, Employee A is allowed to use \$550 of the remaining \$1,000 in the health FSA during the 2023 plan year to reimburse expenses incurred on or after January 1, 2023, and before January 1, 2024. The \$450 remaining

as of December 31, 2022, is forfeited. A 2½ month grace period is not available for the plan year ending December 31, 2023, because the plan provides for a carryover.

**Example 2.** Employer provides a health FSA under a non-calendar year (July 1 to June 30) § 125 cafeteria plan that allows a \$550 carryover from one plan year to the next. Pursuant to § 214 of the Act, Employer amends the plan to adopt a 12-month temporary extended period for incurring claims with respect to the 2020 plan year, allowing claims incurred on or after July 1, 2021, but prior to July 1, 2022, to be paid with amounts from the 2020 plan year (which ends on June 30, 2021).

For the 2020 plan year, Employee B elects to contribute \$1,800 to a health FSA. As of June 30, 2021, Employee B has a remaining balance in the health FSA for the 2020 plan year of \$1,800. For the 2021 plan year, Employee B elects to contribute \$1,000 to a health FSA. Between July 1, 2021, and June 30, 2022, Employee B incurs \$2,000 in medical care expenses. The health FSA may reimburse Employee B \$2,000, leaving \$800 in the health FSA as of June 30, 2022. Under the plan terms that provide for a carryover, Employee B is allowed to use \$550 of the remaining \$800 in the health FSA during the 2022 plan year to reimburse expenses incurred on or after July 1, 2022, but prior to July 1, 2023. The \$250 remaining as of June 30, 2022, is forfeited. A 2½ month grace period is not available for the plan year ending June 30, 2022, because the plan provides for a carryover.

**Example 3.** Employer provides a dependent care assistance program under a calendar year § 125 cafeteria plan. Pursuant to § 214 of the Act, Employer amends the plan to adopt a 12-month temporary extended period for incurring claims with respect to the 2020 plan year, allowing for claims incurred on or after January 1, 2021, but prior to January 1, 2022, to be paid with amounts remaining from the 2020 plan year.

As of December 31, 2020, Employee C has a remaining balance of \$4,000 in a dependent care assistance program for the 2020 plan year. For the 2021 plan year, Employee C elects to contribute \$3,000 to a dependent care assistance program. Between January 1, 2021, and December 31, 2021, Employee C incurs \$6,000 in dependent care expenses. The dependent care assistance program may reimburse Employee C \$6,000, leaving \$1,000 in the dependent care assistance program as of December 31, 2021.

Pursuant to § 214 of the Act, Employer amends the plan to adopt a 12-month temporary extended period for incurring claims with respect to the 2021 plan year, allowing for claims incurred on or after January 1, 2022, but prior to January 1, 2023, to be paid with amounts remaining at the end of the 2021 plan year. For the 2022 plan year, Employee C elects to contribute \$2,000 to a dependent care assistance program. Between January 1, 2022, and December 31, 2022, Employee C incurs \$2,800 in dependent care expenses. The dependent care assistance program may reimburse Employee C \$2,800, leaving \$200 in the dependent care assistance program as of December 31, 2022. A carryover is not available for a dependent care assistance program from the 2022 plan year to the 2023 plan year. Employer adopts a 2½ month

grace period for the 2022 plan year, during which the \$200 remaining as of December 31, 2022, may be applied to reimburse dependent care expenses incurred during the grace period.

#### **D. Special Age Limit Relief Applicable to Carryover Relief for Dependent Care Assistance Programs**

Section 214(d)(1) of the Act provides that in the case of certain employees, § 21(b)(1)(A) of the Code shall be applied by substituting “age 14” for “age 13” for purposes of determining the dependent care assistance which may be paid or reimbursed during (A) the last plan year with respect to which the end of the regular enrollment period for such plan year was on or before January 31, 2020, and (B) in the case of an employee who has an unused balance in a dependent care assistance program for such plan year (determined as of the close of the last day on which, under the terms of the plan, claims for reimbursement may be made with respect to such plan year), the subsequent plan year.<sup>16</sup> Regarding the subsequent plan year, § 214(d)(2) of the Act provides that § 214(d)(1) shall only apply to so much of the amounts paid for dependent care assistance with respect to the dependents referred to in § 214(d)(3)(B)(ii) as does not exceed the unused balance described in § 214(d)(3)(B)(ii).

Only certain employees are eligible for this relief. Section 214(d)(3) of the Act provides that, for purposes of this relief, the term “eligible employee” means any

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<sup>16</sup> Section 129(a) generally excludes from an employee’s gross income amounts paid or incurred by the employer for “dependent care assistance” provided to the employee if the assistance is furnished pursuant to a dependent care assistance program. Section 129(e) provides that “dependent care assistance” means the payment of, or provision of, those services, which if paid for by the employee would be considered employment-related services under § 21(b)(2). Generally, and assuming the requirements of §§ 21 and 129 otherwise are satisfied, “dependent care assistance” includes expenses incurred for the care of a dependent child who is under age 13 that enable an employee to be gainfully employed.



employee who (A) is enrolled in a dependent care assistance program for the last plan year with respect to which the end of the regular enrollment period for the plan year was on or before January 31, 2020, and (B) has one or more dependents (as defined in § 152(a)(1) of the Code) who attain the age of 13 either (i) during that plan year, or (ii) in the case of an employee who (after the application of § 214 of the Act) has unused dependent care amounts for that plan year (determined as of the close of the last day on which, under the terms of the plan, claims for reimbursement may be made with respect to that plan year), during the subsequent plan year. Thus, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans<sup>17</sup> in accordance with § 214(d) of the Act.<sup>18</sup>

This special age limit relief for certain dependents is separate from the general carryover and extended claims periods relief available under § 214(a), (b) and (c) of the Act. An employer that adopts the special age limit relief provided in § 214(d)(3)(B)(ii) of the Act is *not* required to adopt the carryover provided in § 214(a) of the Act or an extended period for incurring claims (for example, the relief provided in § 214(c)(1) of the Act) in order to adopt the special age limit relief. Thus, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans to adopt any or all of the relief provided in § 214 of the Act, and an employer that adopts any or all of the relief provided in § 214(a), (b) and (c) of the Act is not required to adopt the special age limit relief provided in § 214(d) of the Act, and vice-versa.

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<sup>17</sup> References in this notice to amendments to § 125 cafeteria plans include any necessary amendments to plans under § 129, as applicable.

<sup>18</sup> Without regard to § 214 of the Act, employers are permitted to limit reimbursable expenses to expenses incurred for the care of a dependent child who is under age 13 or who is under a specified age that is less than age 13.

If an employer sponsors a § 125 cafeteria plan with a dependent care assistance program and amends the plan to substitute “under age 14” for “under age 13” for purposes of determining the dependent care assistance expenses that may be paid or reimbursed, then all amounts from the most recent plan year with respect to which the end of the regular enrollment period was on or before January 31, 2020, may be applied to dependent care expenses for a dependent who attained age 13 during that plan year. In addition, employers may allow employees to carry over all unused amounts from that plan year (the first plan year) to reimburse dependent care expenses during the subsequent plan year for a dependent that attained age 13 during the first plan year (until that dependent attains age 14) and for a dependent who attains age 13 during the subsequent plan year. This special age limit relief for dependent care assistance programs does not apply to any unused amounts carried over from the subsequent plan year. This special age limit relief rule also does not permit an employer to reimburse expenses for a child who is age 14 years or older.

**Example 1.** Employer provides a dependent care assistance program under a § 125 cafeteria plan with a non-calendar plan year. The regular enrollment period for the 2020 plan year (March 1, 2020, through February 28, 2021) ended on January 31, 2020. Employee elected to enroll in the dependent care assistance program for the 2020 plan year, electing to contribute the maximum \$5,000 allowed. Employee’s Dependent turns age 13 on February 1, 2021. As of January 31, 2021, Employee has incurred no qualifying expenses for the 2020 plan year. However, Employee anticipates incurring dependent care expenses during February 2021, which is during the 2020 plan year.

Employer amends its § 125 cafeteria plan by substituting “under age 14” for “under age 13” for the 2020 and 2021 plan years, making that change applicable to all amounts permitted under § 214(d) of the Act, and does not adopt any other relief provided by § 214 of the Act. Employee incurs \$5,000 in dependent care expenses in February 2021 for Dependent, who at that time is age 13. The \$5,000 in dependent care expenses may be reimbursed by the dependent care assistance program for the 2020 plan year.

**Example 2.** Employer provides a dependent care assistance program under a § 125 cafeteria plan with a non-calendar plan year. The regular enrollment period for the 2020 plan year (March 1, 2020, through February 28, 2021) ended on January 31, 2020. Employee elected to enroll in the dependent care assistance program for the 2020 plan year, electing to contribute \$4,000. Employee's Dependent turns age 13 on February 1, 2021. As of January 31, 2021, Employee has incurred no qualifying expenses for the 2020 plan year. However, Employee anticipates incurring dependent care expenses during the summer of 2021, which is during the 2021 plan year.

Employer amends its § 125 cafeteria plan to adopt the relief provided by § 214(d) of the Act by substituting "under age 14" for "under age 13" for the 2020 and 2021 plan years, making that change applicable to all amounts permitted under § 214(d) of the Act. Employer allows employees until the end of the next plan year to incur claims and does not adopt any other relief provided by § 214 of the Act. Employee elects to contribute \$500 for the 2021 plan year. Employee incurs \$4,200 in dependent care expenses from June through August 2021 for Dependent, who during that time is age 13. For the 2021 plan year (March 1, 2021, through February 28, 2022), \$4,000 of the \$4,200 in dependent care expenses may be reimbursed by the dependent care assistance program for Dependent. (\$4,000 is the unused amount from the 2020 plan year that may be applied to reimburse dependent care expenses during the subsequent plan year for a dependent that attained age 13 during the preceding plan year, until that dependent attains age 14, so the remaining \$200 in dependent care expenses for Dependent may not be reimbursed.) Employee does not incur any other dependent care expenses during the 2021 plan year. The \$500 remaining in the dependent care assistance program as of February 28, 2022, is forfeited.

## **E. Elections Under a § 125 Cafeteria Plan**

Section 214 of the Act provides that § 125 cafeteria plans may permit employees to make prospective mid-year election changes for health FSAs and dependent care assistance programs for plan years ending in 2021. Specifically, § 214(e) of the Act provides that for plan years ending in 2021, a plan that includes a health FSA or dependent care assistance program shall not fail to be treated as a cafeteria plan merely because the plan or arrangement allows an employee to make an election to modify prospectively the amount (but not in excess of any applicable dollar limitation) of the employee's contributions to the arrangement (without regard to any change in status). Thus, an employer, in its discretion, may amend one or more of its § 125

cafeteria plans to allow each employee who is eligible to make salary reduction contributions under the plan to make prospective election changes for plan years ending in 2021 regarding a health FSA or dependent care assistance program, regardless of whether the basis for the election change satisfies the criteria set forth in Treas. Reg. § 1.125-4. In particular, subject to the limitations discussed later in this section, an employer may amend one or more of its § 125 cafeteria plans to allow employees, on a prospective basis, to (1) revoke an election, make one or more elections, or increase or decrease an existing election, for plan years ending in 2021 regarding a health FSA, or (2) revoke an election, make one or more elections, or increase or decrease an existing election, for plan years ending in 2021 regarding a dependent care assistance program. Prospective election changes may include an initial election to enroll in a health FSA or dependent care assistance program for the year, for example, to gain use of the § 214 carryover or extended period for incurring claims pursuant to § 214 of the Act if the employee initially declined to enroll in the health FSA or dependent care assistance program for the year. An employer adopting this relief may limit the period during which election changes may be made.

In addition, similar to relief provided by Notice 2020-29, an employer may amend one or more of its § 125 cafeteria plans to allow employees to: (1) make a new election for employer-sponsored health coverage<sup>19</sup> on a prospective basis, if the employee initially declined to elect employer-sponsored health coverage; (2) revoke an existing election for employer-sponsored health coverage and make a new election to enroll in different health coverage sponsored by the same employer on a prospective basis

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<sup>19</sup> The term “health coverage” in this notice refers to health, dental, or vision coverage.

(including changing enrollment from self-only coverage to family coverage);<sup>20</sup> (3) revoke an existing election for employer-sponsored health coverage on a prospective basis, provided that the employee attests in writing that the employee is enrolled, or immediately will enroll, in other health coverage not sponsored by the employer.

To accept an employee's revocation of an existing election for employer-sponsored health coverage when the employee does not make a new election to enroll in different health coverage sponsored by the employer, the employer must receive from the employee an attestation in writing that the employee is enrolled, or immediately will enroll, in other comprehensive health coverage not sponsored by the employer.<sup>21</sup> The employer may rely on the written attestation provided by the employee, unless the employer has actual knowledge that the employee is not, or will not be, enrolled in other comprehensive health coverage not sponsored by the employer. The following is an example of an acceptable written attestation:

Name: \_\_\_\_\_ (and other identifying information requested by the employer for administrative purposes).

I attest that I am enrolled in, or immediately will enroll in, one of the following types of coverage: (1) employer-sponsored health coverage through the employer of my spouse or parent; (2) individual health insurance coverage enrolled in through the Health Insurance Marketplace (also known as the Health Insurance Exchange); (3) Medicaid; (4) Medicare; (5) TRICARE; (6) Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA); or (7) other coverage that provides comprehensive

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<sup>20</sup> The ability to amend a plan to allow an employee to revoke an existing election for employer-sponsored health coverage and make a new election to enroll in different health coverage sponsored by the same employer may include allowing employees to change from one type of health plan (such as a health maintenance organization (HMO)) to another (such as a preferred provider organization (PPO)). An employer also may choose to limit the ability of employees to change from one type of health plan to another. For example, an employer may choose to restrict the election to allow employees to change only from a narrow network plan to a broader network plan or to allow only employees who previously elected a particular plan to elect to move to a different plan.

<sup>21</sup> An employee revoking an existing election for comprehensive health coverage may not revoke the election by attesting to enrollment in coverage solely for dental or vision benefits.

health benefits (for example, health insurance purchased directly from an insurance company or health insurance provided through a student health plan).

Signature: \_\_\_\_\_

An employer using the relief provided under § 214(e) of the Act and this notice is not required to provide unlimited election changes but may, in its discretion, determine the extent to which election changes are permitted, provided that any permitted election changes are applied on a prospective basis only (with the exception of elections related to previously contributed amounts as part of the relief provided under § 214(a), (b) and (c)(1) of the Act, as discussed elsewhere in this section III.E.). In addition, except for changes in election requirements that, pursuant to § 214(a), (b), (c) and (d) of the Act, allow employees to carry over amounts, have amounts available during an extended claims period, or have amounts available to reimburse dependent care expenses for certain dependents who attain age 13, as described in sections III.A. through D. of this notice, any change to the plan's election requirements may not result in the failure of the plan to comply with the nondiscrimination rules applicable to § 125 cafeteria plans. In determining the extent to which election changes are permitted and applied, an employer may wish to consider the potential for adverse selection of health coverage by employees. To prevent this result, an employer may wish to limit elections to circumstances in which an employee's coverage will be increased or improved as a result of the election (for example, by electing to switch from self-only coverage to family coverage, or from a low option plan covering in-network expenses only to a high option plan covering expenses in or out of network).

With respect to mid-year election changes for employer-sponsored coverage, this relief applies both to employers sponsoring self-insured plans and to employers sponsoring insured plans. With respect to health FSAs, this relief applies to all health FSAs, including HSA-compatible health FSAs. In addition, with respect to health FSAs and dependent care assistance programs, employers are permitted to limit mid-year election changes to amounts no less than amounts already reimbursed and to certain types of mid-year election changes, such as decreases in elections only. Employers also are permitted to allow mid-year election changes without a status change<sup>22</sup> up to a certain date during the plan year but require a status change after that date (for example, no status change is required if an election is changed before March 31, 2021, but a status change is required if an election is changed after that date), and to limit the number of election changes during the plan year that are not associated with a status change (for example, allow only one election change in the 2021 plan year without a status change). Although salary reductions may be applied only prospectively under any revised election, employers may allow amounts available under the health FSA or dependent care assistance program after the revised election to be used for any medical care expense or dependent care expense, respectively, incurred on or after January 1, 2021, through the end of a plan year ending in 2021. Amounts available after the revised election may include contributions, carryover amounts, and amounts available under an extended period for incurring claims. This relief extends to expenses incurred by employees who were not enrolled in the health FSA or dependent care assistance program on January 1, 2021. This relief does not allow unused amounts to

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<sup>22</sup> See Treas. Reg. § 1.125-4.

be paid to an employee in cash or paid to an employee in the form of any taxable or nontaxable benefit without regard to whether the employee incurs medical care expenses or dependent care expenses during the period of coverage.

If an employer adopts the § 214 carryover or the extended period for incurring claims permitted by § 214(c)(1) of the Act, the annual limits under §§ 125(i) and 129(a) apply to amounts contributed to a health FSA or dependent care assistance program for a particular year, and not to amounts reimbursed or otherwise available for reimbursement from a health FSA or dependent care assistance program in a particular plan or calendar year. Thus, unused amounts carried over from prior years or available during an extended period for incurring claims are not taken into account in determining the annual limit applicable for the following year.

If a health FSA or dependent care assistance program election is revoked, the treatment of amounts previously contributed to a § 125 cafeteria plan on a pre-tax basis to fund a health FSA or dependent care assistance program are subject to the terms of the plan, which must apply uniformly to all participants in the plan. The plan may provide that amounts contributed before the election is revoked remain available to reimburse medical care expenses or dependent care expenses incurred for the rest of the plan year. Alternatively, the plan may provide that if the election is revoked, amounts contributed before the revocation will be available only to reimburse eligible expenses incurred before the revocation takes effect (and not later incurred expenses), or that amounts contributed before the revocation will be forfeited. An employer, in its discretion, may allow employees to elect to revoke elections under a health FSA or dependent care assistance program as of a future specified date.



Regarding health FSAs, if the plan provides that revocation of the election terminates participation in the health FSA, and that no subsequent reimbursements will be available under the health FSA regardless of when the expense is incurred, following the revocation, the health FSA will no longer be treated as health coverage that disqualifies an otherwise eligible individual from contributing to an HSA. In that case, an otherwise eligible individual may begin contributing to an HSA as soon as the termination of participation (including the lack of continued availability of reimbursements in the health FSA) is effective. Similarly, if under the terms of the plan, the health FSA reimburses only expenses incurred before the date of the revocation, following the revocation, the health FSA will not be treated as health coverage that disqualifies an otherwise eligible individual from contributing to an HSA for months after the date of the revocation and an otherwise eligible individual may begin contributing to an HSA.

**Example 1.** During the regular enrollment period for the 2021 calendar plan year, employee elects to contribute \$1,200 to a health FSA for the year. The plan allows the employee to revoke or change the election by March 1, 2021. The employee makes a prospective election to revoke the election effective March 1, at which time the employee has contributed \$200 to the health FSA. Under the terms of the plan, amounts contributed before the revocation of the election remain available to reimburse medical care expenses incurred for the rest of the plan year and, therefore, the employee may use the \$200 previously contributed to the health FSA to reimburse medical care expenses incurred throughout 2021. Consequently, the employee has coverage by the health FSA for 2021 and will not be eligible to contribute to an HSA for calendar year 2021 even if otherwise eligible (that is, covered by an HDHP), unless the plan allows the employee to opt out of this extended period for incurring claims, and the employee opts out of this period.

**Example 2.** During the regular enrollment period for the 2021 calendar plan year, Employee elects to contribute \$1,200 to a health FSA for the year. The plan allows the employee to revoke or change the election by March 1, 2021. The employee makes a prospective election to revoke the election effective March 1, at which time the employee has contributed \$200 to the health FSA. Under the terms of the plan, revocation of the election means that the employee may use the \$200 that was

contributed to the health FSA prior to March 1 to reimburse only medical care expenses incurred prior to March 1. The coverage during January and February will not make the employee ineligible to contribute to an HSA during the rest of the plan year if otherwise eligible.

#### **F. Changes Between HSA-compatible and General Purpose Health FSAs and HSA Contributions**

Under the relief provided by this notice and § 214 of the Act, § 125 cafeteria plans may be amended to allow an employee to make a mid-year election to be covered by a general purpose health FSA for part of the year and an HSA-compatible health FSA for part of the year.<sup>23</sup> Eligibility to contribute to an HSA is determined on a month-by-month basis under § 223 of the Code. If an employee begins the year with an HSA-compatible health FSA and is otherwise an eligible individual under § 223(c)(1) and then elects coverage under a general purpose health FSA, the employee's permissible HSA contribution is based on the number of months that the employee was covered under the HSA-compatible health FSA and an HDHP and was otherwise an eligible individual. Only those expenses both allowed by the HSA-compatible health FSA and incurred during the months in which the employee was covered by the HSA-compatible health FSA may be reimbursed by that health FSA. Although unused amounts in the HSA-compatible health FSA may be added to the general purpose health FSA, the general purpose health FSA may reimburse only allowable medical care expenses incurred after the change in coverage.

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<sup>23</sup> In addition, employers are permitted to amend their plans to offer employees a choice between an HSA-compatible health FSA or general purpose health FSA during the period to which the § 214 carryover or the extended period for incurring claims applies, on an employee-by-employee basis. Also, employers are permitted to implement a plan design in which employees who elect an HDHP are automatically enrolled in an HSA-compatible health FSA. To the extent changes result in an employee being ineligible for an HSA mid-year on a prospective basis, the employee would not be rendered HSA-ineligible for the earlier part of the plan year.

If an employee begins the year with a general purpose health FSA and then elects coverage by an HDHP and an HSA-compatible health FSA, the employee's permissible HSA contribution is based on the number of months that the employee is an eligible individual.<sup>24</sup> Any allowable medical care expense incurred during the months before the change in coverage may be reimbursed by the general purpose health FSA. Although unused amounts in the general purpose health FSA may be added to the HSA-compatible health FSA, only expenses both allowed by the HSA-compatible health FSA and incurred during months after the change in coverage may be reimbursed by the HSA-compatible health FSA.

Finally, if an employee is covered under an HDHP at the beginning of the plan year without a health FSA and then elects coverage by a plan that is not an HDHP and coverage by a health FSA that can be used to reimburse medical expenses incurred while the employee was covered by the HDHP, the health FSA must be operated as an HSA-compatible health FSA for the months that the employee was otherwise an eligible individual under § 223(c)(1) in order for the employee to contribute to an HSA with respect to those months. Therefore, only the expenses both allowed by an HSA-compatible health FSA and incurred during those months before the change may be reimbursed. For months after the change in coverage, the health FSA may be operated as a general purpose health FSA and may reimburse any allowable medical care expense incurred during that later period.

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<sup>24</sup> Alternatively, pursuant to § 223(b)(8), an employee that is an eligible individual during the last month of the year will be treated for purposes of the HSA contribution limitation as having been an eligible individual for the entire year, even if the individual was not otherwise an eligible individual for the entire year, provided, generally, that the eligible individual remains an eligible individual (including through enrollment in an HDHP) for the entire next year.

In each of these cases, the maximum reimbursements for the combined health FSAs for the year are limited to the amount of salary reduction elected for the year (subject to the \$2,750 limit under § 125(i) of the Code (as indexed)) plus any available unused amounts from prior years (including unused amounts carried over or available due to plan amendments under § 214 of the Act) and any nonelective employer contributions.

### **G. Interaction with COBRA**

In certain circumstances, § 4980B permits qualified beneficiaries who lose coverage under a group health plan, including under a health FSA, to elect continuation health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA continuation coverage). See Treas. Reg. § 54.4980B-2, Q&A 8. For COBRA purposes, a qualified beneficiary generally includes the covered employee, the spouse of the covered employee, or the dependent child of the covered employee, if the employee had coverage under the plan on the day before the employee experiences a qualifying event and would have a loss of coverage but for the COBRA continuation coverage. See § 4980B(g) and Treas. Reg. § 54.4980B-3, Q&A 1. For COBRA purposes, a qualifying event includes certain events, such as the termination of the employee or a reduction of hours, that would result in a loss of coverage but for the COBRA continuation coverage, and a loss of coverage means ceasing to be covered under the same terms and conditions as in effect immediately before a qualifying event. See § 4980B(f)(3) and Treas. Reg. § 54.4980B-4, Q&A 1. If an individual is otherwise a qualified beneficiary with respect to coverage by a health FSA, a limited extension of coverage to the individual pursuant to § 214(c)(2) of the Act will not prevent the

individual from having a loss of coverage resulting in a qualifying event (for example, by termination of employment or reduction in hours of a covered employee), and the relevant employer will be required to provide a notice of the right to elect COBRA continuation coverage to the individual.<sup>25</sup>

For example, if an employer allows an employee who ceases to be a participant as the result of termination of employment or change in employment status to be reimbursed for expenses incurred after the termination or reduction in hours through access to the amount of salary reduction contributions that have been made as of the date the employee ceased being a participant, this event would constitute a COBRA qualifying event subject to notice requirements. As a further example, if an employee elected to contribute \$2,400 to a health FSA, terminated employment on January 31 after making \$200 in salary reduction contributions, and as a result of the termination was no longer permitted to contribute to the health FSA other than by electing COBRA continuation coverage, the employer may allow the employee to request reimbursement for up to \$200, or the employee may elect COBRA continuation coverage to have access to \$2,400 by paying the applicable COBRA premium of \$200 per month on an after-tax basis.

Nonetheless, regardless of whether an individual is offered or elects COBRA continuation coverage, if an employer allows the individual the limited extension of coverage pursuant to § 214(c)(2) of the Act, the health FSA may reimburse expenses

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<sup>25</sup> An individual who ceases to be covered by a health FSA due to an election to revoke participation in a health FSA, while qualifying for the limited extension of coverage pursuant to § 214(c)(2) of the Act, would not have a qualifying event satisfying the requirement to be a qualified beneficiary. See Treas. Reg. § 54.4980B-4, Q&A 1.

incurred after the termination of participation and through the end of the plan year. The health FSA also may reimburse expenses incurred during any period to which unused amounts are carried over or during any grace period provided under the plan.

Additionally, if an employer adopts a § 214 carryover or extended period for incurring claims pursuant to § 214(c)(1) of the Act, the maximum amount that a health FSA may require to be paid as the applicable COBRA premium does not include unused amounts carried over or available during the extended period for incurring claims. Thus, if a qualified beneficiary is allowed a § 214 carryover to a later plan year or an extended period for incurring claims, the applicable COBRA premium payable to provide access to the carryover amounts or the amounts attributable to the extended period for incurring claims for that later year or for the extended period for incurring claims is zero. See Q&A 23 of Notice 2015-87. In addition, amounts carried over or available during the extended period for incurring claims are included in the amount of the benefit that a qualified beneficiary is entitled to receive during the remainder of a plan year in which a qualifying event occurs. See Q&A 21 of Notice 2015-87.

Finally, notwithstanding the special rule of § 214(c)(2) of the Act, an employer is not required to allow individuals who cease participation in the plan to continue to receive reimbursements from unused benefits in a health FSA if the individual does not qualify for and elect COBRA continuation coverage. An employer is not obligated to amend its plan to make the relief permitted under § 214(c)(2) of the Act available to all employees. Instead, employees for whom the extension of coverage under § 214(c)(2) of the Act is unavailable remain eligible to elect COBRA, as do employees for whom the extended coverage is available.

## **H. Plan Amendments**

An employer that decides to implement the relief provided under § 214 of the Act for one or more of its § 125 cafeteria plans (including plans that do not currently have a grace period or permit a carryover) must adopt a plan amendment to do so.

Section 214(g) of the Act provides that a plan that includes a health FSA or dependent care assistance program shall not fail to be treated as a cafeteria plan merely because the plan or arrangement is amended pursuant to a provision under § 214 of the Act and the amendment is retroactive, if (1) the amendment is adopted not later than the last day of the first calendar year beginning after the end of the plan year in which the amendment is effective, and (2) the plan or arrangement is operated consistent with the terms of the amendment during the period beginning on the effective date of the amendment and ending on the date the amendment is adopted. For example, if an employer sponsors a calendar year § 125 cafeteria plan with a health FSA that provides for a \$550 carryover (from 2020 to 2021) and amends the plan to carry over the entire unused amount remaining in employees' health FSAs as of December 31, 2020, to the 2021 plan year, the amendment must be adopted by December 31, 2021. An amendment for the 2020 plan year of a non-calendar year plan, however, must be adopted by December 31, 2022, because the last day of the first calendar year beginning after the end of the 2020 plan year that ends in 2021 is the last day of 2022.

An amendment pursuant to § 214 and this notice may be effective retroactively to the beginning of the applicable plan year, provided that the § 125 cafeteria plan operates in accordance with the terms of the amendment during the period beginning on the effective date of the amendment and ending on the date the amendment is adopted,

and the employer informs all employees eligible to participate in the § 125 cafeteria plan of the changes to the plan. Changes to the plan may also implicate requirements under other applicable laws, such as notice requirements under Title I of the Employee Retirement Income Security Act of 1974. Except for amendments that, pursuant to § 214(a), (b), (c), and (d) of the Act, allow employees to carry over amounts, have amounts available during an extended claims period, or have amounts available to reimburse dependent care expenses for certain dependents who attain age 13, as described in sections III.A. through D. of this notice, all permissible amendments are subject to the nondiscrimination rules under §§ 125 and 129 of the Code.

#### **I. Reporting Requirements for Dependent Care Assistance Programs**

With respect to Form W-2, "Wage and Tax Statement," amounts contributed to a dependent care assistance program are required to be reported in Box 10 of Form W-2. Under current guidance (Notice 2005-61, 2005-39 IRB 607), employers may report in Box 10 for a year the salary reduction amount elected by the employee for the year for dependent care assistance (plus any employer matching contributions) and are not required to adjust the amount reported in Box 10 to take into account amounts that remain available in a grace period. This rule continues to apply with respect to employers who amend their § 125 cafeteria plans to provide for the temporary flexibility provided by § 214 of the Act. For this purpose, any amount carried forward from 2019 and used in 2020, whether a § 214 carryover or an extended period for incurring claims, is treated as an amount that remains available in a grace period. With respect to Form 2441, "Child and Dependent Care Expenses," any amounts carried forward from 2019 are similarly treated as amounts carried over and used during the grace period



when completing Part III of the form. The Treasury Department and the IRS anticipate that for the 2021 and 2022 Forms W-2 and 2441, instructions will provide for similar rules that dependent care amounts carried forward from prior years pursuant to § 214 of the Act will be treated as amounts remaining available during a grace period for reporting purposes and no change to the reporting requirements will be necessary.

#### **IV. GUIDANCE RELATED TO SECTION 3702 OF THE CARES ACT**

Section 3702 of the CARES Act amended the Code to allow expenses incurred for menstrual care products to be treated as incurred for medical care with respect to health FSAs and HRAs, as well as HSAs and Archer medical savings accounts (MSAs). In addition, the provision allows health FSAs and HRAs, as well as HSAs and Archer MSAs, to reimburse expenses incurred for over-the-counter drugs without regard to whether the drug has been prescribed. As enacted, the expansion applies to expenses incurred after December 31, 2019.<sup>26</sup>

Generally, the exclusion under § 105(b) for reimbursements of medical expenses by an employer applies only if the plan covered the expense on the date the expense was incurred. See Treas. Reg. § 1.105-5. Furthermore, Proposed Treasury Regulation § 1.125-1(c)(5), implementing § 125 of the Code, provides that amendments adding new benefits to a cafeteria plan may allow payment or reimbursement of expenses for those benefits only to the extent those expenses are incurred after the later of the

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<sup>26</sup> Section 3702 of the CARES Act amends §§ 220, 223 and 106 of the Code. In addition to removing statutory language at §§ 220(d), 223(d) and 106(f) of the Code which limited the excludable expenses under those provisions to prescribed drugs and insulin, § 3702(a) and (b) of the CARES Act amended §§ 220 and 223 of the Code to provide that for purposes of Archer MSAs and HSAs, amounts paid for menstrual care products shall be treated as paid for medical care. Similarly, § 3702(c) of the CARES Act adds a new subsection (f) to § 106 of the Code providing that, for purposes of §§ 106 and 105 of the Code, expenses incurred for menstrual care products are treated as incurred for medical care.

amendment's adoption date or effective date. Notwithstanding the general rule under § 105(b), and notwithstanding any inconsistency with the proposed regulations under § 125, upon which taxpayers may rely prior to the issuance of final regulations, health FSAs and HRAs may be amended pursuant to this notice to provide for reimbursements of expenses for menstrual care products and over-the-counter drugs without prescriptions incurred for any period beginning on or after January 1, 2020, and such an amendment will not result in a failure of the reimbursement to be excludable from income under § 105(b) or for the cafeteria plan to fail to meet the requirements of § 125. This relief includes amendments made prior to the issuance of this notice.

## **V. DRAFTING INFORMATION**

The principal author of this notice is Jennifer Solomon of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), though other Treasury Department and IRS officials participated in its development. For further information on the provisions of this notice, contact Jennifer Solomon at (202) 317-5500 (not a toll-free number).

**CITY OF SOLANA BEACH FLEXIBLE BENEFITS PLAN  
SUMMARY OF MATERIAL MODIFICATIONS TO YOUR  
SUMMARY PLAN DESCRIPTION**

**City of Solana Beach Flexible Benefits Plan**

*This document summarizes important changes to your City of Solana Beach Flexible Benefits Plan and should be kept with your Summary Plan Description (SPD) for future reference.*

With respect to the current Plan Information in your SPD, effective January 1, 2020, City of Solana Beach amended its Plan to temporarily adopt the changes listed below:

**Carryover of Unused Funds for Health Flexible Spending Arrangements (HFSAs) and Dependent Care Flexible Spending arrangements (DCFSA):**

For plan years ending in 2020 and 2021, a plan that includes a HFSA or DCFSA may allow any unused benefits or contributions remaining in either arrangement to be carried over from such plan year to the plan year ending in 2021.

*Note: This effectively eliminates any cap on carryover of unused funds that previously existed for the 2020 and 2021 plan years. It also applies, for the first time, to Dependent Care FSAs.*

The Extensions will apply to the following Plan(s):

Health FSA                     2020 plan year                     2021 plan year

DCFSA                         2020 plan year                     2021 plan year

**Spend-Down for Health FSA:**

A plan that includes a HFSA may allow (similar to the rules applicable to DCFSA) an employee who ceases participation in the plan during calendar year 2020 or 2021 (for example, due to termination of employment) to continue to receive reimbursements from unused benefits or contributions for expenses incurred through the end of the plan year in which such participant ceased participation (including any extended grace period permitted in the temporary Act).

The spend-down provision will apply to the following Plan(s):

Health FSA             2020 plan year             2021 plan year

**Prospective Changes in Elections (Without a Change in Status):**

For plan years ending in 2021, a plan that includes a HFSA or DCFSA may allow an employee to make an election to prospectively modify the amount (but not in excess of any applicable dollar limitation) of such employee's contributions to any HFSA or DCFSA (without regard to any change in status).

HFSA                                     2021 plan year

DCFSA                                     2021 plan year

**Special carry forward rule for dependent care FSA where dependents aged out during the pandemic.**

An "eligible employee" may be reimbursed for an eligible dependent who is not yet age 14 (previously age 13) for purposes of determining the dependent care assistance which may be paid or reimbursed with respect to such employee under the dependent care FSA. The term "eligible employee" is defined as any employee who (A) is enrolled in a DCFSA for the last plan year with respect to which the end of the regular enrollment period for such plan year was on or before January 31, 2020; and (B) has one or more dependents (as defined in Internal Revenue Code § 152(a)(1)) who attain the age of 13— (i) during such plan year, or (ii) in the case of an employee who (after the application of this section) has an unused balance in the employee's account under such arrangement for such plan year (determined as of the close of the last day on which, under the terms of the plan, claims for reimbursement may be made with respect to such plan year), the subsequent plan year.

**City of Solana Beach**

The undersigned, being an authorized representative of City of Solana Beach (the "Employer") hereby adopt the following changes by Resolution 2021-084

The Amendment to the City of Solana Beach Flexible Benefits Plan (the Amendment) is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

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Gregory Wade, City Manager

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Date



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Consideration of Resolution 2021-077 Accepting the City Hall and Fire Station Water Damage Repair Project as Complete and Authorizing the City Clerk to File a Notice of Completion**

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## **BACKGROUND:**

The City Hall and Fire Station buildings are both relatively old and are in need of regular maintenance. During the past several months, Staff became aware of rain water intrusion inside both buildings. In January 2020, a Professional Services Agreement (PSA) was executed with ET&T Indoor Environmental (ET&T) to conduct a visual inspection in the accessible areas of the City Hall and Fire Station buildings for signs of water damage and elevated moisture. In addition, air samples were collected in representative areas and outside the buildings for qualitative comparison purposes. At the end of the inspections, ET&T prepared a report for each building.

The result of the inspections was that water damage and elevated moisture levels were found at several enclosed locations at City Hall. At these locations, the recommendation was to have exploratory cuts of drywalls made for more in-depth investigation. At the Fire Station, two areas were recommended to have exploratory cuts made for investigation in areas where water damage and elevated moisture levels were detected. It is important to note that the analysis determined that there was no immediate threat to public health. Additionally, the analysis verified that the air quality in both facilities was equal to or better than that of the outside, ambient environment. The reports concluded that both facilities met safety standards for occupancy.

In an effort to observe economies of scale, Staff developed a construction project to repair the water damaged areas for both buildings as well as replacement of carpet for the first floor at City Hall and painting of the living quarters and replacement of window coverings on the second floor of Fire Station building. The project was advertised for construction

CITY COUNCIL ACTION:

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bids in May 2020, bids were opened in June 2020 and a construction contract was awarded on July 8, 2020 to War Rhino, Inc. for \$83,096.77 and a project contingency amount of \$25,000.

Due to the nature of the work and unforeseen additional work and expenditures, the City Council increased the construction contingency by \$110,000, to a total of \$135,000 for a total project cost of 218,096.77, and authorized the City Manager to execute change orders up to the amount of the construction contingency.

This item is before the City Council for the consideration of Resolution 2021-077 (Attachment 1), which accepts the project as complete and directs the City Clerk to file a Notice of Completion (NOC).

**DISCUSSION:**

War Rhino, Inc. completed all work on this project in accordance with the approved plans and specifications of Bid No. 2020-02 to the satisfaction of the City Engineer. There were five change orders issued on the project, in the amount of \$135,000, that compensated the contractor for areas that contained more extensive water damage than previously anticipated by the visual inspection in the accessible areas performed before the project was advertised for construction bids. The change orders also included three areas that contained water damage that were repaired as part of this project that were not identified in the preliminary visual inspections, so these areas were not part of the initial construction contract. These three areas were the City Clerk's Office, the storage area above the City Council Chambers and the Code Compliance closet at the Fire Station.

The City will release the retention (\$10,904.84) thirty-five (35) days after the Notice of Completion is approved by the City Council.

**CEQA COMPLIANCE STATEMENT:**

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(a) of the State CEQA Guidelines.

**FISCAL IMPACT:**

The Capital Improvement Program (CIP) appropriated \$90,000 in CIP-08 for deferred maintenance at City Hall and \$55,000 in CIP-16 for deferred maintenance at the Fire Station for a total of \$145,000. The original construction contract with War Rhino, Inc. was for \$83,096.75 and a contingency amount of \$25,000, for total anticipated contract amount of \$108,096.75. During construction of the project, the City Council increased the construction contingency and appropriated additional funds by \$110,000 for a total construction contract amount of \$218,096.75.

In addition to the total construction amount detailed above, a PSA with ET&T was executed to verify that all water damaged areas had been satisfactorily eliminated. The agreement with ET&T was for a not to exceed amount of \$20,000. Only \$9,200 was spent, which leaves a balance of \$10,800.

**WORK PLAN:**

This project is not identified in the FY 2020/21 Work Plan.

**OPTIONS:**

- Adopt Staff recommendation.
- Deny Staff recommendation and provide direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2021-077:

1. Accepting as complete the City Hall and Fire Station Water Damage Repair Project, Bid 2020-02, constructed by War Rhino, Inc.
2. Authorizing the City Clerk to file a Notice of Completion.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution No. 2021-077

**RESOLUTION 2021-077**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE CITY HALL AND FIRE STATION WATER DAMAGE REPAIR PROJECT, BID 2020-02, AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

**WHEREAS**, the City Hall and Fire Station Water Damage Repair Project, Bid 2020-02, awarded by the City Council on July 8, 2020, was completed in accordance with the plans and specifications included as part of the construction contract with War Rhino Inc. to the satisfaction of the City Engineer.

**WHEREAS**, due to the nature of the work and unforeseen additional work and expenditures, the City Council increased the construction contingency by \$110,000, to a total of \$135,000 for a total project cost of 218,096.77, and authorized the City Manager to execute change orders up to the amount of the construction contingency.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council accepts as complete the City Hall and Fire Station Water Damage Repair Project, Bid 2020-02, constructed by War Rhino, Inc.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

**PASSED AND ADOPTED** this 9th day of June, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk





# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Council Consideration of Resolution 2021-068 Approving the Revised District Boundary and Additional Seed Money for the Glenmont Underground Utility District**

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### **BACKGROUND:**

In October 2016, City Staff received a petition from residents along all of Glenmont Avenue, Rawl Place, Mar Vista Drive and parts of Canyon Drive, Marview Drive and Marview Lane for the formation of a district to underground the existing overhead utility lines along all or parts of these streets. After receiving the petition and verifying that the 70% threshold was met, Staff started the process by engaging San Diego Gas & Electric (SDG&E) to verify the boundary of the district and to provide a cost estimate for design of the undergrounding project (herein referred to as the Glenmont Underground Utility District or Glenmont UUD). In March 2017, Staff presented to and received approval from the City Council for Resolution 2017-039, approving \$44,679 for seed funding from the City's allocation of 20A funding. The seed funds were based on SDG&E's estimate for preparation of the design plans for the subject district.

Since that time, the proponent of the Glenmont UUD has expanded the boundaries of the District to include additional properties along Marview Drive and Ford Avenue. SDG&E's cost estimate for preparation of the design plans has subsequently been increased.

This item is before the City Council to consider Resolution 2021-068 (Attachment 1) approving the revised boundaries of the proposed Glenmont UUD (Attachment 2) and use of additional seed funding from the City's allocation of 20A funding for the preliminary design costs associated with the revised Glenmont UUD.

COUNCIL ACTION:

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## **DISCUSSION:**

In accordance with Council Policy No. 13 (Attachment 3), California Public Utility Commission's (CPUC) Rule 20A, funding may be used to pay SDG&E for preliminary engineering costs. Per Council Policy No. 13, the maximum amount to be allocated as "seed" or "front" money from CPUC Rule 20A funds shall be 100% of the initial design cost with a maximum of \$25.00 per linear foot of overhead infrastructure proposed to be undergrounded as determined by SDG&E. Please note that as of April 2021, the balance of the City's share of CPUC Rule 20A funds is currently \$1,342,440.

The neighborhood coordinators for the Glenmont UUD requested a revision to the original boundary that was approved in March 2017. Specifically, the neighborhood coordinators have requested 31 additional properties be included in the Glenmont UUD boundary. The additional properties are located along a portion of Marview Drive and all of Ford Avenue as shown in Attachment 2 to this report. Consistent with the provisions of Council Policy No. 13, 70% of the additional properties are in support of forming the district. Following the implementation procedures set forth in Council Policy No. 13, SDG&E was notified of the proposed changes to the assessment district. SDG&E performed an initial assessment of the revised district boundaries and requested additional funding to revise the design of the engineering plans.

Per Council Policy No. 13, the City Council may approve seed money to be used for the preparation of preliminary plans and a preliminary cost estimate by SDG&E. Staff and SDG&E believe an additional amount not to exceed \$25,000 would be sufficient for preliminary design to incorporate the additional properties into the Glenmont UUD. This amount would still comply with the provisions of Council Policy No. 13 that allows for a maximum of \$25.00 per linear foot of overhead infrastructure to be removed.

The entire SDG&E design fee can be funded from the Rule 20A allocations. If the district is ultimately formed, then the Rule 20A funds would be paid back to the City's Rule 20A account from the proceeds collected from the property owners within the district. If the district fails to be formed, the Rule 20A funds would not be recovered. In either case, no General Fund money would be at risk.

## **CEQA COMPLIANCE STATEMENT:**

Underground Utility District projects are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(d) of the State CEQA Guidelines.

## **FISCAL IMPACT:**

There are not any specific fiscal impacts associated with this Staff Report, however, Staff time dedicated to this and other UUD projects is incurred. The amount of additional seed money requested to pay SDG&E for the preliminary design plans and cost estimate is not to exceed \$25,000 and would be paid from the City's share of CPUC Rule 20A funds pursuant to City Council Policy No. 13. If the district is ultimately

formed, then the Rule 20A funds would be paid back to the City Rule 20A account with the proceeds collected from the property owners within the district. If the district fails, the Rule 20A funds would be lost. In either case, no General Fund money would be at risk.

**WORK PLAN:**

This project is not identified in the Fiscal Year (FY) 2020/21 Work Plan.

**OPTIONS:**


- Approve an amount not to exceed \$25,000 in additional seed money from the CPUC Rule 20A funds.
- Don't approve the request for additional seed money.
- Provide direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council adopt Resolution 2021-068 approving the additional payment of an amount not to exceed \$25,000 from the City's share of CPUC Rule 20A funds in seed money to cover the design costs for the preparation of preliminary plans and preliminary cost estimate by SDG&E for the revised district boundary that would add properties along a portion of Marview Drive and all of Ford Avenue to the Glenmont Avenue Underground Utility District.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

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Gregory Wade, City Manager

Attachments:

1. Resolution 2021-068
2. Map of properties included in proposed Glenmont UUD
3. Council Policy No. 13

## RESOLUTION 2021-068

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE BOUNDARY REVISION AND PAYMENT OF AN AMOUNT NOT TO EXCEED \$25,000 FROM THE CITY'S SHARE OF CPUC RULE 20A FUNDS IN SEED MONEY FOR THE GLENMONT UNDERGROUND UTILITY DISTRICT**

**WHEREAS**, per Council Policy No. 13, the City Council may approve seed money to pay for the preparation of preliminary plans and a preliminary cost estimate by SDG&E. The Policy allows for the allocation of California Public Utilities Commission Rule 20A funds for 100% of the seed money needed, up to \$25.00 per linear foot of overhead wires being removed; and

**WHEREAS**, in March 2017, City Staff received a petition from residents along all of Glenmont Avenue, Rawl Place, Mar Vista Drive and parts of Canyon Drive, Marview Drive and Marview Lane for formation of a district to underground the exiting overhead utility lines along all or parts of these streets (herein referred to as the Glenmont Underground Utility District); and

**WHEREAS**, the petition submitted by the Glenmont Avenue Underground Utility District requesting the formation of the underground district was consistent with the provisions of Council Policy No. 13 and contained signatures from 70% of the properties within the proposed boundaries of the district that were in support of forming the district; and

**WHEREAS**, in March 2017, City Council adopted Resolution 2017-039 approving \$44,679 seed funding from the City's allocation of 20A funding; and

**WHEREAS**, after the first petition was approved, the neighborhood coordinator requested the addition of 31 properties along a part of Marview Drive and all of Ford Avenue in the Glenmont Underground Utility District; and

**WHEREAS**, in order for the additional properties to be included in the proposed Glenmont Underground Utility District, SDG&E requires an additional design fee that will be used to revise the design drawings already prepared.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council approves the additional payment of an amount not to exceed \$25,000 from the City's share of CPUC Rule 20A funds in seed money to cover the design costs for the preparation of preliminary plans and

preliminary cost estimate by SDG&E for the revised district boundary that would add properties along a portion of Marview Drive and all of Ford Avenue to the Glenmont Avenue Underground Utility District.

**PASSED AND ADOPTED** this 9th day of June, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

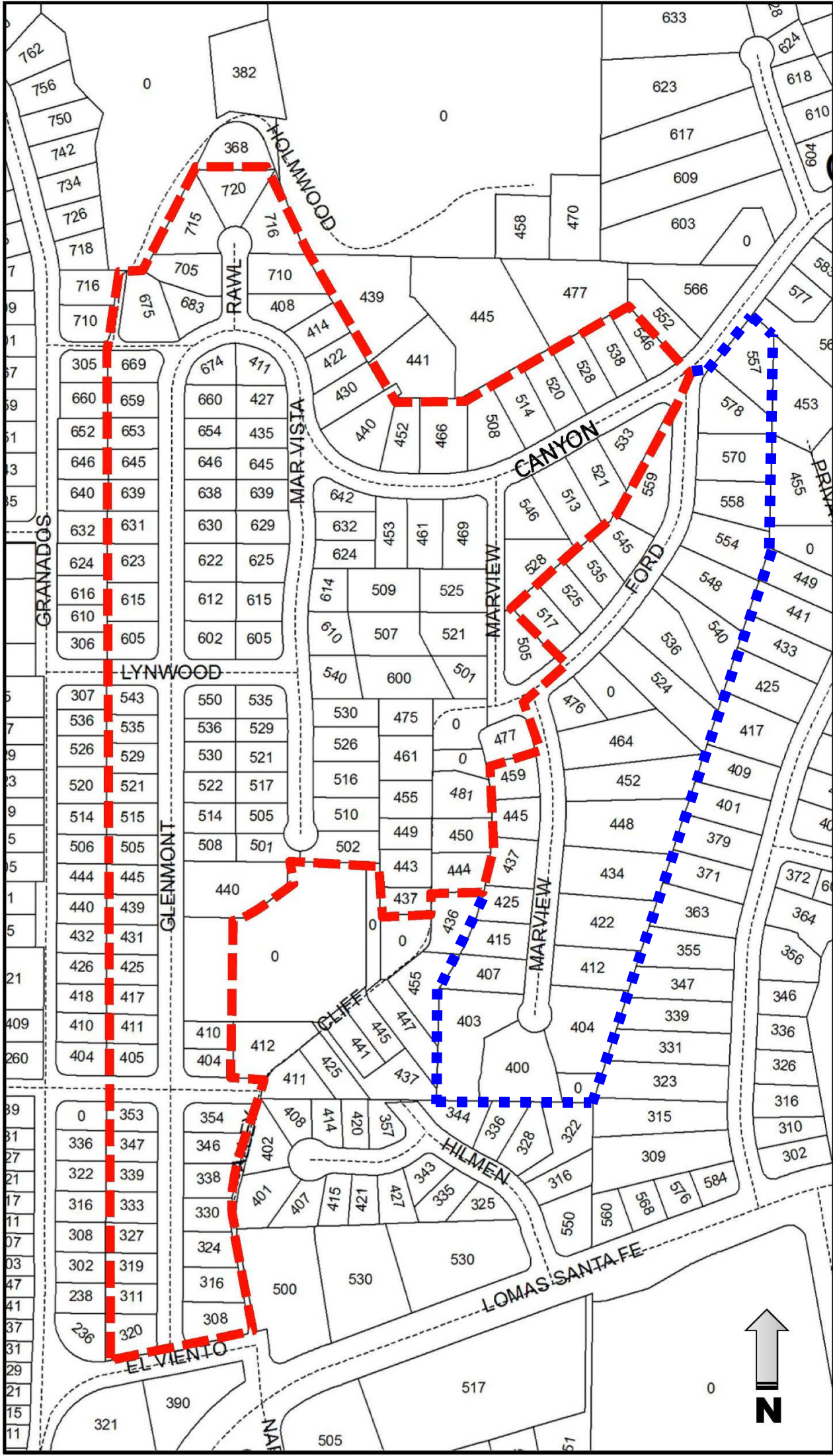
\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



Original Boundary – 12/29/2016  
 Revised Boundary – 11/21/2019  
 Attachment 2

**GLENMONT ET AL UNDERGROUND UTILITY DISTRICT**

**LEGEND**  
 Original Boundary  
 Revised Boundary (add these properties to Original Boundary)



<b>CITY OF SOLANA BEACH</b>	<b>Policy No. 13</b>
<b>COUNCIL POLICY</b>	Adopted: 08/19/2003 Resolution 2003-110 Revised: 04/26/2006 Resolution 2006-066 Revised: 10/27/2010 Resolution 2010-152 <b>Revised: 04/13/2016 by minute order</b> <b>Effective: 04/13/2016</b>
<b>GENERAL SUBJECT:</b> Utility Undergrounding Policy	
<b>SPECIFIC SUBJECT:</b> Utility Undergrounding Policy for Municipality-Initiated Assessment Districts, Rule 20B	

**PURPOSE:** To establish a policy to underground the existing overhead lines in residential neighborhoods, to promote the benefit of undergrounding and encourage the formation of undergrounding districts at the neighborhood level.

**BACKGROUND:** From time to time residents in the City request information from staff about the process for undergrounding utilities in their neighborhood. Due to California Public Utilities Commission (CPUC) 20A guidelines on what constitutes a 20A conversion district, many times these residential neighborhoods don't qualify for Rule 20A funding. CPUC Rule 20A funds are the set-aside funds from a portion of SDG&E revenues, received from the City of Solana Beach, for undergrounding electric utilities. In general, Rule 20A requires that the funds be used for projects in high traffic or public use areas (see Rule 20A packet). The City's Rule 20A funds are used to underground utility lines on Major Arterials and commercial Collector Streets. Rule 20B projects are resident-initiated utility undergrounding assessment districts. Rule 20A funds may be used to "seed" or "front" preliminary engineering costs for Rule 20B projects, but the funds must be reimbursed to the Rule 20A account upon successful completion of a Rule 20B district.

**POLICY:**

The City Council establishes the following policy for the formation of 20B utility underground districts.

1. General Provisions

It is the desire of the City Council to be responsive to residents who agree to be assessed for utility undergrounding, as well as to respect those who do not wish to pay for utility undergrounding.

Therefore;

- a) The City will respond to the requests of those desiring undergrounding, rather than initiating utility undergrounding districts.
- b) Initially, the City Council will require a 70% showing of support of property owners benefiting from the assessment district before any “seed” or “front” money will be appropriated.
- c) A majority vote of the property owners, by assessment, is necessary before the City may form a utility district.
- d) All utility undergrounding districts shall comply with all applicable laws, including, but not limited to the California Constitution and applicable state codes.

2. Funding shall be as follows:

- a. Proposed underground conversion area will be a 20B assessment district. One hundred percent (100%) of the cost will be assessed to property owners.
- b. Assessment payments may be made in cash or spread out up to 20 years.
- c. Assessment payments will be billed on the County Tax Bill.
- d. Property owner is responsible for the connections from the property line to the private service panel.
- e. Any “seed” or “front” money in formation of the district that come from Rule 20A funds shall be reimbursed to the City by the property owners within the conversion boundary in the event of formation of the assessment district.
- f. Maximum amount to be allocated as “seed” of “front” money from CPUC Rule 20A funds shall be 100% of the initial design cost with a maximum of twenty-five dollars (\$25.00) per linear foot of overhead infrastructure proposed to be undergrounded as determined by SDG&E.

3. Implementation Procedures

- a. Generally the neighborhood that initiates the process of utility undergrounding assigns a Neighborhood Coordinator and circulates the City-approved petition among property owners. The City Council approved petition is attached to this policy. The Neighborhood Coordinator will prepare the boundary map of the properties proposed to be in the district per the results of the circulated petition.
- b. 70% of the property owners included in the proposed district must sign the approved petition in order to begin the process for forming the assessment district.
- c. If 70% of the property owners in the proposed district approve formation of the assessment district, the Neighborhood Coordinator may submit the petitions to the City Engineering Department for verification.



- d. A representative from City Staff will notify SDG&E of the proposed assessment district and will provide SDG&E with a map showing the boundaries of the assessment district. SDG&E will then provide the City with a “ballpark” cost estimate to convert the overhead electric lines to underground. Based on the existing layout of the electrical infrastructure, the proposed assessment boundaries may be modified by SDG&E.
- e. After signatures are verified by the Engineering Department, the City Council shall be requested to approve “seed” money to pay for the preparation of preliminary plans and preliminary cost estimate by SDG&E. This preliminary cost estimate will be more accurate than the earlier “ballpark” estimate.
- f. With the new preliminary costs (from SDG&E), the Neighborhood Coordinator will circulate a second petition within the proposed district for a further count of signatures based on the preliminary cost estimate for each property owner. A petition of the property owners in the proposed district must indicate that at least 70% wish to go forward with the formation process. Proposed boundaries of the district are submitted with the petition.
- g. If 70% of the property owners in the proposed district sign the petition in step (f), Staff will require a deposit to retain an assessment engineer. The deposit amount will be calculated by multiplying the total number of properties in the proposed district by \$500, with a minimum amount of \$20,000. The City will refund the excess deposit amounts after the final bond counsel and assessment engineer costs are determined. Expenditures are controlled by the City. A reimbursement agreement between the City and district proponents shall govern the deposited funds.
- h. Using the above (g) information, Bond Counsel prepares the petition and drafts the reimbursement agreement between the City and proponents of the project. Residents within the proposed boundaries of the assessment district then submit the required deposit utilizing the formula listed above (g).
- i. To formally initiate the assessment district, the Bond Counsel reviews the petition and prepares a resolution initiating proceedings to consider formation of the district for City Council approval.
- j. Next, the City Council approves the reimbursement agreement, accepts the petition, approves the boundary map and declares its intention to form the district and orders the preparation of an Engineer’s Report.
- k. The Assessment Engineer’s Report will include a map of the district boundary, a description of the improvements, an estimate of the total

costs of the improvements, the methodology by which the special benefit is determined and the assessments are to be spread, as well as the amount to be assessed upon each parcel.

- l. City Council approves by resolution the Engineer's Report and sets the time, date and location of the Public Hearing.
- m. Public Hearing and Assessment ballots are mailed. The notice will contain the estimated total assessment amount chargeable to the district, the amount chargeable to the record owner's parcel, the basis for assessment, information regarding the Public Hearing, and summary of the procedures for the completion, return, and tabulations of the assessment ballots.
- n. The City Council conducts a Public Hearing at which the City Council considers objections, if any, to the proposed assessment. Following closure of the Public Hearing, the City Clerk tabulates ballots and reports to the City Council. Assessment ballots are weighted on the basis of the dollar amount assessed to each parcel for which the ballot is submitted. If a majority (50% plus 1) of the weighted assessment or more than 40% of the total parcels ballots returned opposes the proposed assessment, the City Council may not levy the assessment. If a majority of the weighted assessment and 60% of the total parcels ballots returned are in favor, the City Council, in its discretion, may adopt a resolution declaring the amounts of the tabulation of assessment ballots, approve the Engineer's Report, authorize the proposed improvement described in the report, confirm the assessment and direct the City Clerk to file an assessment diagram and notice of assessment with the County Recorder's Office.
- o. The City Clerk records a Notice of Assessment with the County Recorder's office. The Finance Director then mails a statement of assessment to each property to be assessed.
- p. Property Owners have the option to pay all or portion of the assessment during the cash collection period – 30 days.
- q. Following closure of the cash collection period, all uncollected assessment will be levied against the properties over a number of years and collected on the tax roll.
- r. City Council will authorize the issuance of bonds.
- s. The City shall provide at least 15 days written notice prior to construction stating that at their own cost, every person owning, operating, leasing, occupying or renting a building or structure within a district shall construct and provide that portion of the service connection on his property necessary to connect to the UUD facilities. Such work may be done by

the contractor, or the public utility, public agency or city performing the conversion work, and the cost thereof included in the assessment to be levied upon such lot or parcel provided, that the owner shall execute a written request therefor and file the same with the City. Any such request shall expressly authorize the contractor, public utility, public agency or city, and their respective officers, agents and employees to enter upon such lot or parcel for such purpose and shall waive any right of protest or objection in respect of the doing of such work and the inclusion of the cost thereof in said assessment.

- t. Any written request executed pursuant to section 2(s) shall be filed with the City not later than the date fixed for commencement of construction of the conversion. A written request executed after such date shall not be accepted for filing by the City unless it shall contain the written approval of the contractor, public utility, public agency or city which is authorized to perform such work or improvement.
- u. In the event any person does not comply with subsections 2(s) and 2(t), the city engineer shall provide written notice to the property, via posting and U.S. mail, that power to that property shall be disconnected and all overhead services wires and associated facilities will be removed. Such notice shall be provided at least five days prior to disconnection and removal.
- v. After provision of the notice in subsection 2(u), the if there is still no compliance with subsections 2(s) and 2(t), the city engineer shall have the authority to order the disconnection and removal of any and all overhead service wires and associated facilities providing utility to that property. Any costs of future reconnection to the property shall be at the cost of the owner, operator, lessee, occupier or renter of that property.
- w. Utility companies will prepare the project design plans and complete construction.
- x. If a property owner sells the property or passes away during the assessment process, the Neighborhood Coordinator(s) must notify the City immediately, so that the City can properly notify the new owner or estate representative of the ongoing UUD process.

Attachments:           1.     Petition





# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Consideration of Resolution No. 2021-067 – Approving a Professional Services Agreement for Streetlight Maintenance and Repairs and Authorize an Extension of the Agreement for Up to Four Additional Years**

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### **BACKGROUND:**

In 2016, the City entered into a Professional Services Agreement (PSA) with Siemens Industry, Inc., which later changed their name to Siemens Mobility, Inc. (Siemens), to maintain the City-owned streetlights. The agreement and all approved extensions of the agreement with Siemens expire on June 30, 2021.

The scope of work for the streetlight maintenance and repairs agreement includes routine maintenance including the cleaning of all streetlight lenses that are owned by the City once per year. The majority of the work under the agreement is for “on-call, as-needed” services to repair streetlights (primarily replace bulbs) as well as to repair damage to streetlights caused by storms, vehicle accidents or vandalism. It should be noted that approximately one-third (274 out of 801) of the streetlights in the City are owned by San Diego Gas and Electric (SDG&E). Those lights are maintained by SDG&E as part of the payment the City makes to SDG&E for each SDG&E owned streetlight.

In March 2021, a Request for Proposals (RFP) was posted with an electronic bid service, eBidboard. This item is before the City Council for the consideration of Resolution 2021-067 (Attachment 1) to authorize a PSA with Siemens for one year with the option to extend the agreement for up to four additional one-year terms.

COUNCIL ACTION:

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## **DISCUSSION:**

On March 10, 2021, a RFP was issued to solicit proposals from qualified contractors to provide maintenance and repair services on the City's streetlights. The City received five proposals from the following service providers:

- Bear Electrical Solutions, Inc.
- CTE, Inc.
- Saturn Electric, Inc.
- Siemens Mobility, Inc.
- Southwest Traffic Signal Service, Inc.

All service providers were asked to provide unit prices for a variety of tasks that would potentially be performed throughout the life of this contract as opposed to a total contract amount. A list of these tasks is included as Attachment 2. Please note that some tasks are considered routine, some are preventative and some are reactionary maintenance and repairs. Not all tasks would be performed during any given year. While the cost for services is not a predominant factor in selection of qualified service providers, the hourly rates for equipment and labor offered by Siemens are very comparable with those offered by other proposers and consistent with the current rates in the industry. The contract amount is based on Staff's experience in performing the required and preventive maintenance while allowing for limited reactionary repairs and corrective measures for unforeseen incidents such as automobile accidents that may damage the City's streetlight facilities.

Among the five proposals received, Siemens demonstrated a better understanding of the City's infrastructure and the required preventative maintenance needs. Siemens has provided similar services for the City in the past and Staff is very satisfied with their performance. Staff is recommending that the City enter into an agreement with Siemens for streetlight maintenance and repair services.

Siemens has significant experience in streetlight maintenance and institutional knowledge and understanding of the City's streetlight system. The City has been satisfied with the work performed by Siemens on the previous contract and their proposal is consistent with the other four proposals received. If approved, Siemens can immediately start the routine maintenance of the City's streetlight system seamlessly with no learning curve.

## **CEQA COMPLIANCE STATEMENT:**

N/A

## **FISCAL IMPACT:**

In the Fiscal Year (FY) 2021/22 Proposed Budget, a total of \$65,800 has been budgeted in the Street Light Maintenance Professional Services Account for the

maintenance and repairs agreement. The agreement would consist of \$15,800 for minor repairs such as lens cleaning and bulb replacement, \$20,000 for replacements due to storms or vehicle accident and \$30,000 for utility location mark-outs primarily for the increased number of construction activities for utility installations throughout City streets. Funding for this contract would come from the City's Street Light Maintenance Assessment District.

Staff recommends a not-to-exceed agreement in the amount of \$65,800 for FY 2021/22 and requests that the City Council authorize the City Manager to approve extensions of the agreement for four additional one-year terms in an amount not to exceed the amount budgeted each year.

**WORKPLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation.
- Deny Staff recommendation and provide direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2021-067:

1. Authorizing the City Manager to execute an agreement with Siemens Mobility, Inc. for FY 2021/22 for streetlight maintenance and repairs services, at an amount not to exceed \$65,800.
2. Authorizing the City Manager to extend the agreement for four additional one-year terms, at the City's option, at an amount not to exceed the budgeted amount for each year.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution No. 2021-067
2. Scope of Work from the Request for Proposals

## RESOLUTION 2021-067

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, TO AWARD A ONE YEAR AGREEMENT TO SIEMENS MOBILITY, INC. FOR STREETLIGHT MAINTENANCE AND REPAIRS AND AUTHORIZE AN EXTENSION OF THE AGREEMENT FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

**WHEREAS**, the City issued a Request for Proposals to solicit proposals from qualified streetlight maintenance providers for City-wide streetlight maintenance services, and the City received five proposals that were evaluated by Staff; and

**WHEREAS**, after reviewing all five proposals, Staff has determined that the services and cost offered by Siemens Mobility, Inc. for streetlight maintenance and repairs best serve the needs of the City; and

**WHEREAS**, the agreement would consist of \$15,800 for minor repairs such as lens cleaning and bulb replacement, \$20,000 for replacements due to storms or vehicle accident and \$30,000 for utility location mark-outs primarily for the increased number of construction activities for utility installations throughout City streets; and

**WHEREAS**, sufficient funds for the agreement have been identified in the Fiscal Year (FY) 2021/22 Proposed Budget for this proposed Professional Services Agreement.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true.
2. That the City Council authorizes the City Manager to execute an agreement with Siemens Mobility, Inc. for FY 2021/22 for streetlight maintenance and repairs services, at an amount not to exceed \$65,800.



3. That the City Council authorizes the City Manager to extend the agreement for four additional one-year terms, at the City's option, at an amount not to exceed the budgeted amount for each year.

**PASSED AND ADOPTED** this 9th day of June, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

## EXHIBIT “A”

### Preliminary Scope of Work - Proposed Fee Schedule

#### A. GENERAL:

1. Intent of City  
It is the intent of the City that the streetlights are functioning properly at all times. Through the work associated with this scope of work, the service provider will be responsible for the working operations of all City-owned streetlights.
2. Terms of Contract  
The contract shall be in effect for a year from the notice to proceed date for a period of 1 year.
3. Business Certificate  
A City Business Certificate is required and can be obtained through the Finance Department. A link to the Business certificate application can be found be at:  
<http://www.ci.solana-beach.ca.us/index.asp?SEC=64DCE7C8-57B5-4CE4-90CC-EFF3A553B5EE>
4. Extension Option  
The City reserves the right to offer an option to extend the contract for a period of up to four additional one-year periods.
5. Notice to Proceed  
The City will issue a NOTICE TO PROCEED with the maintenance contractor only after the agreement has been properly executed and submitted to the City and all insurance documentation is provided.
6. Correspondence  
All correspondence shall be addressed to the City of Solana Beach, Department of Public Works, 635 S. Highway 101, Solana Beach, CA 92075.
7. Cancellation of Contract  
The City of Solana Beach may suspend or cancel the contract at any time by giving sixty (60) days written notice to the Contractor.
8. Supervision  
All work shall meet with the approval of the Public Works Supervisor or his representative. There shall be a monthly report showing all work completed during prior month and mailed to the attention of the Public Works Operations Manager along with the monthly invoice.

### Proposed Fee Schedule

Complete and submit the following proposal

ITEM	SERVICE	QUANTITY	BID
A	Supervisor's labor (per hour)		\$
B	Technician labor (per hour)		\$
C	Laborer labor (per hour)		\$
D	Service truck (per hour)		\$
E	Compressor (per hour)		\$
F	Aerial truck (per hour)		\$
G	Material mark up above invoice		%
H	Cree LED Driver 53 Watt	15 ea	\$
I	Cree LED Driver 101 Watt	15 ea	\$
J	Cree LED Fixture 53 Watt	15 ea	\$
K	Cree LED Fixture 101 Watt	15 ea	\$
Cobra Heads			
	Fixture Type A – Cree: BXSP A O 3 P A U S U – 101 Watt	46 ea	\$
	Fixture Type B – Cree: BXSP A O 3 B A U S U – 101 Watt	139 ea	\$
	Fixture Type C – Cree: BXSP A O 3 A A U S U - 53 Watt	229 ea	\$
	Fixture Type D – Cree: BXSP A O 3 A A U S U - 53 Watt	17 ea	\$
	Fixture Type E – Cree: BXSP A O 2 B A U S U - 53 Watt	4 ea	\$
Total		435 ea	
Decorative			
	Type H Lithonia Kadi 49B350/40K – 58 Watt	6 ea	\$
	Type G LED 8026-DL.PT120/277 – 100 Watt	6 ea	\$
	Type F LED 8024-DL PT120/277 – 45 Watt	78 ea	\$
Total		90 ea	
	Install partial or full shield, complete	6 ea	\$
	Semi-annual inspections of all street lights to be conducted during evening hours	2 ea	\$
	Replace complete concrete light pole, including, footings, anchor bolts, pole, mast arm and luminaire (complete in place).	2 ea	\$



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** City Manager  
**SUBJECT:** **Consideration of Adoption of Resolution 2021 – 085  
Decertifying Solana Energy Alliance**

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### **BACKGROUND:**

Community Choice Aggregation (CCA), authorized by Assembly Bill 117, is a state law that allows cities, counties and other authorized entities to aggregate electricity demand within their jurisdictions in order to purchase and/or generate alternative energy supplies for residents and businesses within their jurisdiction while maintaining the existing electricity provider for transmission and distribution services. The goal of a CCA is to provide a higher percentage of renewable energy electricity at competitive and potentially cheaper rates than existing Investor Owned Utilities (IOUs), while giving consumers local choices and promoting the development of renewable power sources and programs and local job growth.

The City of Solana Beach's (City) CCA, Solana Energy Alliance (SEA), was established by the City Council through adoption of Ordinance 483 on December 13, 2017 and began serving customers in June 2018. SEA was the first CCA to launch in San Diego Gas & Electric territory.

In October 2019, the City Council adopted Resolution 2019-136 approving the Joint Powers Agreement that created the Clean Energy Alliance Joint Powers Authority (CEA), along with the cities of Carlsbad and Del Mar. In December 2019, the City Council adopted Resolution 2019-156 approving an amendment to the SEA Implementation Plan, which reflected Solana Beach's intention to join CEA and transition its customers during CEA's enrollment in May 2021. As of May 31, all SEA customers are now taking service from CEA.

This item is before Council to consider adoption of Resolution 2021 – 085 decertifying SEA as a community choice aggregator.

CITY COUNCIL ACTION:

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**DISCUSSION:**

The filing of SEA's Amended Implementation Plan with the California Public Utilities Commission (CPUC) notified the CPUC of Solana Beach's intent to transition its customers from SEA to CEA. Now that all customers have successfully been transferred, it is appropriate to officially decertify SEA as a community choice aggregator. Once approved, the resolution and request to be decertified will be submitted to the CPUC.

This is the final official action for the City Council to take related to the transition from SEA to CEA, and relieves SEA of certain compliance requirements, including release of the \$147,000 financial security requirement.

**CEQA COMPLIANCE STATEMENT:**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines.

**FISCAL IMPACT:**

The decertification will result in SEA no longer being subject to the financial security requirement and provide the ability for Solana Beach to seek release of the \$147,000 letter of credit.

**WORK PLAN:**

Environmental Sustainability – Policy Development – Implement Solana Energy Alliance.

**OPTIONS:**

- Approve Staff recommendation
- Do not approve Staff recommendation
- Provide alternative direction to Staff

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council adopt Resolution 2021–085 decertifying Solana Energy Alliance as a community choice aggregator.

**CITY MANAGER RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Resolution 2021 – 085

**RESOLUTION 2021 – 085**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF SOLANA BEACH,  
CALIFORNIA, DECERTIFYING SOLANA  
ENERGY ALLIANCE AS A COMMUNITY  
CHOICE AGGREGATOR**

**WHEREAS**, at its regular meeting on December 13, 2017, the City Council adopted Ordinance 483 establishing the Solana Energy Alliance; and

**WHEREAS**, at its regular meeting on October 9, 2019, the City Council adopted Resolution 2019-136 approving the Joint Powers Agreement establishing the Clean Energy Alliance; and

**WHEREAS**, at the December 11, 2019, the City Council adopted Resolution 2019-156 approving the Solana Energy Alliance Amended Implementation Plan reflecting its intent to transition customers from Solana Energy Alliance to Clean Energy Alliance in May 2021; and

**WHEREAS**, effective May 31, 2021, all Solana Energy Alliance customers have transitioned to Clean Energy Alliance, and Solana Energy Alliance is no longer serving customers; and

**WHEREAS**, Solana Beach now desires to decertify Solana Energy Alliance as a community choice aggregator.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That Solana Energy Alliance is to be decertified as a community choice aggregator.
3. Decertification is to become effective immediately.

**PASSED AND ADOPTED** this 9th day of June 2021, at a regular meeting of the City Council of the City of Solana Beach, California, by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 6, 2021  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Consideration of Resolution 2021-78 to Enter Into Professional Service Agreements with Data Ticket, Summit Environmental, Telecomm Law Firm, and Warwick Group Consultants for various Professional Services**

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### **BACKGROUND:**

The Community Development Department has contracted with various professional consultants to perform specialized services that include, but are not limited to, shoreline monitoring services, beach renourishment, local coastal program implementation, professional telecommunication consulting services, lobbying for sand replenishment and beach renourishment projects, and citation processing services. The City has contracted with Summit Environmental, Telecom Law, Warwick Group and Data Ticket for the past several years to assist with these specialized services. Each of these contracts are due to expire with no additional extensions on June 30, 2021.

This item is before Council to consider authorizing the City Manager to enter into agreements with Summit Environmental, Warwick Group Consultants, Telecom Law Firm and Data Ticket for professional services as outlined in the attached contracts.

### **DISCUSSION:**

To assist the City with the “Community Character Priorities” identified in the Work Plan (Items A.2, Local Coastal Program and A.3, Beach Sand Replenishment and Monitoring Program), the City has entered into a Professional Services Agreements (PSAs) with Summit Environmental and Warwick Group Consultants to assist with sand replenishment, beach renourishment and local coastal program implementation. Summit Environmental has provided professional planning and project management for

COUNCIL ACTION:

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the City's Local Coastal Plan (LCP) and as-needed Sand Replenishment/Shoreline program/protection projects. Continuity and historical knowledge to move these programs and projects forward make Summit Environmental's experience and ability to perform these services highly desirable and unique. The contract rates are outlined in the Scope of Services in Attachment 2.

The City has contracted with Warwick Group Consultants to provide federal public affairs consulting to seek federal appropriation for various City projects including, but not limited to, the City's Beach Sand Replenishment and Monitoring Program, Shoreline Restoration Project, Recycled Water System Expansion, and Marine Safety Center Replacement. The contract rates are outlined in the Scope of Services in Attachment 3.

The City has contracted with Telecom Law Firm to review wireless telecommunication projects and distributed antenna system projects tendered to the City for lease or for zoning purposes for the past several years. Services include, but are not limited to, determining and reporting on an applicant's project need, project design, alternative site analysis, project aesthetics, radio frequency emissions safety, collocation considerations and other matters within the consultant's expertise. Costs for services are paid for by the applicants and therefore services are typically only needed as applications are submitted. Contract rates are the same as in previous years and are reflected in the Scope of Services in Attachment 4.

Data Ticket, Inc. has provided parking citation services for the City of Solana Beach for many years. These services include, but are not limited to, manual and electronic parking citation processing, collections, Franchise Tax Board processing, and adjudication. The contract rates are outlined in the Scope of Services in Attachment 5.

The aforementioned professional services are highly specialized with very few consultants that are available to provide such services and none with the history and knowledge of the City of Solana Beach and our specific needs. Pursuant to Solana Beach Municipal Code (SBMC) section 3.08.140, because of their unique nature, it is in the best interest of the public, as allowed by state law, that contracts for professional services such as attorneys, planning consultants, public relations consultants, and other professional or consultant services of a similar nature, be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, negotiated between parties rather than on the basis of cost alone. Summit Environmental, Warwick Group Consultants, Telecom Law Firm and Data Ticket have demonstrated the competence and qualifications to satisfactorily perform the services at a fair and reasonable price. Furthermore, because of their past experience with the City, these consultants are uniquely qualified to provide the services to the City. Pursuant to SBMC section 3.08.130(D), it would not be in the public's interest to engage alternative consultants.

Staff has prepared a resolution requesting City Council to consider authorizing the City Manager to enter into professional service agreements with Data Ticket, Summit Environmental, Telecom Law Firm and Warwick Consulting Group.

**CEQA COMPLIANCE STATEMENT:**

This is not a project under the California Environmental Quality Act (CEQA).

**FISCAL IMPACT:**

The costs for services by these consultants are outlined in detail in the attached scope of services and fees by each professional service provider. The cost for parking citation services by Data Ticket is based and covered by the revenue generated by each parking citation. The services provided by Telecom Law Firm are primarily paid for by applicants processing wireless communication facility applications. As FCC and other wireless communication facility regulations emerge the City does periodically utilize Telecom Law Firm to provide expert advice and drafting ordinance, policy and agreement language related to wireless communication facilities. The cost for those services are provided on an hourly basis and shall not exceed \$10,000 per year. Warwick Group Consultants proposes to continue the aforementioned professional services for an amount not-to-exceed \$59,340 per year. Summit Environmental Group proposes to provide services for an amount not-to-exceed \$132,480 per year.

**WORK PLAN:**

These efforts will further the implementation of Community Character and Environmental Sustainability Priorities listed in the City's 2019-2020 Work Plan. Those priorities include the ongoing protection of beach sand replenishment projects identified in the Community Character Priority Items A.2, Local Coastal Program; A.3, Beach Sand Replenishment and Retention Program.

**OPTIONS:**

- Authorize Staff recommendation.
- Do not authorize Staff recommendation.
- Provide alternative direction to Staff.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council consider adoption of Resolution No. 2021-078 (Attachment 1) authorizing the City Manager to execute Professional Services Agreements with Data Ticket, Summit Environmental, Telecom Law Firm and Warwick Consulting Group.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Resolution No. 2021-078
2. Professional Services Agreement – Summit Environmental
3. Professional Services Agreement – Warwick Consulting Group
4. Professional Services Agreement – Telecom Law Firm
5. Professional Services Agreement – Data Ticket

## RESOLUTION 2021-078

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH DATA TICKET, INC., SUMMIT ENVIRONMENTAL, TELECOM LAW FIRM AND WARWICK GROUP CONSULTING

**WHEREAS**, the Community Development Department is in need of various specialized professional services for City projects and for 3<sup>rd</sup> party review of new wireless facility development projects; and

**WHEREAS**, the current contracts with the specialized firms currently providing such services, Data Ticket, Summit Environmental, Telecom Law Firm and Warwick Consulting Group, are due to expire June 30, 2021; and

**WHEREAS**, the City has found that these professional service providers have provided excellent services for many years; and

**WHEREAS**, pursuant to Solana Beach Municipal Code (SBMC) section 3.08.140, because of their unique nature, it is in the best interest of the public, as allowed by state law, that contracts for professional services such as attorneys, planning consultants, public relations consultants, and other professional or consultant services of a similar nature, be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, negotiated between parties rather than on the basis of cost alone; and

**WHEREAS**, Summit Environmental, Warwick Group Consultants, Telecom Law Firm and Data Ticket have demonstrated the competence and qualifications to satisfactorily perform the services at a fair and reasonable price. Furthermore, because of their past experience with the City, these consultants are uniquely qualified to provide the services to the City and no other firms possess the necessary history and knowledge of the City's need, and

**WHEREAS**, pursuant to SBMC section 3.08.130(D), it would not be in the public's interest to engage alternative consultants; and

**WHEREAS**, the City wishes to enter new contracts with these highly qualified firms.

**NOW, THEREFORE**, the City Council of the City of Solana Beach does resolve as follows:

1. That the foregoing recitations are true and correct.

2. That the City Council authorizes the City Manager to execute professional service agreements with Data Ticket, Inc., Summit Environmental, Telecom Law Firm and Warwick Group Consultants to provide various professional services as outlined in the respective Scopes of Work and Fee Schedules.
3. That the City Council authorizes the City Manager, in his discretion, to extend all the agreements for four additional one-year terms, at the City's sole option.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT

### FOR CITATION PROCESSING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2021 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, DATA TICKET, INC., a California Corporation, (“CONSULTANT”) (collectively “PARTIES”).

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish citation processing services (“PROFESSIONAL SERVICES”) for parking enforcement (“PROJECT”); and

**WHEREAS**, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

**WHEREAS**, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

#### 1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Marjorie A. Fleming is hereby designated as the Project Director for CONSULTANT.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

#### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.**  If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

## **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

## **6. WARRANTY OF CONSULTANT'S LICENSE.**

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

## **7. AUDIT OF RECORDS.**

- 7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **8. CONFIDENTIALITY AND SECURITY.**

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by



applicable state law, and all other information protected by applicable law (“Confidential Information”). The party receiving Confidential Information (“Receiving Party”) of the other (“Disclosing Party”) shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party’s receipt of that item.

### **8.3. Security.**

**8.3.1. Implementation.** CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties (“CITY’S Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY’S Data; and (iii) protect against unauthorized access to or use of CITY’S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

**8.3.2. Network.** If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

**8.3.3. Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’S behalf when performing CONSULTANT’S services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that

CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**8.3.4. Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**8.4. Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

**8.5. Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**8.6. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific

performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **9. CONFLICTS OF INTEREST.**

- 9.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3.**  If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

- 10.1.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2.** Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.
- 10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

## 11. INSURANCE

- 11.1.** CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2.** CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1.**  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2.**  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.**  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.**  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5.**  **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

- 11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. INDEMNIFICATION.**

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **13. SUBCONTRACTORS.**

- 13.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in

the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

**15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Marjorie A. Fleming, President  
Data Ticket, Inc.  
4600 Campus Drive, Ste. 200  
Newport Beach, CA 92660

**16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

**17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

**19. COMPLIANCE WITH LAWS.**

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

**20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

**21. NO WAIVER.**

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

**22. SEVERABILITY.**

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

**23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

**24. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

**25. EXHIBITS INCORPORATED.**

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

**26. SIGNING AUTHORITY.**

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.**  If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

**27. WAIVER OF CONSEQUENTIAL DAMAGES.**

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any king or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marjorie A. Fleming  
President

ATTEST:

\_\_\_\_\_  
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas



**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**



2603 Main Street, Suite 300  
Irvine, CA 92614  
949 428-7241 - Phone  
ClientServices@DataTicket.com

## EXHIBIT B – SOLANA BEACH PARKING CITATION FEE SCHEDULE

### **Manual & Electronic Parking Citation Processing: \$0.65**

#### ***Services for the above-mentioned items include:***

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations
- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

### **Courtesy Notice: \$0.73 (due to postage increases)**

#### ***Services for the above-mentioned item include:***

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1<sup>st</sup> Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This cost will increase as the US Postal Service increases the 1<sup>st</sup> Class postage rate
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

### **Fee for Each Payment Entered: \$.25 per payment**

### **Out-of-State Collections: 30% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example, if a citation is rolled to a delinquent status, only 30% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.

### **Delinquent Collections: 30% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, or when a second (2<sup>nd</sup>) notice is sent if sooner than ninety (90) days, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- In addition to the Courtesy Notice, three Delinquent Notices will be sent to the registered owner
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred



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## EXHIBIT B – SOLANA BEACH PARKING CITATION FEE SCHEDULE

### Franchise Tax Board Processing:

#### SSN Look-up

**\$3.00 per SSN**

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- This charge is charged per unique SSN, not per citation

#### FTB Collections:

**15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail

### Adjudication:

#### 1<sup>st</sup> Level Review Hold & Scanning of Review Request

**\$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution so it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

#### 1<sup>st</sup> Level Review Disposition Letters

**\$1.11 per letter (due to postage increases)**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

#### 2<sup>nd</sup> Level Hearing Hold, Scanning & Scheduling of Hearing & 3<sup>rd</sup> Level Hold

**\$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so that it is displayed on the web for the Agency's Staff and the Hearing Officer



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**EXHIBIT B – SOLANA BEACH PARKING CITATION FEE SCHEDULE**

- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a “time expired letter” rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency’s schedule

**2<sup>nd</sup> Level Hearing Disposition - Optional \$70.00 per hour**

- Data Ticket’s independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read, and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County
- Minimum four hours per visit for in-person hearings. Visits will be scheduled no less than 90 every 90 days

**2<sup>nd</sup> Level Hearing Schedule & Disposition Letters \$1.11 per letter (due to postage increases)**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday – Friday

**Acceptance and Scanning of Indigent Payment Plan Requests:  
 (Approval/Denial by Data Ticket) \$5.00 per request**

**OR**

**Accepting and Scanning of Indigent Payment Plan Requests:  
 (Approval/Denial by City) - Optional \$2.00 per request**

**AND**

**Indigent Payment Plan/Denial Letters: \$0.85 per letter**

**Additional Correspondence \$1.11 per letter (due to postage increases)**

- Printing & Sending daily
- Electronic attachment to the citation
- Windowed #10 envelope and return #9 envelope
- Inclusive of Overpayment Letter

**Joint / Escrow Banking Services - Optional \$100.00 per month**

***Services for the above-mentioned item include:***

- Daily deposits of funds to the Agency’s escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement



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## EXHIBIT B – SOLANA BEACH PARKING CITATION FEE SCHEDULE

- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

### Charge-backs and NSF's – Optional

**\$4.00 per issued instance**

- Data Ticket will process credit card charge-backs and NSF's when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

### Refunds - Optional

**\$5.00 per issued instance**

- Data Ticket will process refunds when notified of each need
- In the event the Agency utilizes Joint Banking Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1<sup>st</sup> Class Mail

### Online Access for the Agency's Patrons:

**Included**

The Agency's Patrons will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1<sup>st</sup> Level Administrative Review and attach up to three documents supporting their position
- Request a 2<sup>nd</sup> Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

### Online Access for the Agency's Staff:

**Included**

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer



2603 Main Street, Suite 300  
Irvine, CA 92614  
949 428-7241 - Phone  
ClientServices@DataTicket.com

## EXHIBIT B – SOLANA BEACH PARKING CITATION FEE SCHEDULE

- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2<sup>nd</sup> Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

### Reporting:

**Included**

- Data Ticket offers many reports online as well as a Customized reporting application for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

### Manual Payment Processing:

**Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

### Registered Owner Information:

**Included**

- Registered owner information for all citations issued on California license plates



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## EXHIBIT B – SOLANA BEACH PARKING CITATION FEE SCHEDULE

- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
- Access to this system requires the use of the County's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state data
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day

### CA DMV Holds and Releases:

**Included**

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

### Customer Service:

**Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

### Web Presence:

**Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com); this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

### Conversion:

**Included**

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner





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## PROPOSAL FOR THE CITY OF SOLANA BEACH

### **Credit / Debit Card Processing** **\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com), via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the **Patron** is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

### **Payment Plan Processing** **\$15.00 per transaction**

- An administrative fee will be assessed to **Patrons** who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

### **Credit Card Chargeback Processing** **\$30.00 per transaction**

- If a chargeback occurs, a fee will be charged to the **Patron** for the processing of the chargeback
- No fee will be charged to the Agency

### **Cost Increases:**

**Postal Rate Increase Offset** – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

**CPI Increases** – *There will be NO CPI increases for the duration of the agreement.*



# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT FOR SPECIALTY PLANNING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2021 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Summit Environmental Group, a California Corporation, (“CONSULTANT”) (collectively “PARTIES”).

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish specialty planning services (“PROFESSIONAL SERVICES”) for sand replenishment, coastal program management, sand compatibility and opportunistic use program, and local coastal program implementation (“PROJECT”); and

**WHEREAS**, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

**WHEREAS**, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

### 1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Leslea Meyerhoff is hereby designated as the Project Director for CONSULTANT.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.**  If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year period(s) or parts thereof for an amount not to exceed \$132,480 per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed one hundred thirty-two thousand four hundred eighty dollars (\$132,480) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

## **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

## **6. WARRANTY OF CONSULTANT'S LICENSE.**

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

## **7. AUDIT OF RECORDS.**

- 7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **8. CONFIDENTIALITY AND SECURITY.**

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by

applicable state law, and all other information protected by applicable law (“Confidential Information”). The party receiving Confidential Information (“Receiving Party”) of the other (“Disclosing Party”) shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party’s receipt of that item.

### **8.3. Security.**

**8.3.1. Implementation.** CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties (“CITY’S Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY’S Data; and (iii) protect against unauthorized access to or use of CITY’S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

**8.3.2. Network.** If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

**8.3.3. Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’S behalf when performing CONSULTANT’S services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that

CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**8.3.4. Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**8.4. Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

**8.5. Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**8.6. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific

performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **9. CONFLICTS OF INTEREST.**

- 9.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3.**  If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

- 10.1.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2.** Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.
- 10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

## 11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1.  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2.  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5.  **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

- 11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. INDEMNIFICATION.**

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **13. SUBCONTRACTORS.**

- 13.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in



the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

**15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Leslea Meyerhoff  
Summit Environmental Group, Inc.  
2810 Cazadero Drive  
Carlsbad, CA 92009

**16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

**17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

## **19. COMPLIANCE WITH LAWS.**

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

## **20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

## **21. NO WAIVER.**

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

## **22. SEVERABILITY.**

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

## **23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

## **24. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

## **25. EXHIBITS INCORPORATED.**

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

## **26. SIGNING AUTHORITY.**

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.**  If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

**27. WAIVER OF CONSEQUENTIAL DAMAGES.**

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any king or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Leslea Meyerhoff  
Principal

ATTEST:

\_\_\_\_\_  
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**



**DATE:** April 21, 2020  
**TO:** Joseph Lim, AICP, Community Development Director  
**CC:** Corey Andrews, Principal Planner  
**FROM:** Leslea Meyerhoff, AICP, Principal, Summit Environmental Group  
**RE:** Scope of Work and Budget for FY 2021-2022 and FY 2022-2023

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As requested for budget planning purposes for the next two year budget cycle (Fiscal Years (FY) 21/22 and 22/23), I have prepared a list of City projects which are divided into the ACOE (USACE) Sand Replenishment CIP and Local Coastal Program (LCP) CIP. For each CIP, I have provided a list of tasks that are ongoing or will be initiated in the next two fiscal years. The task list is followed by Tables 1 & 2 which provide projected monthly average time commitments needed to complete the work based on past performance. The hourly rate is \$115 and is fixed for the duration of this contract as a continued professional courtesy to the City.

#### **ACOE SAND REPLENISHMENT CAPITAL IMPROVEMENT PROGRAM**

##### **U.S. Army Corps of Engineers 50-Year Coastal Storm Reduction Project**

- Project management for PED including coordination and support pre-construction monitoring requirements anticipated to begin in Fall 2021 and completed in Fall 2022.
- Regular/ongoing project conference/management calls, emails and other related communications in support of the PED and construction phase.
- Coordination with Project Team including City Staff, City of Encinitas Staff, USACE and State Parks Staff and other as needed.
- Coordination on federal and State funding requests and grants with State Parks and City and work in kind credit request reimbursements.
- Coordination to develop the Construction phase Project Partnership Agreement, Design and Cost Share agreements and construction PMP / workplan including permitting and environmental support.

##### **Coastal Program Management**

- Participation at Staff Subgroup meetings for SANDAG Shoreline Preservation Working Group and SANDAG Shoreline Preservation Working Group.
- Beach profile coordination and monitoring support with Coastal Frontiers.
- Prepare CIP Staff Report bi-monthly updates & *Shorelines* quarterly updates and FY Council Workplan updates as needed.
- Participation in League of California Cities - Coastal Cities Issues Group.
- Other tasks as requested by City Staff.

##### **Sand Compatibility and Opportunistic Use Program (SCOUP)**

- Identification of potential candidate projects in the City and region.

- Coordination with City and applicants on regulatory permit requirements.
- Coordination with applicants to prepare Sampling and Analysis Programs (SAPs) to determine suitability of export for beach replenishment.
- Coordination of SAP Results (SAPR) report to refine project details
- Coordination of Pre-project notification report (PNR) for details and logistics
- Coordination with SCOUP permitting agencies regarding PNR
- Support City monitoring requirements and City monitoring efforts
- SCOUP project implementation; post-construction monitoring and reporting.
- Permit renewal to be initiated in FY 22 prior to permit expiration dates in 2023

**LOCAL COASTAL PROGRAM CAPITAL IMPROVEMENT PROGRAM**

**Local Coastal Program, Local Implementation Plan and LUP Amendment**

- Coordination with City Staff on LIP revisions to text and exhibits to ensure IP is implemented consistent with the Certified LUP.
- Preparation of updated public review draft and final approval Draft IP
- CCC submittal and processing of City adopted Draft IP.
- Coordination with City Staff and CCC on processing a bundled LUP Amendment to update the Chapter 3 ESHA map/texts and Chapter 5 land use, zoning and overlay exhibits.
- Various LCP-related Work Plan task implementation items.
- Other related LCP compliance and review tasks as needed.

<b>TABLE 1: CIP PROJECT SUPPORT FY 2021-2022</b>		
<b>Programs and Projects</b>	<b>Average Monthly Hours/Fee</b>	<b>Annual Fee</b>
ACOE Sand Replenishment CIP <ul style="list-style-type: none"> <li>• ACOE Shoreline Protection Project</li> <li>• Coastal Program Management</li> <li>• SCOUP</li> </ul>	40 / \$4,600 16 / \$1,840 8 / \$920	\$55,200 \$22,080 \$11,040
Local Coastal Program CIP	32 / \$3,680	\$44,160
<b>Total</b>	<b>96 / \$11,040</b>	<b>\$132,480</b>

<b>TABLE 2: CIP PROJECT SUPPORT FY 2022-2023</b>		
<b>Programs and Projects</b>	<b>Average Monthly Hours/Fee</b>	<b>Annual Fee</b>
ACOE Sand Replenishment CIP <ul style="list-style-type: none"> <li>• ACOE Shoreline Protection Project</li> <li>• Coastal Program Management</li> <li>• SCOUP</li> </ul>	40 / \$4,600 16 / \$1,840 8 / \$920	\$55,200 \$22,080 \$11,040
Local Coastal Program CIP	32 / \$3,680	\$44,160
<b>Total</b>	<b>96 / \$11,040</b>	<b>\$132,480</b>

**AS - NEEDED PLANNING SERVICES SUPPORT**

As requested for budget planning purposes for Fiscal Year 2021-2022 and FY 2022-2023, I have prepared a list of professional services / planning staff support tasks that we provide to the City of Solana Beach. The list of programs and tasks is followed by Table 3 that provides anticipated monthly average hours consistent with past efforts. The hourly rate for these services is \$115 and remains fixed for the duration of this contract as a continued professional courtesy to the City.

Professional services including project discretionary permit application processing, developer-deposit and City sponsored project CEQA documentation will continue to be available to the City as part of this agreement or under a separate agreement.

- Support City Planning and Engineering/Public Works Staff in determining CEQA compliance needs for CIP, current or advanced planning projects.
- Preparation of CEQA documentation for City projects such as the Marine Safety Center redevelopment project and others as assigned.
- As-needed support for City Staff in processing current planning projects as directed by Staff, the Community Development Director or City Manager.
- Coordinate with City Engineer and Third-Party Geotechnical reviewer on pending projects and review of Staff Reports, resolutions and presentations.
- City Council Meetings, Staff Reports and presentations related to the projects as outlined in this scope of work and as assigned.
- Other tasks as requested by the City.

<b>TABLE 3: AS-NEEDED / ADJUNCT PLANNING STAFF SUPPORT SERVICES FY 2021-2023</b>		
	<b>Average Hours Per Month</b>	<b>Annual Fee</b>
Planning Services FY 2021-2022	12	\$16,560
Planning Services FY 2022-2023	12	\$16,560

**City of Solana Beach**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR TELECOMMUNICATION CONSULTING SERVICES**

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2021 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Telecom Law Firm, PC, a California Corporation, (“CONSULTANT”) (collectively “PARTIES”).

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish professional telecommunication consulting services (“PROFESSIONAL SERVICES”) for various wireless communication facilities permit applications on an as needed basis as outline in Exhibit A: Scope of Services (“PROJECT”); and

**WHEREAS**, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

**WHEREAS**, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

**1. PROFESSIONAL SERVICES.**

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Jonathan Kramer is hereby designated as the Project Director for CONSULTANT.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

**2. DURATION OF AGREEMENT.**

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.**  If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of



funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California

Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

## **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

## **6. WARRANTY OF CONSULTANT'S LICENSE.**

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

## **7. AUDIT OF RECORDS.**

- 7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **8. CONFIDENTIALITY AND SECURITY.**

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities,

including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law (“Confidential Information”). The party receiving Confidential Information (“Receiving Party”) of the other (“Disclosing Party”) shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party’s receipt of that item.

### 8.3. Security.

- 8.3.1. **Implementation.** CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties (“CITY’S Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY’S Data; and (iii) protect against unauthorized access to or use of CITY’S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.
- 8.3.2. **Network.** If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 8.3.3. **Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’S behalf when performing CONSULTANT’S services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only

on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**8.3.4. Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**8.4. Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

**8.5. Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**8.6. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **9. CONFLICTS OF INTEREST.**

**9.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

**9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department’s conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT’s relevant financial interests.

**9.3.**  If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY’s determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.

**9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

**10.1.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

**10.2.** Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

**10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect

the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

## 11. INSURANCE

- 11.1.** CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2.** CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1.**  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2.**  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.**  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.**  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.

**11.3.5.**  **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

**11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

**11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

**11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

**11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. INDEMNIFICATION.**

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **13. SUBCONTRACTORS.**

**13.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.

- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

#### **14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

#### **15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Jonathan Kramer, President  
Telecom Law Firm, PC  
2001 South Barrington Avenue, Ste. 306  
Los Angeles, CA 90025

#### **16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

#### **17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.



## **18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

## **19. COMPLIANCE WITH LAWS.**

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

## **20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

## **21. NO WAIVER.**

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

## **22. SEVERABILITY.**

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

## **23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

## **24. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

## **25. EXHIBITS INCORPORATED.**

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

## **26. SIGNING AUTHORITY.**

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on

behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

26.2.  If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

**27. WAIVER OF CONSEQUENTIAL DAMAGES.**

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the foregoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jonathan Kramer  
President

ATTEST:

\_\_\_\_\_  
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas



**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**

**Exhibit A**  
**SCOPE OF WORK**

Upon the request of the City of Solana Beach, Consultant will provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

**A. Wireless Siting Application Reviews:**

At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described within the below sections.

**1. Memorandum/Memoranda Content:**

**a. Completeness Review for Wireless Projects:**

Upon receipt of a wireless application by the Consultant directly from the City, Consultant will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); SWF; standby power generator; major modification; etc.). Also, conduct a completeness review of the wireless application to evaluate its completeness with the City's requirements and wireless policies. If there are incomplete items, the Consultant will send the City a "Completeness Review" by email or an attachment to an email. This portion of the work entails reviewing all submitted wireless application materials to the City as well as federal and state shot clock calculations.

**b. Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, per the City's request, Consultant may provide the following services:

i. Section 6409(a) Analysis: review section 6409(a) standards; draft analysis and recommendations.

ii. SWF Analysis: review SWF standards; draft analysis and recommendations.

iii. Power Generator Analysis: review power generator standards; draft analysis and recommendations.

iv. Design Analysis: discuss design matters, if any, that may reduce the impact of the proposed site configuration; compare proposed design for compliance with City wireless ordinance and policy requirements; draft analysis and recommendations.

- v. Alternative Sites Analysis: evaluate time, place, and manner considerations for wireless sites; compare proposed location for compliance with City wireless ordinance and policy requirements; draft analysis and recommendations.
- vi. Radio Frequency FCC Compliance Analysis: assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission; draft analysis and recommendations.

## **2. Work Product Revision:**

At City's option, *without an additional fee*, Consultant shall prepare one revision or one follow-up to the TLF work product. All subsequent revisions or follow-ups are charged on an hourly basis per Exhibit B.

## **3. Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project *at no additional cost* for the flat fee portion of each project.
- ii. For any project where hourly charges apply (e.g., after the flat fee portion of a project), hourly fees per Exhibit B for consultations via telephone and/or email will apply.

Both parties to this Agreement agree that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location. In those cases, an entirely new project review will be provided under a separate project and fee.

## **B. Attendance at Meetings:**

As requested by City, and subject to Consultant's availability, Consultant will attend meetings in person or by video link. For in-person meeting attendance travel time will be billed from Consultant's office to and back from the City.

## **C. General Consultation:**

At the City's request, Consultant will engage with the City about any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant.

**Exhibit B**  
**FEE SCHEDULE**

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

To allow the City to select those specific services desired on a flat fee(s) basis, or to have a project fully reviewed on a flat fee basis, TLF offers our services as set out below. The flat fees exclude hourly work such as meeting attendance as discussed below.

In all cases project hours are not reported by Consultant for flat fee portion of flat fee projects. Consultant shall perform all flat-rate services as follows:

**I. A La Carte Service Fees:**

**A. Services Provided on an A La Carte Basis**

- Exhibit A(1)(a) Completeness Review for Wireless Projects for a fixed fee of \$1,600.00 per project.
- Exhibit A(1)(b)(i) Section 6409(a) Analysis for a fixed fee of \$1,000.00 per project.
- Exhibit A(1)(b)(ii) SWF Analysis for a fixed fee of \$1,0000.00 per project.
- Exhibit A(1)(b)(iii) Power Generator Analysis for a fixed fee of \$1,200.00 per project.
- Exhibit A(1)(b)(iv) Design Analysis for a fixed fee of \$1,000.00 per project.
- Exhibit A(1)(b)(v) Alternative Sites Analysis for a fixed fee of \$1,000.00 per project.
- Exhibit A(1)(b)(vi) Radio Frequency FCC Compliance Analysis for a fixed fee of \$1,900.00 per project.

**B. Services Provided on an All-Inclusive Basis**

- Exhibit A(1)(a)(b)(i)(ii)(iii)(iv)(v) All Applicable sections for Completeness Review for Wireless Projects; Section 6409(a) Analysis; SWF; Design Analysis; Alternative Sites Analysis; and Radio Frequency FCC Compliance Analysis for a fixed fee of \$2,645.00 per project.

The City has the option to choose from any or all of the A La Carte services, or it may select the All Inclusive Basis, which is discounted over the A La Carte offerings.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first review work product. The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first review work product to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location.

**II. Hourly Fees:** Consultant shall perform all services, outside of the Flat Fee scope, and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

Personnel Rate:

Per Partner or Senior Project Manager \$ 330

Per Associate/Of Counsel or Project Manager \$ 280

Per Paralegal or Senior Project Assistant \$ 195

Per Assistant or Project Assistant \$ 95

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1-hour unit.

There will not be any reimbursable expenses other than the travel expenses to and from the city and the Consultant's LA office.

3. Annual Fee Adjustment. There will not be an annual fee adjustment for the 5-year term of this fee agreement.

4. Expenses: City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this proposal.



**Exhibit C**  
**PROJECT TIME SCHEDULE**

Due to FCC shot clock time limitations, all wireless projects must be submitted to Consultant by the City in searchable PDF documents within two calendar days of receipt by the City from the Applicant (excluding holidays and City closures).

Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form.

Consultant shall complete all of the services identified within the Scope of Work the following timeline(s):

**For work within Exhibit A section (A)(1)(a):**

- nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a SWF or a standby-power generator; or
  
- twenty-one (21) calendar days for an initial review of a wireless application that is submitted by the applicant as a Non-SWF; or
  
- nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete for either SWF or Non-SWF.

**For work within Exhibit A section (A)(1)(b):**

- fourteen (14) calendar days for project memorandums.

**City of Solana Beach**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR TELECOMMUNICATION CONSULTING SERVICES**

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2021 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Telecom Law Firm, PC, a California Corporation, (“CONSULTANT”) (collectively “PARTIES”).

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish professional telecommunication consulting services (“PROFESSIONAL SERVICES”) for City wireless facility projects (“PROJECT”); and

**WHEREAS**, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

**WHEREAS**, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

**1. PROFESSIONAL SERVICES.**

- 1.1. Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Jonathan Kramer is hereby designated as the Project Director for CONSULTANT.
- 1.3. City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

**2. DURATION OF AGREEMENT.**

- 2.1. Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. Extensions.**  If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year period(s) or parts thereof for an amount not to exceed \$4,000 per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed four thousand dollars (\$4,000) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

## **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

## **6. WARRANTY OF CONSULTANT'S LICENSE.**

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

## **7. AUDIT OF RECORDS.**

- 7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **8. CONFIDENTIALITY AND SECURITY.**

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by

applicable state law, and all other information protected by applicable law (“Confidential Information”). The party receiving Confidential Information (“Receiving Party”) of the other (“Disclosing Party”) shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party’s receipt of that item.

### **8.3. Security.**

**8.3.1. Implementation.** CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties (“CITY’S Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY’S Data; and (iii) protect against unauthorized access to or use of CITY’S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

**8.3.2. Network.** If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

**8.3.3. Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’S behalf when performing CONSULTANT’S services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that

CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**8.3.4. Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**8.4. Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

**8.5. Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**8.6. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific

performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **9. CONFLICTS OF INTEREST.**

- 9.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3.**  If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

- 10.1.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2.** Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.
- 10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

## 11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1.  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2.  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5.  **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,



infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

- 11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. INDEMNIFICATION.**

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **13. SUBCONTRACTORS.**

- 13.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in

the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

**15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Jonathan Kramer, President  
Telecom Law Firm, PC  
2001 South Barrington Avenue, Ste. 306  
Los Angeles, CA 90025

**16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

**17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

## **19. COMPLIANCE WITH LAWS.**

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

## **20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

## **21. NO WAIVER.**

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

## **22. SEVERABILITY.**

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

## **23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

## **24. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

## **25. EXHIBITS INCORPORATED.**

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

## **26. SIGNING AUTHORITY.**

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.**  If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

**27. WAIVER OF CONSEQUENTIAL DAMAGES.**

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any king or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jonathan Kramer  
President

ATTEST:

\_\_\_\_\_  
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**

**Exhibit A**  
**SCOPE OF WORK**

Upon the request of the City of Solana Beach, Consultant will provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

**A. Wireless Siting Application Reviews:**

At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described within the below sections.

**1. Memorandum/Memoranda Content:**

**a. Completeness Review for Wireless Projects:**

Upon receipt of a wireless application by the Consultant directly from the City, Consultant will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); SWF; standby power generator; major modification; etc.). Also, conduct a completeness review of the wireless application to evaluate its completeness with the City's requirements and wireless policies. If there are incomplete items, the Consultant will send the City a "Completeness Review" by email or an attachment to an email. This portion of the work entails reviewing all submitted wireless application materials to the City as well as federal and state shot clock calculations.

**b. Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, per the City's request, Consultant may provide the following services:

- i. Section 6409(a) Analysis: review section 6409(a) standards; draft analysis and recommendations.
- ii. SWF Analysis: review SWF standards; draft analysis and recommendations.
- iii. Power Generator Analysis: review power generator standards; draft analysis and recommendations.
- iv. Design Analysis: discuss design matters, if any, that may reduce the impact of the proposed site configuration; compare proposed design for compliance with City wireless ordinance and policy requirements; draft analysis and recommendations.

- v. Alternative Sites Analysis: evaluate time, place, and manner considerations for wireless sites; compare proposed location for compliance with City wireless ordinance and policy requirements; draft analysis and recommendations.
- vi. Radio Frequency FCC Compliance Analysis: assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission; draft analysis and recommendations.

## **2. Work Product Revision:**

At City's option, *without an additional fee*, Consultant shall prepare one revision or one follow-up to the TLF work product. All subsequent revisions or follow-ups are charged on an hourly basis per Exhibit B.

## **3. Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project *at no additional cost* for the flat fee portion of each project.
- ii. For any project where hourly charges apply (e.g., after the flat fee portion of a project), hourly fees per Exhibit B for consultations via telephone and/or email will apply.

Both parties to this Agreement agree that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location. In those cases, an entirely new project review will be provided under a separate project and fee.

## **B. Attendance at Meetings:**

As requested by City, and subject to Consultant's availability, Consultant will attend meetings in person or by video link. For in-person meeting attendance travel time will be billed from Consultant's office to and back from the City.

## **C. General Consultation:**

At the City's request, Consultant will engage with the City about any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant.

**Exhibit B**  
**FEE SCHEDULE**

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

To allow the City to select those specific services desired on a flat fee(s) basis, or to have a project fully reviewed on a flat fee basis, TLF offers our services as set out below. The flat fees exclude hourly work such as meeting attendance as discussed below.

In all cases project hours are not reported by Consultant for flat fee portion of flat fee projects. Consultant shall perform all flat-rate services as follows:

**I. A La Carte Service Fees:**

**A. Services Provided on an A La Carte Basis**

- Exhibit A(1)(a) Completeness Review for Wireless Projects for a fixed fee of \$1,600.00 per project.
- Exhibit A(1)(b)(i) Section 6409(a) Analysis for a fixed fee of \$1,000.00 per project.
- Exhibit A(1)(b)(ii) SWF Analysis for a fixed fee of \$1,0000.00 per project.
- Exhibit A(1)(b)(iii) Power Generator Analysis for a fixed fee of \$1,200.00 per project.
- Exhibit A(1)(b)(iv) Design Analysis for a fixed fee of \$1,000.00 per project.
- Exhibit A(1)(b)(v) Alternative Sites Analysis for a fixed fee of \$1,000.00 per project.
- Exhibit A(1)(b)(vi) Radio Frequency FCC Compliance Analysis for a fixed fee of \$1,900.00 per project.

**B. Services Provided on an All-Inclusive Basis**

- Exhibit A(1)(a)(b)(i)(ii)(iii)(iv)(v) All Applicable sections for Completeness Review for Wireless Projects; Section 6409(a) Analysis; SWF; Design Analysis; Alternative Sites Analysis; and Radio Frequency FCC Compliance Analysis for a fixed fee of \$2,645.00 per project.



The City has the option to choose from any or all of the A La Carte services, or it may select the All Inclusive Basis, which is discounted over the A La Carte offerings.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first review work product. The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first review work product to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location.

**II. Hourly Fees:** Consultant shall perform all services, outside of the Flat Fee scope, and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

Personnel Rate:

Per Partner or Senior Project Manager \$ 330

Per Associate/Of Counsel or Project Manager \$ 280

Per Paralegal or Senior Project Assistant \$ 195

Per Assistant or Project Assistant \$ 95

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1-hour unit.

There will not be any reimbursable expenses other than the travel expenses to and from the city and the Consultant's LA office.

3. Annual Fee Adjustment. There will not be an annual fee adjustment for the 5-year term of this fee agreement.

4. Expenses: City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this proposal.

**Exhibit C**  
**PROJECT TIME SCHEDULE**

Due to FCC shot clock time limitations, all wireless projects must be submitted to Consultant by the City in searchable PDF documents within two calendar days of receipt by the City from the Applicant (excluding holidays and City closures).

Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form.

Consultant shall complete all of the services identified within the Scope of Work the following timeline(s):

**For work within Exhibit A section (A)(1)(a):**

- nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a SWF or a standby-power generator; or
- twenty-one (21) calendar days for an initial review of a wireless application that is submitted by the applicant as a Non-SWF; or
- nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete for either SWF or Non-SWF.

**For work within Exhibit A section (A)(1)(b):**

- fourteen (14) calendar days for project memorandums.

# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT FOR CITATION PROCESSING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2021 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Warwick Group Consultants, a proprietorship, (“CONSULTANT”) (collectively “PARTIES”).

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish federal public affairs consulting services (“PROFESSIONAL SERVICES”) to seek federal appropriations for various City projects (“PROJECT”); and

**WHEREAS**, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

**WHEREAS**, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

### 1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Howard Marlowe is hereby designated as the Project Director for CONSULTANT.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.**  If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed \$59,340 per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed fifty-nine thousand three hundred forty dollars (\$59,340) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

## **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

## **6. WARRANTY OF CONSULTANT'S LICENSE.**

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

## **7. AUDIT OF RECORDS.**

- 7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **8. CONFIDENTIALITY AND SECURITY.**

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by

applicable state law, and all other information protected by applicable law (“Confidential Information”). The party receiving Confidential Information (“Receiving Party”) of the other (“Disclosing Party”) shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party’s receipt of that item.

### 8.3. Security.

**8.3.1. Implementation.** CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties (“CITY’S Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY’S Data; and (iii) protect against unauthorized access to or use of CITY’S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

**8.3.2. Network.** If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

**8.3.3. Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’S behalf when performing CONSULTANT’S services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that

CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**8.3.4. Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**8.4. Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

**8.5. Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**8.6. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific

performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **9. CONFLICTS OF INTEREST.**

- 9.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3.**  If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

- 10.1.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2.** Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.
- 10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.



## 11. INSURANCE

- 11.1.** CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2.** CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1.**  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2.**  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.**  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.**  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5.**  **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

- 11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. INDEMNIFICATION.**

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **13. SUBCONTRACTORS.**

- 13.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in

the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

**15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Howard Marlowe  
Warwick Group Consultants  
1667 K Street, NW, Suite 480  
Washington, DC 20006

**16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

**17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

## **19. COMPLIANCE WITH LAWS.**

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

## **20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

## **21. NO WAIVER.**

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

## **22. SEVERABILITY.**

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

## **23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

## **24. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

## **25. EXHIBITS INCORPORATED.**

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

## **26. SIGNING AUTHORITY.**

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.**  If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

**27. WAIVER OF CONSEQUENTIAL DAMAGES.**

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any king or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Howard Marlowe  
President

ATTEST:

\_\_\_\_\_  
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**

# Warwick Group CONSULTANTS



Water Resources Policy, Public Finance & Advocacy

April 26, 2021

Mr. Greg Wade  
City Manager  
City of Solana Beach  
635 S Highway 101  
Solana Beach, CA 92075

Dear Greg:

As we near the end of our contract this year, I would like to submit this letter as a proposal to continue working with you and your team to seek federal initial construction funding and a New Start designation in FY23 from the Corps of Engineers for the City's beach nourishment project.

More than 18 years ago, we brought this project to Washington, DC on behalf of the City to gain support from your congressional delegation and Corps senior leadership at Headquarters. The Los Angeles District felt the project would not meet their standards because their engineering models were based on East Coast beaches where there are no bluffs. We convinced Headquarters that the bluffs did not mean that people, property, and infrastructure were at as much risk as East Coast communities, and the study was able to begin. Since then, we have faced and overcome other major challenges that threatened the project's future. We brought in the right personnel, connected with the right folks in the Corps' leadership, and lobbied your Members of Congress to focus attention on your project. The results we have achieved over the past two years would not have been possible without your ongoing support and the support of your Mayor, city council, and your excellent team members.

For well over a decade, we have led biweekly Project Delivery Team meetings with the Corps and your staff, which, as you know, helps the Corps remain on track and maintain the significant level of coordination necessary to advance this project on schedule. Warwick Group was successful in receiving \$400,000 for the City in the FY20 Work Plan, which initiated the agreements necessary for the project to move into the Preconstruction, Engineering, and Design phase (PED). In FY21, Warwick Group was successful in receiving not one, but two full years' worth of funding (\$1,500,000) for the Corps of Engineers to fully complete the PED phase. This was a major victory because the Corps very rarely provides multi-year funding.

We have been in ongoing consultation with the Corps district office and Congressman Levin's office regarding the federal fiscal 2022 budget package. Since the Corps received the full two-years of PED funding in FY21, the Congressman will not be making a FY22 request. As you know from your recent

communication with David Van Dorpe, the Corps plans to request the full construction amount in FY23 and a New Start designation. This is a heavy lift for Congressman Levin, who has continued to demonstrate an outstanding level of support for your community's project. We have developed a strong relationship with the Congressman's staff and are an integral part of his advocacy efforts. We believe the level of support for this project at Corps Headquarters and within your delegation offers favorable chances of receiving both a New Start and initial construction funding in FY23.

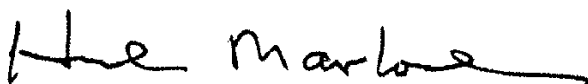
There has been increasing competition among beach nourishment projects over the past several years. However, according to our research, FY23 is a lighter budget year for beach nourishment funding competition. We must begin socializing the need for this project now because there are several other projects that are also competing for the small handful of available New Starts that Congress provides each year. Additional dredge cost savings are also possible based on the availability of a regional dredge plan used by the Portland District of the Corps. We specialize in this type of consulting work as well. Our team works closely with the Coastal Planning Center of Expertise (PCX) of the Corps based out of New York which has significant influence on decisions made at headquarters.

Our scope of work for the upcoming year includes working directly with Congressman Levin, Senator Feinstein, and Senator Padilla to elevate this project and prioritize it with senior members of the Corps leadership at Headquarters and the Administration for the FY23 budget year. We are currently waiting for an Administration official to lead the Corps and will contact their office as soon as the position is filled. We will also consult with Corps district personnel and the Coastal PCX to determine the feasibility of coordinating a regional dredge program and making best use of any regionally available sediment to reduce total costs.

We have been grateful for the opportunity to represent the City's beach nourishment needs and would like to continue our longstanding partnership for another year. For the next contract period, we propose an annual fee of \$59,340, which poses no increase from last years figure, which we reduced to limit the burden Covid-19 put on the City's budget.

I hope this proposal meets your approval and that we can continue working together to bring this project to the finish line. I hope to make it out to visit you and your staff in the next year.

Sincerely,

A handwritten signature in black ink that reads "Howard Marlowe". The signature is fluid and cursive, with a long horizontal stroke at the end.

Howard Marlowe | President  
Warwick Group Consultants, LLC  
[Howard.Marlowe@WarwickConsultants.Net](mailto:Howard.Marlowe@WarwickConsultants.Net)  
(202) 787-5770





# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Consideration of Resolution 2021-079 to Enter Into a Professional Service Agreement with EsGil, LLC for Building and Safety Plan Review and Inspection Services**

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### **BACKGROUND:**

EsGil has been providing building plan review and inspection services for the City of Solana Beach since 1987. The most recent professional service agreement (PSA) was effective on July 1, 2017 and was extended annually for an additional 4 years according to the contract's terms. No further time extensions are allowed under the PSA. Thus, a new PSA is needed to continue building department services.

This item is before Council to consider approving Resolution 2021-079 authorizing the City Manager to enter an agreement with EsGil, LLC for professional building and safety plan review and inspection services.

### **DISCUSSION:**

In an effort to ensure that the City is receiving the best possible services at the best possible rate, Staff issued a Request for Qualifications/Proposals (RFQ/P) for building and safety services. On March 1, 2021, the RFQ/P was released seeking proposals from qualified consulting firms for building and safety services that would include building administration, permit issuance, plan check, inspection, and as-needed support for public counter services, code enforcement and other Building code and fee updates. The deadline to submit responsive qualifications/proposals was April 15, 2021. The City received seven submittals from qualified firms. Those firms included 4Leaf, Bureau Veritas, Charles Abbott and Associates, CSG, EsGil, True North Compliance and Willdan.

COUNCIL ACTION:

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Staff reviewed all seven submittals and determined that interviews of the top five candidate firms were warranted. The five firms that were interviewed included Bureau Veritas, Charles Abbott and Associates, CSG, EsGil and True North Compliance. While all five firms have experience and expertise in providing Building and Safety Services, EsGil was determined to be the best candidate with the greatest understanding of the needs of the City of Solana Beach.

Staff does not believe that transitioning to another firm at this time would result in improved services and, based on the submitted proposals, EsGil rates continue to be at or equal to the lowest rates offered by all consultants that responded. EsGil continues to commit to having staff available for counter hours to be responsive to the public. While there is always room for improvement, EsGil has been responsive to City needs including, but not limited to, TRAKiT implementation and processing documentation, requests for specific staffing during transition to a new permit system, providing fire plan review and inspection services when needed, and most recently, seamlessly providing counter technician services.

EsGil's proposal also included alternatives for inspection services to be either hourly or at a set rate. While the option to pay EsGil for inspections on an hourly rate could possibly save a little money, the exact number of hours would at best be an estimate and could have the potential for costing more than the fixed rate option. Because of this uncertainty, Staff recommends that entering the agreement at a set rate of fifty-five percent (55%) of plan check and permit fees for both plan review and inspection services. It should be noted that this is a substantially reduced from the previously approved contract of seventy-five percent (75%).

Pursuant to Solana Beach Municipal Code section 3.08.140, because of their unique nature, it is in the best interest of the public, as allowed by state law, that contracts for professional services such as planning consultants and consultant services of a similar nature, be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, negotiated between parties rather than on the basis of cost alone. EsGil has demonstrated the competence and qualifications to satisfactorily perform the services at a fair and reasonable price.

#### **CEQA COMPLIANCE STATEMENT:**

This is not a project under the California Environmental Quality Act (CEQA).

#### **FISCAL IMPACT:**

Each year, the City allocates annual funds in its budget based on estimated plan check and permit fee activity and allocates fifty-five percent (55%) of the revenue to EsGil. The remaining forty-five percent (45%) is retained by the City. Estimated building plan review and permit revenue is \$630,000 annually. If that estimate is accurate, the City would pay EsGil \$346,500 with the remaining \$283,500 being retained by the City. The

portion paid to EsGil pays for building department staff (building official, plans examiner, inspector, etc.) which would otherwise be staffed by regular fully-benefited employees of the City. Contracting for these services allows the City the flexibility to provide staffing based on the actual workload received during the fiscal year. The portion retained by the City recovers the cost for both City personnel and non-personnel building department expenses.

**WORK PLAN:** N/A

**OPTIONS:**

- Authorize Staff recommendation.
- Do not authorize Staff recommendation.
- Provide alternative direction to Staff.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council consider adoption of Resolution 2021-079 (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement with EsGil at the fixed rate of 55% of the building plan review and permit fees for one (1) year with four (4) additional one (1) year optional extensions at the City Manager's discretion.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Resolution No. 2021-079
2. Proposed Professional Services Agreement – EsGil

## RESOLUTION 2021-079

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ESGIL, LLC FOR BUILDING AND SAFETY PLAN REVIEW AND INSPECTION SERVICES

**WHEREAS**, the Community Development Department has utilized the services of EsGil, LLC (EsGil) to provide professional building and safety plan review and inspections services for many years; and

**WHEREAS**, on March 1, 2021, a Request for Qualifications/Proposals was released seeking proposals from qualified consulting firms for building and safety services; and

**WHEREAS**, pursuant to Solana Beach Municipal Code section 3.08.140, because of their unique nature, it is in the best interest of the public, as allowed by state law, that contracts for professional services such as planning consultants and consultant services of a similar nature, be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, negotiated between parties rather than on the basis of cost alone; and

**WHEREAS**, EsGil was determined to be the best candidate with the greatest understanding of the needs of the City of Solana Beach and demonstrated the competence and qualifications to satisfactorily perform the services at a fair and reasonable price.

**NOW, THEREFORE**, the City Council of the City of Solana Beach does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the City Manager is authorized to execute a professional service agreement with EsGil to provide professional building plan review and inspection services at the fixed rate of 55% of the building plan review and permit fees.
3. That the City Council authorizes the City Manager, in his discretion, to extend the agreements for four additional one-year terms, at the City's sole option.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT FOR BUILDING AND SAFETY SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2021 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, EsGil/SAFEbuilt a Corporation, (“CONSULTANT”) (collectively “PARTIES”).

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish Building and Safety services (“PROFESSIONAL SERVICES”) for City Plan Review and Inspections (“PROJECT”); and

**WHEREAS**, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

**WHEREAS**, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

### 1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Ron Beehler is hereby designated as the Project Director for CONSULTANT.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.**  If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

## **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

## **6. WARRANTY OF CONSULTANT'S LICENSE.**

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

## **7. AUDIT OF RECORDS.**

- 7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **8. CONFIDENTIALITY AND SECURITY.**

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by



applicable state law, and all other information protected by applicable law (“Confidential Information”). The party receiving Confidential Information (“Receiving Party”) of the other (“Disclosing Party”) shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party’s receipt of that item.

### **8.3. Security.**

**8.3.1. Implementation.** CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties (“CITY’S Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY’S Data; and (iii) protect against unauthorized access to or use of CITY’S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

**8.3.2. Network.** If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

**8.3.3. Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’S behalf when performing CONSULTANT’S services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that

CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**8.3.4. Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**8.4. Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

**8.5. Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**8.6. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific

performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **9. CONFLICTS OF INTEREST.**

- 9.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3.**  If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

- 10.1.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2.** Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.
- 10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

## 11. INSURANCE

- 11.1.** CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2.** CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1.**  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2.**  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.**  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.**  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5.**  **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

- 11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. INDEMNIFICATION.**

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **13. SUBCONTRACTORS.**

- 13.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in

the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

**15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Ron Beehler  
EsGil  
9329 Chesapeake Drive, Suite 268  
San Diego, CA 92123

**16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

**17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

**19. COMPLIANCE WITH LAWS.**

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

**20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

**21. NO WAIVER.**

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

**22. SEVERABILITY.**

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

**23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

**24. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

**25. EXHIBITS INCORPORATED.**

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

**26. SIGNING AUTHORITY.**

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.**  If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

**27. WAIVER OF CONSEQUENTIAL DAMAGES.**

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the foregoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a Corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tom Wilkas  
Chief Financial Officer

ATTEST:

\_\_\_\_\_  
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas



**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**

## Pricing

### COST OF SERVICES

We propose both Hourly and Fixed Fee pricing options to the City as follows:

### **HOURLY SERVICES**

All services will be provided on an hourly basis utilizing the billing rates included in the Labor Rate Schedule included below.

#### **BUILDING SERVICES ADMINISTRATION**

**Building Official services** will be provided on an as-needed basis, and billed at the hourly rates by classification detailed in the Labor Rates Schedule below.

#### **BUILDING PLAN CHECK**

**Comprehensive building plan check services** are provided for **55%** of the City's adopted plan check fee for the specific project. Costs for expedited plan check services will be 1.5 times the regular fee and the proposed plan review completion times will be reduced by half.

#### **BUILDING INSPECTION**

**Building inspection services** will be provided on an as-needed basis, and billed at the hourly rates by classification detailed in the Labor Rates Schedule below.

#### **BUILDING COUNTER OPERATIONS** (AS NEEDED)

**Permit technician services** will be provided on an as-needed basis, and billed at the hourly rates by classification detailed in the Labor Rates Schedule below.

#### **PRELIMINARY PROJECT REVIEWS RELATED TO DISCRETIONARY PERMIT PROCESSING**

(AS NEEDED)

**As-needed services** for preliminary project reviews related to discretionary permit processing will be provided at the City's request, and will be billed at the hourly rates by classification detailed in the Labor Rates Schedule below.

#### **BACK-UP TO CITY CODE ENFORCEMENT OFFICER** (AS NEEDED)

**As-needed back-up services** for the City's Code Enforcement Officer will be provided at the City's request, and will be billed at the hourly rates by classification detailed in the Labor Rates Schedule below.

## FIXED FEE SERVICES

Under this option the following services will be provided to the City and paid as 55% of the total monthly building department plan review and permit fees determined as per the City’s adopted fee schedule:

- Building inspection services to provide next workday inspections for all inspection requests.
- Building plans examination services as needed.
- Certified Access Specialists, CASp’s, as needed.
- Building Official to perform mandated duties of a Building Official, on-call as needed.
- Maintenance of public information documents to assist permit applicants and permit holders.
- Participate in and represent the City before local Building Safety professional organizations.
- Additional related services to be charged hourly in addition to proposed percentage of building department plan review and permit fees.

### LABOR RATES SCHEDULE

The labor rates shown in the table below will be utilized for all services provided on an hourly basis, where the use of a percentage of the permit fee or plan check fee is not applicable, or when other related services are requested.

EsGil will bill the City in arrears for services performed, following the end of the month during which the services were actually provided, and will provide detailed information in the invoice pertaining to those services.

CLASSIFICATION	HOURLY RATE
<b>CASp Certified Plans Examiner</b>	105.00
<b>LEED Certified Plans Examiner</b>	95.00
<b>Licensed Engineer Plans Examiner (Civil, Structural, Mechanical, Electrical)</b>	125.00
<b>Fire Plans Examiner</b>	100.00
<b>Building Official</b>	125.00
<b>ICC Certified Building Inspector</b>	85.00-100.00**
<b>ICC Certified Plans Examiner</b>	95.00
<b>ICC Certified Fire Inspector</b>	95.00
<b>Permit Technician</b>	72.00
<b>Clerical Support</b>	45.00

\*\* Billing rate varies based on certification level and experience of selected inspector.

Rates are increased by a factor of 1.5 for overtime, and for holiday and weekend assignments.



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Public Hearing – Request for a Modification to the Approved DRP/SUB/TPM for an Eight Lot Subdivision at 512, 516, 524, 538 S. Nardo Avenue (Applicant: Ocean Ranch Estates, LLC, Case No.: MOD20-003 Resolution 2021-054)**

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## **BACKGROUND:**

The Applicant, Ocean Ranch Estates, LLC, is requesting a modification to the Council approval of a Major Subdivision (SUB)/Tentative Parcel Map (TPM) and a Development Review Permit (DRP), to subdivide the existing 4.2 acre (gross) parcel into eight individual single-family residential lots. The project was approved with the adoption of Resolution 2019-046 on April 24, 2019. The property is zoned Low Residential (LR) and is within the Scaled Residential Overlay Zone (SROZ) and the Hillside Overlay Zone (HOZ).

The proposed modification would include relocating the proposed 8-inch sewer main from Bell Ranch Road and Nardo Avenue to a 20-foot-wide sewer easement southward along the common property line between Lots 2 and 3 of the Ocean Ranch Subdivision to connect to the existing sewer main in Nardito Lane. The proposed modification also includes adding new roadside infiltration swales and basin along Bell Ranch Road to treat run-off during phase one of the project. The infiltration swales and basin would be privately maintained by the homeowner's association (HOA) of the subdivision for the life of the subdivision.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request for a DRP/SUB/TPM modification as contained in Resolution 2021-054 (Attachment 1).

CITY COUNCIL ACTION:

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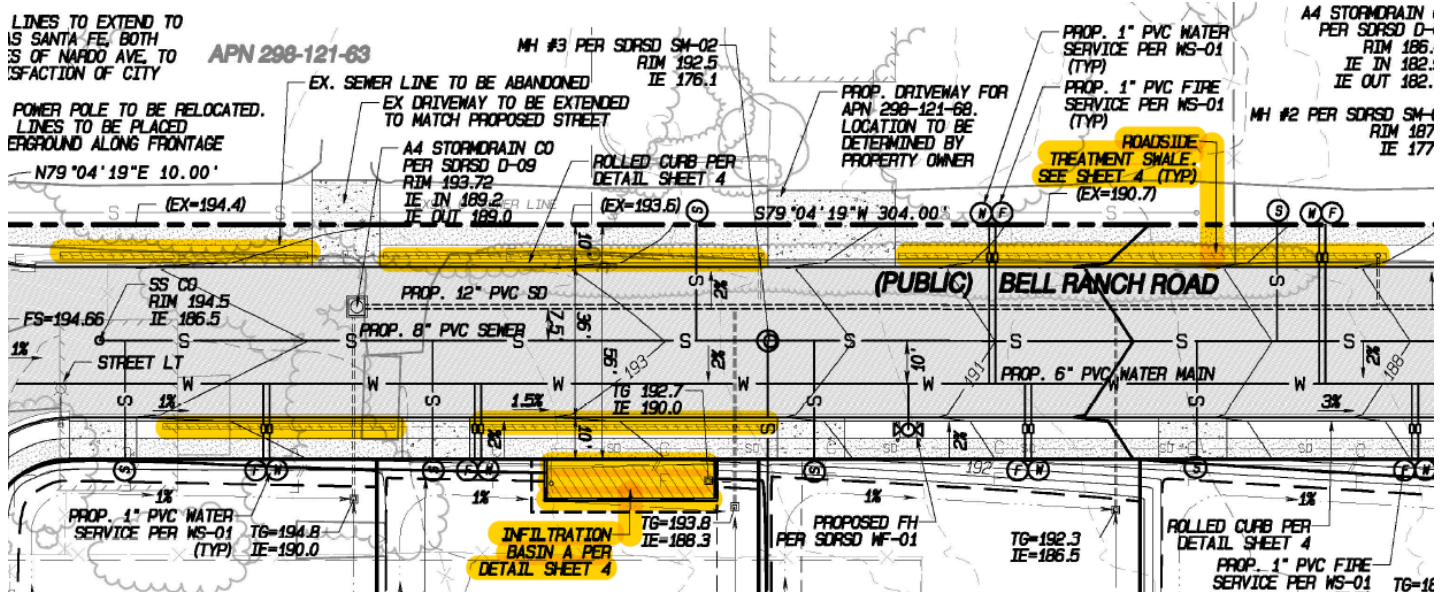
**DISCUSSION:**

The proposed modification would include the relocation of the proposed 8-inch sewer main for the project from the center of Bell Ranch Road and Nardo Avenue to a 20-foot-wide sewer easement between Lots 2 and 3 of the Ocean Ranch Subdivision and between 612 and 618 Nardito Lane (Assessor's Parcel Numbers 298-121-35 and 298-121-36) in order to connect to the existing sewer line within Nardito Lane. Plans illustrating the proposed modifications have been provided in Attachment 2. The property owners of 612 and 618 Nardito Lane have signed an agreement (Attachment 3) to allow the sewer line to be constructed on their property through an easement. In addition, new roadside infiltration swales along Bell Ranch Road and an infiltration basin in front of Lot 2 would be constructed during phase one of the project to treat run-off. The infiltration swales and basin would be privately maintained by the homeowner's association (HOA) of the subdivision for the life of the subdivision.

The site plan below shows the proposed location of the sewer easement:



The proposed roadside infiltration swales and the proposed infiltration basin in front of Lot 2 are shown in the following plan:



It should be noted that since the date of the original approval, the Applicant and their Engineer have looked at the proposed grading quantities in more detail and determined that the total for the project, including the proposed modifications, would be approximately 1,200 cubic yards less than originally approved. The proposed grading, including that required for the proposed modification, would remain balanced and no import/export is proposed.

In accordance with Section 17.68.040 (Development Review Permits) of the City of Solana Beach Municipal Code, the Council can make the required findings to approve a modification with specific attention to the following development review criterion set forth in Solana Beach Municipal Code Section 17.68.040.F and required under Development Review Permit Finding Number One (17.68.040.H.1):

*The proposed development complies with the following development review criterion set forth in Solana Beach Municipal Code Section 17.68.040.F:*

*Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The proposed modification would reduce the total grading quantity from 4,800 cubic yards of cut and fill to 3,600 cubic yards of cut and fill onsite. As previously noted, the proposed modifications would also relocate the sewer connection from the center of Bell Ranch

Road and Nardo Avenue to instead run between Approved Lots 2 and 3 and 612 and 618 Nardito Lane to connect to the existing line within Nardito Lane and would also install new roadside infiltration swales along Bell Ranch Road and an infiltration basin located in front of Lot 2 to be installed during phase one of the project. The HOA will maintain the infiltration swales and basin for the life of the subdivision. No other changes to the grading that was approved with the original project approval are proposed.

Staff has prepared draft findings for approval of the project in the attached Resolution 2021-054 for Council's consideration based upon the information in this report. The Applicant shall provide for and adhere to the conditions of the original project approval of Resolution 2019-046. Additional project conditions from the Planning, Engineering and Fire Departments have been incorporated in the attached Resolution 2021-054. In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan.

The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

**PUBLIC HEARING NOTICE:**

Notice of the City Council Public Hearing was published in the San Diego Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site, more than 10 days prior to the planned Public Hearing date of June 9, 2021. Staff has not received any emails, letters or calls in support or opposition of the proposed modification as of the date this report was written.

**CEQA COMPLIANCE:**

An Initial Study/Mitigated Negative Declaration IS/MND and Mitigation Monitoring and Reporting Program MMRP was approved with the adoption of Resolution 2019-046 when the project was approved on April 24, 2019. The proposed modifications would not be out of the scope of work that was evaluated under the IS/MND and no additional review was required under the California Environmental Quality Act (CEQA).

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve the proposed modification by adopting Resolution 2021-054;
- Approve modification by adopting Resolution 2021-054 with changes as deemed appropriate by City Council; or,



- Deny the request to amend the project and direct Staff to bring back a Resolution of denial to a later City Council meeting date.

**DEPARTMENT RECOMMENDATION:**

The proposed project meets the minimum objective requirements under the SBMC, is consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings to approve a modification to the approved DRP and SUB/TPM. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council disclosures, Receive public testimony, Close the Public Hearing.
2. If the City Council makes the requisite findings and approves the project, adopt Resolution 2021-054 conditionally approving a modification to the DRP and SUB/TPM to relocate the proposed 8-inch sewer line into a newly proposed easement and add roadside infiltration swales along Bell Ranch Road and an infiltration basin in front of Lot 2 during phase one of the project on property at 512 through 538 South Nardo Avenue, Solana Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



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Gregory Wade, City Manager

Attachments:

1. Resolution No. 2021-054
2. Revised Plans
3. Sewer Easement Agreement



## RESOLUTION 2021-054

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A MODIFICATION TO A PREVIOUSLY APPROVED DEVELOPMENT REVIEW PERMIT, AND MAJOR SUBDIVISION/TENTATIVE PARCEL MAP TO CREATE EIGHT NEW SINGLE FAMILY PARCELS AT 512-538 NARDO AVENUE.

**APPLICANT:** Ocean Ranch Estates, LLC  
**CASE NO.:** MOD20-003

**WHEREAS**, Ocean Ranch Estates, LLC (hereinafter referred to as “Applicant”) has submitted a request for modification to the original project approval of a Development Review Permit (DRP), and a Major Subdivision/Tentative Parcel Map at 512- 538 Nardo Avenue, pursuant to Title 17 (Zoning), of the Solana Beach Municipal Code (SBMC); and

**WHEREAS**, the original project was approved on April 24, 2019 at a City Council Public Hearing; and

**WHEREAS**, on June 9, 2021, the City Council held a duly noticed Public Hearing to consider minor modifications to the project; and

**WHEREAS**, the Public Hearing was conducted pursuant to the provisions of SBMC 17.72.030 of the Solana Beach Zoning Ordinance; and

**WHEREAS**, at the Public Hearing, the City Council received and considered evidence concerning the request for a modification; and

**WHEREAS**, an Initial Study/Mitigated Negative Declaration IS/MND and Mitigation Monitoring and Reporting Program MMRP was approved with the adoption of Resolution 2019-046 when the project was approved on April 24, 2019; and

**WHEREAS**, the proposed modifications would not be out of the scope of work that was evaluated under the IS/MND and no additional review was required under the California Environmental Quality Act (CEQA); and

**WHEREAS**, this decision is based upon the evidence presented at the Hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

**NOW THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the request for a modification to relocate the proposed 8-inch sewer line from Bell Rach Road and Nardo Avenue to be located in a 20-foot-wide sewer easement between approved Lots 2 and 3 of the Ocean Ranch Subdivision and between 612 and 618 Nardito Lane in order to connect to the existing sewer line in an Nardito

Lane and install new roadside infiltration swales along Bell Ranch Road and an infiltration basin in front of Lot 2 of the approved subdivision in order to treat run-off from phase one of the project with the following conditions applicable to the proposed modification:

3. FINDINGS:

A. In accordance with Section 17.68.040 (Development Review Permits) of the City of Solana Beach Municipal Code, the Council can make the required findings to approve a modification with specific attention to the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F and required under Development Review Permit Finding Number One (17.68.040.H.1):

*II. The proposed development complies with the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F:*

*e. Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The proposed modification would reduce the total grading quantity from 4,800 cubic yards of cut and fill to 3,600 cubic yards of cut and fill onsite. The proposed modifications would also relocate the sewer connection from the center of Bell Ranch Road and Nardo Avenue to instead run between Approved Lots 2 and 3 and 612 and 618 Nardito Lane to connect to the existing line within Nardito Lane. The property owners at 612 and 618 Nardito have signed an agreement to allow a sewer easement on their property. In addition, new roadside infiltration swales would be installed along Bell Ranch Road and an infiltration basin located in front of Lot 2 will remain for the life of the subdivision in order to treat run-off and will be installed during phase one of the project. The HOA will maintain the infiltration swales and basin for the life of the subdivision. No other changes to the grading that was approved with the original project approval are proposed.

4. CONDITIONS: Prior to use or development of the property in reliance on this permit, the Applicant shall provide for and adhere to all the conditions of the original project approval of Resolution 2019-046 unless otherwise revised below.

A. Community Development Department Conditions:

- I. Building Permit plans must be in substantial conformance with the plans presented to the City Council on June 9, 2021 and located in the project file dated June 1, 2021.

B. Engineering Department Conditions:

- I. Prior to the recordation of the final Map, the Applicant shall construct a roadside drainage bio-swale along south side of Bell Ranch Road as well as a separate Bio-detention basin in Lot 2 as shown in the amended Tentative Map to the Satisfaction of the City Engineer.
  - a. Prior to the Recordation of the final Map, the Applicant shall record an Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego. The EMRA shall be accompanied with a scaled drawing that clearly shows the “encroachments” in the right-of-way. The latest Title Report of the property is also required. The EMRA shall be recorded against this property for all improvements in the Public Right-Of-Way.
- II. Resolution 2019-046 Condition C.XX shall be deleted and replaced with the following condition:

Prior to recordation of the final map, the Applicant shall construct the sanitary sewer for this subdivision as shown on the preliminary grading plan & tentative map. The Applicant shall grant a 20 ft wide sewer easement along the common property line between Lot number 2 and Lot number 3. Additionally, the Applicant shall grant a 20 feet wide easement along the common property line of 612 Nardito & 618 Nardito Ln as shown on the amended tentative map submitted on January 19, 2021 to the satisfaction of the City Engineer.

C. Fire Department Conditions:

- I. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

- II. **DEAD ENDS:** All dead-end fire access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. A cul-de-sac shall be provided in residential areas where the access roadway serves more than four (4) structures. The minimum unobstructed paved radius width for a cul-de-sac shall be 36 feet in residential areas with no parking.
- III. **RESPONSE MAPS:** Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in one of the following formats (AutoCad DWG, DXF, ESRI shapefile, ESRI personal geodatabase, or XML format) and shall be charged a reasonable fee for updating all response maps.
- IV. **CONSTRUCTION MATERIALS:** Prior to delivery of combustible building construction materials to the project site, all of the following conditions shall be completed to the satisfaction of the Fire Department:
  - a. All wet and dry utilities shall be installed and approved by the appropriate inspecting department or agency;
  - b. As a minimum, the first lift of asphalt paving shall be in place to provide a permanent all weather surface for emergency vehicles; and
  - c. Water supply for fire protection (fire hydrants and standpipes) shall be installed, in service and accepted by the Fire Department and applicable water district.
- V. **POSTING OR STRIPING ROADWAYS "NO PARKING FIRE LANE":** Fire Department access roadways, when required, shall be properly identified as per Solana Beach Fire Department standards. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- VI. **OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- VII. **FIRE HYDRANTS AND FIRE FLOWS:** The Applicant shall provide fire hydrants of a type, number, and location satisfactory to the Solana Beach Fire Department. A letter from the water agency serving the area shall be provided that states the required fire flow is available. Fire hydrants shall be of a bronze type. Multi-family residential or industrial fire hydrants shall have two (2) 4" inch and two (2) 2 ½" inch NST outlets. Residential fire

hydrants shall have one (1) 4" inch NST outlet, and one (1) 2 ½" inch NST outlets.

5. ENFORCEMENT: Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.16 and 1.18 in addition to any applicable revocation proceedings.
6. EXPIRATION: The approval of the modification for the project will expire 24 months from the date of this approval, unless the Applicant has obtained building permits and have commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council.
7. INDEMNIFICATION AGREEMENT: The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this Resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this Resolution you must comply with the provisions of Government Code Section 66020. Generally the Resolution is effective upon expiration of the tenth day following the date of adoption of this Resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Solana Beach, California, held on the 9<sup>th</sup> day of June 2021, by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –

ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# TENTATIVE MAP 17-15-15

## OCEAN RANCH ESTATES

### SOUTH NARDO AVENUE

### SOLANA BEACH, CA

**SITE ADDRESS**

512, 516, 524, & 538 SOUTH NARDO AVE.  
 SOLANA BEACH, CA 92075  
 APN 298-121-24-00, 298-121-25-00, 298-121-55-00, 298-121-56-00

**ACCESS**

NARDO AVENUE, A PUBLIC ROAD

**LEGEND**

- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT
- EXISTING EASEMENTS & DEDICATIONS
- EXISTING CONTOUR
- EXISTING BUILDING

**EXISTING EASEMENTS**

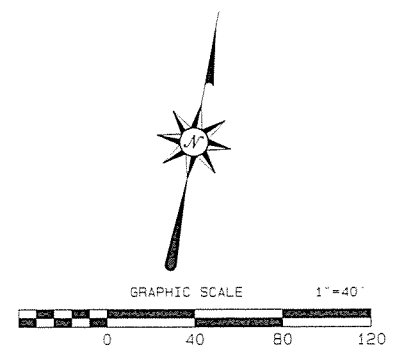
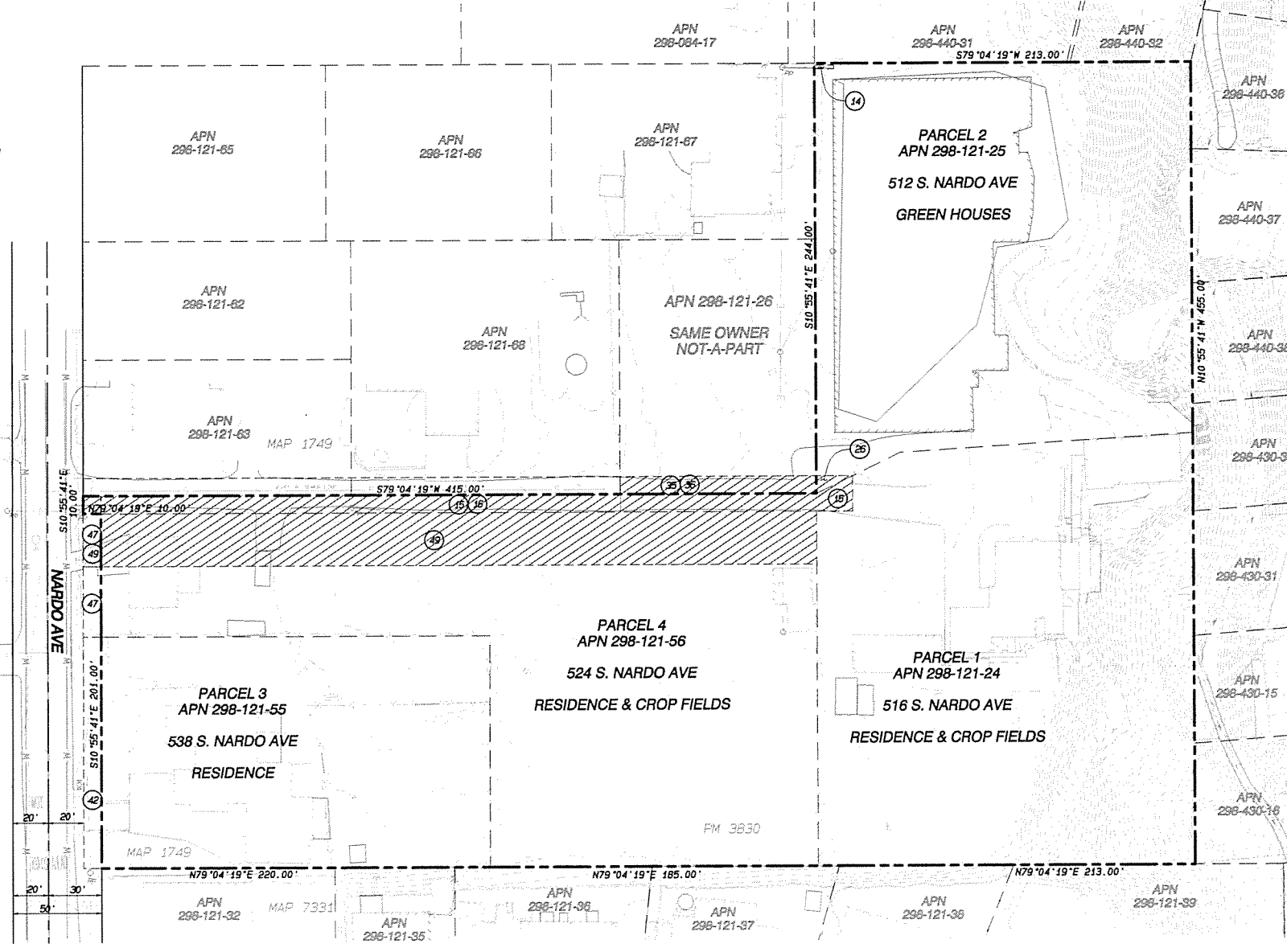
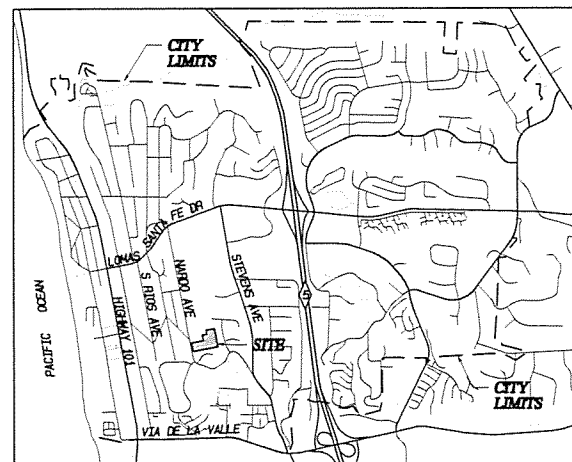
- 14 AN EASEMENT FOR POLES, WIRES AND ANCHORAGE AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 24, 1930 IN BOOK 1568 OF DEEDS, PAGE 364.
- 15 AN EASEMENT FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES AND INCIDENTAL PURPOSES, RECORDED JUNE 01, 1960 AS INSTRUMENT NO. 112527 AND RECORDED JUNE 01, 1960 AS INSTRUMENT NO. 112528, BOTH OF OFFICIAL RECORDS.
- 16 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 28, 1971 AS INSTRUMENT NO. 71-18154 OF OFFICIAL RECORDS.  
 THE FOLLOWING EASEMENTS AFFECT PARCEL 2:
- 26 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 1, 1960 AS INSTRUMENT NO. 112527 OF OFFICIAL RECORDS.  
 THE FOLLOWING EASEMENTS AFFECT APN 298-121-26 (SAME OWNER NOT-A-PART)
- 35 AN EASEMENT FOR ROAD, WATER, GAS, POWER AND TELEPHONE LINES AND INCIDENTAL PURPOSES, RECORDED JUNE 1, 1960 AS INSTRUMENT NO. 112527 OF OFFICIAL RECORDS.
- 36 AN EASEMENT FOR POLES, WIRES AND INCIDENTAL PURPOSES, RECORDED JANUARY 26, 1971 AS INSTRUMENT NO. 18154 OF OFFICIAL RECORDS.  
 THE FOLLOWING EASEMENTS AFFECT PARCEL 3:
- 42 AN EASEMENT FOR COUNTY HIGHWAY AND INCIDENTAL PURPOSES, RECORDED MAY 19, 1975 AS INSTRUMENT NO. 121690 OF OFFICIAL RECORDS.  
 THE FOLLOWING EASEMENTS AFFECT PARCEL 4:
- 47 AN EASEMENT FOR COUNTY HIGHWAY AND INCIDENTAL PURPOSES, RECORDED MAY 19, 1975 AS INSTRUMENT NO. 75-121690 OF OFFICIAL RECORDS.
- 49 AN EASEMENT FOR STREETS AND UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 24, 1991 AS INSTRUMENT NO. 91-662300 OF OFFICIAL RECORDS. A PORTION OF SAID EASEMENT RIGHTS HAVE BEEN RELINQUISHED PURSUANT TO THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 2, 2012 AS INSTRUMENT NO. 2012-0453048 OF OFFICIAL RECORDS.

**REFERENCE MAPS**

MAP 7331 - GRANDVIEW TERRACE  
 MAP 1749 - SOLANA BEACH  
 ROS 3377  
 ROS 8545  
 PARCEL MAP 3830

**SHEET INDEX**

- PRELIMINARY COVER SHEET 1
- PRELIMINARY LOT LAYOUT 2
- PRELIMINARY GRADING & UTILITY PLAN 3
- PRELIMINARY SECTIONS 4
- SLOPE ANALYSIS 5
- PRELIMINARY EROSION CONTROL PLAN 6



**DENSITY CALCULATIONS**

GROSS ACREAGE = 4.189 ACRES  
 LESS PROP. 56' PRIVATE ROAD = 0.650 ACRES  
 LESS PROP. DEDICATION ON NARDO ST. = 0.002 ACRES  
 NET ACRES = 3.537 ACRES

SLOPE	AREA (AC)	DENSITY (DU)	DWELLING UNITS
<2%	2.52	3	8.76
2%-4%	0.22	3/2	0.33
>4%	0.40	0	0
<b>TOTAL:</b>			<b>9.09</b>

PER SMC 17.20.030 B.1.C2, FRACTIONAL UNITS LESS THAN 0.70 SHALL ROUND DOWN 9.00 DU ALLOWED 8 DU PROPOSED

PER SMC 17.70.020, INCLUSIVE HOUSING 8 X 0.15 = 1.2 UNITS  
 ACQUISITION OF 1 EXISTING OFF-SITE UNIT PER 17.70.030 (D) AND AFFORDABLE HOUSING IMPACT FEE FOR 0.2 FRACTIONAL UNIT

**OWNER'S CERTIFICATE**

WE HEREBY CERTIFY THAT WE ARE THE RECORDER OWNERS OF THE PROPERTY SHOWN ON THE ATTACHED TENTATIVE MAP AND THAT SAID MAP SHOWS THE ENTIRE CONTIGUOUS OWNERSHIP. I UNDERSTAND THAT PROPERTY IS CONSIDERED CONTIGUOUS EVEN IF IT IS SEPARATED BY ROADS, STREETS, UTILITY EASEMENTS, OR RAILROAD RIGHTS OF WAY.

OWNER:  
  
 OCEAN RANCH ESTATES, LLC  
 PARCEL 1  
  
 OCEAN RANCH ESTATES, LLC  
 PARCEL 2  
  
 OCEAN RANCH ESTATES, LLC  
 PARCEL 3  
  
 FELIX SANCHEZ  
 PARCEL 4

**SUBDIVIDER'S CERTIFICATE**

THE SUBDIVIDER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF SOLANA BEACH AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY CLAIM, ACTION, OR PROCEEDING AGAINST THE CITY OF SOLANA BEACH OR ITS AGENTS, OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID, OR ANNULL AN APPROVAL FROM THE CITY OF SOLANA BEACH CONCERNING THE SUBDIVISION WHEN SUCH ACTION IS BROUGHT WITHIN THE TIME PERIOD SPECIFIED IN SDG, CODE SECTION 66-499.37. THIS CERTIFICATION IS CONDITIONED UPON THE CITY OF SOLANA BEACH PROVIDING PROMPT NOTICE TO THE SUBDIVIDER AS PROVIDED FOR BY THE ACT (GOV. CODE 66-474.9)

SUBDIVIDER:  
  
 OCEAN RANCH ESTATES, LLC

**TOPOGRAPHY AND MAP**

PREPARED BY:  
 PASCO LARET SUITER & ASSOCIATES, INC.  
 535 N. HIGHWAY 101, SUITE A  
 SOLANA BEACH, CA 92075  
 (954) 259-8212

**UTILITIES**

- WATER: SANTA FE TERRASATION DISTRICT
- FIRE: SOLANA BEACH FIRE PROTECTION DISTRICT
- SEWER: CITY OF SOLANA BEACH
- GAS & ELECTRIC: SAN DIEGO GAS & ELECTRIC
- TELEPHONE: COX COMMUNICATIONS AND/OR AT&T
- CABLE TV: COX COMMUNICATIONS AND/OR AT&T
- ELEMENTARY SCHOOL: SOLANA BEACH ELEMENTARY SCHOOL DISTRICT
- HIGH SCHOOL: SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

**LEGAL DESCRIPTION**

PARCEL 1 & 2: APN 298-121-24 & 25  
 THAT PORTION OF LOT 2 IN BLOCK 1 OF SOLANA BEACH, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1749, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MARCH 05, 1923, TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED JANUARY 18, 1876.

PARCEL 3: APN 298-121-55  
 LOT 1 OF PARCEL MAP NO. 3830, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 29, 1975 AS INSTRUMENT NO. 131868 OF OFFICIAL RECORDS.

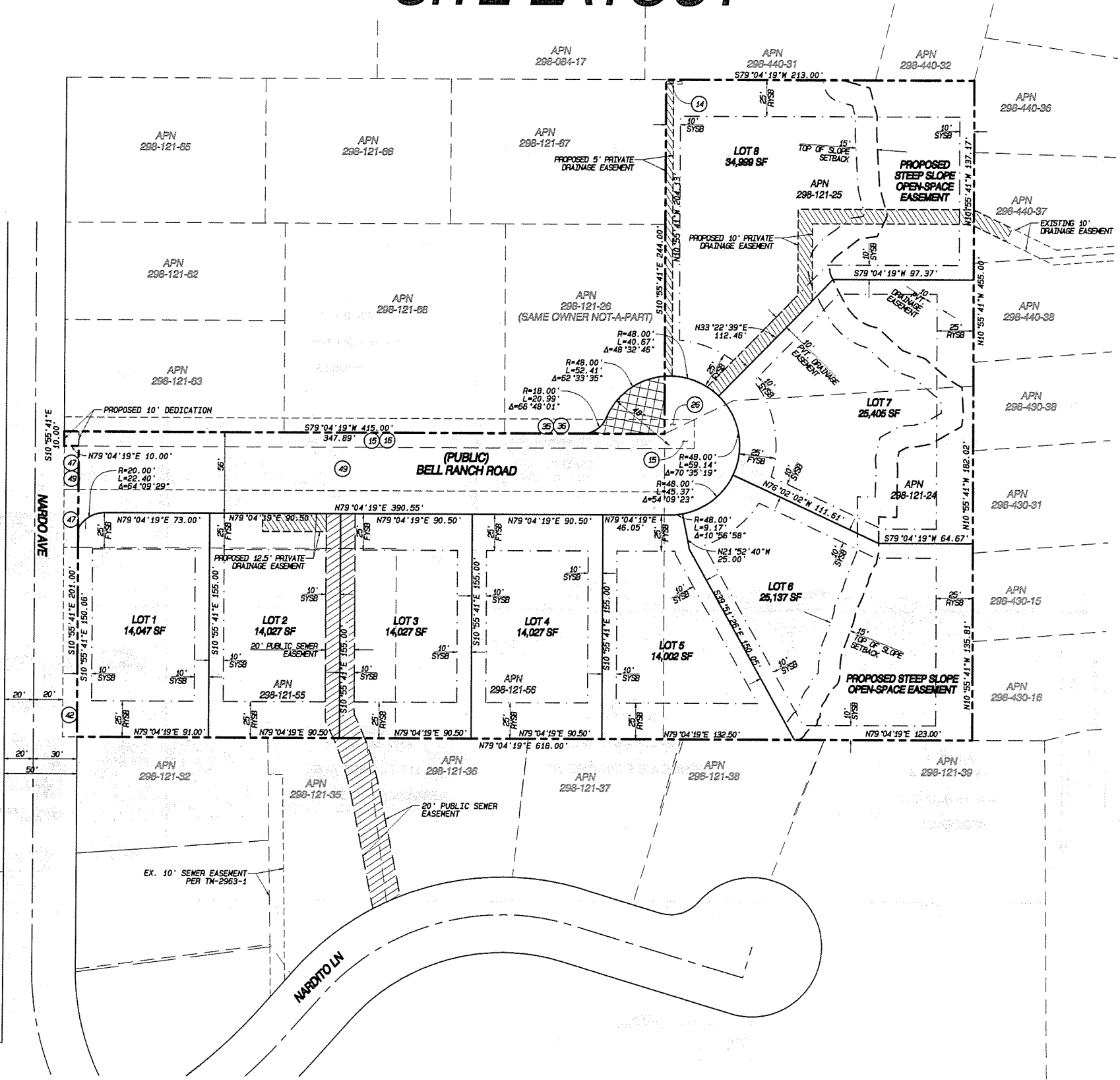
PARCEL 4: APN 298-121-56  
 PARCEL 2 OF PARCEL MAP NO. 3830, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 29, 1975 AS INSTRUMENT NO. 75-131868 OF OFFICIAL RECORDS.



ENGINEER OF WORK  
  
 BRIAN ARNOLD, PCE 71651  
 PREPARED DATE: 6/2/2021  
 DATE: 6/2/2021

**PASCO LARET SUITER & ASSOCIATES**  
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
 535 North Highway 101, Ste A, Solana Beach, CA 92075  
 ph 954.259.8212 | fx 954.259.4812 | plscengineering.com

# SITE LAYOUT



### EXISTING EASEMENTS

- 14 AN EASEMENT FOR POLES, WIRES AND ANCHORAGE AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 24, 1930 IN BOOK 1668 OF DEEDS, PAGE 364.
- 15 AN EASEMENT FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES AND INCIDENTAL PURPOSES, RECORDED JUNE 01, 1960 AS INSTRUMENT NO. 112527 AND RECORDED JUNE 01, 1960 AS INSTRUMENT NO. 112528, BOTH OF OFFICIAL RECORDS.
- 16 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 29, 1971 AS INSTRUMENT NO. 71-18154 OF OFFICIAL RECORDS.  
THE FOLLOWING EASEMENTS AFFECT PARCEL 2:
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### LEGEND

PROPERTY LINE	---
SUBDIVISION BOUNDARY	---
LOT NUMBER	LOT X
LOT AREA	X,XXX SF
PROPOSED SETBACKS	---
CENTERLINE OF ROAD	---
EXISTING EASEMENT	---
PROPOSED PRIVATE DRAINAGE EASEMENT	---
PROPOSED STEEP SLOPE OPEN-SPACE EASEMENT	---
PROPOSED PUBLIC ROAD DEDICATION PER SEPARATE DOCUMENT	---
PROPOSED TOP OF SLOPE SETBACK	---
PROPOSED PUBLIC SEWER EASEMENT	---

### FIRE NOTES:

1. FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED IMPROVED WIDTH OF NOT LESS THAN 20 FEET, 36 FEET CURB LINE TO CURB LINE, AND AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES. ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF NOT LESS THAN 75,000 POUNDS AND SHALL BE PROVIDED WITH AN APPROVED PAVED SURFACE TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES.
2. ALL DEAD-END FIRE ACCESS ROADS IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH AN APPROVED AREA FOR TURNING AROUND FIRE APPARATUS. A CUL-DE-SAC SHALL BE PROVIDED IN RESIDENTIAL AREAS WHERE THE ACCESS ROADWAY SERVES MORE THAN FOUR (4) STRUCTURES. THE MINIMUM UNOBSTRUCTED PAVED RADIUS WIDTH FOR A CUL-DE-SAC SHALL BE 35 FEET IN RESIDENTIAL AREAS WITH NOW PARKING.
3. THE GRADIENT FOR A FIRE APPARATUS ACCESS ROADWAY SHALL NOT EXCEED 20.0%. GRADES EXCEEDING 15.0% (DOWNSLOPE OR UPSLOPE) SHALL NOT BE PERMITTED WITHOUT MITIGATION. MINIMAL MITIGATION SHALL BE A SURFACE OF PORTLAND CEMENT CONCRETE WITH A DEEP BROOM FINISH PERPENDICULAR TO THE ENTIRE DIRECTION OF TRAVEL. ADDITIONAL MITIGATION MEASURES MAY BE REQUIRED WHERE DEEMED APPROPRIATE. THE ANGLE OF DEPARTURE AND ANGLE OF APPROACH OF A FIRE ACCESS ROADWAY SHALL NOT EXCEED SEVEN (7) PERCENT.
4. PRIOR TO DELIVERY OF COMBUSTIBLE BUILDING CONSTRUCTION MATERIALS TO THE PROJECT SITE ALL OF THE FOLLOWING CONDITIONS SHALL BE COMPLETED TO THE SATISFACTION OF THE FIRE DEPARTMENT:
  - A. ALL NET AND DRY UTILITIES SHALL BE INSTALLED AND APPROVED BY THE APPROPRIATE INSPECTING DEPARTMENT OR AGENCY.
  - B. AS A MINIMUM THE FIRST LIFT OF ASPHALT PAVING SHALL BE IN PLACE TO PROVIDE A PERMANENT ALL WEATHER SURFACE FOR EMERGENCY VEHICLES, AND
  - C. WATER SUPPLY FOR FIRE PROTECTION (FIRE HYDRANTS AND STANDPIPES) SHALL BE INSTALLED, IN SERVICE AND ACCEPTED BY THE FIRE DEPARTMENT AND APPLICABLE WATER DISTRICT.
5. FIRE DEPARTMENT ACCESS ROADWAYS, WHEN REQUIRED, SHALL BE PROPERLY IDENTIFIED AS PER SOLANA BEACH FIRE DEPARTMENT STANDARDS.
6. ALL ROADWAYS SHALL BE A MINIMUM OF 20 FEET IN WIDTH DURING CONSTRUCTION AND MAINTAINED FREE AND CLEAR, INCLUDING THE PARKING OF VEHICLES, IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE AND THE SOLANA BEACH FIRE DEPARTMENT.
7. FIRE HYDRANTS SHALL BE OF A BRONZE TYPE, AND SHALL HAVE ONE (1) 4 INCH NST OUTLET, AND ONE (1) 2 1/2 INCH NST OUTLETS.

### ZONING INFORMATION

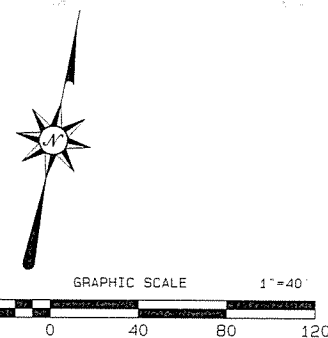
GENERAL PLAN DESIGNATION:	LPC
HEIGHT:	PER CODE 17.20.030.6
MINIMUM PARCEL SIZE:	14,000 SF
FRONT YARD (SYSB):	25'
REAR YARD (RYSB):	25'
STREET SIDE YARD (SYSB):	10'
INTERIOR SIDE YARD (ISYSB):	10'

APN 298-121-24-00, 298-121-25-00, 298-121-25-00, 298-121-25-00, 298-121-25-00

### SITE INFORMATION

GROSS AREA:	182,470 SF (4.19 ACRES)
NET AREA:	156,053 SF (3.58 ACRES)
TOTAL LOTS:	8
MINIMUM LOT SIZE:	14,002 SF
MAXIMUM LOT SIZE:	34,999 SF
AVERAGE LOT SIZE:	19,459 SF

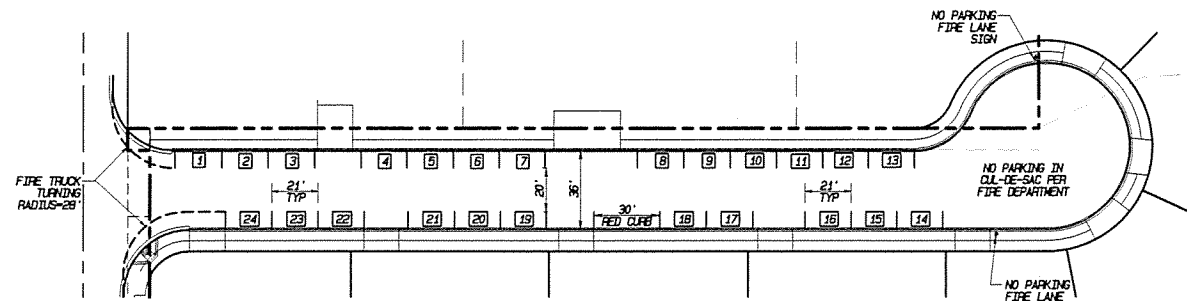
PREPARED DATE: 6/2/2021



**PASCO LARET SUITER & ASSOCIATES**  
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
 535 North Highway 101, Ste A, Solana Beach, CA 92075  
 ph 958.259.8212 | fx 958.259.4812 | plsu@pascolaret.com

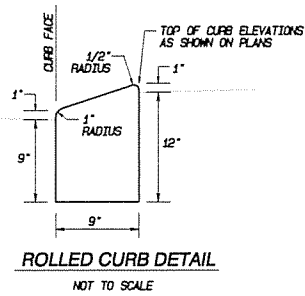


# PRELIMINARY GRADING & UTILITY PLAN



ON-STREET PARKING COUNT & FIRE DEPT. DETAIL

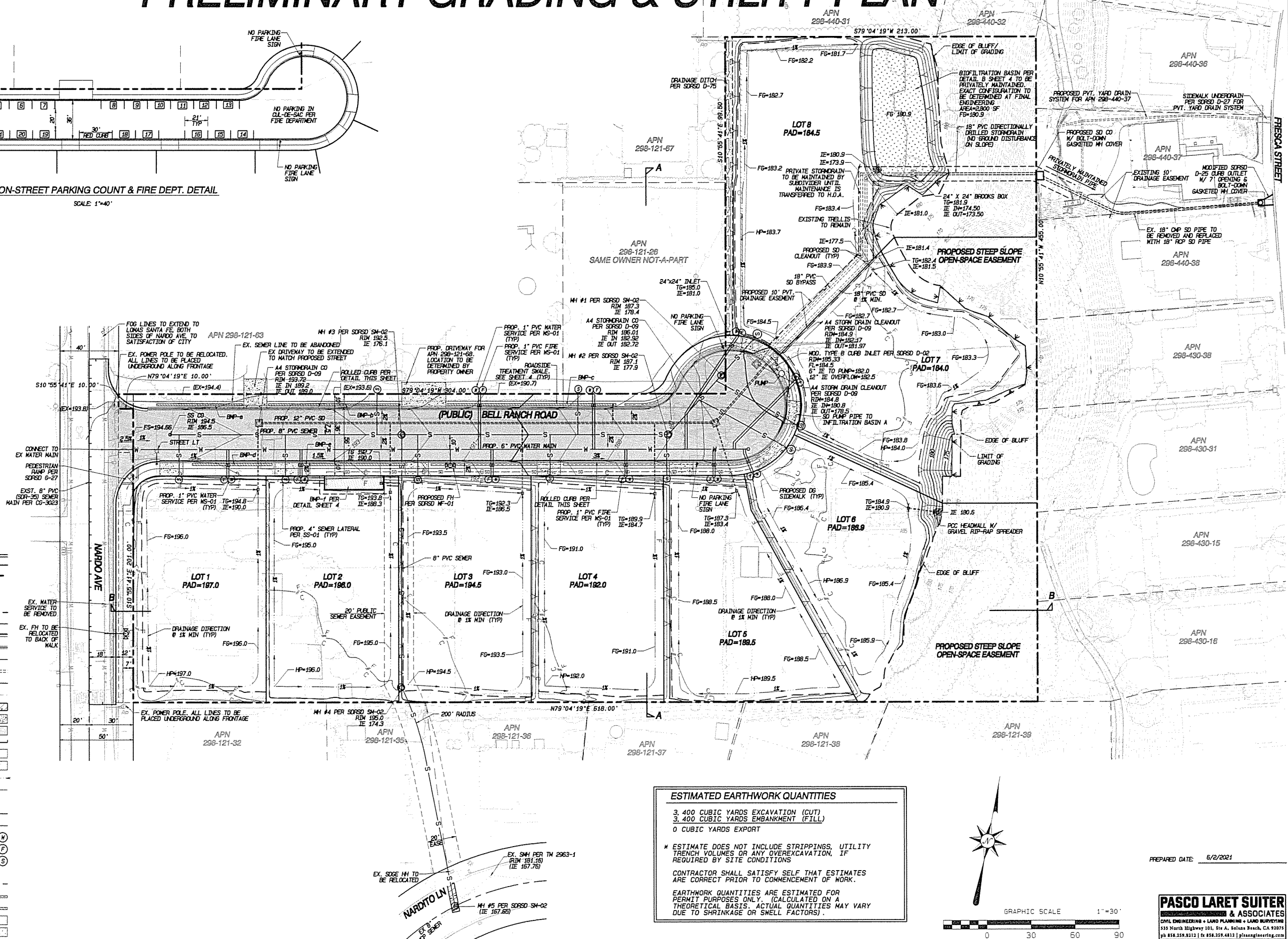
SCALE 1"=40'



ROLLED CURB DETAIL  
NOT TO SCALE

**LEGEND**

PROPERTY LINE	---
SUBDIVISION BOUNDARY	---
LOT NUMBER	LOT X
PAD ELEVATION	PAD=XXXX
EDGE OF BLUFF/ULTIMATE LIMIT OF GRADING	--- ---
LIMIT OF GRADING	--- ---
PROPOSED 6" CURB & GUTTER PER SORSO G-2	=====
PROPOSED ROLLED CURB	=====
CENTERLINE OF ROAD	-----
PROPOSED PRIVATE STORM DRAIN (SIZE PER PLAN)	=====
PROPOSED CONTOUR LINE	190
EXISTING CONTOUR LINE	190
PROPOSED TRENCH RESURFACING ON NARDITO LN	=====
PROPOSED PCC PAVING	=====
PROPOSED AC PAVING	=====
PROPOSED SAWCUT LINE	=====
PROPOSED AC GRIND AND OVERLAY	=====
PROPOSED DG SIDEWALK	=====
PROPOSED FLOWLINE	F
PROPOSED CUT/FILL LINE	C
PROPOSED DRAINAGE INLET	I
PROPOSED 8" PVC SEWER MAIN	S
PROPOSED 6" WATER MAIN	W
PROPOSED 1" PVC WATER SERVICE PER MS-01	MS-01
PROPOSED 1" PVC FIRE SERVICE PER MS-01	MS-01
PROPOSED 4" SEWER LATERAL PER SS-01	SS-01
PROPOSED SEWER MANHOLE PER SM-02	SM-02
LIMIT OF PAD	---
PROPOSED LID ROADSIDE SNALE	=====
PROPOSED ROADSIDE INFILTRATION SNALE	=====
PROPOSED INFILTRATION BMP	=====
PROPOSED BIOTRILTRATION BASIN	=====



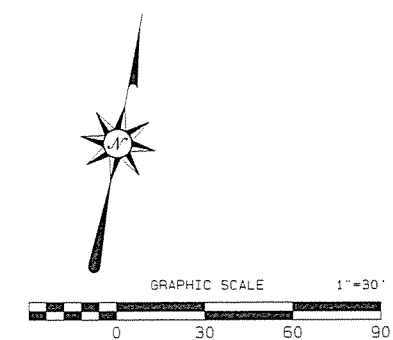
**ESTIMATED EARTHWORK QUANTITIES**

3,400 CUBIC YARDS EXCAVATION (CUT)  
 3,400 CUBIC YARDS EMBANKMENT (FILL)  
 0 CUBIC YARDS EXPORT

\* ESTIMATE DOES NOT INCLUDE STRIPPINGS, UTILITY TRENCH VOLUMES OR ANY OVEREXCAVATION, IF REQUIRED BY SITE CONDITIONS.

CONTRACTOR SHALL SATISFY SELF THAT ESTIMATES ARE CORRECT PRIOR TO COMMENCEMENT OF WORK.

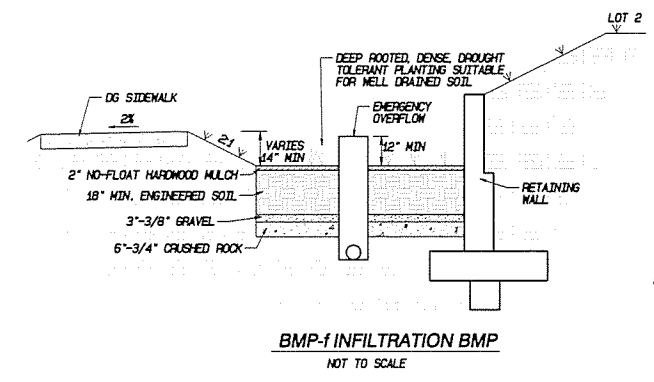
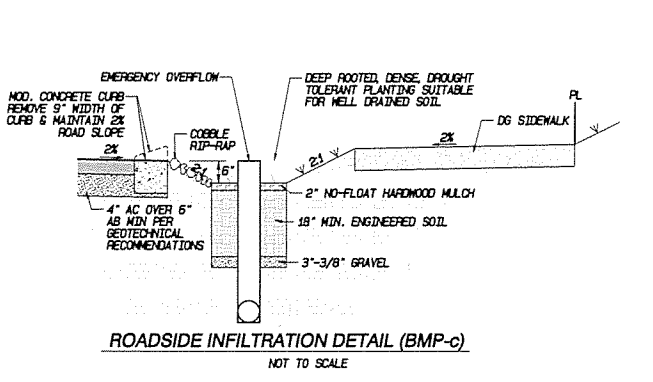
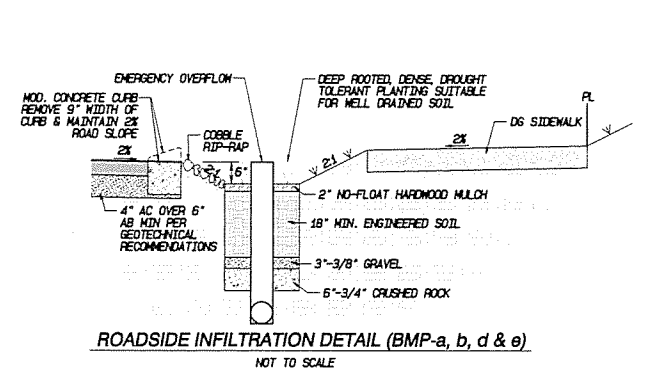
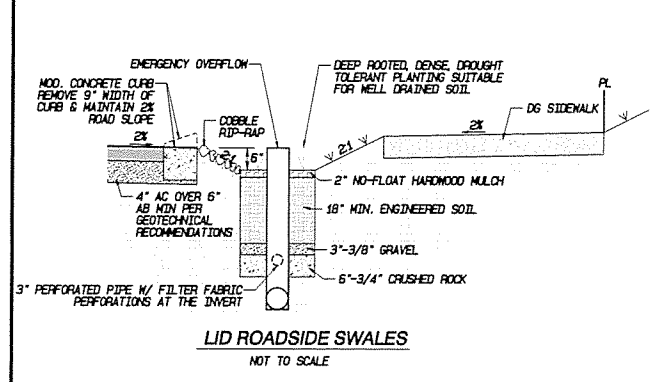
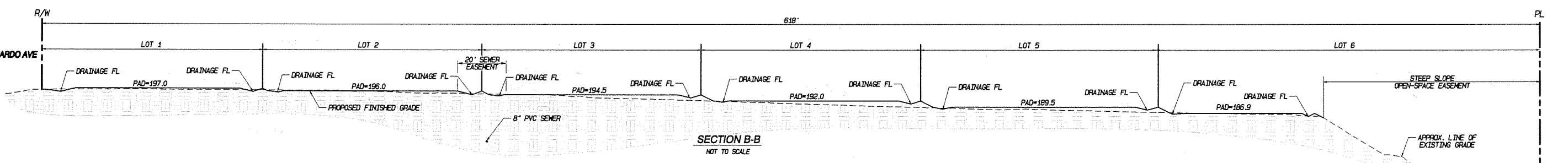
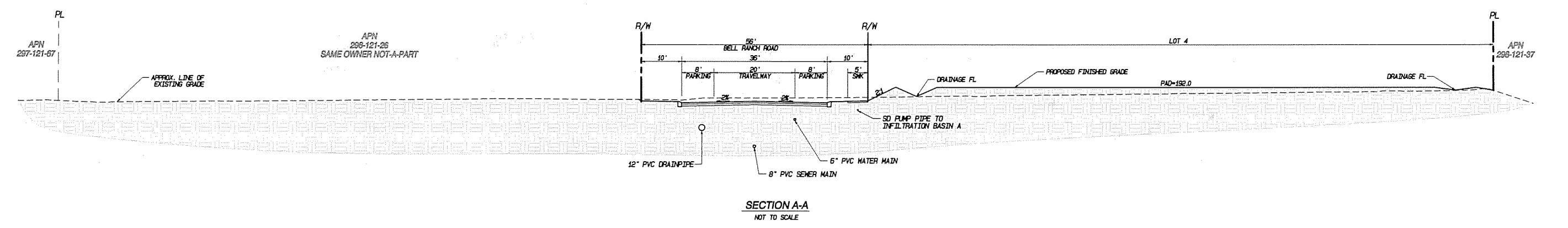
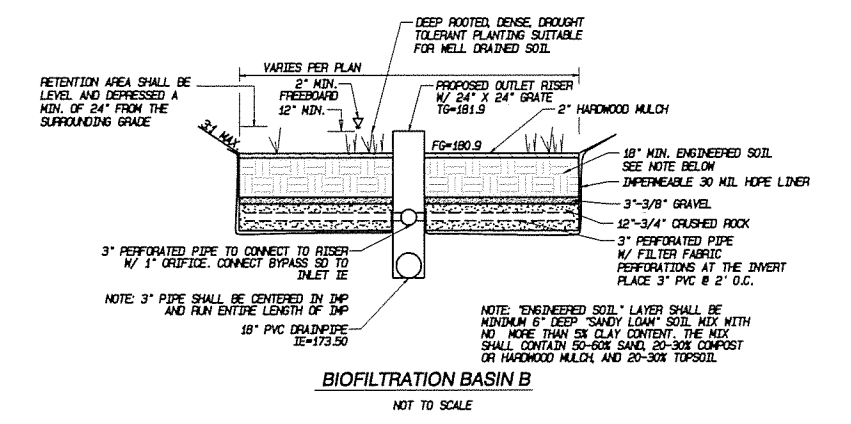
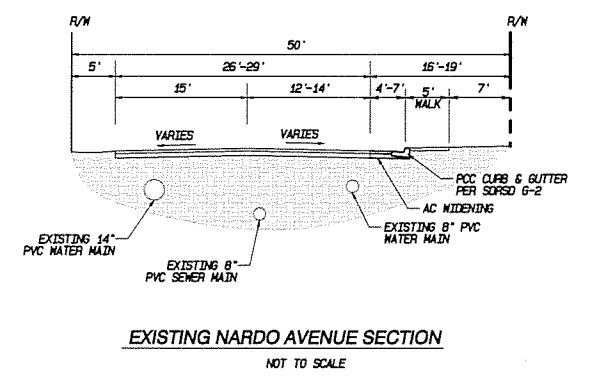
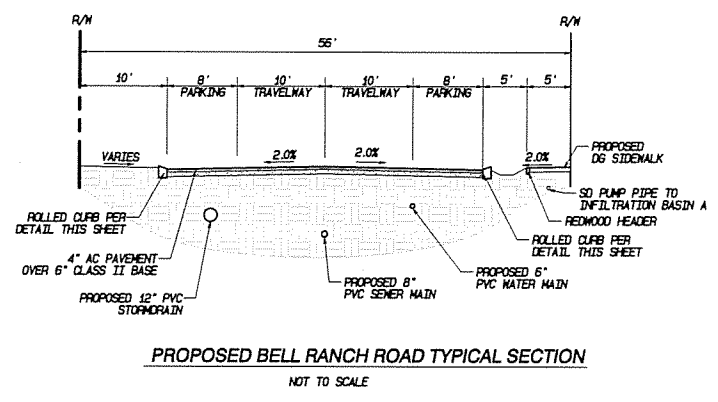
EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY. (CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO SHRINKAGE OR SWELL FACTORS).



PREPARED DATE: 6/2/2021

**PASCO LARET SUITER & ASSOCIATES**  
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 155 North Highway 101, Ste A, Eureka, CA 92925  
 PH 858.259.8212 | FX 858.259.4812 | plasz@pascoengineering.com

# SECTIONS AND DETAILS

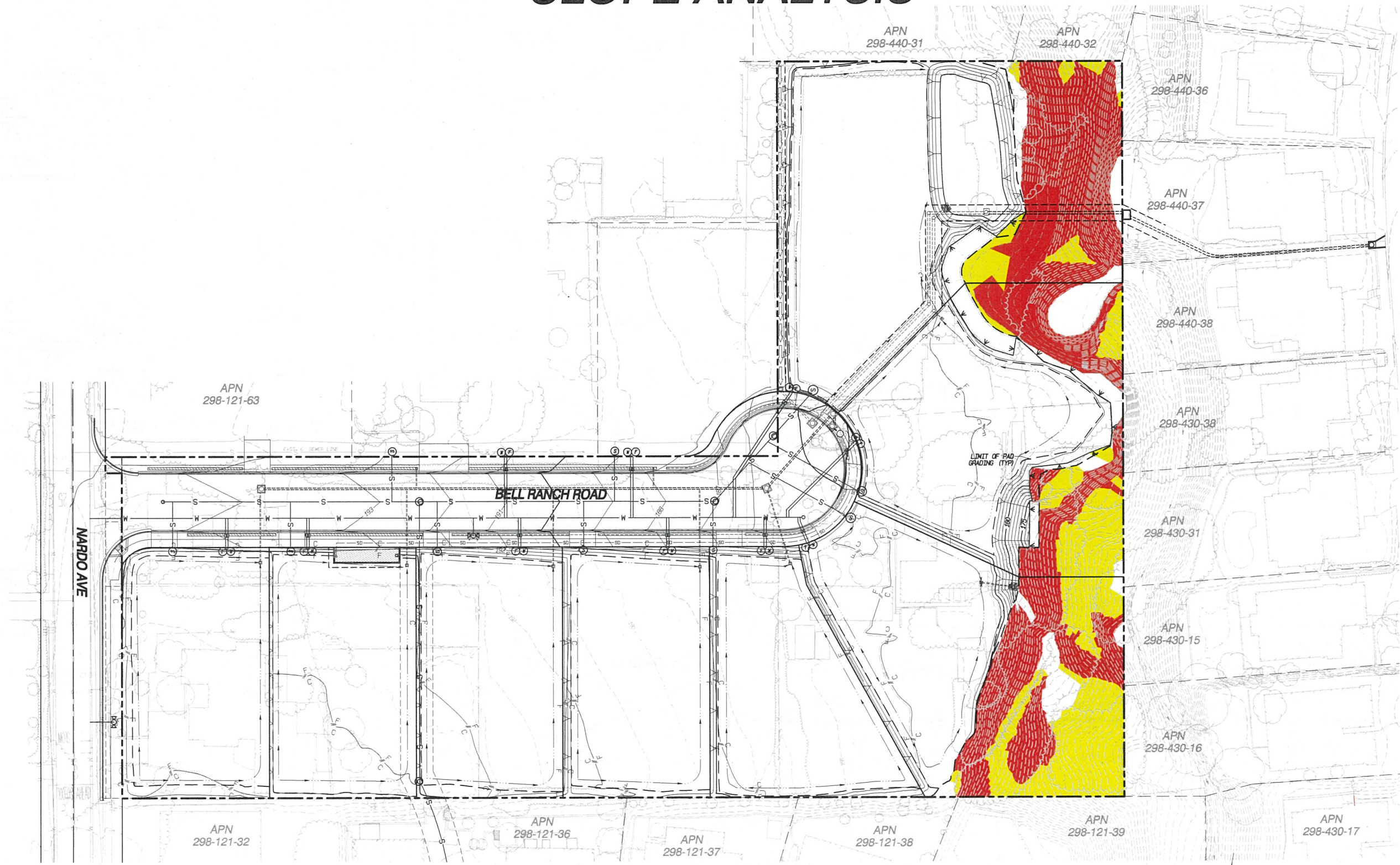


PREPARED DATE: 6/2/2021

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935 North Highway 101, Ste A, Solana Beach, CA 92075  
ph 858.259.8212 | fx 858.259.4812 | pl@pascolaret.com



# SLOPE ANALYSIS

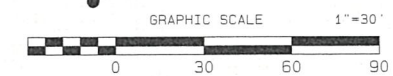


**TOTAL GROSS LOT AREA = 4.19 ACRES**

- SLOPES LESS THAN 25%  
AREA = 3.57 AC  
85.2% OF THE TOTAL AREA
- SLOPES BETWEEN 25% TO 40%  
AREA = 0.22 AC  
5.2% OF THE TOTAL AREA
- SLOPES GREATER THAN 40%  
AREA = 0.40 AC  
9.6% OF THE TOTAL AREA

**LEGEND**

- PROPERTY LINE
- SUBDIVISION BOUNDARY
- PROPOSED STEEP SLOPE OPEN-SPACE EASEMENT
- LIMIT OF GRADING

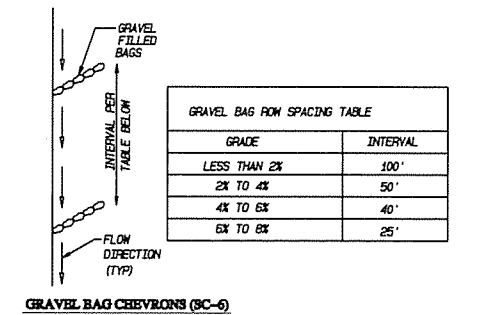
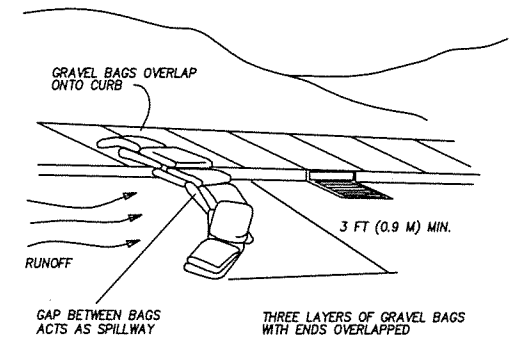
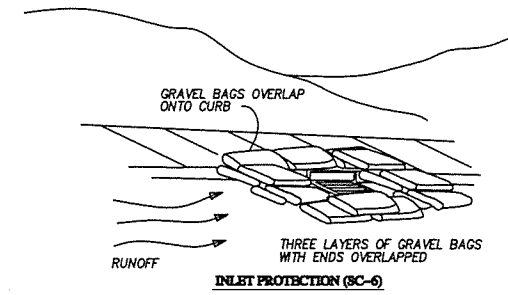
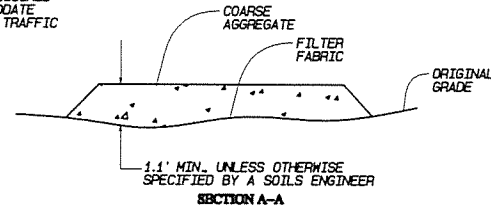
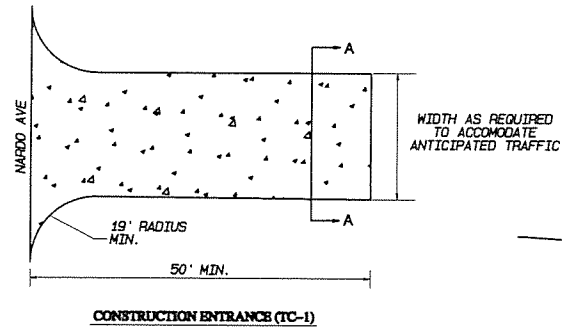


PREPARED DATE: 6/2/2021

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535 North Highway 101, Ste. A, Escondido, CA 92075  
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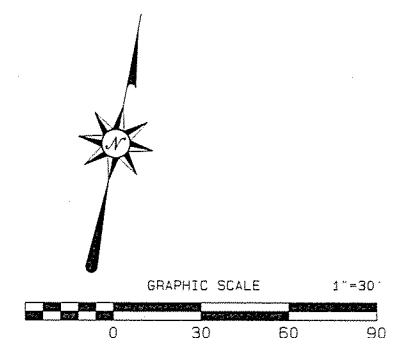
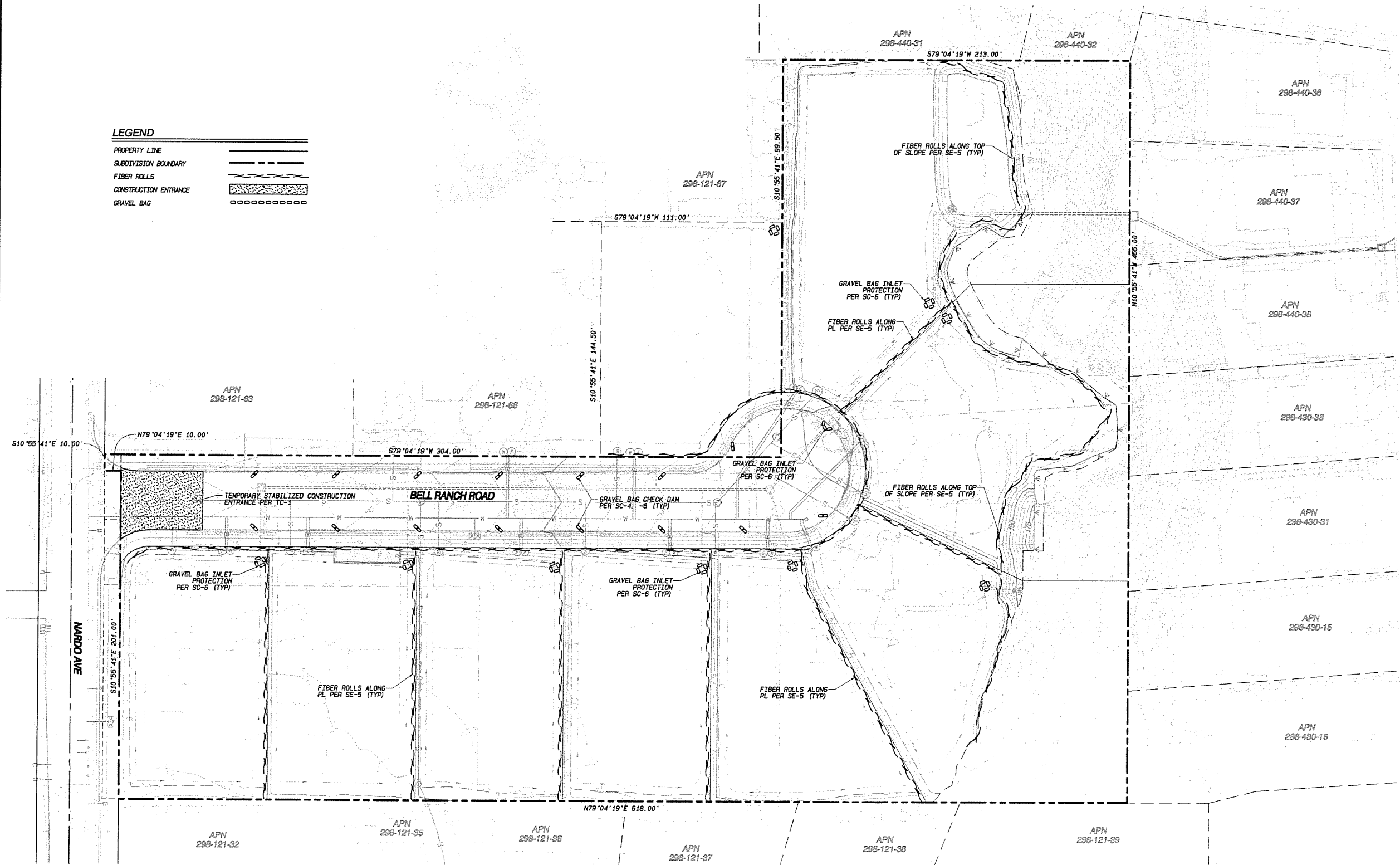


# PRELIMINARY EROSION CONTROL PLAN



**LEGEND**

- PROPERTY LINE
- SUBDIVISION BOUNDARY
- FIBER ROLLS
- CONSTRUCTION ENTRANCE
- GRAVEL BAG



PREPARED DATE: 6/2/2021

**PASCO LARET SUITER & ASSOCIATES**  
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 355 North Highway 101, Ste A, Salinas Beach, CA 92075  
 ph 858.259.8212 | fx 858.359.4812 | pl@pascolaret.com

## Memorandum of Understanding

For

### Sewer Easement

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of MARCH 27, 2020, by and between OCEAN RANCH ESTATES, LLC, a California limited liability company (“ORE” or “Grantee”), on the one hand, and THE YEN FAMILY TRUST 1-15-07 AND THE FORTE LIVING TRUST 2-17-05 (“Forte and Yen” or “Grantors”) on the other hand, collectively referred to as the “parties.”

### Objectives

This MOU sets forth the terms and understanding between ORE and Grantors related to a Sewer Easement that benefits ORE and its development project.

- A. ORE owns and is developing certain real property commonly known as 512-538 South Nardo Avenue (the “ORE Property”) in the City of Solana Beach (“City”).
- B. ORE is Grantors’ neighbor who respectively own real property commonly known as 612 Nardito Lane in the City, Assessor’s Parcel Number 298-121-35-00 (“The Yen Property”) and 618 Nardito Lane in the City, Assesor’s Parcel Number 298-121-36-00 (“The Forte Property”).
- C. The purpose of this MOU is to set forth the terms upon which the parties agree to work together to (1) grant ORE the Sewer Easement (more particularly described below) on the Grantors’ Property and (2) compensate Grantors for granting ORE the Sewer Easement.

### General Terms

1. **Easement:** Subject to the terms of this MOU, Grantors agree to grant ORE/Grantee a non-exclusive easement (“Sewer Easement”) on and in the Grantors’ Property for the purposes of constructing and maintaining sanitary waste from the ORE property to be conveyed into the public infrastructure. The parties agree to execute a recordable Easement Agreement pursuant to the terms of this MOU upon approval of the Sewer Easement Plan by the City. In the event that the City of Solana Beach does not approve the Sewer Easement Plan, or any other governmental authority does not grant permission to ORE to complete the subdivision currently approved by the City, this agreement shall be null and void. The Sewer Easement Plan is attached hereto as Exhibit A.
2. **Compensation to Grantors:** Grantors have requested, and Grantee agrees that in consideration for granting the Sewer Easement, Grantee will remove and replace, at Grantee’s sole expense, all hard surfaces currently used for vehicular access to the Grantors’ respective residences, as further depicted in Exhibit B attached hereto.

Grantors' shall have sole shared discretion in selecting a paving material and design as would reasonably be associated with construction of a new residence in the surrounding area. Grantors' will indicate their mutual approval in writing before any work is to commence. In the event that one or more of the Grantors' fail to provide a timely or reasonable acceptance of a replacement driveway material, Grantee shall be permitted to make a selection without further discussion or delay.

3. **Duration:** This MOU shall be effective upon signing and shall expire in 24 months or upon the City's denial of the Sewer Easement Plan proposed herein, whichever comes first. Upon the City's approval of the Sewer Easement Plan proposed herein, Grantor and Grantee shall use all reasonable efforts to record a permanent easement for the purposes described herein. Grantors' hereby acknowledge that the construction and development process can be delayed and Grantee is under no obligation to complete the work described herein other than as soon as is reasonably practical. In the event that Grantor determines that the Sewer Easement through the Grantors' property is unnecessary or infeasible for any reason, or that the ORE Project or any alternative project on Grantee's property will pursue an alternative sewer design than the one described herein, Grantee shall not be required to complete the improvements described in this Memorandum by giving written notice to Grantors of same.
4. **Movement of existing utilities:** Grantee hereby discloses that it may be necessary to relocate utilities currently serving Grantors' property, including but not limited to water, sewer, gas and electric. Grantee will be responsible for any relocation and reconnection of the existing utilities serving Grantor's property and keep any service interruptions to a minimum. In the event that service interruption shall result in loss of any utilities overnight ("Overnight Interruption"), Grantors shall be entitled to stay in a hotel until such time that service is restored to their respective residences. Grantee shall reimburse Grantors for any reasonable costs incurred at a hotel stay. Grantee and its workers will use reasonable efforts to anticipate the need for Overnight Interruption (if necessary) and give Grantees adequate notice to make hotel arrangements which shall be paid in advance directly to the Hotel by Grantee. In the event of an unforeseen interruption of utility service caused by Grantee or its workers, such as the accidental damage of a utility line, which cannot be restored by 5 P.M. on the day of the occurrence, Grantors shall be entitled to make reasonable hotel accommodations and be reimbursed for same by Grantee until service is restored.
5. **Bonds and Insurance:** Grantee shall include, to whatever extent feasible and practical, the work described herein as part of the improvement work to be secured by any completion bonds posted for the Ocean Ranch subdivision. Grantee shall indemnify Grantors and hold them harmless from any liability that may occur while work is performed on Grantors' properties.


The parties acknowledge that they have had the opportunity to seek independent advice of counsel and enter into this MOU to work together to execute a recordable Easement Agreement pursuant to the terms of this MOU.

**THE YEN FAMILY TRUST 1-15-07**

  
Trustee 3/11/2020  
Date

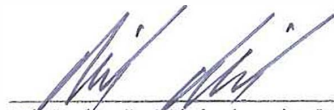
  
Trustee 3/11/2020  
Date

**THE FORTE LIVING TRUST 2-17-05**

  
Trustee 3-03-20  
Date

  
Trustee 3/3/2020  
Date

**OCEAN RANCH ESTATES, LLC**  
a California limited liability company

  
Nicholas P. Nicholas, its Manager 3/27/20

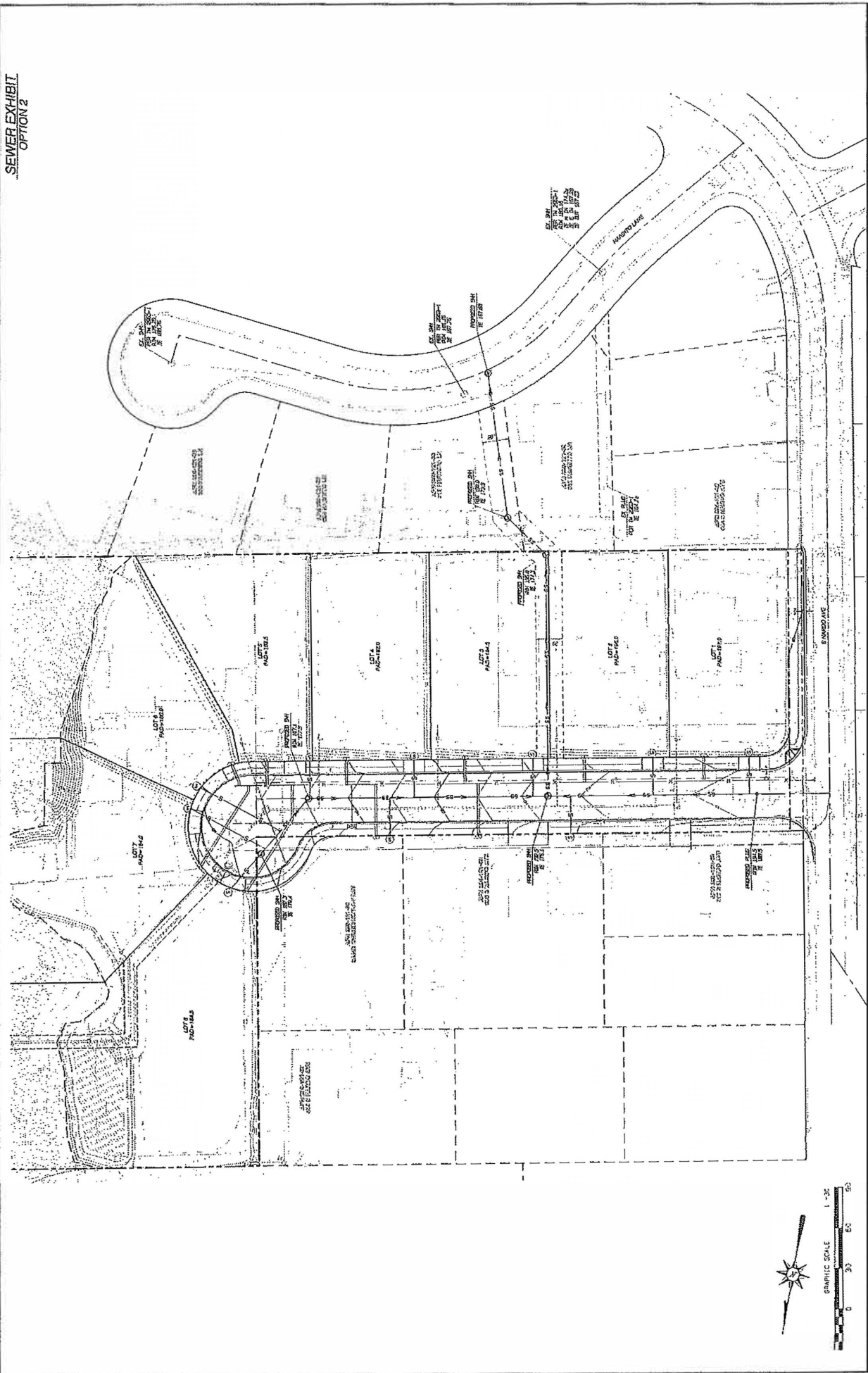
**EXHIBIT A**

**[SEWER EASEMENT SITE PLAN]**



# Exhibit A

SEWER EXHIBIT  
OPTION 2



**EXHIBIT B**

**[AREA TO BE REMOVED AND REPLCED]**



Exhibit B

Nardito Ln

Nardito Ln

Google

S Nardo Ave

Map





# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** June 9, 2021  
**ORIGINATING DEPT:** City Manager's Office  
**SUBJECT:** **FY 2021/22 Community Grant Program Requests**

---

## **BACKGROUND:**

On May 4, 2004, the City Council adopted Resolution No. 2004-68 approving Council Policy No. 14 establishing the Community Grant Program ("Grant Program") and Application Guidelines for the Grant Program.

At the February 10, 2021, City Council Meeting, the City Council authorized the Fiscal Year (FY) 2021/22 Community Grant Program. The FY 2021/22 Proposed Budget contains an appropriation of \$25,000 to fund the Community Grants Program. The City receives a \$15,000 contribution from EDCO as part of the community enhancement efforts through the solid waste Franchise Agreement with the City, which is used to fund a portion of this program.

Following the approval of the FY 2021/22 Community Grant Program, Staff distributed a request for financial assistance for community grants. Staff utilized the City's "e-blast" notification system, social media accounts (Facebook and Twitter), and the City's website to notify the community that the request for proposals application period had started. The deadline for submission was May 25, 2021.

This item is before the City Council to review the grant applications received and to allow the applicants to make a brief presentation regarding their proposed programs.

## **DISCUSSION:**

The community grant criteria approved by the City Council on February 10, 2021 was incorporated into the application guidelines of the "Request for Financial Assistance" document for FY 2021/22 (Attachment 1). The highlights of the application are as follows:

### **Application Criteria**

1. Preferences will be given towards non-profits that provide services/goods to Solana Beach groups or individuals with special economic needs that are not being met in the

<p>CITY COUNCIL ACTION: _____</p> <p>_____</p>
--



economic environment. These can be non-profits whose funding has been reduced or eliminated and are unable to serve the populations in need.

2. Fair and justifiable program costs (budget required).
3. Program Originality (new and unique).
4. Collaboration/Partnerships.
5. Leverage of matching funds/resources.
6. Applicants must submit a financial conditions (Balance Sheet) statement as well as the applicant(s) revenue/expenditure statements and tax return statements for the prior operating year.
7. Completion of project between date of grant approval through May 31, 2022.
8. Grant funds are only intended for non-governmental agencies.

### Qualifying Criteria for Financial Assistance

The main qualifying criteria for financial assistance under Council Policy No. 14 are summarized below:

#### **Non-Profit Organizations**

Nonprofit organizations which have officially filed as a nonprofit with the State of California and have a 501(c)3 certification must attach a copy of their current year non-profit certification form along with a Request for Financial Assistance Application. For organizations that are “recognized” nonprofits within the community but have never formally filed with the State, the City Council, at its discretion, may consider their application. It has been the practice in the past to allow applicants to submit a letter from either the Internal Revenue Service (IRS) or the California State Board of Equalization declaring the entity’s tax-exempt status for the 501(c)3 certification.

#### **Threshold Qualifying Criteria**

Request for Financial Assistance Applications are limited to non-governmental, nonprofit organizations serving the Solana Beach community. Excluded entities include the following: County of San Diego, municipal organizations, special or water districts, school districts, schools (but not their supporting organizations) and private individuals. Applicants should have a State of California non-profit status certification or be a recognized Solana Beach “nonprofit” service, civic or youth organization.

### Grant Requests FY 2021/22

The following fourteen (14) applications were received by the City during the solicitation period (in alphabetical order).

<b>Applicant</b>	<b>Amount Requested</b>
Assistance League Rancho San Dieguito	\$3,000
BikeWalk Solana	\$3,600
Boys and Girls Club of San Dieguito	\$5,000
Casa De Amistad	\$5,000
Community Resource Center	\$5,000
Disconnect Collective, Inc.	\$5,000
Girls on the Run San Diego	\$5,000
Jaliscience Folkloric Academy	\$5,000
La Colonia Community Foundation	\$5,000
Nature Collective	\$5,000
North Coast Repertory Theatre	\$5,000
Pathways to Citizenship ( <i>Formerly NCICC</i> )	\$4,968
San Diego Civic & Historical Society	\$5,000
San Diego Green Building Council	\$5,000
<b>Total</b>	<b>\$66,568</b>

The complete applications are included in a separate attachment that was distributed to Council along with the agenda packet prior to the City Council meeting.

Santa Fe Christian (SFC) Schools Cooperation

Eight years ago, the City and SFC created a unique partnership to more efficiently and effectively assist the non-profit organizations that specifically serve the La Colonia de Eden Gardens community. This partnership, which has included a contribution ranging from \$10,000 - \$15,000 from SFC in past years, has allowed for both the City and SFC to maximize its limited resources to provide the most benefit for this underserved population. Staff will reach out to SFC to inquire if they will be partnering with the City again this year. Once the City receives confirmation of whether or not SFC will participate again this year, Staff will relay the information to the Council.

Previous Grant Cycle Update

At the February 10, 2021 Council meeting, Council asked that we provide a grant status update regarding any applicant that received funds in our previous cycle. The following eleven (11) out of the current fourteen (14) applicants received grants during the previous fiscal year grant cycle:

- Assistance League Rancho San Dieguito
- BikeWalk Solana
- Boys and Girls Club of San Dieguito
- Casa De Amistad
- Community Resource Center
- Disconnect Collective, Inc.
- Girls on the Run San Diego
- Jaliscience Folkloric Academy

- La Colonia Community Foundation
- Nature Collective
- North Coast Repertory Theatre
- Pathways to Citizenship (Formerly NCICC)

At time of this report, Staff has received updates from ten (10) of the eleven (11) applicants listed above. Of the responses received, only two (2) applicants have indicated they have not yet spent all of their respective awards. These applicants are Jaliscience Folkloric Academy and La Colonia Community Foundation.

Jaliscience Folkloric Academy has \$1,812.06 remaining from their \$2,500 grant award. They plan to use these funds this calendar year to purchase needed costumes.

La Colonia Community Foundation have not yet utilized grant funds awarded in both FY 2019/20 and FY 2020/21. The organization was awarded grants for The Adelante Conference and The Youth Empowerment Conference, however, due to COVID-19, these conferences had to be postponed. These conferences are currently scheduled to take place on September 11, 2021, and September 18, 2021.

The only applicant that did not provide a recent status update was Casa de Amistad, although an update sent on February 10, 2021 did inform Staff that Casa de Amistad was on track to spend all of their community grant award by May 30, 2021. Staff will continue to follow-up with this applicant for confirmation that the funds were spent.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The FY 2021/22 Proposed Budget contains an appropriation in the amount of \$25,000 to be used to fund community grants, subject to the City Council's discretion. All fiscal appropriations are budgeted under the City Council budget unit 001-5000-5100-6532 – Contribution to Other Agencies.

In past years, the Council has authorized an additional \$5,000 from the Reserve Public Arts Account to be used to fund the North Coast Repertory Theatre grant application.

**WORK PLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation
- Approve Staff recommendation with modifications
- Deny Staff recommendation and provide direction

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council receive the Staff Report, Community Grant applications and consider the presentations from the grant applicants. This item will come back to the City Council at the June 23, 2021 City Council Meeting for Council's grant allocations.

**CITY MANAGER RECOMMENDATION:**

Approve Department Recommendation



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Gregory Wade, City Manager

Attachments:

1. City of Solana Beach Community Grant Program "Request for Financial Assistance"  
FY 2021/22
2. Grant Applications





**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22**

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**APPLICATION GUIDELINES**

The City of Solana Beach is soliciting grant applications until **5:00 p.m., Tuesday, May 25, 2021**. The City Council has a total of \$25,000 available for community organizations. A maximum of two grant applications may be submitted per community organization. Grants will be awarded with a maximum award of \$5,000.

Request for Grants are limited to non-governmental, nonprofit organizations serving the Solana Beach community. Excluded entities include the following: County of San Diego, Municipal Organizations, Special or Water Districts, school districts or schools (but not their supporting organizations), and private individuals.

**Grant Application & Documents Required**

Applicants must complete the attached application form and provide the following documents:

- Summary of organization's (overall) budget
- Proposed program budget detailing costs which are fair and reasonable.
- Financial Statements including the Balance Sheet and Revenue/Expenditure Statement, and the Tax Statements filed for the prior year.
- W-9 Form
- California Franchise Tax Board Entity Status Letter showing nonprofit status

- **Non-Profit Organizations**

*Organizations which have filed as a nonprofit with the State of California must attach a copy of its current year 501 (c) 3 nonprofit certification form. Organizations that are "recognized" nonprofits within the community but have not formally filed with the State, will be considered at the City Council's discretion. Note, any decision made by City Council is final in regards to the community grants process.*

**Program Requirements:**

- Must serve the residents of Solana Beach.
- Preferred to be a new program or one that provides a new or unique aspect to an existing program. Funds are available as one-time seed-money to augment a community program.

**Application Submittal and Deadline: NO LATER THAN 5:00 p.m. Tuesday, May 25, 2021**

It is the City's preference that completed forms be received via email to [dking@cosb.org](mailto:dking@cosb.org) and copied to [pletts@cosb.org](mailto:pletts@cosb.org). If email submission is not possible for an applicant, hard copies may be dropped off at City Hall 635 South Highway 101, Solana Beach, CA. 92075, Attn: Community Grants Program.

Please contact Dan King, Assistant City Manager, at (858) 720-2477 if you need additional information.



**Applications will be judged and selected on the following criteria:**

1. Preferences will be given towards non-profits that provide services/goods to Solana Beach groups or individuals with special economic needs that are not being met in the economic environment. These can be non-profits whose funding has been reduced or eliminated and are unable to serve these populations in need.
2. Program costs that are fair and justifiable.
3. Program originality (new and unique).
4. Consideration may be given to applications that collaborate or partner with other organizations.
5. Consideration may be given to applications which receive matching funds from other organizations.
6. Consideration may be given to applications as decided by the City Council.
7. Information provided on application will be used to review prior grant management and performance history. Significant non-compliance issues will be taken into consideration and may affect future funding decisions by the City Council.

**Grant Award and Expenditures:**

The City Council, at its discretion, may modify the grant award to qualified recipients based on qualifying criteria, number of qualified applicants received, and purpose of request to meet areas as enumerated by the City Council that benefit the Solana Beach community. The total of all grant awards may not exceed \$25,000.

Grants will be funded after the approval of the awards by the City Council. Expenses must be directly related to services or materials of proposed activity during the grant award period (Date of Grant Approval through May 31, 2022). Grantees will be required to maintain records to support claimed expenditures and project accomplishments. Funds for the proposed project must not be used to replace or offset funding sources normally available for any portion of the project, nor be used by the applicant to fund/supplement its own monetary giving.

**Final Report and Receipts:**

The City Manager's Office will review submitted copies of paid receipts/invoices and a written report to ensure that funds were spent in compliance with the approved application. Applicant(s) will be required to reimburse the City of Solana Beach all inappropriately spent funds.



**PROGRAM FY 2021-22 KEY DATES:**

- April 29, 2021** Distribute Grant Program Application, have it available and solicit for applications.
- May 25, 2021** **DEADLINE for Request for Financial Assistance Applications (5:00pm)**. The City Manager's Office will review each application and make recommendations based upon:
- 1) Completed application;
  - 2) Clear indication of the grant amount requested;
  - 3) Receipt of grant application before the deadline WITH attachments;
  - 4) Benefit to Solana Beach community and conformity with threshold criteria.
- June 09, 2021** **First Council Review**: All eligible grant applications for Fiscal Year 2021-22 will be considered by City Council. Review and public comment/presentations will be accepted.
- June 23, 2021** **Final Council Review**: Council makes decision and approves grant recipients. The City Manager will be directed to issue awards to recipients. Announcement of grant award recipients is made to community via public notification.
- May 1, 2022** Letter will be sent to FY 2021-22 grant recipients reminding them to submit their reports and copies of receipts by May 31, 2022. (Exception to the May 31, 2022 completion date can be made with proof of good cause.)
- May 31, 2022** All FY 2021-22 grant recipients must submit copies of paid receipts/invoices and written report, that includes the number of citizens served and outcome of grant funded activity. If no paid receipts/invoices are received, recipient will be required to immediately reimburse City of Solana Beach grant funds.

All grant recipients' final reports will be submitted before the City Council for approval of expenditures. If determination is made that funds were expended inappropriately, Council will direct Grant recipients to reimburse the City of Solana Beach for the designated amount of award.



## **CITY OF SOLANA BEACH COMMUNITY GRANT PROGRAM Fiscal Year 2021/22**

1. ASSISTANCE LEAGUE OF RANCHO SAN DIEGUITO	\$3,000.00
2. BIKEWALK SOLANA	\$3,600.00
3. BOYS AND GIRLS CLUBS OF SAN DIEGUITO	\$5,000.00
4. CASA DE AMISTAD	\$5,000.00
5. COMMUNITY RESOURCE CENTER	\$5,000.00
6. DISCONNECT COLLECTIVE	\$5,000.00
7. GIRLS ON THE RUN	\$5,000.00
8. JALISCIENCE FOLKLORIC ACADEMY	\$5,000.00
9. LA COLONIA COMMUNITY FOUNDATION	\$5,000.00
10. NATURE COLLECTIVE	\$5,000.00
11. NORTH COAST REPERTORY THEATER	\$5,000.00
12. PATHWAYS TO CITIZENSHIP (FORMERLY NCICC)	\$4,968.00
13. SAN DIEGO GREEN BUILDING COUNCIL	\$5,000.00
14. SOLANA BEACH CIVIC & HISTORICAL SOCIETY	\$5,000.00







**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: Assistance League of Rancho San Dieguito  
Mailing Address: 270 F North El Camino Real, Box 368  
City Encinitas State CA Zip 92024  
Contact Person: Kathy O'Leary  
Daytime Phone: 760-753-1319  
Evening Phone: 760-753-1319  
Email address: alrsd100@gmail.com

1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before?  
**Yes -XX No**  
**If yes, what activities and which fiscal year? From 2014-2021, we have received money for the shoe events at Marshalls for students from St. Leo's Head Start Program.**
4. Amount requested for FY 2021-22 \$ 3000
5. Proposed Total Program Costs: \$ 3000  
(Includes all estimated costs to conduct proposed activity/program.)
6. Title of Proposed Program/Service: Shoes for Preschoolers/Operation School Bell
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
**We invite the preschool children and their families from St. Leo's Head Start Program to come to Marshalls in Solana Beach to shop for shoes. Each child is able to buy one pair of shoes for school. Last year the average cost of a pair of shoes was \$40. Assistance League members are present to help.**

8. Estimated number of S.B. residents to be served by proposed program: 75

9. Program Dates/Location:  
Two or three dates in March 2022

The Marshalls store is located at 673 Rodolfo Drive, Lomas Santa Fe Square, Solana Beach.

10. Anticipated Program Objectives or Accomplishments:  
We invite all the students and their families from the Head Start Program. This year all the students attended one of the two shopping dates in April. Many of these children have never had a new pair of shoes. This is a very special opportunity for the children and their families. They know that the community cares about them.

11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?

Assistance League will list the City of Solana Beach Community Grants as one of our donors in publicity materials: community newsletter, the program for our annual fundraiser, on our website, at our Encinitas Thrift Shop and on other grant applications.

12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?

No, there are no matching funds or grants.  
This grant pays for the entire program.

13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?

Our volunteer members will work at the Marshalls store during the program.  
They are not paid.  
The staff at Marshalls is not paid by us.

14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?

If we do not receive full funding, we will still do the program.  
However, fewer students would be invited.  
If we receive less than \$ 1500, we will not do the program.



**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*

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**Authorized Signature of Organization**

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**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**



**Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.**

*Kathy O'Leary*

**Authorized Signature of Organization**

*May 20, 2021*

**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

Assistance League of Rancho San Dieguito  
Shoes for Preschoolers at Marshall in Solana Beach

Budget for 2021-2022

75 preschoolers x \$40 each = \$3000

# Assistance League of Rancho San Dieguito 2021-2022 Budget

	05/14/2021	Total 2021 - 2022
<b>Income</b>		
4000 · Contributions		48,010.00
4100 · Grants		25,500.00
4201 · Thrift Shop		175,000.00
4300 · Special events		71,300.00
4500 · Investment Income		192.00
4600 · Member-Only		9,735.00
<b>Total Income</b>		<u>329,737.00</u>
<b>Gross Profit</b>		<u>329,737.00</u>
<b>Expense</b>		
5100 · Philanthropic Programs		128,285.00
5200 · Thrift Shop Expense		138,525.00
5300 · Fundraising Expense		1,700.00
5600 · Special Events Expense		22,500.00
5800 · Management & General		13,570.00
5900 · Member Only expense		6,655.00
<b>Total Expense</b>		<u>311,235.00</u>
<b>Net Income</b>		<u><u>18,502.00</u></u>

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2019 calendar year, or tax year beginning 6/01, 2019, and ending 5/31, 2020

<b>B</b> Check if applicable:	<b>C</b>	<b>D</b> Employer identification number		
<input type="checkbox"/> Address change	Assistance League of Rancho San Dieguito 270-F North El Camino Real #368 Encinitas, CA 92024	33-0556542		
<input type="checkbox"/> Name change		<b>E</b> Telephone number	858.232.0678	
<input type="checkbox"/> Initial return			<b>G</b> Gross receipts \$	452,965.
<input type="checkbox"/> Final return/terminated		<b>F</b> Name and address of principal officer: <u>Joy Lappe</u>	<b>H(a)</b> Is this a group return for subordinates?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<input type="checkbox"/> Amended return		Same As C Above	<b>H(b)</b> Are all subordinates included? If "No," attach a list. (see instructions)	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Application pending		<b>H(c)</b> Group exemption number ▶	4176	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527				
<b>J</b> Website: ▶ <u>www.alrsd.org</u>				
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		<b>L</b> Year of formation: <u>1993</u>	<b>M</b> State of legal domicile: <u>CA</u>	

Part I Summary			
Activities & Governance	<b>1</b> Briefly describe the organization's mission or most significant activities: <u>Assistance League volunteers transforming the lives of children and adults through community programs</u>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a).....	<b>3</b>	<b>11</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b).....	<b>4</b>	<b>11</b>
	<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a).....	<b>5</b>	<b>0</b>
	<b>6</b> Total number of volunteers (estimate if necessary).....	<b>6</b>	<b>171</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12.....	<b>7a</b>	<b>0.</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 39.....	<b>7b</b>	<b>0.</b>	
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h).....	Prior Year <b>247,158.</b>	Current Year <b>300,126.</b>
	<b>9</b> Program service revenue (Part VIII, line 2g).....		
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d).....	<b>120.</b>	<b>3,218.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e).....	<b>57,891.</b>	<b>5,839.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12).....	<b>305,169.</b>	<b>309,183.</b>
	Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3).....	<b>114,327.</b>
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4).....			
<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10).....			
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e).....			
<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>130,355.</u>			
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e).....		<b>165,670.</b>	<b>161,842.</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25).....	<b>279,997.</b>	<b>270,683.</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12.....	<b>25,172.</b>	<b>38,500.</b>	
Not Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16).....	Beginning of Current Year <b>451,376.</b>	End of Year <b>520,099.</b>
	<b>21</b> Total liabilities (Part X, line 26).....	<b>29,026.</b>	<b>59,249.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20.....	<b>422,350.</b>	<b>460,850.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Date	
	Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date
	<u>Katherine Gluck</u>	<u>Katherine Gluck</u>	<u>10.10.2020</u>
	Firm's name ▶ <u>Katherine Gluck, CPA</u>	Check <input checked="" type="checkbox"/> if self-employed	PTIN <u>P00858780</u>
	Firm's address ▶ <u>703 Pier Ave, B621 Hermosa Beach, CA 90254</u>	Firm's EIN ▶	Phone no. <u>310 406 6256</u>

May the IRS discuss this return with the preparer shown above? (see instructions).....  Yes  No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III. [X]

1 Briefly describe the organization's mission:

Assistance League of Rancho San Dieguito is an all-volunteer, nonprofit organization whose members are dedicated to making a positive difference in our community.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 84,637. including grants of \$ 83,769.) (Revenue \$ )

Operation School Bell provides new school clothing for preschool, elementary and middle school students from families who are identified by their school personnel. This past year the program provided clothing to 1,154 school children from five local school districts. We clothed 18,167 school children since the program's inception in 1998. We also collaborate with other Assistance League chapters to provide new school clothing to the children of enlisted families in the Camp Pendleton Marine Base. Since the program's inception in 2005, we clothed 8,280 students, including 640 this past year.

4b (Code: ) (Expenses \$ 17,015. including grants of \$ 17,000.) (Revenue \$ )

The Scholarship Program provides scholarships to graduating seniors and prior-year recipients. The past year we provided a total of \$17,000 to nine graduating seniors and five prior-year recipients.

4c (Code: ) (Expenses \$ 10,336. including grants of \$ 8,072.) (Revenue \$ )

Assault Survivor Kits contain new clothing (sweatshirt, sweatpants and underwear), toiletries and other supplies. The kits, which are distributed through local hospitals, were provided to 550 survivors last year and to 5,935 survivors since the program's inception in 1998.

4d Other program services (Describe on Schedule O.) See Schedule O

(Expenses \$ 10,249. including grants of \$ ) (Revenue \$ )

4e Total program service expenses 122,237.

**Part IV Checklist of Required Schedules**

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If 'Yes,' complete Schedule A</i> .....	X	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)? .....	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If 'Yes,' complete Schedule C, Part I</i> .....		X
4	<b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If 'Yes,' complete Schedule C, Part II</i> .....		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If 'Yes,' complete Schedule C, Part III</i> .....		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If 'Yes,' complete Schedule D, Part I</i> .....		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If 'Yes,' complete Schedule D, Part II</i> .....		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If 'Yes,' complete Schedule D, Part III</i> .....		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If 'Yes,' complete Schedule D, Part IV</i> .....		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If 'Yes,' complete Schedule D, Part V</i> .....		X
11	If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If 'Yes,' complete Schedule D, Part VI</i> .....	X	
b	Did the organization report an amount for investments – other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VII</i> .....		X
c	Did the organization report an amount for investments – program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VIII</i> .....		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part IX</i> .....		X
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If 'Yes,' complete Schedule D, Part X</i> .....		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If 'Yes,' complete Schedule D, Part X</i> .....	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If 'Yes,' complete Schedule D, Parts XI and XII</i> .....		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional</i> .....		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If 'Yes,' complete Schedule E</i> .....		X
14a	Did the organization maintain an office, employees, or agents outside of the United States? .....		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If 'Yes,' complete Schedule F, Parts I and IV</i> .....		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If 'Yes,' complete Schedule F, Parts II and IV</i> .....		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If 'Yes,' complete Schedule F, Parts III and IV</i> .....		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If 'Yes,' complete Schedule G, Part I</i> (see instructions) .....		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If 'Yes,' complete Schedule G, Part II</i> .....	X	
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If 'Yes,' complete Schedule G, Part III</i> .....		X
20a	Did the organization operate one or more hospital facilities? <i>If 'Yes,' complete Schedule H</i> .....		X
b	If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II</i> .....	X	



**Part IV Checklist of Required Schedules** (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III.</i>	X	
23	Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J.</i>		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a.</i>		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part II.</i>		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III.</i>		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
b	A family member of any individual described in line 28a? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M.</i>	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M.</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I.</i>		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II.</i>		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I.</i>		X
34	Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI.</i>		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V.

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

**Part V** Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. .... <b>2 a</b> 0		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? ..... <b>2 b</b>		
<b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? ..... <b>3 a</b>		X
b	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O. .... <b>3 b</b>		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? ..... <b>4 a</b>		X
b	If 'Yes,' enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? ..... <b>5 a</b>		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? ..... <b>5 b</b>		X
c	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T? ..... <b>5 c</b>		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? ..... <b>6 a</b>		X
b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? ..... <b>6 b</b>		
<b>7 Organizations that may receive deductible contributions under section 170(c).</b>			
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? ..... <b>7 a</b>		X
b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided? ..... <b>7 b</b>		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? ..... <b>7 c</b>		X
d	If 'Yes,' indicate the number of Forms 8282 filed during the year. .... <b>7 d</b>		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ..... <b>7 e</b>		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ..... <b>7 f</b>		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? ..... <b>7 g</b>		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? ..... <b>7 h</b>		
<b>8 Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? ..... <b>8</b>			
<b>9 Sponsoring organizations maintaining donor advised funds.</b>			
a	Did the sponsoring organization make any taxable distributions under section 4966? ..... <b>9 a</b>		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? ..... <b>9 b</b>		
<b>10 Section 501(c)(7) organizations.</b> Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12. .... <b>10 a</b>		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities .... <b>10 b</b>		
<b>11 Section 501(c)(12) organizations.</b> Enter:			
a	Gross income from members or shareholders ..... <b>11 a</b>		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) ..... <b>11 b</b>		
<b>12a Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041? ..... <b>12 a</b>			
b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. .... <b>12 b</b>		
<b>13 Section 501(c)(29) qualified nonprofit health insurance issuers.</b>			
a	Is the organization licensed to issue qualified health plans in more than one state? ..... <b>13 a</b>		
<b>Note:</b> See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. .... <b>13 b</b>		
c	Enter the amount of reserves on hand. .... <b>13 c</b>		
14a	Did the organization receive any payments for indoor tanning services during the tax year? ..... <b>14 a</b>		X
b	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O. .... <b>14 b</b>		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? ..... <b>15</b>		X
If 'Yes,' see instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? ..... <b>16</b>		X
If 'Yes,' complete Form 4720, Schedule O.			



**Part VI Governance, Management, and Disclosure** For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.  
 Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1 a	Enter the number of voting members of the governing body at the end of the tax year . . . . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1 b	Enter the number of voting members included on line 1a, above, who are independent . . . . .		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . . .		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		X
6	Did the organization have members or stockholders? . . . . .	X	
7 a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .	X	
7 b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . . See Sch O	X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: See Schedule O		
8 a	The governing body? . . . . .	X	
8 b	Each committee with authority to act on behalf of the governing body? . . . . .		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses on Schedule O. . . . .		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10 a	Did the organization have local chapters, branches, or affiliates? . . . . .		X
10 b	If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .		
11 a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .	X	
11 b	Describe in Schedule O the process, if any, used by the organization to review this Form 990. See Schedule O		
12 a	Did the organization have a written conflict of interest policy? If 'No,' go to line 13. . . . .	X	
12 b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .	X	
12 c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done. . . . . See Schedule O	X	
13	Did the organization have a written whistleblower policy? . . . . .	X	
14	Did the organization have a written document retention and destruction policy? . . . . .	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15 a	The organization's CEO, Executive Director, or top management official . . . . .		X
15 b	Other officers or key employees of the organization . . . . . If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16 a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		X
16 b	If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed ▶ CA
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. See Schedule O
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

Marilyn Scheininger 270-F North El Camino Real #368 Encinitas CA 92024 858.232.0678

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII.

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Joy Lappe President	20 0	X		X				0.	0.	0.
(2) Kathy O'Leary Vice President	29 0	X		X				0.	0.	0.
(3) Darcy Friedman Vice President	11 0	X		X				0.	0.	0.
(4) Gail Sachs Vice President	5 0	X		X				0.	0.	0.
(5) Wendy Morris Vice President	17 0	X		X				0.	0.	0.
(6) Penelope Johnson Secretary	4 0	X		X				0.	0.	0.
(7) CJ Nelson Secretary	13 0	X		X				0.	0.	0.
(8) Liana Neyer Board Member	2 0	X		X				0.	0.	0.
(9) Marilyn Scheininger Treasurer	12 0	X		X				0.	0.	0.
(10) Eunwha Lenehan Board Member	7 0	X		X				0.	0.	0.
(11) Judith White Board Member	8 0	X		X				0.	0.	0.
(12) Catherine Lemmons-Abrams Board Member	17 0	X		X				0.	0.	0.
(13)										
(14)										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										
<b>1 b Subtotal</b> .....							0.	0.	0.	
<b>c Total from continuation sheets to Part VII, Section A.</b> .....							0.	0.	0.	
<b>d Total (add lines 1b and 1c)</b> .....							0.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual</i> .....		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes,' complete Schedule J for such individual</i> .....		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person</i> .....		X

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1 a Federated campaigns.....	1 a					
	b Membership dues.....	1 b	12,410.				
	c Fundraising events.....	1 c	11,527.				
	d Related organizations.....	1 d					
	e Government grants (contributions)....	1 e					
	f All other contributions, gifts, grants, and similar amounts not included above...	1 f	276,189.				
	g Noncash contributions included in lines 1a-1f.....	1 g	148,057.				
	<b>h Total. Add lines 1a-1f.....</b>		<b>300,126.</b>				
	<b>Program Service Revenue</b>						
Business Code							
2 a							
b							
c							
d							
e							
f All other program service revenue...							
<b>g Total. Add lines 2a-2f.....</b>							
3 Investment income (including dividends, interest, and other similar amounts).....			3,218.			3,218.	
4 Income from investment of tax-exempt bond proceeds. ▶							
5 Royalties..... ▶							
6 a Gross rents.....	6 a	(i) Real					
		(ii) Personal					
		b Less: rental expenses	6 b				
		c Rental income or (loss)	6 c				
<b>d Net rental income or (loss).....</b>							
7 a Gross amount from sales of assets other than inventory	7 a	(i) Securities					
		(ii) Other					
		b Less: cost or other basis and sales expenses	7 b				
		c Gain or (loss).....	7 c				
<b>d Net gain or (loss).....</b>							
<b>Other Revenue</b>	8 a Gross income from fundraising events (not including \$ <u>11,527.</u> of contributions reported on line 1c). See Part IV, line 18.....	8 a	7,886.				
	b Less: direct expenses.....	8 b	2,047.				
	<b>c Net income or (loss) from fundraising events.....</b>		<b>5,839.</b>			<b>5,839.</b>	
9 a Gross income from gaming activities. See Part IV, line 19.....	9 a						
b Less: direct expenses.....	9 b						
<b>c Net income or (loss) from gaming activities.....</b>							
10 a Gross sales of inventory, less. returns and allowances	10 a	141,735.					
b Less: cost of goods sold....	10 b	141,735.					
<b>c Net income or (loss) from sales of inventory.....</b>							
<b>Miscellaneous Revenue</b>							
Business Code							
11 a							
b							
c							
d All other revenue.....							
<b>e Total. Add lines 11a-11d.....</b>							
<b>12 Total revenue. See instructions.....</b>			<b>309,183.</b>	<b>0.</b>	<b>0.</b>	<b>9,057.</b>	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.	8,072.	8,072.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22.	100,769.	100,769.		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	0.	0.	0.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).	0.	0.	0.	0.
7 Other salaries and wages.				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).				
9 Other employee benefits.				
10 Payroll taxes.				
11 Fees for services (nonemployees):				
a Management.				
b Legal.				
c Accounting.	4,000.		4,000.	
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion.	641.		641.	
13 Office expenses.				
14 Information technology.				
15 Royalties.				
16 Occupancy.	108,358.		1,420.	106,938.
17 Travel.				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.	1,960.	653.	654.	653.
20 Interest.				
21 Payments to affiliates.	6,025.		6,025.	
22 Depreciation, depletion, and amortization.	392.			392.
23 Insurance.	3,856.		600.	3,256.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>Program supplies</u>	8,347.	8,347.		
b <u>Storage rental</u>	6,402.	3,774.	1,314.	1,314.
c <u>Repairs &amp; maintenance</u>	4,796.			4,796.
d <u>Supplies</u>	4,025.	357.	1,488.	2,180.
e All other expenses	13,040.	265.	1,949.	10,826.
25 Total functional expenses. Add lines 1 through 24e.	270,683.	122,237.	18,091.	130,355.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X.

		(A) Beginning of year		(B) End of year		
<b>Assets</b>	1	Cash — non-interest-bearing	120,889.	1	113,382.	
	2	Savings and temporary cash investments	239,693.	2	305,016.	
	3	Pledges and grants receivable, net	8,000.	3		
	4	Accounts receivable, net		4		
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5		
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6		
	7	Notes and loans receivable, net		7		
	8	Inventories for sale or use	73,267.	8	87,658.	
	9	Prepaid expenses and deferred charges	2,472.	9	7,382.	
	10 a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10 a	9,946.		
	b	Less: accumulated depreciation	10 b	9,208.	10 c	738.
	11	Investments — publicly traded securities			11	
	12	Investments — other securities. See Part IV, line 11			12	
	13	Investments — program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11		5,925.	15	5,923.
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 33)		451,376.	16	520,099.	
<b>Liabilities</b>	17	Accounts payable and accrued expenses	17,806.	17	22,073.	
	18	Grants payable		18		
	19	Deferred revenue	11,220.	19	37,176.	
	20	Tax-exempt bond liabilities		20		
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21		
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22		
	23	Secured mortgages and notes payable to unrelated third parties		23		
	24	Unsecured notes and loans payable to unrelated third parties		24		
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25		
	26	<b>Total liabilities.</b> Add lines 17 through 25		29,026.	26	59,249.
<b>Net Assets or Fund Balances</b>	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.					
	27	Net assets without donor restrictions	409,350.	27	449,470.	
	28	Net assets with donor restrictions	13,000.	28	11,380.	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.					
	29	Capital stock or trust principal, or current funds		29		
	30	Paid-in or capital surplus, or land, building, or equipment fund		30		
	31	Retained earnings, endowment, accumulated income, or other funds		31		
	32	<b>Total net assets or fund balances.</b>		422,350.	32	460,850.
33	<b>Total liabilities and net assets/fund balances.</b>		451,376.	33	520,099.	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	309,183.
2	Total expenses (must equal Part IX, column (A), line 25)	2	270,683.
3	Revenue less expenses. Subtract line 2 from line 1	3	38,500.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	422,350.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	460,850.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.		
2 a	Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2 b	Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2 c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		X
3 a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3 b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		



**SCHEDULE A**  
(Form 990 or 990-EZ)

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

Open to Public Inspection

Name of the organization

Assistance League of Rancho San Dieguito

Employer identification number

33-0556542

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations:
  - g Provide the following information about the supported organization(s).

	(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
				Yes	No		
(A)							
(B)							
(C)							
(D)							
(E)							
<b>Total</b>							



**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.) . . . . .						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
3 The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
4 Total. Add lines 1 through 3. . . . .						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f). . . . .						
6 Public support. Subtract line 5 from line 4. . . . .						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4. . . . .						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources. . . . .						
9 Net income from unrelated business activities, whether or not the business is regularly carried on. . . . .						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
11 Total support. Add lines 7 through 10. . . . .						
12 Gross receipts from related activities, etc. (see instructions) . . . . .					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . . ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) . . . . .	14	%
15 Public support percentage from 2018 Schedule A, Part II, line 14. . . . .	15	%
16a 33-1/3% support test—2019. If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and <b>stop here</b> . The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
b 33-1/3% support test—2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and <b>stop here</b> . The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and <b>stop here</b> . Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. . . . . ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and <b>stop here</b> . Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions. . . . . ▶ <input type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)	238,662.	256,625.	240,951.	247,158.	300,126.	1,283,522.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0.
3 Gross receipts from activities that are not an unrelated trade or business under section 513.	37,854.	69,130.	63,101.	77,951.	7,886.	255,922.
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0.
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0.
6 Total. Add lines 1 through 5.	276,516.	325,755.	304,052.	325,109.	308,012.	1,539,444.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons	1,650.	3,400.	3,025.	1,750.	2,100.	11,925.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year	0.	0.	0.	0.	0.	0.
c Add lines 7a and 7b.	1,650.	3,400.	3,025.	1,750.	2,100.	11,925.
8 Public support. (Subtract line 7c from line 6.)						1,527,519.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6.	276,516.	325,755.	304,052.	325,109.	308,012.	1,539,444.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.	120.	135.	151.	120.	3,218.	3,744.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						0.
c Add lines 10a and 10b.	120.	135.	151.	120.	3,218.	3,744.
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on.						0.
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0.
13 Total support. (Add lines 9, 10c, 11, and 12.)	276,636.	325,890.	304,203.	325,229.	311,230.	1,543,188.
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)).	15	98.98 %
16 Public support percentage from 2018 Schedule A, Part III, line 15.	16	99.18 %

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f)).	17	0.24 %
18 Investment income percentage from 2018 Schedule A, Part III, line 17.	18	0.05 %

- 19a 33-1/3% support tests—2019. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization. ▶
- b 33-1/3% support tests—2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization. ▶
- 20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions. ▶

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If 'No,' describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If 'Yes,' explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If 'Yes,' answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If 'Yes,' describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If 'Yes,' explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ('foreign supported organization')? If 'Yes' and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If 'Yes,' describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If 'Yes,' explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If 'Yes,' provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If 'Yes,' provide detail in Part VI.		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If 'Yes,' provide detail in Part VI.		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If 'Yes,' provide detail in Part VI.		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If 'Yes,' answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

**Part IV Supporting Organizations** (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b A family member of a person described in (a) above?		
c A 35% controlled entity of a person described in (a) or (b) above? <i>If 'Yes' to a, b, or c, provide detail in Part VI.</i>		

**Section B. Type I Supporting Organizations**

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

**Section C. Type II Supporting Organizations**

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

**Section D. All Type III Supporting Organizations**

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard.</i>		

**Section E. Type III Functionally Integrated Supporting Organizations**

- Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
  - a  The organization satisfied the Activities Test. Complete line 2 below.
  - b  The organization is the parent of each of its supported organizations. Complete line 3 below.
  - c  The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

	Yes	No
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If 'Yes,' describe in Part VI the role played by the organization in this regard.</i>		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7  Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).



**Part VI** **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.  
(See instructions.)

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Schedule B

(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

PUBLIC DISCLOSURE COPY
Schedule of Contributors

OMB No. 1545-0047

2019

Attach to Form 990, Form 990-EZ, or Form 990-PF.
Go to www.irs.gov/Form990 for the latest information.

Name of the organization

Employer identification number

Assistance League of Rancho San Dieguito

33-0556542

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

[X] 501(c)( 3 ) (enter number) organization

[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

Form 990-PF

[ ] 527 political organization

[ ] 501(c)(3) exempt private foundation

[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[ ] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year. . > \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).



Name of organization <b>Assistance League of Rancho San Dieguito</b>	Employer identification number <b>33-0556542</b>
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**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		\$ 87,300.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization

Assistance League of Rancho San Dieguito

Employer identification number

33-0556542

**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ..... \$ N/A  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	N/A		

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990. Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

Employer identification number

Assistance League of Rancho San Dieguito

33-0556542

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, aggregate value of grants, and questions about donor property and grant fund usage.

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include purpose of conservation easements, total number of easements, and questions about monitoring and reporting.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include questions about reporting art and historical treasures.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If 'Yes,' explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1 c    |
| d Additions during the year     | 1 d    |
| e Distributions during the year | 1 e    |
| f Ending balance                | 1 f    |
- 2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

**Part V Endowment Funds.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment  \_\_\_\_\_ %
  - b Permanent endowment  \_\_\_\_\_ %
  - c Term endowment  \_\_\_\_\_ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |  | Yes    | No |
|--|--------|----|
| (i) Unrelated organizations  | 3a(i)  |    |
| (ii) Related organizations   | 3a(ii) |    |
| b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land				
b Buildings				
c Leasehold improvements		3,188.	2,683.	505.
d Equipment		1,063.	910.	153.
e Other		5,695.	5,615.	80.
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				738.

Part VII Investments – Other Securities.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely held equity interests, (3) Other, (A)-(I), and Total.

Part VIII Investments – Program Related.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows include (1) through (10) and Total.

Part IX Other Assets.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

Table with 2 columns: (a) Description, (b) Book value. Rows include (1) through (10) and Total.

Part X Other Liabilities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

Table with 2 columns: (a) Description of liability, (b) Book value. Rows include 1. (1) Federal income taxes, (2) through (11), and Total.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII. See Part XIII [X]

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments.....	2 a		
	b Donated services and use of facilities.....	2 b		
	c Recoveries of prior year grants.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.).....		5	

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities.....	2 a		
	b Prior year adjustments.....	2 b		
	c Other losses.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.).....		5	

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**Part X - FASB ASC 740 Footnote**

The Organization has applied the provisions of Financial Accounting Standards Codification (ASC) 740-10, Accounting for Uncertainty in Income Taxes. Under ASC 740-10, nonpublic enterprises, including nonprofit organizations, are required to report a tax liability when substantial uncertainties exist as to whether certain income is exempt from federal, state and local income tax. As of May 31, 2020, the Organization had no substantial uncertain income tax positions.

**SCHEDULE G**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information Regarding Fundraising or Gaming Activities**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Name of the organization

Assistance League of Rancho San Dieguito

Employer identification number

33-0556542

**Part I Fundraising Activities.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a  Mail solicitations
- b  Internet and email solicitations
- c  Phone solicitations
- d  In-person solicitations
- e  Solicitation of non-government grants
- f  Solicitation of government grants
- g  Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?  Yes  No

b If 'Yes,' list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in column (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total .....						0.

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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-----  
-----  
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**Part II Fundraising Events.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

REVENUE		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		<u>Spring Fundrai</u> (event type)	_____ (event type)	<u>None</u> (total number)	(add column (a) through column (c))	
REVENUE	1	Gross receipts.....	11,527.		11,527.	
	2	Less: Contributions.....	11,527.		11,527.	
	3	Gross income (line 1 minus line 2).....				
DIRECT EXPENSES	4	Cash prizes.....				
	5	Noncash prizes.....				
	6	Rent/facility costs.....				
	7	Food and beverages.....				
	8	Entertainment.....				
	9	Other direct expenses.....				
	10	Direct expense summary. Add lines 4 through 9 in column (d).....				
	11	Net income summary. Subtract line 10 from line 3, column (d).....				

**Part III Gaming.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

REVENUE		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming	
					(add column (a) through column (c))	
REVENUE	1	Gross revenue.....				
DIRECT EXPENSES	2	Cash prizes.....				
	3	Noncash prizes.....				
	4	Rent/facility costs.....				
	5	Other direct expenses.....				
	6	Volunteer labor.....	Yes _____% No _____%	Yes _____% No _____%	Yes _____% No _____%	
	7	Direct expense summary. Add lines 2 through 5 in column (d).....				
	8	Net gaming income summary. Subtract line 7 from line 1, column (d).....				

9 Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_

a Is the organization licensed to conduct gaming activities in each of these states?  Yes  No

b If 'No,' explain: \_\_\_\_\_

10 a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year?  Yes  No

b If 'Yes,' explain: \_\_\_\_\_

- 11 Does the organization conduct gaming activities with nonmembers?  Yes  No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming?  Yes  No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility	13 a	%
b An outside facility	13 b	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ \_\_\_\_\_

Address ▶ \_\_\_\_\_

15 a Does the organization have a contract with a third party from whom the organization receives gaming revenue?  Yes  No

b If 'Yes,' enter the amount of gaming revenue received by the organization ▶ \$ \_\_\_\_\_ and the amount of gaming revenue retained by the third party ▶ \$ \_\_\_\_\_

c If 'Yes,' enter name and address of the third party:

Name ▶ \_\_\_\_\_

Address ▶ \_\_\_\_\_

16 Gaming manager information:

Name ▶ \_\_\_\_\_

Gaming manager compensation ▶ \$ \_\_\_\_\_

Description of services provided ▶ \_\_\_\_\_

- Director/officer       Employee       Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license?  Yes  No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ \_\_\_\_\_

**Part IV Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

**SCHEDULE I**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Grants and Other Assistance to Organizations,  
Governments, and Individuals in the United States**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 21 or 22.  
▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

Employer identification number

Assistance League of Rancho San Diequito

33-0556542

**Part I General Information on Grants and Assistance**

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? .....  Yes  No
- 2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States. See Part IV

**Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1) Palomar Health 456 E Grand Avenue Escondido, CA 92025			0.	8,072.	Cost	New clothing, toiletries, supplies	Kits for assault victims
(2) -----							
(3) -----							
(4) -----							
(5) -----							
(6) -----							
(7) -----							
(8) -----							

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ..... ▶ 0
- 3 Enter total number of other organizations listed in the line 1 table ..... ▶ 1

**Part III** Grants and Other Assistance to Domestic Individuals. Complete if the organization answered 'Yes' on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
1 School clothing	1,814		83,769.	Cost	School clothing
2 Scholarships	15	17,000.		FMV	
3					
4					
5					
6					
7					

**Part IV** Supplemental Information. Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

Part I, Line 2 - Procedures for Monitoring Use of Grants Funds in U.S.

Local school district personnel identify children of need. Chapter members monitor selection of school clothing for identified children.

**SCHEDULE M  
(Form 990)**

**Noncash Contributions**

OMB No. 1545-0047

**2019**

Open to Public Inspection

- ▶ Complete if the organizations answered 'Yes' on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

Name of the organization

Employer identification number

Assistance League of Rancho San Dieguito

33-0556542

**Part I Types of Property**

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art – Works of art				
2 Art – Historical treasures				
3 Art – Fractional interests				
4 Books and publications				
5 Clothing and household goods	X		148,057.	
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities – Publicly traded				
10 Securities – Closely held stock				
11 Securities – Partnership, LLC, or trust interests				
12 Securities – Miscellaneous				
13 Qualified conservation contribution – Historic structures				
14 Qualified conservation contribution – Other				
15 Real estate – Residential				
16 Real estate – Commercial				
17 Real estate – Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ( )				
26 Other ( )				
27 Other ( )				
28 Other ( )				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement.....

29

- 30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?.....
- b If 'Yes,' describe the arrangement in Part II.
- 31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?.....
- 32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?.....
- b If 'Yes,' describe in Part II.
- 33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30 a		X
31		X
32 a		X
33		

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2019

**Part II** **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

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**SCHEDULE O**  
(Form 990 or 990-EZ)

**Supplemental Information to Form 990 or 990-EZ**

OMB No. 1545-0047

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.

**2019**

**Open to Public  
Inspection**

Department of the Treasury  
Internal Revenue Service

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization

Employer identification number

Assistance League of Rancho San Dieguito

33-0556542

**Form 990, Part III, Line 4d - Other Program Services Description**

Other Programs primarily include:

Kuddles for Kids provides huggable plush toys and snacks to comfort trauma victims, which are distributed through local hospitals, fire departments and service agencies. Since 1998, the program distributed 11,798 plush toys and 2,500 snacks, including 1,054 plush toys and 510 snacks distributed last year.

**Knifty Knitters**

Since 1998, Knifty Knitters has provided 8,200 hand-knitted items, which include:

1) infant layettes to military personnel and other families in need in our community, and 2) hand-knitted scarves to active military personnel and homeless teens.

**Jeans for Teens**

Provides gently used clothing, towels and blankets, as well as food, for distribution to homeless teen through a local nonprofit. Since 2010, we have helped 1,177 homeless teens.

**Birthday Bags**

Provides essential supplies for birthday celebrations for elementary school children with financial need. Last year, the program donated 200 birthday bags.

**PREP**

Prepares preschoolers for kindergarten by improving English, reading, math, and social interaction skills through various games. Since 1998, we tutored 935

Name of the organization

Assistance League of Rancho San Dieguito

Employer identification number

33-0556542

**Form 990, Part III, Line 4d - Other Program Services Description**

preschoolers.

Flowers for Seniors

Provides bouquets of flowers to seniors in local assisted living facilities.

Since 2016, the program assembled and delivered 776 bouquets.

Court Kits provides journals, snacks and personal cards to trauma victims for their challenging court appearances. Last year the program distributed 50 kits.

**Form 990, Part VI, Line 7b - Decisions of Governing Body Approval by Members or Shareholders**

Voting members approve, by two-thirds vote of members present, the annual assessment for major fundraising activities, all new fundraising events and activities, and all new philanthropic programs. The voting membership also approves the annual budget.

**Form 990, Part VI, Line 8 - Explanation of No Contemporaneously Documentation of Meetings**

No committee can act on behalf of the governing body.

**Form 990, Part VI, Line 11b - Form 990 Review Process**

Board members received a copy of the form 990 prior to its filing with a period open for questions and comments.

**Form 990, Part VI, Line 12c - Explanation of Monitoring and Enforcement of Conflicts**

The conflict of interest policy is reviewed annually at a membership meeting. All members sign a conflict of interest policy when they pay their annual dues.

**Form 990, Part VI, Line 19 - Other Organization Documents Publicly Available**

Governing documents and the conflict of interest policy are made available upon request.

**Part VI, Section B, Questions 15a-b**



Name of the organization

Employer identification number

Assistance League of Rancho San Dieguito

33-0556542

The Organization does not have paid personnel, therefore, these questions are not applicable.



STATE OF CALIFORNIA

## STATE BOARD OF EQUALIZATION

50 N STREET MIC:44, SACRAMENTO, CALIFORNIA  
(P. O. BOX 942879, SACRAMENTO, CA 94279-0044)  
TELEPHONE (916) 445-5187 FAX (916) 324-5998

JOHAN KLEHS  
First District, Hayward

DEAN F. ANDAL  
Second District, Stockton

CLAUDE PARRISH  
Third District, Torrance

JOHN CHIANG  
Fourth District, Los Angeles

KATHLEEN CONNELL  
Controller, Sacramento

E. L. SORENSEN, JR.  
Executive Director

June 30, 1999

### NON-PROFIT ORGANIZATION SALES AND USE TAX EXEMPTION

The Assistance League of Rancho San Dieguito is exempt from payment of state, local, and district sales and use taxes when purchasing tangible personal property for the purpose of donation to individuals in a distressed financial condition. The exemption does not apply to purchases that will be used in the operation of the organization, such as office supplies.

The Assistance League of Rancho San Dieguito has met the requirements for the exemption by being organized and operated for charitable purposes, having exempt status from income tax by the California Franchise Tax Board, and engaging in the relief of poverty and distress.

The exemption is valid until revoked.

Any questions may be directed to the Compliance Planning and Evaluation Section at the above address and telephone number.

Sincerely,

James E. Speed  
Deputy Director  
Sales and Use Tax Department

JES:rc

ASSISTANCE LEAGUE OF RANCHO SAN DIEGUITO  
USE OF SALES AND USE TAX EXEMPTION

A copy of the Non-Profit Organization Sales and Use Tax Exemption is attached. Please use this copy as a master to make any more copies you may need.

With this exemption, no sales tax will be paid on tangible personal property purchased for the purpose of donation to individuals in a distressed financial condition. Items expressly included are:

- 1) Clothing, shoes and personal grooming items for OSB
- 2) Clothing and grooming items for ASK
- 3) Bears for Hug-a-Bear
- 4) Yarn for Knifty-Knitter layettes

**Use the exemption only for items specifically listed above. Sales tax must be paid on all purchases of supplies, storage containers, and any items that will not be physically given to individuals in a distressed financial position.**

Federal Employer ID No.: 33-0556542  
CA Corporate ID No: D-1877561  
CA Resale Permit No: SR FHB 99-481040  
State Charity Registration  
Number: CT92512

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Assistance League of Rancho San Dieguito</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ <b>501(c)(3)</b></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>270-F North El Camino Real, #368</b></p> <p><b>6</b> City, state, and ZIP code  <b>Encinitas, CA 92024</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
3	3	-	0	5	5	6	5	4	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>5/21/21</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

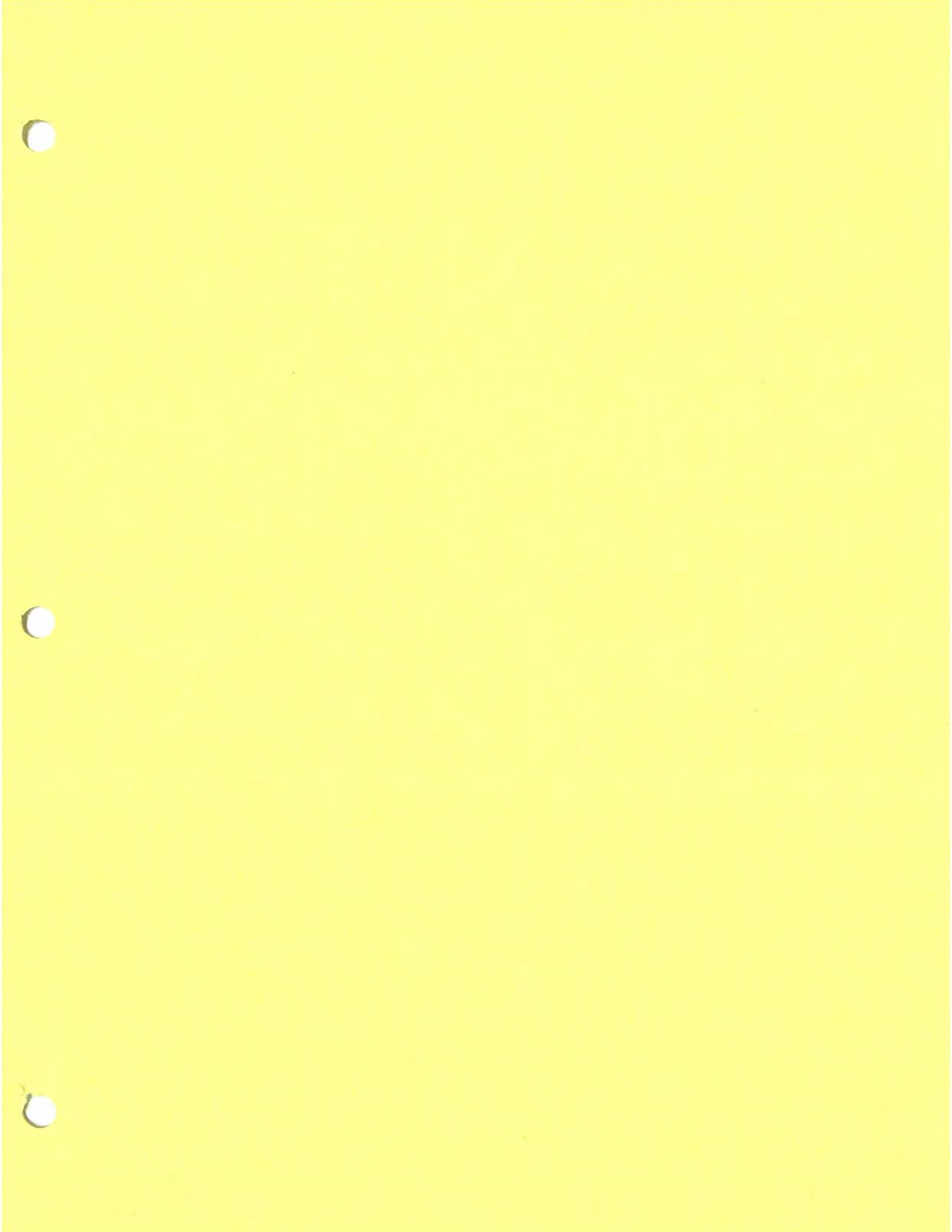
**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY2021-22

Name of Organization: BikeWalkSolana  
Mailing Address: 1019 San Patricio Drive  
City: Solana Beach State: CA Zip: 92075  
Contact Person: Douglas Alden  
Daytime Phone: (858) 344-8255  
Evening Phone: (858) 344-8255  
Email address: [mr.douglas.alden@gmail.com](mailto:mr.douglas.alden@gmail.com)

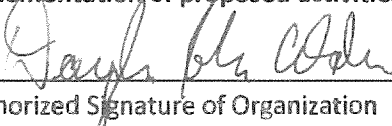
1. Tour of Solana Beach Scavenger Hunt \$1500 (\$1000 toward e-bike grand prize)  
Tour of Solana Beach Community Ride \$500  
Smart Cycling Classes \$1600 (2 classes at \$800 each)
2. BikeWalkSolana is an advocacy and education committee that operates without a budget and does not file tax returns.
3. Has your organization received financial assistance before from the City before? Yes  
FY 2013-2014 Bicycle Safety Rodeo
4. Amount requested for 2021-2022? \$3600
5. Proposed Total Program Costs: \$3600
6. Title of Proposed Program/Service: Think Outside the Car, Discover Solana Beach
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
Funds will be used to cover the costs of insurance for the community bike ride and smart cycling classes, outreach, volunteer safety vests, hiring instructors for Smart Cycling class, and raffle prizes. This is a follow on to a successful Tour of Solana Beach ride that we led in 2019, and scavenger hunt in 2021.
8. Estimated number of S.B. residents to be served by proposed program: 500 - 1000
9. Program Dates/Location:  
2021-2022 – Safe Cycling Classes  
Spring 2022 – Tour of Solana Beach Community Bike Ride from La Colonia Park  
Bike Month 2022 (May 1-31) Tour of Solana Beach Scavenger Hunt
10. Anticipated Program Objectives or Accomplishments: Solana Beach residents who participate in BikeWalkSolana activities including two unique Tours of Solana Beach and Safe Cycling classes will be more likely to use active transportation. In addition, participants will learn about SB history as they enjoy a second scavenger hunt. Over 550 people have registered for the 2021 scavenger hunt. BikeWalkSolana plans to partner with the Solana Beach Civic and Historical Society for the Scavenger Hunt which will include historical markers with QR codes placed around the City.

**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY2021-22**

11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity? **The City of Solana Beach will be prominently featured on all advertising for the event through social media, the local newspaper, and BikeWalkSolana's website.**
  
12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources? **There will be no matching funds, however, we were able to leverage this year's Scavenger Hunt, made possible by our last grant, to get donations from local businesses for additional prizes for the raffle.**
  
13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses? **Volunteers will be used for all planning and event activities.**
  
14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward? **The program will move forward with partial funding but we would have to seek funds from other entities or private donors to bring the program to fruition.**

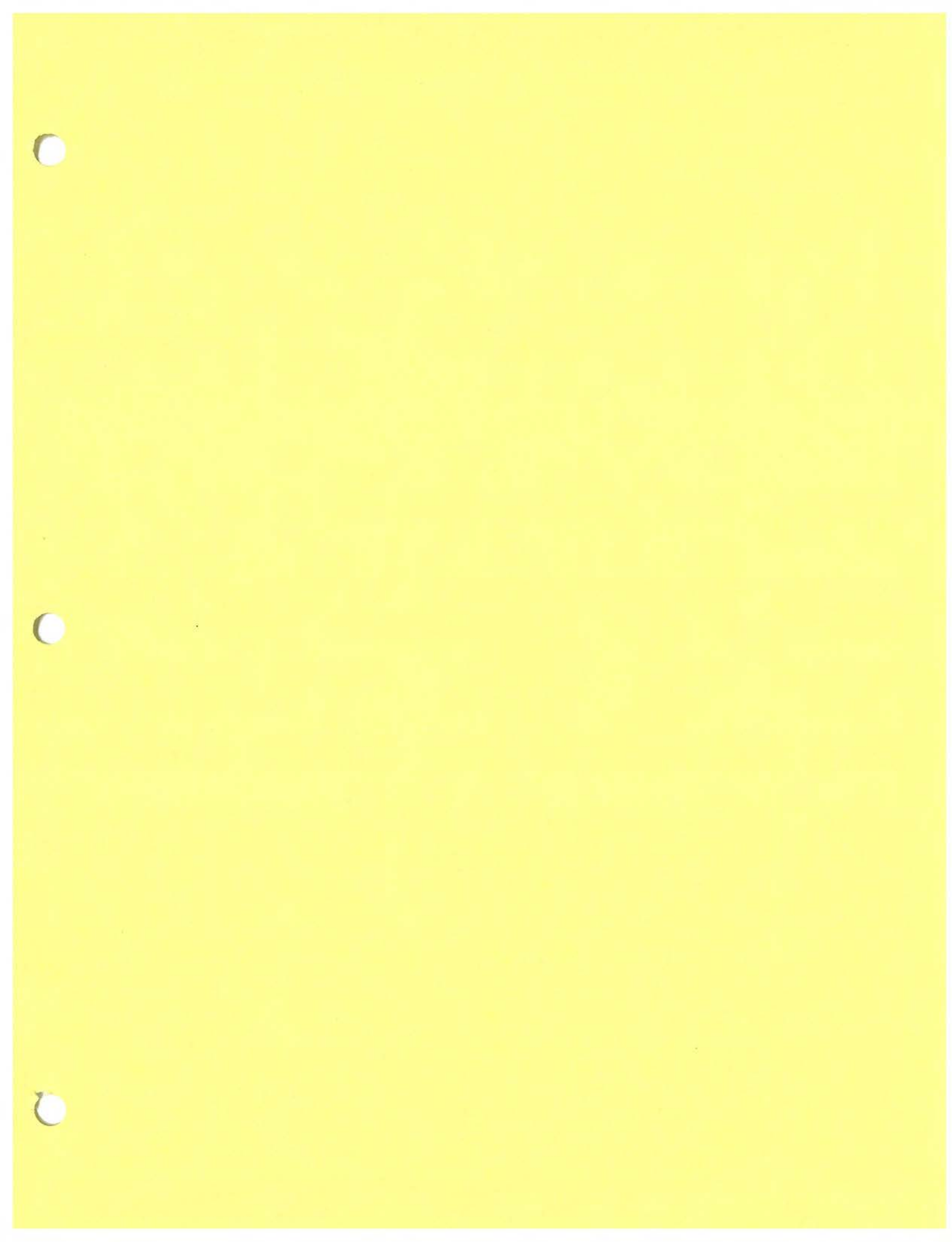
**Acknowledgment of Responsibility:**

**Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.**

  
\_\_\_\_\_  
Authorized Signature of Organization

25 May 2021  
Date

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH**





**City of Solana Beach Community Grant Program  
Request for Financial Assistance  
FY 2021-22 Application**

**Name of Organization:** Boys & Girls Clubs of San Dieguito

**Mailing Address:** P.O. Box 230520

**City:** Encinitas

**State:** CA

**Zip:** 92023

**Contact Person:** Heather Karpel

**Daytime Phone:** (914) 844-8599

**Evening Phone:** (914) 844-8599

**Email address:** grants@bgcsandieguito.org

1. W-9 must be attached

Summary of organization's budget must be attached

Proposed program budget must be attached

Financial Statements (see Application Guidelines) must be attached

2. A copy of the certificate of California Nonprofit Corporation must be attached

Or, Calif. Non-profit 501 (c) 3 Corporation Certification Number:

3. **Has your organization received financial assistance from the City before? Yes**

**If yes, what activities and which fiscal year?**

La Colonia/HTC Mentoring Programs (2018-2020); Summer Program (2015-2017); STEM Program (2014); College Nights Program (2013)

4. **Amount requested for FY 2020-21: \$5,000**

**5. Proposed Total Program Costs: \$163,500**

(Includes all estimated costs to conduct proposed activity/program.)

**6. Title of Proposed Program/Service: La Colonia and Harper Teen Center Mentoring Programs**

**7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:**

Boys & Girls Clubs of San Dieguito's La Colonia Clubhouse and Harper Teen Center serve upwards of 11% of the youth in the low-income neighborhood of La Colonia de Eden Gardens. Since September of this year, 99-100% of the youth in these two Clubhouses have been receiving 100% financial assistance from us to attend our afterschool programming. As participants in these programs our youth receive mentoring, tutoring, homework help, educational enrichment activities, and education to prevent high-risk behavior such as drug use. We are seeking external funding in order to provide this enrichment programming at no-cost to our youth who need it.

**8. Estimated number of S.B. residents to be served by proposed program: 115**

**9. Program Dates/Location:**

Our afterschool programs are offered throughout the school year in order to provide structure for our youth and consistent coverage for working families. Members in our La Colonia Clubhouse and Harper Teen Center attend schools in the Solana Beach School District. The 2021-2022 Solana Beach academic year runs from August 16<sup>th</sup> to June 3<sup>rd</sup>.

**10. Anticipated Program Objectives or Accomplishments:**

Our objectives are: to cover afterschool program costs for all income-qualifying youth so they may receive tutoring and educational remediation; provide mentorship and intervention programming to reduce the chance of high-risk behavior; offset learning loss from the pandemic so that members are able to maintain their grades and remain eligible for graduation; help families experiencing disadvantage.

**11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?**

We acknowledge our funders through our email outreach which goes out to a listserv of over 15,000, through our Annual Report which appears on our website, and on our social media such as our Facebook page which has close to 3,500 followers. Financial contributions are also highlighted in materials sent out to community collaborators.

**12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?**

Our grant applications are strengthened with every additional source of funding we are able to secure and demonstrate. Each award allows us to increase the scope of our programs which expands our eligibility for additional opportunities and extends the reach of our other funding sources. This year we received support for our Solana Beach Clubhouses from the Goodwin Family Foundation and the Office of Juvenile Justice and Delinquency Prevention at the Department of Justice.

**13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?**

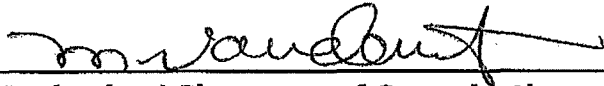
Our volunteer base is comprised of retired teachers, parents, members of the community, and members of organizations such as the local Rotary. Volunteers lead activities and tutor our members. Volunteer assistance reduces our overhead and frees up valuable time for our staff to perform administrative tasks.

**14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?**

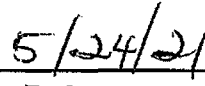
Our mission is to serve all community youth in need. Even with significant budgetary deficits due to COVID-19 we have been able to continue our Financial Assistance Program through fundraising events, donor support, and by applying for grant funding. Financial assistance will remain a priority in our budget.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*



**Authorized Signature of Organization**



**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

**Boys & Girls Clubs of San Dieguito  
Statement of Activities  
For the Fiscal Year Ending 6/30/2021**

	6/30/2021 Projection	6/30/2021 Budget
General Contributions	113,937	61,790
Donations for La Colonia Holiday Gifts	10,046	5,000
Corporate Sponsorships	319	60,000
Board Commitment		6,000
Annual Fund	560,483	100
Other	495	308
<b>Contributions</b>	<b>685,279</b>	<b>133,198</b>
Chip In for Kids Golf	100,505	-
YOY Fundraiser		-
Junior Board Events Revenue (incl. Horseshoe/Cornhole)	25,000	2,500
Uncorked	12,627	4,177
Other Fundraising Events		
<b>Community Event and Fundraising Revenue</b>	<b>36,742</b>	<b>41,875</b>
<b>Fundraising Revenue</b>	<b>173,874</b>	<b>48,552</b>
BGCA Grants		-
La Colonia Grants		
Other Grants	227,152	24,300
<b>Grant Revenue</b>	<b>227,152</b>	<b>24,300</b>
Branches	479,172	464,275
Camps	167,355	190,607
Center for a Healthy Lifestyle		
Athletics	137,292	158,690
Aquatics	1,215,505	1,080,550
Youth Arts Academy	134,858	137,528
Bulldogs	170,203	209,917
Montessori School	397,219	441,086
<b>Program Generated Revenue</b>	<b>2,701,603</b>	<b>2,682,653</b>
<b>Rental/Interest/Misc Revenue</b>	<b>178,384</b>	<b>159,960</b>
<b>TOTAL OPERATING REVENUE</b>	<b>3,966,293</b>	<b>3,048,664</b>
<b>Salaries and Related Expenses:</b>		
Branches	691,697	670,098
Camps	211,376	297,646
Center for a Healthy Lifestyle	18,759	15,742
Athletics	161,137	165,351
Aquatics	770,186	749,349
Youth Arts Academy	104,000	103,593
Bulldogs	121,976	123,064
Montessori School	441,153	412,564
<b>Program Salaries &amp; Related Expenses</b>	<b>2,520,285</b>	<b>2,537,407</b>
<b>Administration Salaries &amp; Related Expense</b>	<b>782,305</b>	<b>766,136</b>
<b>Total Salaries &amp; Related Expense</b>	<b>3,302,590</b>	<b>3,303,543</b>

**Boys & Girls Clubs of San Dieguito**  
**Statement of Activities**  
**For the Fiscal Year Ending 6/30/2021**

	6/30/2021 Projection	6/30/2021 Budget
Direct Mail Expense	545	
La Colonia Holiday Gift Donation Purchases	10,156	7,374
Chip in for Kids Golf Expenses	36,249	
YOY Expenses	292	
Junior Board Expenses (Horseshoe/Cornhole)	4,651	-
Uncorked	4,134	2,500
Other Fundraising Event Expenses		
Other Marketing and Fundraising Expenses	50,242	51,318
<b>Community Event and Fundraising Expense</b>	14,868	12,150
<b>Total Fundraising Expenses</b>	<b>110,435</b>	<b>65,968</b>
<b>Grant Expense</b>		-
Branch Program Expenses	7,078	3,838
Camps	4,847	5,103
Center for a Healthy Lifestyle		
Athletics Program Expenses	7,813	8,889
Aquatics Program Expenses	78,669	76,404
Youth Arts Academy Program Expenses	1,937	4,125
Bulldogs	1,535	4,500
Montessori Program Expenses	2,771	2,800
<b>Total Branch Program Expenses</b>	<b>104,650</b>	<b>105,659</b>
<b>Expenses related to Rental Income</b>		-
<b>Overhead Expenses</b>		
Annual Audit/Tax Return/CPA	42,150	36,500
Equip Leases	31,974	30,928
Insurance	97,506	94,043
Janitorial/Maint	113,761	129,934
Office Supplies/Postage/Printing	9,215	10,046
Merchant Service Charges/Credit Card Processing Fees	78,406	87,151
Property Taxes	5,858	3,594
Repair & Maintenance	107,793	151,676
Staff Events, Licenses/Training, etc	(2,094)	1,785
Utilities & Telephones	257,570	255,890
Vehicles	15,031	21,307
Technology Expense	33,276	44,265
Miscellaneous Administrative Expenses (1)	75,260	51,583
Online Registration System	19,162.1	19,504
<b>Total Overhead Expenses</b>	<b>884,867</b>	<b>938,205</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>4,413,243</b>	<b>4,420,748</b>
<b>NET INCOME (LOSS) FROM OPERATIONS</b>	<b>(446,950)</b>	<b>(1,372,084)</b>

Boys & Girls Clubs of San Dieguito  
 Statement of Activities  
 For the Fiscal Year Ending 6/30/2021

6/30/2021  
 Projection

6/30/2021  
 Budget

**Special Project Expenses**

Griset Garden Expenses	284	
<b>Total Special Project Expenses</b>	<b>284</b>	<b>-</b>

<b>Net Income (Loss) after restrictions</b>	<b>(447,234)</b>	<b>(1,372,084)</b>
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Interest Expense	25,492	25,589
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<b>Total NET INCOME/(LOSS) after Debt Service</b>	<b>(472,726)</b>	<b>(1,397,674)</b>
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**Other Extraordinary Items:**

Donation from BGCSD Foundation	262,636	
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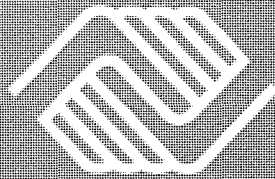
<b>Total NET INCOME/(LOSS)</b>	<b>(210,089)</b>	<b>(1,397,674)</b>
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Capital Expenditures (Cash used)	70,000	46,887
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<b>Total NET INCOME/(LOSS) after Other</b>	<b>(280,089)</b>	<b>(1,444,561)</b>
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Depreciation Expense	481,575	481,575
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<b>Net Income/(Loss) after Bad Debt/Depreciation</b>	<b>(761,664)</b>	<b>(1,926,136)</b>
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**BOYS & GIRLS CLUBS**  
OF SAN DIEGO

**La Colonia Clubhouse and Harper Teen Center Mentoring Programs  
Projected FY 21-22 Program Budget**

Item	Cost
Financial assistance for approximately 60 youth at our La Colonia Clubhouse and 55 youth at our Harper Teen Center to participate in mentoring programs for the full academic year which begins August 2021.	\$163,500

**GREAT FUTURES START HERE.**



Boys & Girls Clubs of San Diego  
Balance Sheet

February 28, 2021                      January 31, 2021

ASSETS

Operating Cash	14,983	203,233
Savings Account	1,429,890	693,922
Restricted Cash	-	-
Accounts Receivable		
Other Current Assets	52,327	56,681
<b>Total Current Assets</b>	<b>1,497,200</b>	<b>953,836</b>

Property and Equipment:

Land, Buildings and Building Improvements	14,796,981	14,796,981
Autos, Equipment and Furniture	1,388,018	1,381,232
Accumulated Depreciation	(7,245,375)	(7,245,375)

<b>Total Property and Equipment</b>	<b>\$ 8,939,624</b>	<b>\$ 8,932,838</b>
-------------------------------------	---------------------	---------------------

Due from Foundation	255,027	256,884
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Restricted Funds:

Rose Foundation - CFHL Solana Beach	-	-
Griset Garden Fund - Encinitas	6,392	6,392
LA84 Foundation for Athletics	50,000	50,000
Del Mar Remodel remaining funds	6,365	6,365
Athletic Donation for Equipment	3,839	3,839

<b>Total Other Assets</b>	<b>\$ 66,596</b>	<b>\$ 66,596</b>
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<b>Total Assets</b>	<b>\$ 10,758,448</b>	<b>\$ 10,210,154</b>
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LIABILITIES AND CAPITAL

Current Liabilities:

Accounts Payable	103,334	184,903
Payroll and Taxes Payable	103,304	104,135
Deferred Social Security Taxes	96,238	96,238
PPP Loans	1,571,625	785,800
Accrued Expenses	-	-
Deferred Income	162,752	155,867

<b>Total Current Liabilities</b>	<b>2,037,252</b>	<b>1,326,942</b>
----------------------------------	------------------	------------------

Long-Term Liabilities:

Vacation Accrual	170,400	170,400
Line of Credit	697,000	697,000
Accrued Expense		
Other Liabilities	66,596	66,596

<b>Total Long-Term Liabilities</b>	<b>\$ 933,997</b>	<b>\$ 933,997</b>
------------------------------------	-------------------	-------------------

<b>Total Liabilities</b>	<b>\$ 2,971,249</b>	<b>\$ 2,260,939</b>
--------------------------	---------------------	---------------------

Capital:	7,787,199	7,949,215
----------	-----------	-----------

<b>Total Liabilities and Capital</b>	<b>\$ 10,758,448</b>	<b>\$ 10,210,154</b>
--------------------------------------	----------------------	----------------------

TAXABLE YEAR  
**2018**

**California Exempt Organization  
Annual Information Return**

020941 12-12-18  
FORM

**199**

Calendar Year 2018 or fiscal year beginning (mm/dd/yyyy) **07/01/2018**, and ending (mm/dd/yyyy) **06/30/2019**

Corporation/Organization name <b>BOYS AND GIRLS CLUBS OF SAN DIEGUITO</b>		California corporation number <b>0516240</b>
Additional information. See instructions.		FEIN <b>95-2470435</b>
Street address (suite or room) <b>PO BOX 230520</b>		PMB no.
City <b>ENCINITAS</b>	State <b>CA</b>	ZIP code <b>92023</b>
Foreign country name	Foreign province/state/country	Foreign postal code

<b>A</b> First Return	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>J</b> If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>B</b> Amended Return	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>K</b> Is the organization exempt under R&TC Section 23701g?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>C</b> IRC Section 4947(a)(1) trust	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If "Yes," enter the gross receipts from nonmember sources \$ _____	
<b>D</b> Final Information Return?	<input type="checkbox"/> Dissolved <input type="checkbox"/> Surrendered (Withdrawn) <input type="checkbox"/> Merged/Reorganized	<b>L</b> If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required.	<input type="checkbox"/>
<b>E</b> Check accounting method: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) <input type="checkbox"/> Other	Enter date: (mm/dd/yyyy) _____	<b>M</b> Is the organization a Limited Liability Company?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>F</b> Federal return filed? (1) <input type="checkbox"/> 990T (2) <input type="checkbox"/> 990PF (3) <input type="checkbox"/> Sch H (990)	(4) <input checked="" type="checkbox"/> Other 990 series	<b>N</b> Did the organization file Form 100 or Form 1099 to report taxable income?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>G</b> Is this a group filing? See instructions.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>O</b> Is the organization under audit by the IRS or has the IRS audited in a prior year?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>H</b> Is this organization in a group exemption?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>P</b> Is federal Form 1023/1024 pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," what is the parent's name? _____		Date filed with IRS _____	
<b>I</b> Did the organization have any changes to its guidelines not reported to the FTB? See instructions.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**Part I Complete Part I unless not required to file this form. See General Information B and C.**

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	5,606,245	00
	2	Gross dues and assessments from members and affiliates	2		00
	3	Gross contributions, gifts, grants, and similar amounts received	3	1,017,180	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B.	4	6,623,425	00
	5	Cost of goods sold	5		00
	6	Cost or other basis, and sales expenses of assets sold	6		00
	7	Total costs. Add line 5 and line 6	7		00
	8	Total gross income. Subtract line 7 from line 4	8	6,623,425	00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	6,904,658	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	-281,233	00
Filing Fee	11	Total payments	11		00
	12	Use tax. See General Information K	12		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15	Filing fee \$10 or \$25. See General Information F.	15	10	00
	16	Penalties and interest. See General Information J	16		00
	17	Balance due. Add line 12, line 15, and line 16. Then subtract line 11 from the result.	17	10	00

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Title <b>CEO</b>	Date	Telephone
	Preparer's signature	Date <b>03/24/20</b>	Check if self-employed <input type="checkbox"/>	PTIN <b>P00485021</b>
Paid Preparer's Use Only	Firm's name (or yours, if self-employed) and address	Firm's FEIN	Telephone	
	<b>ALDRICH CPAS AND ADVISORS, LLP 5946 PRIESTLY DRIVE, SUITE 200 CARLSBAD, CA 92008</b>	<b>93-0623286</b>	<b>(760) 431-8440</b>	

May the FTB discuss this return with the preparer shown above? See instructions  Yes  No

**BOYS AND GIRLS CLUBS OF SAN DIEGUITO**

95-2470435

**Part II** Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

820051 12-12-18

Receipts from Other Sources  Expenses and Disbursements	1	Gross sales or receipts from all business activities. See instructions	1	475,010	00
	2	Interest	2	468	00
	3	Dividends	3		00
	4	Gross rents	4	375,592	00
	5	Gross royalties	5		00
	6	Gross amount received from sale of assets (See Instructions)	6		00
	7	Other income	7	4,755,175	00
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	5,606,245	00
	9	Contributions, gifts, grants, and similar amounts paid	9		00
	10	Disbursements to or for members	10		00
	11	Compensation of officers, directors, and trustees	11	165,871	00
	12	Other salaries and wages	12	3,476,933	00
	13	Interest	13	55,382	00
	14	Taxes	14	269,466	00
	15	Rents	15	500,354	00
	16	Depreciation and depletion (See Instructions)	16	470,766	00
	17	Other Expenses and Disbursements	17	1,965,886	00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	6,904,658	00

**Schedule L Balance Sheet**

	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
<b>Assets</b>				
1 Cash		579,973		173,936
2 Net accounts receivable		4,980		13,969
3 Net notes receivable				
4 Inventories				3,250
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock				
8 Mortgage loans				
9 Other investments				
10 a Depreciable assets	15,509,491		16,078,946	
b Less accumulated depreciation	( 6,044,924)	9,464,567	( 6,515,691)	9,563,255
11 Land		26,872		26,872
12 Other assets	STMT 5	373,504		350,697
13 Total assets		10,449,896		10,131,979
<b>Liabilities and net worth</b>				
14 Accounts payable		595,324		500,439
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable				
17 Mortgages payable				
18 Other liabilities	STMT 6	1,220,540		1,304,762
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		8,634,032		8,326,778
22 Total liabilities and net worth		10,449,896		10,131,979

**Schedule M-1 Reconciliation of income per books with income per return**

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.

1 Net income per books	-307,254	7 Income recorded on books this year not included in this return	STMT 7	-26,021
2 Federal income tax		8 Deductions in this return not charged against book income this year		
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8		-26,021
4 Income not recorded on books this year		10 Net income per return.		
5 Expenses recorded on books this year not deducted in this return		Subtract line 9 from line 6		-281,233
6 Total. Add line 1 through line 5	-307,254			



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
PO BOX 942867  
SACRAMENTO CA 94267-0640

## Entity Status Letter

Date: 5/30/2019

ESL ID: 6218781761

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 0516240

Entity Name: THE BOYS AND GIRLS CLUBS OF SAN DIEGUITO

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701d.
- 4. We do not have current information about the entity.

The above information does not necessarily reflect:

- The entity's status with any other agency of the State of California, or other government agency.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or the entity did business in California at a time when it was not qualified or not registered to do business in California:
  - The status or voidability of any contracts made in California by the entity at a time when the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
  - For entities revived under R&TC Section 23305b, any time limitations on the revivor or limitation of the functions that can be performed by the entity.

### Internet and Telephone Assistance

Website: [ftb.ca.gov](http://ftb.ca.gov)

Telephone: 800.852.5711 from within the United States

916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
PO BOX 1286  
RANCHO CORDOVA CA 95741-1286

In reply refer to  
755:6 :MEJ

March 1, 2007

THE BOYS AND GIRLS CLUBS OF SAN DIEGUITO  
3800A MYKONOS LN  
SAN DIEGO CA 92130-3572

Purpose : CHARITABLE EDUCATIONAL  
Code Section : 2370ld  
Form of Organization : Corporation  
Accounting Period Ending: June 30  
Organization Number : 0516240

This letter confirms your previous exemption from state franchise and income tax under Section 2370ld, Revenue and Taxation Code. In confirming your exempt status, we have made no examination of your current activities. If the organization has changed its operation, character, or purpose since exemption was originally granted, that change must be reported immediately to this office.

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

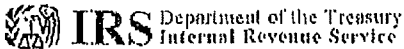
March 1, 2007  
THE BOYS AND GIRLS CLUBS OF SAN DIEGUITO  
ENTITY ID : 0516240  
Page 2

Contributions made to you are deductible by donors as provided by Sections 17214 through 17216.2 and 24357 through 24359 of the Code, unless your purpose is testing for Public Safety.

M JORDAN  
EXEMPT ORGANIZATIONS  
BUSINESS ENTITIES SECTION  
TELEPHONE (916) 845-4150  
FAX NUMBER (916) 843-0934

RTF:

COPY



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248222025  
Nov. 15, 2011 LTR 4168C E0  
95-2470435 000000 00

00016448  
BODC: TE

THE BOYS AND GIRLS CLUBS OF  
SAN DIEGUITO  
533 LDMAS SANTA FE DR  
SOLANA BEACH CA 92075-1323



010296

Employer Identification Number: 95-2470435  
Person to Contact: R CLEMONS  
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Nov. 03, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in AUGUST 1967.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

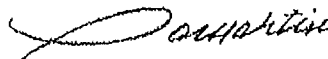
Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248222025  
Nov. 15, 2011 LTR 4168C E0  
95-2470435 000000 00  
00016449

THE BOYS AND GIRLS CLUBS OF  
SAN DIEGUITO  
533 LOMAS SANTA FE DR  
SOLANA BEACH CA 92075-1323

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager  
Accounts Management Operations



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>The Boys &amp; Girls Clubs of San Diego</b>	
	2 Business name/disregarded entity name, if different from above _____	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>533 Lomas Santa Fe Drive</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Solana Beach, CA 92075</b>	
	7 List account number(s) here (optional) _____	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
9	5	-	2	4	7	0	4	3	5

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>2/28/19</b>
------------------	----------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





May 25, 2021

Dear Mr. King,

Thank you for the opportunity to submit a grant to the City of Solana Beach. Programmatic support from the City of Solana Beach's Community Grant Program will ensure the safety of Casa de Amistad students and volunteers. A grant in the amount of \$5,000 will provide support for free academic mentoring for vulnerable youth in our community.

Because of the COVID-19 pandemic, Casa de Amistad transitioned our services from an in-person program to an online tutoring and mentoring program. Casa de Amistad is now offering 200 weekly online sessions to low-income students in first through twelfth grade. Over 165 volunteers dedicate their time to helping Casa de Amistad students with topics ranging from essay writing to physics. In addition to tutoring, volunteers and students are developing a special connection. It has been an honor to bear witness to the online community we have created.

We appreciate your generosity and support in these trying times. Please let me know if you have any questions regarding our grant proposal. I can be reached at [director@casadeamistad.org](mailto:director@casadeamistad.org).

My best regards,

Nicole Mione-Green Executive Director

Encl.



**City of Solana Beach**  
**Community Grant Program**  
Request for Financial Assistance  
**FY 2021-22 APPLICATION**

---

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: Casa de Amistad, Centro de Enseñanza

Mailing Address: 120 Stevens Avenue

City: Solana Beach State: CA Zip: 92075

Contact Person: Nicole Mione-Green

Daytime Phone: 858-509-2590

Evening Phone: 858-509-2590

Email Address: director@casadeamistad.org

1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before?  
Yes  No  
If yes, what activities and which fiscal year?  
2020 Casa de Amistad Online Study Companions Program (see attached)
4. Amount requested for FY 2021-22 \$5,000.00
5. Proposed Total Program Costs: \$249,400.00  
(Includes all estimated costs to conduct proposed activity/program.)
6. Title of Proposed Program/Service: Casa de Amistad Online Study Companions Program
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used: With the stay-at-home orders and safety protocols in place starting in March of last year, Casa quickly pivoted to an online format to continue to serve our students and provide them that same sense of belonging, connection, and academic support in a virtual environment. We developed an infrastructure to safely connect our tutors and students online, allowing them to not only help students academically as they struggled with the challenges of the distance learning model, but also be a vital connection to a caring community in times that have left some students feeling isolated at home with no support.  
(Please see attached sheet)

8. Estimated number of S.B. residents to be served by proposed program:  
125 until we are able to return to in-person tutoring
9. Program Dates/Location:  
Monday through Thursday starting September 7, 2021 to June 3, 2022. Students, volunteers, and staff will participate in the program remotely, until we can all safely be in person (estimated January 2022). The Casa office address is 120 Stevens Avenue, Solana Beach, CA 92075
10. Anticipated Program Objectives or Accomplishments:  
Through our online programming, Casa de Amistad will be supporting low-income students in their academic endeavors. Our objective will be greater engagement and academic success for students in elementary school through college. We will continue to use the benchmarks established in our Kinder through College Initiative to measure their progress. (Please see attached extra sheet)
11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?  
Casa de Amistad will name the City of Solana Beach as a partner on its website and social media outlets. Council members are invited to attend an online session in recognition of the City's financial contribution, and the City will be acknowledged virtually to the Casa de Amistad families, students, and volunteer community.
12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?  
Yes, Casa de Amistad is seeking additional funding to support our online programming. Our program is based on a Collective Impact Model. Therefore, we are asking the entire community to come together and support our most vulnerable students and families. Our partnership with the City of Solana Beach allows us to secure funding from other sources.
13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?  
Casa de Amistad is a Service Enterprise Organization. This designation means that Casa de Amistad utilizes skill-based volunteers to carry out our mission. In the online learning format, we place trained volunteers with students in a one-on-one session that is hosted by a Casa staff member, in accordance with our safety protocols of supervising and supporting all volunteers and students during the tutoring sessions. We anticipate serving approximately 85 Solana Beach students online each week, with a total of approximately 200 online weekly sessions overall.
14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?  
Our proposed program of online tutoring for students in first through twelfth grade will move forward even if only partial funding is awarded. We are committed to supporting our students as they persevere to succeed during this challenging time.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*

*Nicola Morello*

5/25/2021

---

**Authorized Signature of Organization**

---

**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

City of Solana Beach  
Community Grant Program  
Casa de Amistad  
2021

**3. Has your organization received financial assistance from the City before?**

2019-2020: Kinder to College Initiative  
2018-2019: Kinder to College Initiative  
2016-2017: DREAMS +Tech Initiative  
2015-2016: Study Companions Program  
2014-2015: PEP! Program  
2013-2014: Parents in Action  
2008-2009: Computer Equipment  
2006-2007 AV Equipment

**7. Please describe how grant funds will be used**

Grant funds will allow Casa de Amistad to continue our robust online tutoring program serving first through twelfth grade students. Our goal for the 2021-2022 school year is to serve all of the currently enrolled online students, and take students off of the waiting list, with online “hosts” providing a safe learning environment for the student and volunteer. Strict policies are in place, so that a child is never alone with an adult. Session “hosts” host Zoom meetings for students and volunteers on a weekly basis. To serve all the enrolled students this year, we hired an additional 13 part-time hosts to expand our online capacity. During the 2020-2021 school year, Casa staff members hosted 200 online tutoring sessions every week with trained volunteers working on a wide range of topics, from comprehension-focused reading with our primary students, to physics and calculus support for our high school students.

Funds will be used to help cover the increased staffing costs for these part-time tutoring session “hosts” Monday through Thursday. Keeping these additional hosts on staff for the coming year will allow Casa de Amistad to serve as many students as possible in the safest manner.

**10. Anticipated Program Objectives or Accomplishments:**

Casa de Amistad programming is needed now more than ever. For low-income students, distance learning has increased the achievement gap, technology divide and opportunity gaps, which were in existence before the pandemic. Research demonstrates achievement gaps are evident as early as kindergarten and often persist and widen as students advance in their schooling. Studies show that high school students in afterschool programs exhibit more positive feelings and attitudes toward the pressures of teen life and are more willing to share their talents with the community. It is essential that we continue to serve our Study Companions students year-round as they struggle with online learning, increased dependence on technology, financial upheaval,

emotional stress, and anxiety caused by the pandemic. The Solana Beach residents who serve as tutors in the program also benefit from the ability to be connected to their community in a meaningful way, especially in these times of decreased social interaction.

The Study Companions Program is the key component of our Kinder through College Initiative, which provides Casa staff and volunteers a reliable means by which not only to measure, but to provide for student success at important junctures throughout their educational journey. The initiative holds the following as imperative educational objectives:

- Kindergarten Readiness
- Reading Proficiency by 3rd Grade
- Mastery of Critical Math Concepts by 9th Grade
- College and Career Readiness Upon High School Graduation
- Enrollment and Completion of Post-Secondary Education Programs



**Casa de Amistad  
Organizational Budget  
2020-2021**

**SUPPORT & REVENUE**

4010 · Individual contribution	155,000.00
4011 · Site Contributions	1,000.00
4030 · Fundraising Event Income	55,000.00
4015 · Alternative Christmas Market	4,000.00
4016 · Student Family Donations	0.00
4019 · Casa Parent Raffle	0.00
4210 · Corporate/business grants	50,000.00
4230 · Foundation/Non Profit grants	120,000.00
5310 · Interest-savings/short-term inv	0.00
5320 · Dividends & interest-securities	
<b>Total Support &amp; Revenue</b>	<b>\$385,000.00</b>

**EXPENSES**

6001 · Salary/ Hourly Pay	353,901.00
6003 · Employer Payroll taxes	28,082.00
6004 · Worker Compensation Insurance	4,800.00
6007 · Staff Development	5,000.00
6008 · Employee Benefits	14,688.00
6002 · Payroll Processing Expenses	500.00
6700 · Travel	0.00
6101 · Fundraising Expenses	10,000.00
6520 · Supplies	2,000.00
6516 · Nutrition	1,000.00
6503 · Kinder to College Initiative Curriculum	2,500.00
6505 · Parties and Celebrations	1,000.00
6519 · Field Trips	500.00
6402 · Computer Hardware Supplies	3,000.00
6403 · Office Equipment & Decor	1,500.00
6509 · Board Meeting Expenses	300.00
6510 · Personal Background Checks	500.00
6511 · Gifts, Awards, Recognition	750.00
6512 · Tutor Expense	500.00
6103 · Casa Parent Fundraiser	0.00
6404 · Software Expense	1,500.00
6513 · Communications & Outreach	5,000.00
6406 · Postage, shipping, delivery	1,000.00
6301 · Development Consultant Expenses	0.00
6201 · Storage Rental	1,692.00
6006 · Insurance - other	5,000.00
6501 · Advertising	1,500.00
8004 · Misc. Expense	0.00
6202 · Facilities Fee	5,500.00
6405 · Web Site Expenses	1,500.00
6800 · Scholarships	125,000.00
6303 · Accounting	30,000.00
6302 · Legal & CPA	6,200.00
8001 · Square, Inc. Charges	800.00
8002 · PayPal Charges	1,500.00
8003 · Bank Charges	6,000.00
<b>Total expenses with scholarship</b>	<b>\$622,713.00</b>
<b>Total expenses without scholarship</b>	<b>\$491,713.00</b>

**With Future Leaders Scholarship**  
**Difference between Income and Expenses**      **-\$237,713.00**

**Without Future Leaders Scholarship**  
**Difference between Income and Expenses**      **-\$106,713.00**

**Notes:****6800 · Scholarships**

The board of directors has traditionally allotted a budget of \$125,000 for the Future Leaders Scholarship. Expenses tied to the scholarship are drawn from a restricted account. Restricted funds for the Future Leaders Scholarship are held in the Rancho Santa Fe Foundation account.

**Board of Directors' Notes:**

The Casa Board strives each year to establish and maintain a balanced budget. However, due to recent and unforeseen circumstances, it is recommended that the 2020-2021 fiscal budget without the Future Leaders Scholarship reflect a deficit of \$106,713 and such deficit be funded by applying a portion of the 2019-2020 surplus.

The BOD believes using this surplus aligns with Casa's current strategic plan in building capacity for the organization and specifically addresses the challenges created by the COVID 19 pandemic. This includes the likely reduction in near-term donations due to economic hardships experienced during the pandemic.

More specifically, using the 2019-2020 surplus will help fund the following initiatives in 2020-2021:

- Creation of new fund development position to expand our network for donor funding sources
- Additional expense to proctor virtual Zoom tutorial sessions in light of pandemic situation

**Project Budget**  
**Study Companions: Kinder to College Initiative**  
**2020-2021**

**SUPPORT & REVENUE**

Individual contribution	95,000.00
Site Contributions	1,000.00
Fundraising Event Income	29,400.00
Alternative Christmas Market	5,000.00
Corporate/business grants	29,000.41
Foundation/Non Profit grants	90,000.00
<b>Total Support &amp; Revenue</b>	<b>\$249,400.41</b>

**EXPENSES**

Salary/ Hourly Pay	219,333.65
Employer Payroll taxes	10,000.00
Worker Compensation Insurance	2,047.37
Staff Development	1,500.00
Payroll Processing Expenses	269.39
Supplies	1,000.00
Nutrition	1,000.00
Kinder to College Curriculum	2,500.00
Parties and Celebrations	1,000.00
Personal Background Checks	500.00
Tutor Expense	500.00
Communications & Outreach	1,500.00
Insurance - other	2,250.00
Advertising	500.00
Facilities Fee	5,500.00
<b>Total Expenses</b>	<b>\$249,400.41</b>

**REVENUE RECEIVED**

**2020-2021**

Individual Contribution	88,679.11
Site Contributions	625.00
Alternative Christmas Market	4,352.00
Fundraising Event Income	19,721.15
Corporate/Business Grants	10,337.50
Foundation/Non Profit Grants	29,380.00
<b>Contributed Support</b>	<b>\$153,094.76</b>

MUNGER & COMPANY, CPAs

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Oceanside, CA 92054  
(760) 730-8020  
www.mungercpa.com

**CASA DE AMISTAD CENTRO  
DE ENSEÑANZA**

**Reviewed Financial Statements**

Year Ended June 30, 2020

**CONTENTS**

Independent Accountant's Review Report	1
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements	6-12

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**INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To the Board of Directors of  
Casa de Amistad Centro de Ensenanza  
Solana Beach, California

We have reviewed the accompanying financial statements of Casa de Amistad Centro de Ensenanza (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

**Accountant's Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



Munger & Company, CPAs  
October 8, 2020

**Casa de Amistad Centro de Esperanza**  
**Statements of Financial Position**  
**June 30, 2020**

**ASSETS:**

Cash and Cash Equivalents	\$	656,364
Restricted Cash and Cash Equivalents		19,782
Money Market Funds		40,340
Certificates of Deposit		270,143
Interest Receivable		272
Equities		134,123
Bonds		107,866
Other Assets		2,328
Beneficial Interest in Assets Held by Rancho Santa Fe Foundation		621,985
Property and Equipment, net of Accumulated Depreciation of \$54,308		<u>5,715</u>
TOTAL ASSETS	\$	<u><u>1,858,918</u></u>

**LIABILITIES:**

Accounts Payable	\$	2,380
Scholarship Payable		14,500
Accrued Liabilities		1,500
Payroll Liabilities		<u>13,645</u>
TOTAL LIABILITIES		32,025

**NET ASSETS:**

Without Donor Restrictions		
Undesignated		1,179,411
Invested in property and equipment		5,715
With Donor Restrictions		
Purpose Restrictions		<u>641,767</u>
TOTAL NET ASSETS		<u>1,826,893</u>
TOTAL LIABILITIES AND NET ASSETS	\$	<u><u>1,858,918</u></u>

See independent accountant's review report and notes to the financial statements.

**Casa de Amistad Centro de Esperanza**  
**Statement of Activities**  
For the Year Ended June 30, 2020

	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>Total</u>
<b>REVENUES:</b>			
Contributions	\$ 546,576	\$ 151,486	\$ 698,062
Grants	195,216		195,216
Special Event Revenues	71,892		71,892
Less Special Event Expenses	(8,941)		(8,941)
In-Kind Rent	43,170		43,170
Investment Return	63,823		63,823
Released from Restrictions	<u>179,124</u>	<u>(179,124)</u>	<u>-</u>
Total Revenues	<u>1,090,860</u>	<u>(27,638)</u>	<u>1,063,222</u>
<b>EXPENSES:</b>			
Program Services	426,274		426,274
Management & General	<u>210,237</u>		<u>210,237</u>
Total Expenses	<u>636,511</u>	<u>-</u>	<u>636,511</u>
Change In Net Assets	\$ 454,349	\$ (27,638)	\$ 426,711
Beginning Net Assets	<u>730,777</u>	<u>669,405</u>	<u>1,400,182</u>
Ending Net Assets	<u>\$ 1,185,126</u>	<u>\$ 641,767</u>	<u>\$ 1,826,893</u>

See independent accountant's review report and notes to the financial statements.

Casa de Amistad Centro de Esperanza  
Statement of Functional Expenses  
For the Year Ended June 30, 2020

EXPENSES	Program Services	Management & General	Total
Salaries	\$ 165,385	\$ 97,726	\$ 263,111
Benefits	399	11,766	12,165
Payroll Taxes	13,969	7,227	21,196
Payroll Processing Fees	427	118	545
Subtotal Payroll Expenses	180,180	116,837	297,017
Donated Rent	33,204	9,966	43,170
Legal and Accounting		46,755	46,755
Consultants		5,704	5,704
Scholarships	86,721		86,721
Advertising		100	100
Operating	7,533	605	8,138
Occupancy	4,968	3,282	8,250
Supplies	2,991	2,387	5,378
Insurance	1,506	4,346	5,852
COVID-19 Relief	96,128		96,128
Office	11,454	7,236	18,690
Finance Charges	1,482	784	2,266
Depreciation		6,882	6,882
Storage		1,611	1,611
Communication and Outreach	107	3,646	3,753
Other		96	96
<b>Total Expenses</b>	<b>\$ 426,274</b>	<b>\$ 210,237</b>	<b>\$ 636,511</b>

See independent accountant's review report and notes to the financial statements.



**Casa de Amistad Centro de Esperanza**  
**Statement Of Cash Flows**  
**For the Year Ended June 30, 2020**

<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Change In Net Assets	\$ 426,711
Adjustments to Reconcile Change in Net Assets to Net Cash Provided/Used by Operating Activities:	
Depreciation	6,882
Investment Return	(63,823)
Decrease / (Increase) in:	
Interest Receivable	1,748
Change in Beneficial Interest Held by RSSF	53,861
Other Assets	6,047
Increase / (Decrease) in:	
Accounts Payable	(8,420)
Scholarship Payable	14,500
Accrued Liabilities	(680)
Payroll Liabilities	3,886
Net Cash Provided by (Used in) Operating Activities	<u>440,712</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>	
Withdrawals of Investments	5,711
Purchases of Investments	(44,043)
Purchases of Property and Equipment	<u>(1,155)</u>
Net Cash Provided by (Used in) Investing Activities	<u>(39,487)</u>
 Cash and Cash Equivalents at:	
Beginning of Year	<u>274,921</u>
End of Year	<u>\$ 676,146</u>
 <b>CASH AND CASH EQUIVALENTS:</b>	
Cash and Cash Equivalents	\$ 656,364
Restricted Cash and Cash Equivalents	<u>19,782</u>
Total Restricted Cash and Cash Equivalents	<u>\$ 676,146</u>
 <b>SUPPLEMENTARY INFORMATION:</b>	
Cash Paid for Interest	<u>\$ 2,266</u>

See independent accountant's review report and notes to the financial statements.

**Casa de Amistad Centro de Ensenanza**  
Notes to Financial Statements  
Year Ended June 30, 2020

**Note 1 – Organization and Nature of Activities**

The Casa de Amistad Centro de Ensenanza (the Organization) is a California non-profit corporation. The Organization's mission is dedicated to assisting the education and character development of underserved children, teens and their families in coastal North County San Diego. The cornerstone of the Organization is its Study Companions Program: an educational mentoring program designed to improve the academic achievement of children in grades K-12.

**Note 2 - Significant Accounting Policies**

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis in conformity with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

The Organization consider all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to endowments that are perpetual in nature, or other long-term purposes are excluded from this definition.

Receivables and Credit Policies

Accounts receivable consist primarily of interest receivable on investments. We determine the allowance for uncollectable accounts receivable based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At June 30, 2020, management determined that no allowance was necessary.

Property and Equipment

The Organization records property and equipment additions over \$1,000 at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets of five years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2020.

Casa de Amistad Centro de Ensenanza  
Notes to Financial Statements  
Year Ended June 30, 2020

**Note 2 - Significant Accounting Policies (continued)**

Beneficial Interest in Assets Held by Rancho Santa Fe Foundation (RSFF)

The funds are held by RSFF in a managed pool of assets invested in indexed mutual funds and exchange traded funds (ETFs) at The Vanguard Group. The Organization has not granted variance power to the RSFF, which would allow the RSFF to modify any condition or restriction on its distributions for any specified charitable purpose or to any specified organization if, in the sole judgment of the RSFF's Board of Directors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community. The fund is held and invested by the RSFF for our benefit and is reported at fair value in the statements of financial position, with distributions and changes in fair value recognized in the statements of activities. The managed pool is designed to support distributions of student scholarships, while increasing the value of the corpus at a rate greater than inflation, net of distributions and expenses. At June 30, 2020, the pool was invested in Equities (approximately 60%) and Bonds (approximately 40%). Amounts are restricted for scholarships to graduating seniors who plan to attend either a four-year college, a community college, or a vocational and technical school and other items. This balance of \$621,985 is included in net assets with donor restrictions for the year ended June 30, 2020.

Investments

The Organization records investment purchases at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

*Net Assets With Donor Restrictions* – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Casa de Amistad Centro de Enseñanza  
Notes to Financial Statements  
Year Ended June 30, 2020

**Note 2 - Significant Accounting Policies (continued)**

Revenue and Revenue Recognition

Revenue is recognized revenue from services when the services are provided. We record special events revenue equal to the cost of direct benefits to donors, and contribution revenue for the difference. All services are transferred at a point in time.

Contributions are recognized contributions when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

In-Kind Contributions

Volunteers contribute significant amounts of time to our program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. The Organization records donated goods, services and rent at the respective fair values of those items received (Note 7).

Advertising Costs

Advertising costs are expensed as incurred.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the IRS as exempt from federal income taxes under IRC Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for the charitable contribution deduction under IRC Section 170(b)(1)(A)(vi), and has been determined not to be a private foundation under IRC Sections 509(a)(1). The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS and California Franchise Tax Board (Forms 199 and RRF-1). In addition, they are subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization is not subject to unrelated business income tax and have not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS or (Form 109) with California.

The Organization has reviewed its position for all open tax years and believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

Casa de Amistad Centro de Enseñanza  
Notes to Financial Statements  
Year Ended June 30, 2020

**Note 2 - Significant Accounting Policies (continued)**

The Organization's federal and state Exempt Organization Tax Returns are subject to examination, generally for three years after they were filed for federal returns and four years for state returns.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

The Organization manages deposit concentration risk by placing cash, money market accounts, and certificates of deposit with financial institutions believed by us to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, The Organization have not experienced losses in any of these accounts. Credit risk associated with accounts receivable and promises to give is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from Board members, governmental agencies, and foundations supportive of our mission. Investments are made by diversified investment managers whose performance is monitored by us and the investment committee of the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, The Organization and the Board of Directors believe that the investment policies and guidelines are prudent for the long-term welfare of the organizations.

Subsequent Events

The Organization have evaluated subsequent events through October 8, 2020, the date the financial statements were available to be issued.

**Note 3. Liquidity and Availability**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash	\$ 656,364
Money Market Funds	40,340
Certificates of Deposits	270,143
Receivables	272
Equities	134,123
Bonds	107,866
	<u>\$1,209,108</u>

As part of our liquidity management plan, the Organization invests cash in excess of daily requirements in investments, CDs, and money market funds.

Casa de Amistad Centro de Enseñanza  
Notes to Financial Statements  
Year Ended June 30, 2020

**Note 4. Fair Value Measurements and Disclosures**

The Organization reports certain assets at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that The Organization can access at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, The Organization develops inputs using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

A significant portion of our investment assets are classified within Level 1 because they comprise open-end mutual funds, certificates of deposit and money market funds with readily determinable fair values based on daily redemption values.

We invest in CDs traded in the financial markets and have funds with Rancho Santa Fe Foundation. Those CDs and Rancho Santa Fe Foundation obligations are valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates, and market-rate assumptions, and are classified within Level 2.

**Casa de Amistad Centro de Enseñanza**  
**Notes to Financial Statements**  
**Year Ended June 30, 2020**

**Note 4. Fair Value Measurements and Disclosures, (continued)**

The following table presents investments categorized according to their fair value hierarchy as of June 30, 2020:

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total Fair Value</u>
Certificates of deposit	\$ -	\$270,143	\$ -	\$ 270,143
Equities	134,123	-	-	134,123
Money Market Funds	40,340	-	-	40,340
Bonds	107,866	-	-	107,866
Beneficial Interest in assets held at RSFF	-	\$621,985	-	\$ 621,985
<b>Total</b>	<u>\$282,329</u>	<u>\$892,128</u>	<u>\$ -</u>	<u>\$1,174,457</u>

**Note 5. Property and Equipment**

Property and equipment consist of the following:

Leasehold Improvements	\$ 17,807
Furniture, Fixtures and Equipment	9,265
Computer Equipment	26,474
Website	4,000
Computer Software	<u>2,477</u>
Total	\$ 60,023
Less Accumulated Depreciation	<u>(54,308)</u>
 Net Fixed Assets	 <u>\$ 5,715</u>

**Note 6. Net Assets With Donor Restrictions**

Net Assets With Donor Restrictions at June 30, 2020 consisting of certain restrictions as follows:

Scholarship Fund – Specified Purpose	\$ 632,127
COVID-19 Relief	<u>9,640</u>
Total Net Assets With Donor Restrictions	<u>\$ 641,767</u>

Net assets released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors for the year ended June 30, 2020 are:

Software	\$ 1,500
COVID-19 Relief	93,845
Scholarship Fund - Program	<u>83,779</u>
Total Release of Restrictions	<u>\$ 179,124</u>

**Casa de Amistad Centro de Ensenanza**  
Notes to Financial Statements  
Year Ended June 30, 2020

**Note 7.        Donated Rent**

The Organization occupies space for classrooms and staff offices at Solana Beach Presbyterian Church.

**Note 8.        Functionalized Expenses**

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated salaries, benefits, payroll taxes, rent, occupancy, supplies, insurance, and office, which are allocated on the basis of estimates of time and effort.

**Note 9.        Revenue Concentration**

During the year ended June 30, 2020, the Organization received one gift representing approximately 49% of revenues.



# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- Do not enter social security numbers on this form as it may be made public.
- Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2019 calendar year, or tax year beginning 7/1/2019, and ending 6/30/2020

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization CASA DE AMISTAD, CENTRO DE ENSEMANZA  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
120 STEVENS AVENUE  
 City or town State ZIP code  
SOLANA BEACH CA 92075  
 Foreign country name Foreign province/state/county Foreign postal code

**D** Employer identification number 26-0016331  
**E** Telephone number 858-509-2590  
**G** Gross receipts \$ 993,144

**F** Name and address of principal officer:  
NICOLE MIONE-GREEN 120 STEVENS AVENUE, SOLANA BEACH, CA

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: WWW.CASADEAMISTAD.ORG

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: 2001 **M** State of legal domicile: CA

**H(c)** Group exemption number

**Part I Summary**

Activities & Governance	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>PROVIDE LOW-INCOME, UNDERSERVED CHILDREN TEENS AND THEIR FAMILIES IN COASTAL NORTH COUNTY SAN DIEGO WITH TUTORING, EDUCATIONAL SUPPORT, AND CHARACTER DEVELOPMENT.</u>		
	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<u>10</u>
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<u>10</u>
	<b>5</b>	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	<b>5</b>	<u>9</u>
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	<u>300</u>
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<u>0</u>
<b>b</b>	Net unrelated business taxable income from Form 990-T, line 39	<b>7b</b>	<u>0</u>	
Revenue	<b>8</b>	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b>	Program service revenue (Part VIII, line 2g)	<u>804,224</u>	<u>936,530</u>
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>0</u>	<u>0</u>
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>32,200</u>	<u>27,974</u>
	<b>12</b>	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>4,610</u>	<u>19,699</u>
Expenses	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>841,034</u>	<u>984,203</u>
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	<u>82,984</u>	<u>86,721</u>
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>0</u>	<u>0</u>
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	<u>232,413</u>	<u>296,472</u>
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) <u>0</u>	<u>0</u>	<u>0</u>
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>80,432</u>	<u>210,148</u>
	<b>18</b>	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>395,829</u>	<u>593,341</u>
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<u>445,205</u>	<u>390,862</u>	
Net Assets or Fund Balances	<b>20</b>	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	<b>21</b>	Total liabilities (Part X, line 26)	<u>1,422,921</u>	<u>1,858,918</u>
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<u>22,739</u>	<u>32,025</u>
			<u>1,400,182</u>	<u>1,826,893</u>

**Part II Signature Block**

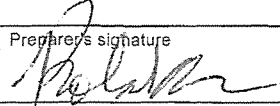
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer \_\_\_\_\_ Date \_\_\_\_\_

Type or print name and title \_\_\_\_\_

**Preparer Use Only**

Print/Type preparer's name Roland W Munger Preparer's signature  Date 10/30/2020 Check  if self-employed PTIN P01871456

Firm's name Munger & Company, CPAs Firm's EIN 47-3342732

Firm's address 2170 South El Camino Real, Ste. 217, Oceanside, CA 92054 Phone no. (760) 730-8020

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

Part III

Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

X

1 Briefly describe the organization's mission: THE MISSION OF CASA DE AMISTAD IS TO PROVIDE LOW-INCOME, UNDERSERVED CHILDREN, TEENS AND THEIR FAMILIES IN COASTAL NORTH COUNTY SAN DIEGO WITH TUTORING, LEADERSHIP TRAINING, AND CHARACTER DEVELOPMENT. WE ARE TRANSFORMING A NEW GENERATION OF LEADERS THROUGH ACADEMIC SUPPORT, MENTORING, AND ENRICHMENT ACTIVITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? X Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? No Yes X No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 265,700 including grants of \$ ) (Revenue \$ ) STUDY COMPANIONS PROGRAM - THE CONERSTONE OF CASA DE AMISTAD IS ITS STUDY COMPANIONS PROGRAM. STUDY COMPANIONS IS AN EDUCATIONAL MENTORING PROGRAM DESIGNED TO IMPROVE THE ACADEMIC ACHIEVEMENT OF CHILDREN IN GRADES K-12. STUDENTS PARTICIPATING IN CASA DE AMISTAD ARE FROM SCHOOL DISTRICTS THROUGHOUT COASTAL NORTH COUNTY SAN DIEGO. THE STUDENTS ARE MATCHED WITH VOLUNTEER MENTORS WITH WHOM THEY MEET TWO EVENINGS PER WEEK DURING THE SCHOOL YEAR. DURING THESE MEETINGS THE MENTORS HELP THE STUDENTS WITH HOMEWORK AND STUDY SKILLS. THERE WERE APPROXIMATELY 240 VOLUNTEER TUTORS AND EVEN MORE STUDENTS, AS WELL AS A WAITING LIST WITH APPROXIMATELY 65 NAMES.

4b (Code: ) (Expenses \$ 15,517 including grants of \$ ) (Revenue \$ ) PARENTS IN ACTION - THE GOAL OF THIS PROGRAM IS TO HELP THE PARENTS OF OUR STUDENTS TO ENHANCE THEIR PARENTING SKILLS AND TO ADDRESS THEIR CONCERNS FOR THE WELL-BEING OF THEIR CHILDREN. THIS PROGRAM CONSISTS OF APPROXIMATELY TEN MEETINGS DURING THE SCHOOL YEAR WITH EACH MEETING FOCUSING ON ONE OR TWO MAJOR CONCERNS OF OUR PARENTS, FOR EXMAPLE: POSITIVE ALTERNATIVES TO GANGS, DETECTING AND AVOIDING DRUG USE, AND POSITIVE PARTENTING SKILLS. ANY INTERESTED PARENT MAY ATTEND, WHETHER OR NOT THEY HAVE A CHILD IN OUR STUDY COMPANIONS PROGRAM. THERE IS NO CHARGE TO ATTEND.

4c (Code: ) (Expenses \$ 15,598 including grants of \$ ) (Revenue \$ ) SUMMER ENRICHMENT PROGRAM - THE SUMMER ENRICHMENT PROGRAM PROVIDES STUDENTS IN KINDERGARTEN THROUGH SIXTH GRADE WITH A WEEK OF STEAM (SCIENCE, TECHNOLOGY, ENGINEERING, ART AND MATH) THEMED CAMP THAT INCLUDES FIELD TRIPS, ART, PROJECTS, PRESENTATIONS, AND EXTRA-CURRICULAR ACTIVITIES TO BRIDGE OPPORTUNITY GAP.

4d Other program services (Describe on Schedule O.) (Expenses \$ 96,255 including grants of \$ 0 ) (Revenue \$ 0 )

4e Total program service expenses 393,070

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A . . . . .	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)? . . . . .	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III . . . . .		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I . . . . .		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II . . . . .		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III . . . . .		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV . . . . .		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V . . . . .		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI . . . . .	X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII . . . . .	X	
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII . . . . .		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX . . . . .		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X . . . . .	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X . . . . .	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII . . . . .		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional . . . . .		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .		X
14a Did the organization maintain an office, employees, or agents outside of the United States? . . . . .		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV . . . . .		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV . . . . .		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV . . . . .		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions) . . . . .		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II . . . . .	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III . . . . .		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H . . . . .		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II . . . . .		X

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III.</i>	X	
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J.</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I.</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I.</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II.</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III.</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV.</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV.</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV.</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M.</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M.</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I.</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II.</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I.</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2.</i>		
36 <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2.</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI.</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V.

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

**Part V** Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return . . . . .		
	2a		9
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? . . . . .	X	
<b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. (see instructions)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? . . . . .		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O . . . . .		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . . . .		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? . . . . .		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? . . . . .		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . . . .		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? . . . . .		
<b>7 Organizations that may receive deductible contributions under section 170(c).</b>			
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? . . . . .	X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? . . . . .	X	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? . . . . .		X
d	If "Yes," indicate the number of Forms 8282 filed during the year . . . . .		7d
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? . . . . .		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . . . . .		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? . . . . .		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? . . . . .		
8	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? . . . . .		
9	<b>Sponsoring organizations maintaining donor advised funds.</b>		
a	Did the sponsoring organization make any taxable distributions under section 4966? . . . . .		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . . . .		
10	<b>Section 501(c)(7) organizations.</b> Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 . . . . .	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities . . . . .	10b	
11	<b>Section 501(c)(12) organizations.</b> Enter:		
a	Gross income from members or shareholders . . . . .	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) . . . . .	11b	
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041? . . . . .	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year . . . . .	12b	
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
a	Is the organization licensed to issue qualified health plans in more than one state? . . . . .	13a	
<b>Note:</b> See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans . . . . .	13b	
c	Enter the amount of reserves on hand . . . . .	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year? . . . . .		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O . . . . .	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year . . . . .	15	X
If "Yes," see instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? . . . . .	16	X
If "Yes," complete Form 4720, Schedule O.			

Part VI

Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a (10), 1b (10), 2 (X), 3 (X), 4 (X), 5 (X), 6 (X), 7a (X), 7b (X), 8a (X), 8b (X), 9 (X).

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a (X), 10b, 11a (X), 11b, 12a (X), 12b (X), 12c (X), 13 (X), 14 (X), 15a (X), 15b (X), 16a (X), 16b.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed CA
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[ ] Own website [ ] Another's website [X] Upon request [ ] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records
TGG ACCOUNTING 760-697-1033
10188 TELESIS COURT, SUITE 130, SAN DIEGO, CA 92121

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Nicole Mione-Green Executive Director	40.00 0.00			X			87,995			
(2) Katherine Timm Board President	1.00 0.00	X		X						
(3) Tyler Wagner Vice President	1.00 0.00	X		X						
(4) John Sweeten Treasurer	1.00 0.00	X		X						
(5) Rachel Scherba Secretary	1.00 0.00	X		X						
(6) Ken Deremer Member	1.00 0.00	X								
(7) David Leshner Member	1.00 0.00	X								
(8) Jorge Sanchez Member	1.00 0.00	X								
(9) Jan Wier Member	1.00 0.00	X								
(10) Juan Daniel Espitia Member	1.00 0.00	X								
(11) Dr. Melissa Famulari Member	1.00 0.00	X								
(12)										
(13)										
4)										

**Part VII**

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1b Subtotal</b>							87,995	0	0	
<b>c Total from continuation sheets to Part VII, Section A</b>							0	0	0	
<b>d Total (add lines 1b and 1c)</b>							87,995	0	0	

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
<b>3</b> Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual.		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual.		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person.		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
		0
		0
		0
		0
		0

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**



**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII.

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1a	Federated campaigns	1a	0				
	b	Membership dues	1b	0				
	c	Fundraising events	1c	43,252				
	d	Related organizations	1d	0				
	e	Government grants (contributions)	1e	0				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	893,278				
	g	Noncash contributions included in lines 1a-1f	1g	\$ 0				
	h	<b>Total.</b> Add lines 1a-1f			936,530			
	<b>Program Service Revenue</b>			Business Code				
2a				0				
b				0				
c				0				
d				0				
e				0				
f		All other program service revenue		0				
g	<b>Total.</b> Add lines 2a-2f			0				
<b>Other Revenue</b>	3	Investment income (including dividends, interest, and other similar amounts)			27,974		27,974	
	4	Income from investment of tax-exempt bond proceeds			0			
	5	Royalties			0			
	6a	Gross rents	(i) Real	(ii) Personal				
			6a					
			6b					
	c	Rental income or (loss)	6c	0	0			
	d	Net rental income or (loss)			0			
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
			7a	0	0			
			7b	0	0			
	c	Gain or (loss)	7c	0	0			
	d	Net gain or (loss)			0			
	8a	Gross income from fundraising events (not including \$ 43,252 of contributions reported on line 1c). See Part IV, line 18						
			8a	25,665				
b	Less: direct expenses	8b	8,941					
c	Net income or (loss) from fundraising events			16,724		16,724		
9a	Gross income from gaming activities. See Part IV, line 19							
		9a	2,975					
b	Less: direct expenses	9b	0					
c	Net income or (loss) from gaming activities			2,975		2,975		
10a	Gross sales of inventory, less returns and allowances							
		10a	0					
b	Less: cost of goods sold	10b	0					
c	Net income or (loss) from sales of inventory			0				
<b>Miscellaneous Revenue</b>			Business Code					
	11a			0				
	b			0				
	c			0				
	d	All other revenue		0				
	e	<b>Total.</b> Add lines 11a-11d			0			
12	<b>Total revenue.</b> See instructions			984,203	0	0	47,673	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

<i>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</i>		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations domestic governments. See Part IV, line 21 . . . . .	0			
2	Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .	86,721	86,721		
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .	0			
4	Benefits paid to or for members . . . . .	0			
5	Compensation of current officers, directors, trustees, and key employees . . . . .	87,995	74,796	13,199	
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .	0			
7	Other salaries and wages . . . . .	175,116	90,589	84,527	
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .	0			
9	Other employee benefits . . . . .	12,165	399	11,766	
10	Payroll taxes . . . . .	21,196	13,969	7,227	
11	Fees for services (nonemployees):				
a	Management . . . . .	5,704		5,704	
b	Legal . . . . .	0			
c	Accounting . . . . .	46,755		46,755	
d	Lobbying . . . . .	0			
e	Professional fundraising services. See Part IV, line 17 . . . . .	0			
f	Investment management fees . . . . .	0			
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . . . . .	0			0
12	Advertising and promotion . . . . .	100		100	
13	Office expenses . . . . .	18,690	11,454	7,236	
14	Information technology . . . . .	0			
15	Royalties . . . . .	0			
16	Occupancy . . . . .	8,250	4,968	3,282	
17	Travel . . . . .	0			
18	Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .	0			
19	Conferences, conventions, and meetings . . . . .	0			
20	Interest . . . . .	2,266	1,482	784	
21	Payments to affiliates . . . . .	0			
22	Depreciation, depletion, and amortization . . . . .	6,882	0	6,882	0
23	Insurance . . . . .	5,852	1,506	4,346	
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	Program Costs	8,138	7,533	605	
b	COVID-19 Relief	96,128	96,128		
c	Communication and Outreach	3,753	107	3,646	
d	Supplies Cost	5,378	2,991	2,387	
e	All other expenses	2,252	427	1,825	
25	<b>Total functional expenses.</b> Add lines 1 through 24e . . . . .	593,341	393,070	200,271	0
3	<b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)		
		Beginning of year		End of year		
<b>Assets</b>	1	Cash—non-interest-bearing . . . . .	198,923	1	151,932	
	2	Savings and temporary cash investments . . . . .	311,215	2	564,554	
	3	Pledges and grants receivable, net . . . . .	0	3	0	
	4	Accounts receivable, net . . . . .	0	4	272	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	5		
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .	0	6		
	7	Notes and loans receivable, net . . . . .	0	7	0	
	8	Inventories for sale or use . . . . .	0	8		
	9	Prepaid expenses and deferred charges . . . . .	8,375	9	2,328	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a	60,023		
	b	Less: accumulated depreciation . . . . .	10b	54,308	10c	5,715
	11	Investments—publicly traded securities . . . . .	217,120	11	512,132	
	12	Investments—other securities. See Part IV, line 11 . . . . .	675,846	12	621,985	
	13	Investments—program-related. See Part IV, line 11 . . . . .	0	13	0	
	14	Intangible assets . . . . .	0	14	0	
	15	Other assets. See Part IV, line 11 . . . . .	0	15	0	
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .	1,422,921	16	1,858,918		
<b>Liabilities</b>	17	Accounts payable and accrued expenses . . . . .	22,739	17	32,025	
	18	Grants payable . . . . .	0	18		
	19	Deferred revenue . . . . .	0	19		
	20	Tax-exempt bond liabilities . . . . .	0	20		
	21	Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .	0	21		
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	22		
	23	Secured mortgages and notes payable to unrelated third parties . . . . .	0	23	0	
	24	Unsecured notes and loans payable to unrelated third parties . . . . .	0	24	0	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .	0	25	0	
	26	<b>Total liabilities.</b> Add lines 17 through 25 . . . . .	22,739	26	32,025	
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>					
	27	Net assets without donor restrictions . . . . .	730,777	27	1,185,126	
	28	Net assets with donor restrictions . . . . .	669,405	28	641,767	
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>					
	29	Capital stock or trust principal, or current funds . . . . .	0	29		
	30	Paid-in or capital surplus, or land, building, or equipment fund . . . . .	0	30		
	31	Retained earnings, endowment, accumulated income, or other funds . . . . .	0	31		
32	<b>Total net assets or fund balances . . . . .</b>	1,400,182	32	1,826,893		
33	<b>Total liabilities and net assets/fund balances . . . . .</b>	1,422,921	33	1,858,918		

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	984,203
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	593,341
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	390,862
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	1,400,182
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	35,849
<b>6</b>	Donated services and use of facilities	<b>6</b>	43,170
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	-43,170
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	1,826,893

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
<b>1</b>	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b>	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
<b>b</b>	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>c</b>	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
<b>3a</b>	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
<b>b</b>	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		

# Depreciation and Amortization

Form **4562**

(Including Information on Listed Property)

**2019**  
Attachment  
Sequence No. **179**

Department of the Treasury  
Internal Revenue Service (99)

▶ Attach to your tax return.

▶ Go to [www.irs.gov/Form4562](http://www.irs.gov/Form4562) for instructions and the latest information.

Name(s) shown on return <b>CASA DE AMISTAD, CENTRO DE ENSEANZA</b>	Business or activity to which this form relates <b>990</b>	Identifying number <b>26-0016331</b>
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**Part I Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions)	1	
2 Total cost of section 179 property placed in service (see instructions)	2	
3 Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	0
6	(a) Description of property	(b) Cost (business use only)
7		(c) Elected cost
7 Listed property. Enter the amount from line 29	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	0
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	0
10 Carryover of disallowed deduction from line 13 of your 2018 Form 4562.	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12 Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	0
13 Carryover of disallowed deduction to 2020. Add lines 9 and 10, less line 12	13	0

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)**

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	

**Part III MACRS Depreciation (Don't include listed property. See instructions.)**

**Section A**

17 MACRS deductions for assets placed in service in tax years beginning before 2019	17	6,754
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

**Section B - Assets Placed in Service During 2019 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19 a 3-year property		1,155	3	FM	SL	128
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

**Section C - Assets Placed in Service During 2019 Tax Year Using the Alternative Depreciation System**

20 a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

21 Listed property. Enter amount from line 28	21	
<b>Total.</b> Add amount from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	6,882
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

Name of the organization CASA DE AMISTAD, CENTRO DE ENSEANZA	Employer identification number 26-0016331
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**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations: 0
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>					0	0

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	526,840	209,049	775,127	804,224	936,530	3,251,770
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 <b>Total.</b> Add lines 1 through 3	526,840	209,049	775,127	804,224	936,530	3,251,770
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 <b>Public support.</b> Subtract line 5 from line 4						3,251,770

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	526,840	209,049	775,127	804,224	936,530	3,251,770
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	62	2,259	13,380	32,200	27,974	75,875
9 Net income from unrelated business activities, whether or not the business is regularly carried on	3,880	21,491	6,619	4,610	19,699	56,299
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
11 <b>Total support.</b> Add lines 7 through 10						3,383,944
12 Gross receipts from related activities, etc. (see instructions)					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	96.09%
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	95.77%

- 16a **33 1/3% support test—2019.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization.
- b **33 1/3% support test—2018.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization.
- 17a **10%-facts-and-circumstances test—2019.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization.
- b **10%-facts-and-circumstances test—2018.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization.
- Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions.



**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . . .						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513 . . . . .						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						0
6 <b>Total.</b> Add lines 1 through 5 . . . . .	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .						0
c Add lines 7a and 7b . . . . .	0	0	0	0	0	0
8 <b>Public support</b> (Subtract line 7c from line 6.) . . . . .						0

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6 . . . . .	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						0
c Add lines 10a and 10b . . . . .	0	0	0	0	0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						0
13 <b>Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .	0	0	0	0	0	0

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . .

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) . . . . .	15	0.00%
16 Public support percentage from 2018 Schedule A, Part III, line 15 . . . . .	16	0.00%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f)) . . . . .	17	0.00%
18 Investment income percentage from 2018 Schedule A, Part III, line 17 . . . . .	18	0.00%

19 **33 1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

b **33 1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . .



**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b	A family member of a person described in (a) above?		
c	A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in <b>Part VI</b> .		

**Section B. Type I Supporting Organizations**

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in <b>Part VI</b> how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

**Section C. Type II Supporting Organizations**

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

**Section D. All Type III Supporting Organizations**

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.		

**Section E. Type III Functionally Integrated Supporting Organizations**

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a government entity (see instructions).		
2	Activities Test. Answer (a) and (b) below.		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in <b>Part VI</b> identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
i	Parent of Supported Organizations. Answer (a) and (b) below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in <b>Part VI</b> .		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	0 0
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4).	8	0 0

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	0 0
e <b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	0 0
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	0 0
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	0 0
6	Multiply line 5 by .035.	6	0 0
7	Recoveries of prior-year distributions	7	0 0
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	0 0

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	0
2	Enter 85% of line 1	2	0
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	0
4	Enter greater of line 2 or line 3.	4	0
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	0

7  Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

Section D - Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes		
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
3	Administrative expenses paid to accomplish exempt purposes of supported organizations		
4	Amounts paid to acquire exempt-use assets		
5	Qualified set-aside amounts (prior IRS approval required)		
6	Other distributions (describe in Part VI). See instructions.		
7	<b>Total annual distributions.</b> Add lines 1 through 6.		0
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.		
9	Distributable amount for 2019 from Section C, line 6		0
10	Line 8 amount divided by line 9 amount		0.000

Section E - Distribution Allocations (see instructions)			
	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1	Distributable amount for 2019 from Section C, line 6		0
2	Underdistributions, if any, for years prior to 2019 (reasonable cause required—explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2019		
a	From 2014 . . . . . 0		
b	From 2015 . . . . . 0		
c	From 2016 . . . . . 0		
d	From 2017 . . . . . 0		
e	From 2018 . . . . . 0		
f	<b>Total</b> of lines 3a through e	0	
g	Applied to underdistributions of prior years	0	
h	Applied to 2019 distributable amount		0
i	Carryover from 2014 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.	0	
4	Distributions for 2019 from Section D, line 7: \$ 0		
a	Applied to underdistributions of prior years	0	
b	Applied to 2019 distributable amount		0
c	Remainder. Subtract lines 4a and 4b from 4.	0	
5	Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		0
6	Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		0
7	<b>Excess distributions carryover to 2020.</b> Add lines 3j and 4c.	0	
8	Breakdown of line 7:		
a	Excess from 2015 . . . . . 0		
b	Excess from 2016 . . . . . 0		
c	Excess from 2017 . . . . . 0		
d	Excess from 2018 . . . . . 0		
e	Excess from 2019 . . . . . 0		

**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Area with horizontal dashed lines for supplemental information.

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2019

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization: CASA DE AMISTAD, CENTRO DE ENSEANZA. Employer identification number: 26-0016331

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows 1-4 for totals. Rows 5-6 for questions about donor information.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form with multiple rows for questions about conservation easements, including a table for 'Held at the End of the Tax Year' with rows 2a-2d.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form with rows for questions about reporting collections of art and historical treasures, including revenue and asset amounts.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 0      |
| d Additions during the year     |        |
| e Distributions during the year |        |
| f Ending balance                | 0      |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	0	0			
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance	0	0	0	0	0

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment  %
  - b Permanent endowment  %
  - c Term endowment  %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |                             | Yes | No |
|-----------------------------|-----|----|
| (i) Unrelated organizations |     |    |
| (ii) Related organizations  |     |    |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	0	0		0
b Buildings	0	0	0	0
c Leasehold improvements	0	17,807	17,807	0
d Equipment	0	38,216	33,168	5,048
e Other	0	4,000	3,333	667

**Total.** Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 5,715

**Part VII Investments—Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives	0	
(2) Closely held equity interests	0	
(3) Other Rancho Santa Fe Foundation	621,985	F
(A) -----		
(B) -----		
(C) -----		
(D) -----		
(E) -----		
(F) -----		
(G) -----		
(H) -----		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶	621,985	

**Part VIII Investments—Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶	0	

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	0

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	0
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	0

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.



Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include description, sub-row labels (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 5) with values 0.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include description, sub-row labels (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 5) with values 0.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part X Line 2 THE ORGANIZATION FOLLOWS ACCOUNTING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA RELATED TO THE RECOGNITION OF UNCERTAIN TAX POSITIONS. THE ORGANIZATION RECOGNIZES ACCRUED INTEREST AND PENALTIES ASSOCIATED WITH UNCERTAIN TAX POSITIONS AS PART OF THE STATEMENT OF ACTIVITIES, WHEN APPLICABLE. MANAGEMENT HAS DETERMINED THAT THE ORGANIZATION HAS NO UNCERTAIN TAX POSITIONS AT JUNE 30, 2020 AND 2019 AND THEREFORE NO AMOUNTS HAVE BEEN RECORDED.

**SCHEDULE G**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information Regarding Fundraising or Gaming Activities**

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.  
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Name of the organization

CASA DE AMISTAD, CENTRO DE ENSEANZA

Employer identification number

26-0016331

**Part I Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a  Mail solicitations
  - b  Internet and email solicitations
  - c  Phone solicitations
  - d  In-person solicitations
  - e  Solicitation of non-government grants
  - f  Solicitation of government grants
  - g  Special fundraising events
- 2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?  Yes  No
- b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1					0	0	0
2					0	0	0
3					0	0	0
4					0	0	0
5					0	0	0
6					0	0	0
7					0	0	0
8					0	0	0
9					0	0	0
10					0	0	0
<b>Total</b>					0	0	0

- 3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		wing Seeds of Succe (event type)	(event type)	NONE (total number)	(add col. (a) through col. (c))
Revenue	1	Gross receipts . . . . .	68,917	0	68,917
	2	Less: Contributions . . . . .	43,252	0	43,252
	3	Gross income (line 1 minus line 2) . . . . .	25,665	0	25,665
Direct Expenses	4	Cash prizes . . . . .		0	0
	5	Noncash prizes . . . . .		0	0
	6	Rent/facility costs . . . . .	2,209	0	2,209
	7	Food and beverages . . . . .		0	0
	8	Entertainment . . . . .	1,800	0	1,800
	9	Other direct expenses . . . . .	4,343	0	4,343
	10	Direct expense summary. Add lines 4 through 9 in column (d) . . . . . ▶			
11	Net income summary. Subtract line 10 from line 3, column (d) . . . . . ▶				17,313

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
Revenue	1	Gross revenue . . . . .			0	
Direct Expenses	2	Cash prizes . . . . .			0	
	3	Noncash prizes . . . . .			0	
	4	Rent/facility costs . . . . .			0	
	5	Other direct expenses . . . . .			0	
	6	Volunteer labor . . . . .	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
	7	Direct expense summary. Add lines 2 through 5 in column (d) . . . . . ▶				( 0)
	8	Net gaming income summary. Subtract line 7 from line 1, column (d) . . . . . ▶				0

9 Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_

a Is the organization licensed to conduct gaming activities in each of these states? . . . . .  Yes  No

b If "No," explain: \_\_\_\_\_

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? . . . . .  Yes  No

b If "Yes," explain: \_\_\_\_\_



**SCHEDULE I  
(Form 990)**

**Grants and Other Assistance to Organizations,  
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Department of the Treasury  
Internal Revenue Service

Name of the organization

CASA DE AMISTAD, CENTRO DE ENSEANZA

Employer identification number

26-0016331

**Part I General Information on Grants and Assistance**

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?  Yes  No
- 2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

**Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1) .....							
(2) .....							
(3) .....							
(4) .....							
(5) .....							
(6) .....							
(7) .....							
(8) .....							
(9) .....							
(10) .....							
(11) .....							
(12) .....							

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ▶
- 3 Enter total number of other organizations listed in the line 1 table ▶ 0

**Part III Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.  
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
Scholarships	24	86,721		FMV	
1					
2					
3					
4					
5					
6					
7					

**Part IV Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

Part I Line 2 THE ORGANIZATION HAS A SPECIFIC COMMITTEE FOR SCHOLARSHIPS THAT REVIEWS THE PROCESSES, REVIEWS THE STUDENT APPLICATION, AND DETERMINES THE AMOUNT OF MONEY TO BE AWARDED EACH YEAR. EACH STUDENT MUST COMPLETE THE FOLLOWING TO APPLY FOR A SCHOLARSHIP: 1) FILL OUT APPLICATION, 2) PROVIDE 2 LETTERS OF RECOMMENDATION FROM NON-RELATED INDIVIDUALS WHO CAN SPEAK TO THEIR CHARACTER, 3) PROVIDE ESSAYS THAT INCLUDE: PERSONAL ACCOMPLISHMENTS - WHY ARE THEY A LEADER?, CAREER ASPIRATIONS, REFLECTION ON THEIR TIME AT CASA DE AMISTAD AND HOW IT HAS DEVELOPED THEIR CHARACTER, AND COMMUNITY INVOLVEMENT. SCHOLARSHIPS ARE AWARDED BASED ON THE FOLLOWING CRITERIA: 1) ACADEMIC REQUIREMENT - 2.5 GPA, 2) PARTICIPATION IN CASA FOR AT LEAST 2 YEARS, 3) DEMONSTRATED FINANCIAL NEED - FAFSA, 4) COMMUNITY INVOLVEMENT ESSAY.

SCHEDULE O  
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

2019

▶ Attach to Form 990 or 990-EZ.

Open to Public  
Inspection

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Department of the Treasury  
Internal Revenue Service

Name of the organization

Employer identification number

CASA DE AMISTAD, CENTRO DE ENSEANZA

26-0016331

Form 990, Part III, Line 4d: Program Service Expenses: 96,255, Grants and allocations: 0,

Revenue: 0 COVID-19 Relief to families funding by various funding sources.

Form 990, Part VI, Section B, Line 11B: THE CHAIR OF THE FINANCE COMMITTEE, BOARD TREASURER

AND EXECUTIVE DIRECTOR RECEIVED THE FORM 990 FOR REVIEW. THE 990 WILL BE APPROVED BY THE BOARD

OF DIRECTORS WITH THE TREASURER PROVIDING WRITTEN APPROVAL PRIOR TO FILING.

Form 990, Part VI, Section B, Line 12C: THE CONFLICT OF INTEREST POLICY IS DISTRIBUTED TO THE

BOARD OF DIRECTORS ONCE A YEAR. EACH BOARD MEMBER WILL REVIEW AND SIGN THE CONFLICT OF

INTEREST POLICY.

Form 990, Part VI, Section B, Line 15A: A SUBCOMMITTEE FO THE CASA BOARD OF DIRECTORS, THE

PERSONNEL COMMITTEE, ANNUALLY REVIEWS THE PERFORMANCE AND COMPENSATION OF THE EXECUTIVE

DIRECTOR AND MAKES A REPORT FOT THE FULL BOARD OF DIRECTORS.

Form 990, Part VI, Section C, Line 18: AVAILABLE UPON REQUEST.

Form 990, Part VI, Section C, Line 19: FINANCIAL STATEMENTS ARE PROVIDED TO THE PUBLIC IF

REQUESTED.

Form 990, Part XII, Line 9: DONATED RENT IS AN EXCLUDABLE EXPENSE PER IRS REGULATIONS.

Form 990, Part III, Line 2: During the year, COVID-19 impacted the entire world. As a result,

we obtained funding to to provide relief to families in the community. This funding was

received by various sources and all received funds will be spent for this relief effort.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 27 2006**

CASA DE AMISTAD CENTRO DE ENSANANZA  
120 STEVENS AVE  
SOLANA BEACH, CA 92075-0000

Employer Identification Number:  
26-0016331  
DLN:  
17053259778006  
Contact Person:  
JACOB A MCDONALD ID# 31649  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated May 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

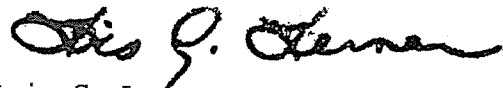
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)





STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
PQ BOX 1286  
RANCHO CORDOVA CA 95741-1286

In reply refer to  
755:G :RWN

June 12, 2002

CASA DE AMISTAD CENTRO DE ENSEMANZA  
120 STEVENS AVE  
SOLANA BEACH CA 92075-2039

Purpose : CHARITABLE  
Code Section : 23701d  
Form of Organization : Corporation  
Accounting Period Ending: December 31  
Organization Number : 2356814

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address must also be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012(a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. Please see annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax

June 12, 2002

CASA DE AMISTAD, CENTRO DE ENSEÑANZA

ENTITY ID : 2356814

Page 2

under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

Please note that an exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Registry of Charitable Trusts.

R NORTON  
EXEMPT ORGANIZATIONS  
BUSINESS ENTITIES SECTION  
TELEPHONE (916) 845-4178

EO :

CC :K. MICHAEL GARRETT, ATTORNEY AT LAW

COPY

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Casa de Amistad, Centro de Ensenanza**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC    
  C Corporation    
  S Corporation    
  Partnership    
  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Nonprofit organization exempt under IRS designation 501 c3**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**120 Stevens Avenue**

6 City, state, and ZIP code

**Solana Beach, CA 92075**

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
2	6	-	0	0	1	6	3	3	1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Umit Umit Green*

Date ▶

*5/25/2021*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





# City of Solana Beach Community Grant Program Request for Financial Assistance FY 2021-22 APPLICATION

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: Community Resource Center  
Mailing Address: 650 2nd Street  
City Encinitas State CA Zip 92024  
Contact Person: John Van Cleef  
Daytime Phone: 760-230-6309  
Evening Phone: \_\_\_\_\_  
Email address: johnvancleef@crcncc.org

1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before?  
Yes  No   
If yes, what activities and which fiscal year? FY21 - Food & Nutrition Center; FY 17, 18, 19, and 20 - Holiday Baskets program
4. Amount requested for FY 2021-22 \$ 5,000
5. Proposed Total Program Costs: \$ 253,675  
(Includes all estimated costs to conduct proposed activity/program.)
6. Title of Proposed Program/Service: CRC Food & Nutrition Center
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
Grant funds will be used for Food & Nutrition Center personnel costs, warehousing of food, warehouse equipment, food transport and distribution, food purchase, personal protective equipment, and sanitation supplies in order to provide 30 Solana Beach residents with nutritious food - fresh produce, meat, dairy - and personal hygiene items including diapers at weekly food distributions.

(Attach extra sheet, if necessary.)

8. Estimated number of S.B. residents to be served by proposed program: 30

9. Program Dates/Location:

Weekly, year-round at 650 2nd Street, Encinitas, CA 92024

10. Anticipated Program Objectives or Accomplishments:

The Food & Nutrition Center's program objective is to distribute nutritious food to 1,500 food insecure residents of north county San Diego including 30 who are Solana Beach residents.

11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?

For a grant award of \$5,000 or more CRC offers recognition in CRC social media (2,000 followers), webpage, monthly email newsletter (circulation 6,500), and cooperation in crafting a press release. For grants below \$5,000, CRC provides recognition in its Annual Report.

12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?

CRC has funded much of this program through its annual campaign and private grants, but still needs additional support to fully fund the program.

13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?

Yes, volunteers are used for the program and will reduce expenses. COVID-19 restrictions severely limited CRC's ability to accept volunteer services. CRC is rebuilding its volunteer workforce into Food & Nutrition Center operations.

14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?

CRC's Food & Nutrition Center program will take place even if Solana Beach is only able to provide partial funding. The program would not be scaled back or canceled.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*

DocuSigned by:  
*John Van Cleef*  
B0F3518CC70D4A3...

May 24, 2021

**Authorized Signature of Organization**

**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

<b>Community Resource Center</b>	
<b>Budget FY 2020/2021</b>	
<b>Income</b>	
Fundraising Events	\$170,130
Government Grants/Contracts	\$2,747,437
Other Revenue	\$0
Private Grants & Foundations	\$270,000
Program Service Revenue	\$8,200
Public Support/Donations	\$1,062,500
Resale Store Sales	\$1,001,506
<b>Total Income</b>	<b>\$5,259,773</b>
<b>Expenses</b>	
Automobile Expense	\$27,540
Employees, Board & Volunteers	\$33,412
Fundraising Expenses	\$60,225
Occupancy Expense	\$600,983
Operating Expense	\$344,288
Personnel Expenses	\$2,936,277
Professional Fees	\$43,910
Cient Assistance Expense	\$1,453,953
Depreciation Expense	\$118,592
<b>Total Expenses</b>	<b>\$5,619,179</b>
<b>Net Income (Deficit)</b>	<b>-\$359,405</b>



<b>CRC FY 21-22 Food &amp; Nutrition Center Program Budget</b>	
<b>Revenue</b>	<b>Amount</b>
Government grants/contracts	
Private grants and Private donations (campaign appeals; major gifts) planned, pending, or to be identified	\$248,675
Solana Beach Community Grant (if awarded)	\$5,000
<b>Total</b>	<b>\$253,675</b>
<b>Expenses</b>	
Salaries (FNC Manager 1 FTE; Driver 1 FTE)	\$113,547
Payroll Taxes, Benefits (33%)	\$37,471
Occupancy	\$43,700
Travel	\$5,816
Supplies	\$21,500
Communications & Technology	\$8,580
<b>Subtotal Program Expenses</b>	<b>\$230,614</b>
Indirect Costs (10%)	\$23,061
<b>Total</b>	<b>\$253,675</b>

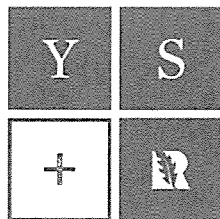
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**COMMUNITY RESOURCE CENTER**

FINANCIAL STATEMENTS

June 30, 2020 and 2019

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**YSR CPA GROUP, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

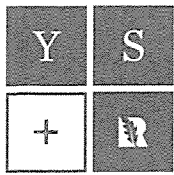
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**COMMUNITY RESOURCE CENTER**  
**FINANCIAL STATEMENTS**  
June 30, 2020 and 2019

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TABLE OF CONTENTS

	<u>Page No.</u>
INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
Statements of Financial Position as of June 30, 2020 and 2019	3
Statements of Activities for the Years Ended June 30, 2020 and 2019	4 - 5
Statements of Functional Expenses for the Years Ended June 30, 2020 and 2019	6 - 7
Statements of Cash Flows for the Years Ended June 30, 2020 and 2019	8
Notes to Financial Statements	9 - 21
SUPPLEMENTAL INFORMATION	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	22
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	24
Schedule of Expenditures of Federal Awards	26
Notes to Schedule of Expenditures of Federal Awards	27
Schedule of Findings and Questioned Costs	28



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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Community Resource Center

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Community Resource Center (a California nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Resource Center as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



### ***Emphasis of a Matter – Change in Accounting Principle***

For the year ended June 30, 2020, the Organization adopted Financial Accounting Standards Board's (FASB) accounting standards update (ASU) 2016-01, Financial Instruments – Overall (Subtopic 825-10) Recognition and Measurement of Financial Assets and Financial Liabilities, and subsequently issued related ASU 2018-03, Technical Corrections and Improvements to Financial Instruments—Overall (Subtopic 825-10) and ASU 2018-08, Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made, as described in Note 1. The changes required by the update have been applied to all periods presented. Our opinion is not modified with respect to that matter.

### ***Other Matters***

#### *Other Information*

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 23, 2020, on our consideration of Community Resource Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Resource Center's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Resource Center's internal control over financial reporting and compliance.

YSR CPA Group, P.C.

Encinitas, California  
December 23, 2020

**COMMUNITY RESOURCE CENTER**  
**STATEMENTS OF FINANCIAL POSITION**  
June 30, 2020 and 2019

	<u>6/30/20</u>	<u>6/30/19</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 641,250	\$ 273,418
Investments	893	-
Accounts receivable	320	3,000
Grants and contributions receivable, net	571,539	308,539
Inventory	53,815	67,781
Prepaid expenses and other assets	<u>78,387</u>	<u>57,685</u>
TOTAL CURRENT ASSETS	1,346,204	710,423
<b>NON CURRENT ASSETS</b>		
Contributions receivable, net	-	14,717
Deposits	34,427	34,427
Property and equipment, net	1,091,839	1,181,845
Donated property	<u>25,600</u>	<u>25,600</u>
	<u>1,151,866</u>	<u>1,256,589</u>
TOTAL ASSETS	\$ <u><u>2,498,070</u></u>	\$ <u><u>1,967,012</u></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 45,497	\$ 52,970
Accrued expenses	229,891	181,296
Line of credit	-	100,000
Current portion of notes payable	<u>4,995</u>	<u>10,619</u>
TOTAL CURRENT LIABILITIES	280,383	344,885
<b>NONCURRENT LIABILITIES</b>		
Other liabilities	3,966	4,106
Notes payable, net of current portion	<u>171,751</u>	<u>216,747</u>
TOTAL NONCURRENT LIABILITIES	<u>175,717</u>	<u>220,853</u>
TOTAL LIABILITIES	456,100	565,738
<b>COMMITMENTS &amp; CONTINGENCIES</b>		
<b>NET ASSETS</b>		
Without donor restrictions	1,736,954	1,341,394
With donor restrictions	<u>305,016</u>	<u>59,880</u>
TOTAL NET ASSETS	<u>2,041,970</u>	<u>1,401,274</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u><u>2,498,070</u></u>	\$ <u><u>1,967,012</u></u>

See accompanying independent auditors' report and notes to financial statements.

**COMMUNITY RESOURCE CENTER**  
**STATEMENT OF ACTIVITIES**  
For the Year Ended June 30, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>SUPPORT AND REVENUE</b>			
Contributions	\$ 1,263,013	\$ 563,361	\$ 1,826,374
Grants	2,338,255	-	2,338,255
Resale shop sales, net \$946,751 of cost of sales of donated goods	916,371	-	916,371
Special events, net direct expenses of \$77,535	286,580	-	286,580
In kind contributions	674,217	-	674,217
Program services	79,193	-	79,193
Loss on disposal of fixed assets	(3,278)	-	(3,278)
Investment return	(570)	-	(570)
Net assets released from restrictions, satisfaction of program restrictions	<u>318,225</u>	<u>(318,225)</u>	<u>-</u>
<b>TOTAL SUPPORT AND REVENUE</b>	<b>5,872,006</b>	<b>245,136</b>	<b>6,117,142</b>
<b>EXPENSES</b>			
Program services			
Integrative services	1,997,469	-	1,997,469
Domestic violence	1,551,472	-	1,551,472
Resale store	822,654	-	822,654
Supporting services			
Management and general	624,825	-	624,825
Fundraising	<u>480,026</u>	<u>-</u>	<u>480,026</u>
<b>TOTAL EXPENSES</b>	<u><b>5,476,446</b></u>	<u><b>-</b></u>	<u><b>5,476,446</b></u>
<b>INCREASE IN NET ASSETS</b>	<b>395,560</b>	<b>245,136</b>	<b>640,696</b>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<u><b>1,341,394</b></u>	<u><b>59,880</b></u>	<u><b>1,401,274</b></u>
<b>NET ASSETS AT END OF YEAR</b>	<u><u><b>\$ 1,736,954</b></u></u>	<u><u><b>\$ 305,016</b></u></u>	<u><u><b>\$ 2,041,970</b></u></u>

See accompanying independent auditors' report and notes to financial statements.

**COMMUNITY RESOURCE CENTER****STATEMENT OF ACTIVITIES**

For the Year Ended June 30, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>SUPPORT AND REVENUE</b>			
Contributions	\$ 593,547	\$ 286,620	\$ 880,167
Grants	1,526,759	-	1,526,759
Resale shop sales, net \$1,171,759 of cost of sales of donated goods	1,176,084	-	1,176,084
Special events, net direct expenses of \$19,650	70,798	-	70,798
In kind contributions	584,844	-	584,844
Program services	46,241	-	46,241
Investment loss	(2,919)	-	(2,919)
Other income	3	-	3
Net assets released from restrictions, satisfaction of program restrictions	<u>307,766</u>	<u>(307,766)</u>	<u>-</u>
TOTAL SUPPORT AND REVENUE	4,303,123	(21,146)	4,281,977
<b>EXPENSES</b>			
Program services			
Integrative services	1,417,026	-	1,417,026
Domestic violence	1,093,537	-	1,093,537
Resale store	927,450	-	927,450
Supporting services			
Management and general	765,411	-	765,411
Fundraising	<u>426,590</u>	<u>-</u>	<u>426,590</u>
TOTAL EXPENSES	<u>4,630,014</u>	<u>-</u>	<u>4,630,014</u>
DECREASE IN NET ASSETS	(326,891)	(21,146)	(348,037)
NET ASSETS AT BEGINNING OF YEAR	<u>1,668,285</u>	<u>81,026</u>	<u>1,749,311</u>
NET ASSETS AT END OF YEAR	\$ <u><u>1,341,394</u></u>	\$ <u><u>59,880</u></u>	\$ <u><u>1,401,274</u></u>

See accompanying independent auditors' report and notes to financial statements.



**COMMUNITY RESOURCE CENTER**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For the Year Ended June 30, 2020

	Program Services				Supporting Services			Total
	Integrative Services	Domestic Violence and Emergency Shelter	Resale Stores	Total Program Services	Management and general	Fundraising	Total Supporting Services	
Salaries and wages	\$ 621,809	\$ 741,793	\$ 312,633	\$ 1,676,235	\$ 339,162	\$ 284,274	\$ 623,436	\$ 2,299,671
Employee benefits	122,511	111,855	55,922	290,288	32,550	29,269	61,819	352,107
Payroll taxes	41,231	60,739	23,405	125,375	26,732	21,612	48,344	173,719
Professional fees	27,605	7,365	930	35,900	98,158	12,827	110,985	146,885
Advertising	-	164	2,142	2,306	769	2,049	2,818	5,124
Office expenses	43,911	141,830	37,427	223,168	35,126	35,441	70,567	293,735
Information technology	20,358	29,209	2,760	52,327	7,651	49,996	57,647	109,974
Occupancy	91,728	98,891	355,273	545,892	18,098	10,568	28,666	574,558
Travel	1,834	8,019	-	9,853	2,844	659	3,503	13,356
Interest expense	-	10	-	10	15,065	-	15,065	15,075
Depreciation	35,239	46,333	16,266	97,838	6,983	3,285	10,268	108,106
Insurance	2,424	2,790	2,895	8,109	16,310	1,830	18,140	26,249
Postage and shipping	197	288	11	496	818	1,730	2,548	3,044
Direct program expense	968,589	260,419	-	1,229,008	-	-	-	1,229,008
Fundraising expense	157	-	-	157	-	21,483	21,483	21,640
Auto expense	8,630	3,071	6,315	18,016	11,023	-	11,023	29,039
Staff and board development	4,211	2,092	-	6,303	8,711	4,766	13,477	19,780
Miscellaneous	7,035	36,604	6,675	50,314	4,825	237	5,062	55,376
	<u>\$ 1,997,469</u>	<u>\$ 1,551,472</u>	<u>\$ 822,654</u>	<u>\$ 4,371,595</u>	<u>\$ 624,825</u>	<u>\$ 480,026</u>	<u>\$ 1,104,851</u>	<u>\$ 5,476,446</u>

See accompanying independent auditors' report and notes to financial statements.

**COMMUNITY RESOURCE CENTER**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For the Year Ended June 30, 2019

	Program Services				Supporting Services			
	Integrative Services	Domestic Violence and Emergency Shelter	Resale Stores	Total Program Services	Management and general	Fundraising	Total Supporting Services	Total
Salaries and wages	\$ 376,000	\$ 608,582	\$ 367,769	\$ 1,352,351	\$ 364,044	\$ 184,844	\$ 548,888	\$ 1,901,239
Employee benefits	57,020	76,070	87,626	220,716	63,594	26,444	90,038	310,754
Payroll taxes	25,718	53,324	27,178	106,220	19,772	14,818	34,590	140,810
Professional fees	28,632	6,339	14,078	49,049	124,557	74,165	198,722	247,771
Advertising	-	-	2,932	2,932	-	5,492	5,492	8,424
Office expenses	43,446	91,282	41,011	175,739	45,358	24,525	69,883	245,622
Information technology	26,234	21,068	2,780	50,082	21,534	22,894	44,428	94,510
Occupancy	74,328	54,466	341,155	469,949	20,840	6,919	27,759	497,708
Travel	4,625	8,046	306	12,977	2,233	919	3,152	16,129
Interest expense	-	-	-	-	15,377	-	15,377	15,377
Depreciation	36,629	43,748	19,179	99,556	6,828	1,624	8,452	108,008
Insurance	3,494	5,491	11,097	20,082	10,615	-	10,615	30,697
Postage and shipping	796	1,051	13	1,860	685	1,034	1,719	3,579
Direct program expense	721,007	109,910	-	830,917	173	43,580	43,753	874,670
Fundraising expense	-	-	-	-	-	13,649	13,649	13,649
Auto expense	9,734	3,730	5,428	18,892	509	768	1,277	20,169
Bad debt and uncollectible pledges	-	-	-	-	4,034	-	4,034	4,034
Staff and board development	6,244	5,086	1,739	13,069	44,041	3,225	47,266	60,335
Miscellaneous	3,119	5,344	5,159	13,622	21,217	1,690	22,907	36,529
	<u>\$ 1,417,026</u>	<u>\$ 1,093,537</u>	<u>\$ 927,450</u>	<u>\$ 3,438,013</u>	<u>\$ 765,411</u>	<u>\$ 426,590</u>	<u>\$ 1,192,001</u>	<u>\$ 4,630,014</u>

See accompanying independent auditors' report and notes to financial statements.

**COMMUNITY RESOURCE CENTER**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30, 2020 and 2019

	<u>6/30/20</u>	<u>6/30/19</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 640,696	\$ (348,037)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	108,107	108,008
Loss on sale of fixed assets	3,279	-
Contributed securities	(99,533)	(98,656)
Proceeds from sale of contributed securities	98,284	95,737
Loss on sale of contributed securities	356	2,919
Loss on sale of other asset	875	-
Donated resale inventory	13,966	(3,107)
(Increase) decrease in operating assets		
Accounts receivable	2,680	11,825
Grants and contributions receivable, net	(248,283)	134,158
Prepaid expenses and other assets	(22,717)	5,666
Deposits	-	3,814
Increase (decrease) in operating liabilities		
Accounts payable	(7,473)	25,749
Accrued expenses	48,595	42,878
Line of credit	(100,000)	-
Other liabilities	(140)	(297)
<b>CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<u>438,692</u>	<u>(19,343)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds on sale of other assets	1,140	-
Proceeds on sale of fixed assets	3,500	-
Purchase of property and equipment	(24,880)	(133,800)
<b>CASH USED BY INVESTING ACTIVITIES</b>	<u>(20,240)</u>	<u>(133,800)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from note payable	-	50,000
Payments on note payable	(50,620)	(9,025)
<b>CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<u>(50,620)</u>	<u>40,975</u>
NET INCREASE (DECREASE) IN CASH	367,832	(112,168)
CASH AT BEGINNING OF YEAR	<u>273,418</u>	<u>385,586</u>
CASH AT END OF YEAR	<u>\$ 641,250</u>	<u>\$ 273,418</u>

See accompanying independent auditors' report and notes to financial statements.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

Community Resource Center (the "Organization") was organized as a California Nonprofit Public Benefit Corporation in 1979. Its purpose is to provide families in need, who are facing hunger, homelessness and victims of domestic violence with safety, stability, and a path to self-sufficiency. The Organization is supported by donor contributions, private and government grants and net proceeds from resale stores and events.

The following is a brief description of the Organization's programs:

Integrative Services

The Organization's integrative services programs served 8,296 individuals in need in 2020.

These comprehensive services included:

- Homelessness prevention, providing shelter access, motel vouchers, and rental assistance.
- Access to healthy food and nutritional education programs.
- Employment preparation and job location assistance.
- Service referrals to collaborating agencies.
- Counseling.
- Holiday Baskets Program (the largest distribution of food, essentials and toys of its kind in San Diego County, which served 6,409 individuals in December 2019).

With the hands-on participation of the Organization's program staff, the Organization's clients create and execute personalized self-sufficiency plans that increase their housing and financial stability, as well as their level of self-sufficiency.

During the year ended June 30, 2020, the Organization secured transitional or permanent housing for 32% of clients who participated in the Organization's emergency shelter programs.

The Counseling program enables clients to attain mental and emotional stability, which, in combination with other Organization services, enables clients to more effectively manage personalized plans for self-sufficiency.

Domestic Violence and Emergency Shelter

The Organization's domestic violence program includes Carol's House emergency domestic violence shelter, a transitional housing program, and domestic violence community services. Clients receive a wide range of supportive services, including case management, counseling and group therapy, life skills classes, legal advocacy, the therapeutic children's program, and referrals to outside services.

During the year ended June 30, 2020, the Organization served 56 households and 83 children in Carol's House and 7 households and 13 children in the transitional housing program. CRC also served community-based clients including 126 adults and 21 children in counseling, 57 adults in case management, and 3 adults in legal advocacy services for a total of 154 adults and 113 children served across the domestic violence programs.

As a result of program participation, 93% of adults increased their self-esteem, 79% improved their problem-solving, communication, household management, and employment skills and 89% increased or maintained their financial stability. In addition, 93% of children improved their self-concept and 91% reduced symptoms of depression and anxiety upon completion of the program.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Financial Statement Presentation

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

- *Net assets without donor restrictions:* Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.
- *Net assets with donor restrictions:* Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions may be perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

Measure of Operations

The statement of activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing services and interest earned. Nonoperating activities are limited to resources that generate return from other activities considered to be of a more unusual or nonrecurring nature.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value Measurement

In accordance with Financial Accounting Standards Board Codification No. 820 (FASB ASC 820), fair value is defined as the exchange price that would be received for an asset or paid for a liability in the principal or most advantageous market. The Organization applies fair value measurement to assets and liabilities that are required to be recorded at fair value under generally accepted accounting principles.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Fair Value Measurement (continued)

FASB ASC 820 establishes a three-tier hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs and to establish the classification of fair value measurement for disclosure purposes. Inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

The standard describes three-tier hierarchy of inputs that may be used to measure fair value:

Level 1 - Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the same term of the financial instrument.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Due to the short-term nature of cash, receivables, other assets, accounts payable and accrued expenses, fair value approximates carrying value.

New Accounting Pronouncements Recently Adopted

In January 2016, the FASB issued ASU No. 2016-01, Financial Instruments – Overall (Subtopic 825-10: Recognition and Measurement of Financial Assets and Financial Liabilities, and subsequently issued related ASU 2018-03, Technical Corrections and Improvements to Financial Instruments—Overall (Subtopic 825-10). These standards amend certain aspects of accounting and disclosure requirements for financial instruments, including the requirement that equity investments with readily determinable fair values are to be measured at fair value with any changes in fair value recognized in the statement of changes in net assets. The Organization adopted this standard on July 1, 2019 using the prospective method for equity securities without readily determinable fair values. There was no impact to the statement of financial position upon adoption.

In June 2018, the FASB released ASU 2018-08, Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made. The update provides clarifying accounting guidance for contributions received and contributions made about whether a transfer of assets (or the reduction, settlement, or cancellation of liabilities) is a contribution or an exchange transaction. The amendments in this update include (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, Not-for-Profit Entities, or as exchange (reciprocal) transactions subject to other guidance (within the scope of Topic 606, Revenue from Contracts with Customers) and (2) determining whether a contribution is conditional.

For contributions, an entity should follow the guidance in Subtopic 958-605, whereas for exchange transactions, an entity should follow other guidance (for example, Topic 606, Revenue from Contracts with Customers). Thus, the accounting may be different depending on the guidance applied.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

New Accounting Pronouncements Recently Adopted (continued)

The Organization adopted this standard on July 1, 2019 on a modified prospective basis in 2019. As a result, there was no cumulative-effect adjustment to opening net assets without donor restrictions or opening net assets with donor restrictions as of July 1, 2019. There was no effect of adopting the new accounting principles on contributions in 2020.

Recent Accounting Pronouncements Not Yet Adopted

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606). The ASU introduced a comprehensive, principle-based framework for recognizing revenue, and, when effective, will supersede the requirements in FASB ASC 605, Revenue Recognition, and virtually all industry-specific revenue recognition guidance in the FASB ASC. The ASU is intended to improve GAAP by providing a framework to address revenue recognition issues, creating more consistency and comparability of revenue recognition practices across entities and industries, and improving the usefulness of information provided to financial statement users through more robust disclosure requirements. The ASU is effective for fiscal years beginning after December 15, 2018.

Subsequent to the issuance of ASU 2014-09, the FASB issued a number of ASUs clarifying certain matters in ASU 2014-09:

ASU No. 2015-14, Revenue from Contracts with Customers (Topic 606) – Deferral of the Effective Date to defer the effective date of ASU No. 2014-09 for one year to allow entities additional time to implement systems, gather data and resolve implementation questions.

ASU No. 2016-10, Revenue from Contracts with Customers (Topic 606) – Identifying Performance Obligations and Licensing provides more detailed guidance, including additional implementation guidance and examples in the following key areas: 1) identifying performance obligations and 2) licenses of intellectual property. The ASU becomes effective concurrently with ASU 2014-09.

ASU No. 2016-12, Revenue from Contracts with Customers (Topic 606) – Narrow-Scope Improvements and Practical Expedients clarifies the following key areas: (1) assessing collectability, (2) presenting sales taxes and other similar taxes collected from customers, (3) noncash consideration, (4) contract modifications at transition, (5) completed contracts at transition, and (6) disclosing the accounting change in the period of adoption. The effective date and transition requirements for ASU 2016-12 are the same as the effective date and transition requirements of Topic 606.

On June 3, 2020, the FASB issued ASU 2020-05, which deferred the effective dates of the Board's standards on revenue (ASU 2014-09 Topic 606) to give immediate relief to certain entities as a result of the widespread adverse economic effects and business disruptions caused by the coronavirus disease 2019 (COVID-19) pandemic. ASU 2020-05 permits private entities that have not yet issued their financial statements or made financial statements available for issuance as of June 3, 2020, to adopt ASC 606 for annual reporting periods beginning after December 15, 2019. The Organization will account for revenue (exchange transactions) in accordance with ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606) upon adoption.

In September 2020, the FASB issued ASU 2020-07, Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets. This ASU is meant to improve generally accepted accounting principles (GAAP) by increasing the transparency of contributed nonfinancial assets for not-for-profit (NFP) entities through enhancements to presentation and disclosure. The amendments in this Update address certain concerns about the lack of transparency about the measurement of contributed nonfinancial assets recognized by NFPs, as well as the amount of those contributions used in an NFP's programs and other activities. An NFP will be required to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash and other financial assets.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Recent Accounting Pronouncements Not Yet Adopted (continued)

The amendments address presentation and disclosure of contributed nonfinancial assets. The term nonfinancial asset includes fixed assets (such as land, buildings, and equipment), use of fixed assets or utilities, materials and supplies, intangible assets, services, and unconditional promises of those assets. An NFP will be required to disclose a disaggregation of the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets and additional information for each category of contributed nonfinancial assets. The amendments in this ASU are effective for annual periods beginning after June 15, 2021 and interim periods within annual periods beginning after June 15, 2020 and should be applied on a retrospective basis. Early adoption is permitted.

Accounts and Grants Receivable

Accounts and grants receivable arise in the normal course of business. It is the policy of management to review the outstanding accounts receivable at period end, as well as the bad debt write-offs experienced in the past, and establish an allowance for doubtful accounts for uncollectible amounts.

Bad debts are recognized on the allowance method based on historical experience and management's evaluation of outstanding receivables. No allowance for doubtful accounts and grants receivable was considered necessary for the year ended June 30, 2020 as management determined all receivables are collectable. The allowance for doubtful accounts and grants receivable totaled \$10,426 for the year ended June 30, 2019.

Contributions Receivable

Contributions receivable represent unconditional promises to give and are reported at fair value by discounting the expected future contribution payments at the balance sheet date. Contributions extending beyond one year are discounted to recognize the present value of the future cash flows. In subsequent years, this discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any. In addition, contributions are recorded net of an allowance. The allowance for uncollectible contributions is determined by management. There were no contributions receivable for the year ended June 30, 2020 therefore no allowance for uncollectible contributions was considered necessary. The allowance for uncollectible contributions for the year ended June 30, 2019 was \$283. Changes in the fair value of contributions receivable are reported in the statement of activities as contribution revenue except for changes in the allowance which are reported as program expenses at each subsequent reporting date.

Resale Shop Inventory

The resale shop inventory consists of items that have been donated by individuals in the community. Because many of the donations are used items, the value of donations is not readily determinable until such items are sold. Sales on donated items are recorded at the point of sale. Valuable donated items, such as jewelry or artwork, with a readily determinable fair market value are recorded at their appraised value or the value based on prices of identical or similar assets in the marketplace.

Property and Equipment

The Organization capitalizes all expenditures in excess of \$2,500 for property and equipment at cost, while donations of property and equipment are recorded at their estimated fair values. Such donations are reported as without donor restriction unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as with donor restriction.



**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Property and Equipment (continued)

Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restriction to net assets without donor restriction at that time.

Property and equipment are depreciated using the straight-line method over the estimated useful asset lives as follows:

Buildings	31.5 years
Leasehold improvements	5 – 15 years
Furniture and fixtures	3 – 7 years
Automobile	4 years
Software	5 years

Maintenance, repairs and minor renewals are charged to operations as incurred. Upon sale or disposition of property, the asset account is relieved of the cost and the accumulated depreciation account is charged with depreciation taken prior to the sale of any resultant gain or loss is credited or charged to earnings.

Compensated Absences

Vested and accumulated personal time off (PTO) is recorded as an expense and liability as benefits accrue to employees. The accrued PTO liability totaled \$102,924 and \$84,550 at June 30, 2020 and 2019, respectively, and is included in accrued expenses in the statement of financial position.

Revenue Recognition

Government grant revenue is recognized in the period in which the related work is performed in accordance with the terms of the grant.

Contributions and grants received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends, or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed Services

*Volunteer Services*

The Organization utilizes the services of volunteers throughout the year that perform a variety of tasks that assist the Organization with various programs. This contribution of services by the volunteers is not recognized in the financial statements unless the services received (a) create or enhance nonfinancial assets or (b) require specialized skills which are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation. Such services do not meet the criteria for recognition as a contribution and are not reflected in the financial statements.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Contributed Services (continued)

*Donated Professional Services*

A law firm that employs one of the Board members provided legal services to the Organization without charge. During the years ended June 30, 2020 and 2019, respectively, the Organization recognized revenue and related expense of \$73,499 and \$63,214 for in-kind legal services.

Donated Goods

Revenues from in-kind contributions are recognized in accordance with generally accepted accounting principles and are recorded at the fair value of the products or services surrendered. Fair value is determined by using comparable market rates at the time of the transaction.

In-kind contributions of goods used for program services with an estimated fair value of \$605,159 and \$584,844 for the years ended June 30, 2020 and 2019, respectively, are included in in-kind contributions in the statement of activities.

In-kind contributions of donated goods and materials with an estimated fair value of \$932,785 and \$1,174,866 for the years ended June 30, 2020 and 2019, respectively, reduce resale stores revenue on the statement of activities.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, benefits, payroll taxes, insurance and depreciation, which are allocated on the basis of estimates of time and effort, as well as occupancy, which is allocated on a square-footage basis.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and Section 23701(d) of the California Revenue and Taxation Code. The Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. Income generated from activities unrelated to the Organization's exempt purpose is subject to tax under IRC Section 511. The Organization did not have any unrelated business income for the years ended June 30, 2020 and 2019, and therefore, no provision for income taxes has been made.

The Organization follows the provision of uncertain tax positions as addressed in FASB Accounting Standards Codification. The Organization recognizes accrued interest and penalties associated with uncertain tax positions as part of the income tax provision, when applicable. The Organization believes that it has taken no significant uncertain tax positions for the years ended June 30, 2020. Management believes the Organization is no longer subject to income tax examinations by applicable taxing jurisdictions for the years prior to June 30, 2016.

Advertising

The Organization expenses the cost of advertising as incurred. Advertising expense for the years ended June 30, 2020 and 2019, respectively, was \$5,124 and \$8,424.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
 Years ended June 30, 2020 and 2019

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Going Concern Evaluation

Management evaluates whether there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern for a period of one year from the date the financial statements are available to be issued.

**NOTE 2. AVAILABILITY AND LIQUIDITY**

The following represents the Organization's financial assets at June 30:

Financial assets at year-end:	6/30/20	6/30/19
Cash	\$ 641,250	\$ 273,418
Investments	893	
Accounts and grants receivable, net	571,859	240,039
Contributions receivable, net	-	86,217
Total financial assets	1,214,002	599,674
Less amounts not available to be used within one year:		
Restricted by donor with purpose restrictions	305,016	59,880
Debt obligations to be met in less than a year	13,740	20,052
Financial assets available to meet general expenditures over the next twelve months	\$ 895,246	\$ 519,742

The Organization receives contract payments from federal and non-federal agencies and private grants and contributions. This money is used to meet cash needs for general expenditures. The Organization manages its liquidity following two guiding principles: operating within a prudent range of financial soundness and stability and maintaining adequate liquid assets to fund near-term operating needs. The Organization has a liquidity target to maintain current financial assets less current liabilities at a minimum of 30 days operating expenses. The Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources. The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. During the years ended June 30, 2020 and 2019, respectively, the level of liquidity was close to target.

In the event of an unanticipated liquidity need, the Organization could also draw upon its available line of credit.

**NOTE 3. CONCENTRATION OF CREDIT RISK**

Financial instruments that potentially subject the Organization to significant concentrations of credit risk consist principally of cash. The Organization maintains its cash in bank deposit accounts that are insured by the Federal Deposit Insurance Corporation (FDIC) up to a limit of \$250,000 per depositor. At June 30, 2020 and 2019, the Organization exceeded federally insured limits by \$449,831 and \$17,926, respectively. Management has not experienced any losses in the past and does not believe the Organization is exposed to any significant risk.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
 Years ended June 30, 2020 and 2019

**NOTE 4. INVESTMENTS**

Investments consist of the following at June 30:

	6/30/20			6/30/19	
	Cost	Fair Value	Unrealized Appreciation	Fair Value	
Equity stock	\$ 890	\$ 893	\$ 3	\$ -	

The investments in equity stocks are Level 1 assets. Interest and dividends are recorded when earned.

**NOTE 5. GRANTS AND CONTRIBUTIONS RECEIVABLE**

Grants and contributions receivable consist of the following at June 30:

	6/30/20	6/30/19
Contributions receivable	\$ -	\$ 86,500
California Office of Emergency Management	226,671	157,737
City of Encinitas	228,169	44,303
Department of Housing and Urban Development	69,062	20,774
Other	47,637	24,651
Total grants and contributions receivable	571,539	333,965
Less: allowance for doubtful accounts	-	(10,426)
Less: discount on long term pledge	-	(283)
	<u>\$ 571,539</u>	<u>\$ 323,256</u>

There were no contributions receivable for the year ended June 30, 2020. At June 30, 2019, a contribution receivable from a single donor in the amount of \$15,000 was due in more than one year and was discounted at 1.92%.

**NOTE 6. PROPERTY AND EQUIPMENT**

Property and equipment consist of the following at June 30:

	6/30/20	6/30/19
Buildings	\$ 1,234,827	\$ 1,234,827
Leasehold improvements	403,770	395,679
Furniture and fixtures	82,908	74,867
Vehicles	125,175	155,588
Computers and software	83,005	74,258
Equipment	50,390	74,997
Gross fixed assets	1,980,075	2,010,216
Less accumulated depreciation	(1,428,173)	(1,368,308)
	551,902	641,908
Land	539,937	539,937
Fixed assets, net	<u>\$ 1,091,839</u>	<u>\$ 1,181,845</u>

Depreciation expense for the years ended June 30, 2020 and 2019 was \$108,107 and \$108,008, respectively.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
 Years ended June 30, 2020 and 2019

**NOTE 7. DONATED PROPERTY**

Donated property consists of land in Apache County, Arizona donated to the Organization. The property was recorded at fair value based on the value of the County Tax Assessor upon acquisition. The impairment of long-lived donated property was \$13,600 as of June 30, 2020.

**NOTE 8. LINE OF CREDIT**

The Organization executed a line-of-credit with U.S. Bank (the "Bank") in the amount of \$100,000, originally dated September 30, 2015. On October 6, 2017, the Bank increased the line of credit to \$200,000. On January 28, 2019, the Bank extended the maturity date to December 31, 2019 and on December 31, 2019, the Bank extended the maturity date to December 31, 2020 with interest calculated at the bank's prime rate plus 0.75% (4.0% and 6.5% at June 30, 2020 and 2019, respectively). All other terms and conditions remained the same, and the line-of-credit is collateralized by investment in real estate. There was no balance on the line of credit as of June 30, 2020. The balance on the line of credit was \$100,000 for the year ended June 30, 2019.

**NOTE 9. NOTES PAYABLE**

Notes payable consists of the following at June 30:

	<u>6/30/20</u>	<u>6/30/19</u>
Note payable to U.S. Bank in the amount of \$197,452, payable in monthly installments of \$1,145 including interest at 4.83% due on October 15, 2025. The note is collateralized by investment in real estate.	\$ 176,746	\$ 181,677
Note payable to private party in the amount of \$50,000, \$30,000 payable in monthly installments of \$526 including interest at 2% and \$20,000 payable in monthly interest-only installments of \$34 due on October 1, 2023. The note is collateralized with a security interest in a vehicle.	-	45,689
Total notes payable	<u>176,746</u>	<u>227,366</u>
Less current portion	<u>4,995</u>	<u>10,619</u>
	<u>\$ 171,751</u>	<u>\$ 216,747</u>

At June 30, 2020, principal payments are due as follows:

Year Ending <u>June 30,</u>	
2021	\$ 4,995
2022	5,259
2023	5,519
2024	5,792
2025	6,078
Thereafter	<u>149,103</u>
	<u>\$ 176,746</u>

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
 Years ended June 30, 2020 and 2019

**NOTE 10. RESTRICTIONS ON NET ASSETS**

As of June 30, 2020 and 2019, respectively, net assets with donor restrictions were available for the following programs or purposes:

	<u>6/30/20</u>	<u>6/30/19</u>
COVID-19 response	\$ 154,462	\$ -
Shelter	84,505	35,253
Holiday baskets	19,679	-
IT purchases	16,619	-
Other	29,751	-
Purchase of new vehicle	-	24,627
	<u>\$ 305,016</u>	<u>\$ 59,880</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>6/30/20</u>	<u>6/30/19</u>
Purpose restriction:		
Holiday baskets	\$ 150,521	\$ 179,100
Integrative services	18,162	69,130
Shelter	-	14,567
IT purchases	38,175	-
COVID-19 response	70,490	-
Transitional housing	-	30,000
Other	16,250	-
Purchase of new vehicle	24,627	14,969
	<u>\$ 318,225</u>	<u>\$ 307,766</u>

**NOTE 11. TRANSFERS OF ASSETS TO A RECIPIENT ORGANIZATION THAT RAISES OR HOLDS CONTRIBUTIONS FOR OTHERS**

Beneficial Interest in Endowment Funds

The Organization has a beneficial interest in funds held at Rancho Santa Fe Foundation (RSFF). The Organization has not recorded this asset in the accompanying financial statements. The Organization irrevocably transferred \$25,000 to the Rancho Santa Fe Foundation (RSFF) on December 29, 2004 to establish the Community Resource Center Endowment Fund. The Organization granted variance power to RSFF to carry out the purposes of the fund established by the transfer including but not limited to the power to retain, invest and reinvest the funds in any manner within the "prudent investor" standard and the power to commingle the assets of the established fund with those of other funds for investment purposes.

Further, the RSFF was granted the ability to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the sole discretion of the RSFF Board of Directors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. RSFF's spending policy is to disburse 5% of the value of the fund annually, based on a historical average value of the fund. The calculation is based on the average value of the fund for twelve quarters prior to the date of the distribution. Distributions made are used to further the Organization's mission.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
 Years ended June 30, 2020 and 2019

**NOTE 11. TRANSFERS OF ASSETS TO A RECIPIENT ORGANIZATION THAT RAISES OR HOLDS CONTRIBUTIONS FOR OTHERS (continued)**

Beneficial Interest in Endowment Funds (continued)

Currently, the value of each fund in the RSFF is determined on December 31st of each year. Administrative costs are charged annually against the Fund in accordance with the then current fee policy identified by the RSFF. Any costs to the RSFF in accepting, transferring or managing property donated to the RSFF for the established fund shall also be paid from the established fund. The Organization did not receive any distributions for the years June 30, 2020 and 2019. The beneficial interest in funds held at Rancho Santa Fe Foundation totaled \$74,088 and \$71,821, respectively, at June 30, 2020 and 2019.

**NOTE 12. COMMITMENTS AND CONTINGENCIES**

Operating Leases

The Organization leases administrative office facilities under operating lease agreements that expire through May 2022. The Organization also leases several properties for resale stores under non-cancelable operating lease agreements through June 2021. Rent expense, including real estate taxes, maintenance and other related charges for operating leases totaled \$406,691 and \$353,416, respectively, for the years ended June 30, 2020 and 2019 and is included in occupancy expenses in the statement of functional expenses.

Minimum future lease payments required under non-cancelable operating lease agreements (exclusive of real estate taxes, maintenance and other related charges) for the year ended June 30, 2020 are as follows:

Year Ending June 30,		
2021	\$	163,663
2022		<u>26,098</u>
	\$	<u>189,761</u>

Grants and Contracts

The Organization receives revenue from government grants and contracts which are subject to audit. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined. Management believes that any liability which may result from these audits is not significant.

Litigation

In addition to commitments and obligations in the ordinary course of business, the Organization is subject to various claims and potential legal actions or other matters arising out of the normal course of business. When a loss is considered probable and reasonably estimable, the Organization records a liability in the amount of the estimated loss. However, the likelihood of a loss with respect to a particular contingency is often difficult to predict and determining a meaningful estimate of the loss or a range of loss may not be practicable based on the information available and the potential effect of future events and decisions by third parties that will determine the ultimate resolution of the contingency. Moreover, it is not uncommon for such matters to be resolved over many years, during which time relevant developments and new information must be reevaluated at least quarterly to determine both the likelihood of potential loss and whether it is possible to reasonably estimate a range of possible loss. When a loss is probable, but a reasonable estimate cannot be made, disclosure of the proceeding is provided.

**COMMUNITY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
Years ended June 30, 2020 and 2019

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**NOTE 12. COMMITMENTS AND CONTINGENCIES (continued)**

As discussed above, development of a meaningful estimate of loss or a range of potential loss is complex when the outcome is directly dependent on negotiations with or decisions by third parties, such as regulatory agencies, the court system and other interested parties. Such factors bear directly on whether it is possible to reasonably estimate a range of potential loss and boundaries of high and low estimates. As of June 30, 2020, the Organization has not recorded any probable and reasonably estimable losses due to any potential legal actions.

**NOTE 13. RETIREMENT PLAN**

The Organization participates in a SIMPLE IRA savings plan, which is qualified under the Internal Revenue Code and covers substantially all employees. Employees are eligible after they have earned \$5,000 during any two preceding years and reasonably expected to earn at \$5,000 during the current year. Employees may elect to defer up to \$12,500 of their salaries. The Organization matches 3% of the participant's elective deferrals to the Plan. The Organization paid contributions in the amount of \$35,094 and \$26,834, respectively, during the fiscal years ended June 30, 2020 and 2019.

**NOTE 14. RECLASSIFICATIONS**

Certain items in the 2019 financial statements have been reclassified to conform to current year classifications. Such reclassifications had no effect on previously reported changes in net assets.

**NOTE 15. SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through December 23, 2020, the date which the financial statements were available to be issued.

***Operations may be adversely affected by health epidemics including the recent coronavirus outbreak.***

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China and has since spread to a number of other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, several states in the U.S., including California, where the Organization is located, have declared a state of emergency.

COVID-19 could adversely affect the economy and financial markets in both the short and long-term, resulting in an economic downturn that could affect grantors and contributors and impact operating results. The extent of the impact of COVID-19 on Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on Organization's clients, employees, and vendors, all of which at present, cannot be determined and the Organization cannot anticipate all of the ways in which health epidemics such as COVID-19 could adversely impact its operations. Any of the foregoing could harm the Organization. Accordingly, the extent to which COVID-19 may impact Organization's financial position and changes in net assets and cash flows is uncertain and the accompanying financial statements include no adjustments relating to the effects of this pandemic.



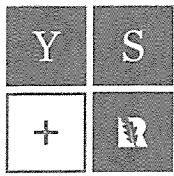
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**SUPPLEMENTAL INFORMATION**

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Community Resource Center

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Resource Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated December 23, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Community Resource Center's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Resource Center's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Resource Center's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

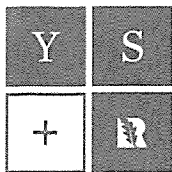
As part of obtaining reasonable assurance about whether Community Resource Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Resource Center's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Resource Center's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

YSR CPA Group, P.C.

Encinitas, California  
December 23, 2020



## INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of  
Community Resource Center

### Report on Compliance for Each Major Federal Program

We have audited Community Resource Center's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Resource Center's major federal programs for the year ended June 30, 2020. Community Resource Center's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

#### *Management's Responsibility*

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

#### *Auditor's Responsibility*

Our responsibility is to express an opinion on compliance for each of Community Resource Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Resource Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Resource Center's compliance.

#### *Opinion on Each Major Federal Program*

In our opinion, Community Resource Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

### Report on Internal Control Over Compliance

Management of Community Resource Center is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Resource Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Resource Center's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

YSR CPA Group, P.C.

Encinitas, California  
December 23, 2020

**COMMUNITY RESOURCE CENTER**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
For the Year Ended June 30, 2020

Federal/Pass-through Grantor and Program Title	Federal CFDA Number	Agency or Pass-through Grantor No.	Subrecipient Expenditures	Expenditures	Total
<b>U.S. Department of Justice</b>					
<i>Pass-through from California Governor's Office of Emergency Services</i>					
Crime Victim Assistance	16.575	DV18 10 8628	\$ -	\$ 51,140	
Crime Victim Assistance	16.575	DV19 11 8628	-	243,644	
Crime Victim Assistance	16.575	XH16 01 8628	-	92,820	
Crime Victim Assistance	16.575	XH19 02 8628	-	58,532	
Crime Victim Assistance	16.575	XD18 01 8628	-	197,174	
Crime Victim Assistance	16.575	XD19 02 8628	-	152,941	
<b>Total U.S. Department of Justice</b>					<u>796,251</u>
<b>U.S. Department of Health and Human Services</b>					
<i>Pass-through from California Governor's Office of Emergency Services</i>					
Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671	DV18 10 8628	-	\$ 26,178	
Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671	DV19 11 8628	-	11,576	
<b>Total U.S. Department of Health and Human Services</b>					<u>37,754</u>
<b>U.S. Department of Housing and Urban Development</b>					
<i>Direct Program</i>					
Continuum of Care Program	14.267	CA1598L9D011802	-	\$ 256,221	
Continuum of Care Program	14.267	CA1793D9D011800	-	206,850	
<i>Pass-through from City of Encinitas</i>					
Community Development Block Grants/Entitlement Grants	14.218	N/A	-	13,532	
Community Development Block Grants - COVID-19 Relief	14.218	N/A	-	25,000	
<i>Pass-through from City of Carlsbad</i>					
Community Development Block Grants/Entitlement Grants	14.218	N/A	-	10,000	
<b>Total U.S. Department of Housing and Urban Development</b>					<u>511,603</u>
<b>U.S. Department of Agriculture</b>					
<i>Pass-through from California Department of Social Services</i>					
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	18-SUB-7013	-	29,879	
<b>Total U.S. Department of Agriculture</b>					29,879
<b>Total Expenditures of Federal Awards</b>					<u>\$ 1,375,487</u>

**COMMUNITY RESOURCE CENTER**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year ended June 30, 2020

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**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Community Resource Center under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Resource Center it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Resource Center.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass through entity identifying numbers are presented where available.

Community Resource Center has elected to use the 10% de minimis cost rate as allowed under Uniform Guidance.

**COMMUNITY RESOURCE CENTER**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
 June 30, 2020

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**Section I – Summary of Auditors’ Results**

**Financial Statements**

Type of auditors’ report issued:	Unmodified
Internal control over financial reporting:	
Significant deficiency(ies) identified?	None reported
Material weakness(es) identified?	None
Noncompliance material to the financial statements noted?	No

**Federal Awards**

Type of auditors’ report issued on compliance for major programs	Unmodified
Internal control over major programs:	
Significant deficiency(ies) identified?	None reported
Material weakness(es) identified?	None
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, 2 CFR 200.516(a)?	No

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
16.575	Domestic Violence Assistance Program
14.267	Continuum of Care Program

Dollar threshold used to distinguish between Type A and Type B programs:	\$ 750,000
Auditee qualified as a low-risk auditee under the Uniform Grant Guidance, 2.CFR.200.520?	Yes

**Section II – Financial Statement Findings**

None reported

**Section III – Federal Award Findings**

None reported





## Entity Status Letter

Date: 12/30/2020

ESL ID: 4223531376

### Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 0967931

Entity Name: COMMUNITY RESOURCE CENTER

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on \_\_\_\_\_ through the Franchise Tax Board Administrative Dissolution process.

### Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

### Connect With Us

Web: [ftb.ca.gov](http://ftb.ca.gov)

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays  
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Community Resource Center**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **501(c)(3) and 509(a)(2) Organization**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**650 2nd Street**

6 City, state, and ZIP code  
**Encinitas, CA 92024-3560**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	5	-	3	4	9	7	9	2	6

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *[Signature]* Date ▶ **3/5/2020**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

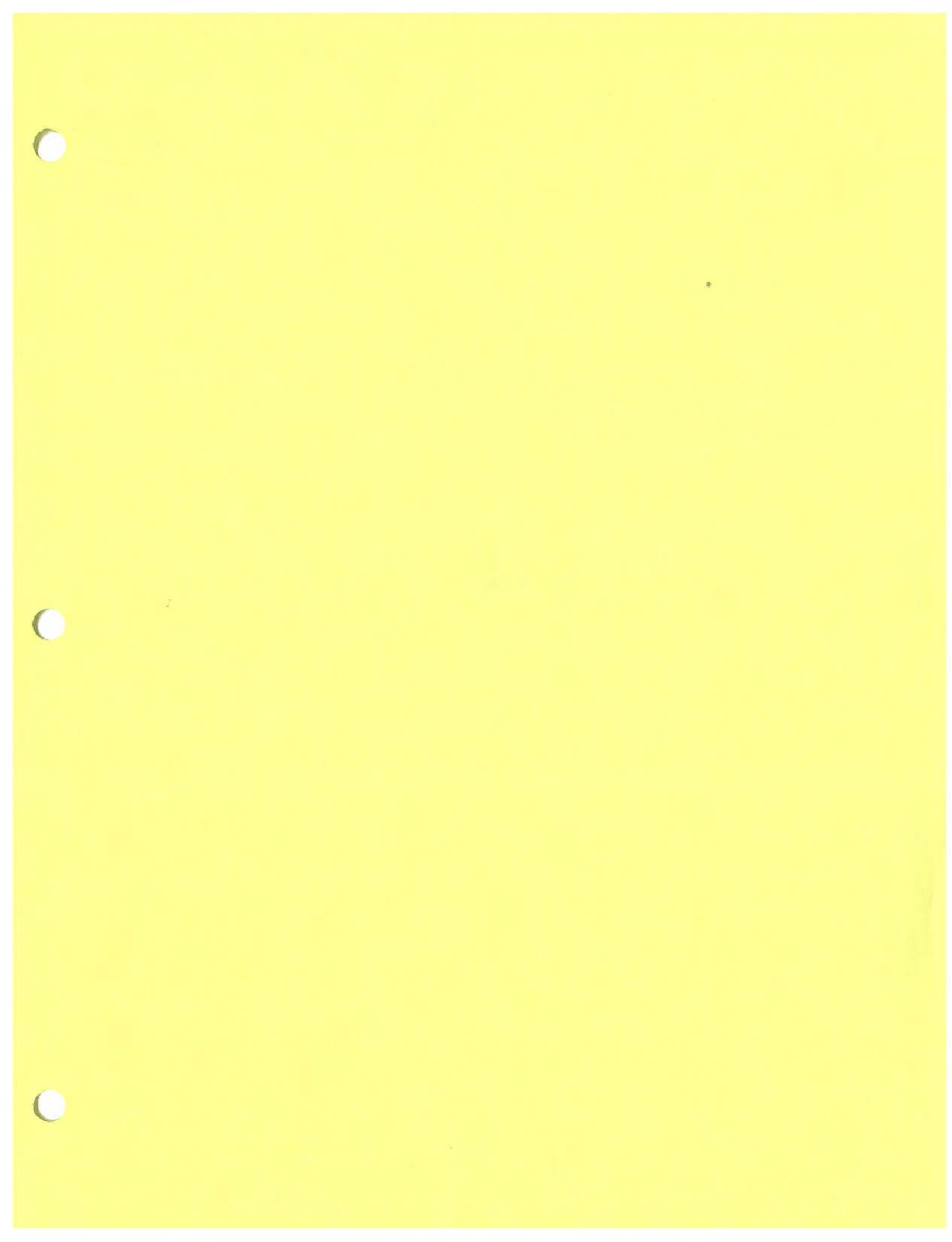
## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: Disconnect Collective, Inc.

Mailing Address: POB 433

City Solana Beach State CA

Zip 92075

Contact Person: Monica Stapleton

Daytime Phone: 858-525-3152

Evening Phone: 858-525-3152

Email: stapletonmonica@yahoo.com

1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before?  
Yes  No   
If yes, what activities and which fiscal year? 2018-2019/  
2019-2020 2020-2021
4. Amount requested for FY 2021-22 \$ 5,000,
5. Proposed Total Program Costs: \$ 5,100 and \$ 9,200  
(Includes all estimated costs to conduct proposed activity/program.)
6. Title of Proposed Program/Service: Mental Health Support Services to Solana Beach Immigrant Residents and Community Building Opportunities.
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used: Grant Funds will be used to continue the 4th year of the 8 month Psychosocial Educational Support group for Immigrant mothers, led by a licensed Bilingual LMFT. The costs include educational supplies, and promotional materials. If possible, we will continue to provide support and educational groups for mothers and attending Casa de Amistad. Disconnect Collective will also help low income Solana Beach families to receive recreational and educational activities, and to help off set the costs of these activities. We plan to accept scholarship applications for families seeking personal development, community involvement, recreational activities, and mental health improvement. We will also continue to grow our local partnerships and create opportunities for community building.

(Attach extra sheet, if necessary.)

8. **Estimated number of S.B. residents to be served by proposed program:**125-200
9. **Program Dates/Location:** The Pláticas de Mejorar program (Life improvement talks) will begin again in October 2021 and will continue until late April/ May 2022. The class space was generously donated by St. James and the program will be actively promoted throughout the Summer and Fall. We will continue to provide educational support groups, if possible, for mothers at Casa de Amistad as well. Additionally, we are working with other local groups to collaborate and share resources to support local immigrant families.
10. **Anticipated Program Objectives or Accomplishments:** We anticipate having 15-20 immigrant Mothers graduate from our group again. They have reported many benefits to the program. We were working with UCSD to gather data which hopefully we can resume soon. We would like to continue to connect these families with City resources and help them offset the costs of these programs. We will continue to provide mental health support and education for local immigrant families.
11. **How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?** The City of Solana Beach logo will be proudly added to our promotional materials and to our scholarship applications. We would happily accept suggestions from the city as well.
12. **Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?** This cycle we have not done any fundraising. We are planning on doing some fundraising soon.
13. **Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?** At this time most of our programs are volunteer run but we have one employee and some teens and parents that have done hourly work. Any funds received from the city or fundraising will go to families and the costs associated with running the programs or community building events.
14. **If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?** Our program will continue to move forward as planned. We hope to be able to publish the study next Spring as well.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*

\_\_\_\_\_  
Monica Stapleton

\_\_\_\_\_  
5/23/21

Authorized Signature of Organization

Date

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

May 23, 2021

Dear Mayor Heebner and Solana Beach Council Members,

I am writing to you to summarize what we have done this year with Disconnect Collective over the last year. We were able to continue on with our support groups and create community building opportunities, despite the COVID challenges. St. Leo's was extremely supportive and let us use an outside space behind the medical clinic waiting area that was closed. We were able to gather some families and clean up the area making it very conducive and comfortable to a teaching area and then to be used as a more comfortable area for the people waiting at the clinic, when it opened in May of 2021. The Platicas de Mejorar group began in the Fall of 2020 and we had met weekly up until late May 2021. We had about 15 group members. With your support, I was able to hire a participant from the group to assist me as a 'Community Liaison' for the second year in a row. Her help and support has been invaluable to the group. She was able to attend many local virtual and in person meetings to promote the group and also share resources with other mothers.

In addition to continuing on with the groups, we also provided several community building opportunities. We also launched a new campaign and partnered with St. James/St. Leo's to beautify St. Leo's. We had several people volunteer to clean up some trash, paint the walls and plant flowers in the garden. One local Solana Beach Girl Scouts troop planted several plants and flowers all over St. Leo's church.

We are eagerly planning to resume our program in a classroom space we had previously used at Saint James Church. We are looking into providing some outside services such as Art Therapy and other speakers to diversify the group and provide new therapeutic tools and support. I will be reaching out to Casa de Amistad and Pathways to citizenship to see how we can provide support services and share resources as well.

Here are some pictures from the room we decorated and from some clean up work we did as well. I hope you get a chance to drive by and see how nice it looks at St. Leo's.

Thank you again for your support. It's an honor to serve the City of Solana Beach.











## Fiscal Year 2021

### Program Budget for Disconnect Collective Mental Health, Parenting & Support Groups and Community Building Opportunities

<u>Expense Item Description</u>	<u>Low Estimate</u>	<u>High Estimate</u>
Creating welcoming meeting spaces	\$ 300	\$ 800
Community outreach	\$ 400	\$ 800
Promotional materials	\$ 400	\$ 600
Staffing	\$ 500	\$ 1,000
Educational materials	\$ 1,500	\$ 2,500
Education Scholarship	\$ 1,000	\$ 1,500
Educational Partnerships	\$ 1,000	\$ 2,000
<b>Estimated Totals</b>	<b>\$ 5,100</b>	<b>\$ 9,200</b>

*Please note this is both the overall and program budget.*

**Disconnect Collective**  
**Statement of Financial Position**                      **31-Dec-20**

**Assets**

Cash	\$	1,545
Inventory / Assets	\$	925
Pledges Receivable- Short Term	\$	1,500

**Liabilities**

Accounts Payable	\$	-
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<b>Net Assets</b>	\$	3,970
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*Please note that the 2020 Tax Return has not been filed yet.*

**Disconnect Collective**  
**Statement of Financial Activities**

**31-Dec-20**

**Revenue**

City of Solana Beach Grant	\$	2,500
COVID Relief Donations	\$	15,836
Total Revenue	\$	<u>18,336</u>

**Expenses**

Program Expenses	\$	4,395
Educational Expenses	\$	516
COVID Relief Funds - Donor Specified Requests	\$	15,400
Community Outreach	\$	225
Pay Pal / Bank Fees	\$	<u>80</u>

Total Expenses \$ 20,616

**Net Income / Surplus \$ 2,280**

*Please note that the 2020 Tax Return has not been filed yet.*



P.O. Box 15284  
Wilmington, DE 19850

DISCONNECT COLLECTVE, INC.  
514 VIA DE LA VALLE STE 210  
SOLANA BEACH, CA 92075-2717

## Your Business Fundamentals Checking

for December 1, 2020 to December 31, 2020

**DISCONNECT COLLECTVE, INC.**

### Account summary

Beginning balance on December 1, 2020	\$1,570.77
Deposits and other credits	0.00
Withdrawals and other debits	-0.00
Checks	-0.00
Service fees	-16.00
<b>Ending balance on December 31, 2020</b>	<b>\$1,554.77</b>



# Submission of Exemption Request

Exemption Based on Internal Revenue Code (IRC) Sections 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(6), 501(c)(7), or 501(c)(19), Federal Determination Letter

**3500A**

Enclose a copy of the Federal Determination Letter.

## Organization Information

California corporation number/California Secretary of State file number <b>C4142642</b>		FEIN <b>8 2 5 4 6 4 9 9 6</b>	
Name of organization as shown in the organization's creating document <b>Disconnect Collective, Inc.</b>		Web address <b>www.disconnectcollective.com</b>	
Street address (suite, room, or PMB no.) <b>514 Via De La Valle, Ste. 210</b>			
City <b>Solana Beach</b>		State <b>CA</b>	ZIP code <b>9 2 0 7 5</b>
Telephone <b>(213) 235-0601</b>	Second telephone	Fax <b>(213) 235-0620</b>	

## Representative Information

Name of representative <b>David Stapleton</b>		Email address <b>david@stapletoninc.com</b>	
Representative's mailing address (suite, room, or PMB no.) <b>514 Via De La Valle, Ste. 210</b>			
City <b>Solana Beach</b>		State <b>CA</b>	ZIP code <b>9 2 0 7 5</b>
Telephone <b>(213) 235-0601</b>	Second telephone	Fax	

## Part I — Entity Information. See instructions.

- Has the Franchise Tax Board (FTB) previously revoked the entity's tax-exempt status? ..... 1  Yes  No  
If "Yes," STOP. File form FTB 3500.
- Is the entity a trust? ..... 2  Yes  No
- When did the organization establish, incorporate, organize, or conduct business in California? ..... 3 **04 / 16 / 20**
- Provide gross receipts for the current year and the three immediately preceding taxable years in existence. Gross receipts are defined as the total amounts the organization received from all sources during its annual account period without subtracting any costs or expenses. If the organization has been in existence for less than one year, provide the projected amount of gross receipts for the entire year. List the account period beginning to the account period ending. Example: mm/dd/yyyy

Current Year or Projected Gross Receipts	Gross Receipts for the three immediately preceding taxable years:		
From: 4/16/18	From:	From:	From:
To: 12/31/18	To:	To:	To:
6,000			

## Part II — Group Exemption. See instructions.

- Is the parent organization applying for a group exemption? ..... 5  Yes  No  
If "Yes," attach the federal group determination letter and a list of all California subordinates. Include each subordinate's name, corporation number, Federal employer identification number (FEIN), address, and affiliation date.
- Is a subordinate unit applying for tax-exempt status using a parent's IRS group determination letter? ..... 6  Yes  No  
If "Yes," see instructions

Mail form FTB 3500A and a copy of the federal determination letter to:

EXEMPT ORGANIZATIONS UNIT, MS F120, FRANCHISE TAX BOARD, PO BOX 1286, RANCHO CORDOVA CA 95741-1286.

Under penalties of perjury, I declare I have examined this submission for exemption based on the IRC Sections 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(6), 501(c)(7), or 501(c)(19), federal determination letter, and to the best of my knowledge and belief, it is true, correct, and complete.

5/14/19 .  Secretary  
DATE SIGNATURE OF OFFICER OR REPRESENTATIVE TITLE



**Part III — Purpose and Activity**

**1 Exemption based on IRC 501(c)(3) Federal Determination Letter**

Check the organization's primary purpose and activity:

- Charitable
- Educational
- Literary
- Prevent cruelty to animals
- Prevent cruelty to children
- Testing for public safety
- Religious
- Scientific
- Church
- School
- Hospital
- Health care center
- Qualified sports organization

**2 Exemption based on IRC 501(c)(4) Federal Determination Letter**

Check the organization's primary purpose and activity:

- Civic league
- Local association of employees
- Social welfare
- Service clubs
- Veterans' organization
- Legislative activities
- Festival organizations
- Municipal building corporation
- Police, sheriff, volunteer firemen association
- Quasi governmental

**3 Exemption based on IRC 501(c)(5) Federal Determination Letter**

Check the organization's primary purpose and activity:

- Agriculture
- Horticulture
- Labor
- Agriculture or horticulture county fair
- Public employees union
- AFL-CIO
- Independent
- Transportation workers
- Teamsters

**4 Exemption based on IRC 501(c)(6) Federal Determination Letter**

Check the organization's primary purpose and activity:

- Board of trade
- Business league
- Chamber of commerce
- Real estate board
- Professional association or society

**5 Exemption based on IRC 501(c)(7) Federal Determination Letter**

Check the organization's primary purpose and activity:

- Social and recreational
- Golf club
- Camps
- Fraternity or sorority
- Dog or horse club
- Car, motorcycle, trailer club
- Hunting or fishing club
- Common recreational area
- Flying or airplane club

**6 Exemption based on IRC 501(c)(19) Federal Determination Letter**

Check the organization's primary purpose and activity:

- Veterans' organization



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 15 2019**

DISCONNECT COLLECTIVE INC  
C/O MONICA STAPLETON  
PO BOX 433  
SOLANA BEACH, CA 92075

Employer Identification Number:  
82-5464996  
DLN:  
17053260320018  
Contact Person:  
CHRIS BROWN ID# 31503  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
April 17, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

DISCONNECT COLLECTIVE INC

Sincerely,

*Stephen W. Martin*

Director, Exempt Organizations  
Rulings and Agreements

# Confirmation

Print this page for your records. The Confirmation Number below is proof that you successfully filed your 199N e-Postcard.

We received your 199N e-Postcard on 6/30/2020 4:19:10 PM.

**Confirmation Number:** 414264218202

**Entity ID:** 4142642  
**Entity Name:** DISCONNECT COLLECTIVE, INC.

## Account Period Information

**Account Period Beginning:** 1/1/2019  
**Account Period Ending:** 12/31/2019

This is not your entity's first year in business.

Your entity has not terminated or gone out of business.

Your entity has not changed the account period.

**Gross Receipts:** \$4909

This is not an amended return.

An IRS Form 1023/1024 is not pending.

## Entity Information

**FEIN:** 825464996  
**Doing Business As:**  
**Website Address:** <https://www.disconnectcollective.com/>

### Entity's Mailing Address

PO Box 433  
Solana Beach CA 92075

## Principal Officer's Information

Monica Stapleton  
PO Box 433  
Solana Beach CA 92075

## Contact Information

**Name:** david stapleton  
**Phone:** 2132350601

After we process your 199N e-Postcard, you may receive a bill if the three year gross receipt average is greater than the amount allowed for filing a 199N e-Postcard.

Print

Log Out



## Confirmation

[Home](#) | [Security Profile](#) | [Logout](#)

Your Form 990-N(e-Postcard) has been submitted to the IRS

- **Organization Name:** DISCONNECT COLLECTIVE INC
- **EIN:** 825464996
- **Tax Year:** 2019
- **Tax Year Start Date:** 01-01-2019
- **Tax Year End Date:** 12-31-2019
- **Submission ID:** 10065520201823838900
- **Filing Status Date:** 06-30-2020
- **Filing Status:** Pending

**Note:** [Print](#) a copy of this filing for your records. Once you leave this page, you will not be able to do so.

**MANAGE FORM 990-N SUBMISSIONS**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 15 2019**

DISCONNECT COLLECTIVE INC  
C/O MONICA STAPLETON  
PO BOX 433  
SOLANA BEACH, CA 92075

Employer Identification Number:  
82-5464996  
DLN:  
17053260320018  
Contact Person:  
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(877) 829-5500  
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December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
April 17, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

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DISCONNECT COLLECTIVE INC

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen A. Martin". The signature is written in a cursive style with some ink bleed-through from the reverse side of the page.

Director, Exempt Organizations  
Rulings and Agreements

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Disconnect Collective, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**514 Via de la Valle, Suite 210**

**6** City, state, and ZIP code  
**Solana Beach, CA 92075**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

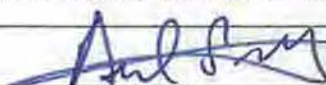
<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
8	2		5	4	6	4	9	9	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶       Date ▶ 1/17/19

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

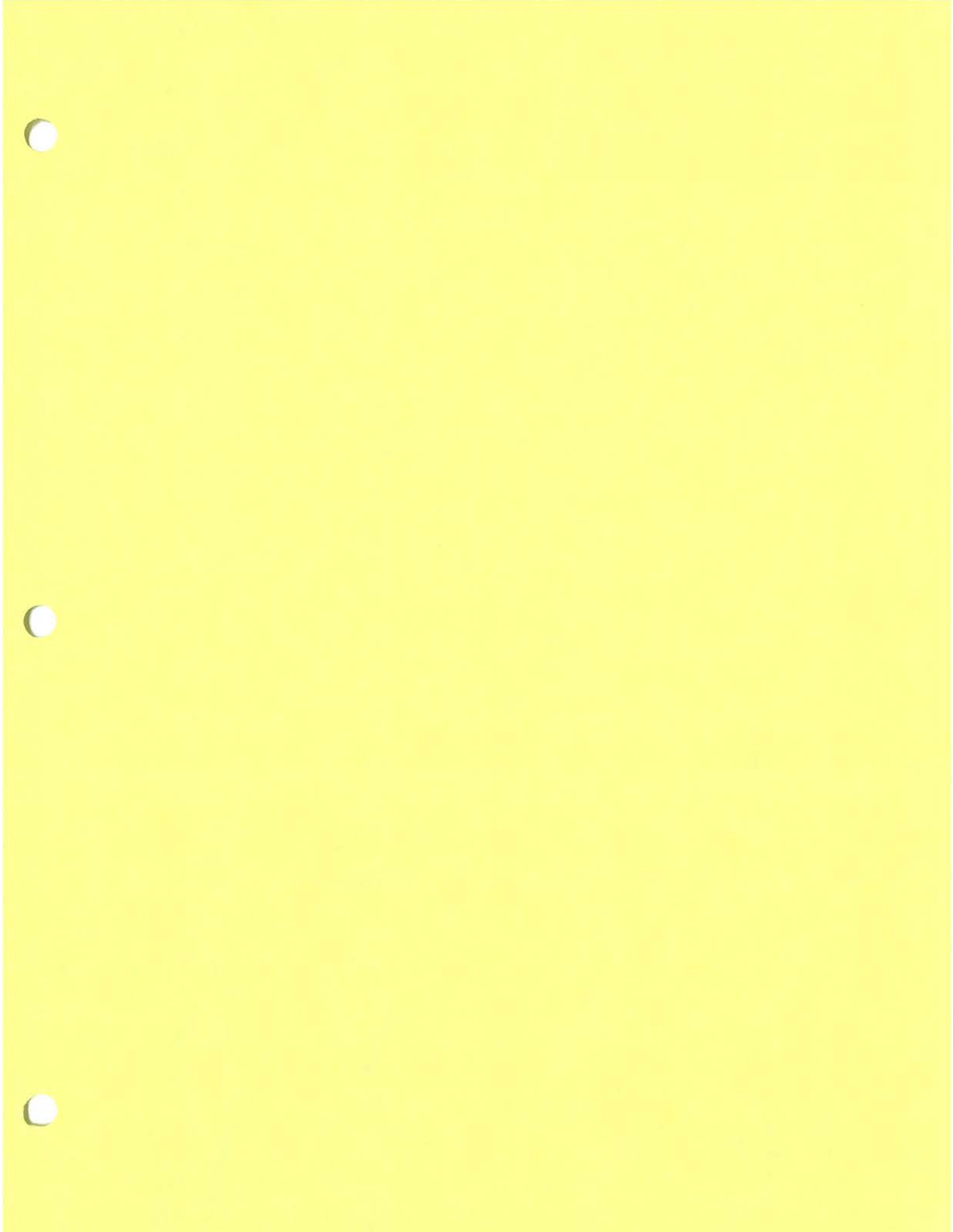
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.







**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: Girls on the Run San Diego  
Mailing Address: P.O. Box 232  
City Poway State CA Zip 92074  
Contact Person: Caitlyn McTaggart, Fundraising Manager  
Daytime Phone: (858) 531-2870  
Evening Phone: Same as cell  
Email address: caitlyn@gotrsd.org

1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before?  
Yes  No   
If yes, what activities and which fiscal year? \_\_\_\_\_  
\_\_\_\_\_
4. Amount requested for FY 2021-22 \$ 5,000
5. Proposed Total Program Costs: \$ 146,426  
(Includes all estimated costs to conduct proposed activity/program.)
6. Title of Proposed Program/Service: Girls on the Run
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
A grant from the City of Solana Beach will be used to provide girls in grades 3rd-5th grades from Solana Beach with the opportunity to participate in Girls on the Run, a fun, evidence-based youth development program that uses physical activity as a platform for teaching social emotional skills and promoting holistic health outcomes. The girls meet with volunteer coaches twice a week for 10 weeks, at which point they complete a Community Impact Project and community 5K.

(Attach extra sheet, if necessary.)

8. Estimated number of S.B. residents to be served by proposed program: 40
9. Program Dates/Location:  
Skyline Elementary and Solana Highlands Elementary, Season begins September 7, 2021 and ends December 4, 2021
10. Anticipated Program Objectives or Accomplishments:  
Program outcomes include, but are not limited to, increased self-confidence, self-esteem, physical activity levels, healthy body image, and the formation of positive adults and peer relationships. 100% of participants will complete the 5K at the end, knowing they can achieve anything.
11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?  
Girls on the Run San Diego will acknowledge the City of Solana Beach and its support to a Countywide network of over 5,000 individuals and families through monthly e-newsletters, electronic blasts, website and social media recognition, event materials, etc. GOTRSD can also include the City of Solana Beach as a supporter of the fall season on the program t-shirts.
12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?  
Girls on the Run maintains a diverse revenue base that includes numerous loyal individuals and Solana Beach is fully funded. A grant from the City of Solana Beach will provide leverage to encourage other local foundations and individuals within the GOTRSD network to support the effort. Prospects include the Coastal Community Foundation, SDG&E, the City of Encinitas and the Solana Beach Fund.
13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?  
Volunteers are used as coaches for Girls on the Run, which results in a dramatic cost savings for the program. Volunteers will also be used to organize and execute the end of season 5K, the Community Impact Project, and to serve as running buddies and/or cheer the girls on during the 5K.
14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?  
GOTRSD is committed to providing Girls on the Run to girls from Solana Beach during the fall 2021 and spring 2022 seasons. The organization will be thrilled with any amount of funding from the City of Solana Beach and will invest as much effort as necessary to ensure that the program is fully funded.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*

    *Caitlyn Mott*      
Authorized Signature of Organization

    5-25-21      
Date

ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 12 2006

Employer Identification Number:  
20-3588183

DLN:

17053346040015

Contact Person:

GWENDOLYN SHAW

ID# 75078

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

November 17, 2005

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2009

GIRLS ON THE RUN OF SAN DIEGO  
1465 C ST STE 3518  
SAN DIEGO, CA 92101

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

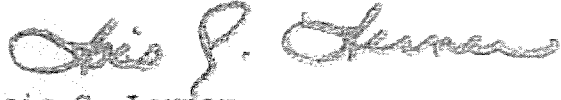
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

GIRLS ON THE RUN OF SAN DIEGO

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)  
Statute Extension



# Girls On The Run San Diego Organizational Budget

July 1, 2020 to June 30, 2021

## INCOME

Individuals	\$32,362
Grants	\$122,500
Corporation	\$30,000
Monika Courage Scholarship Fund	\$1,000
Board Giving	\$7,000
SoleMates Program	\$15,000
Special Events	\$5,000
Interest	\$20
Program Revenue	\$79,450
<b>Total Income</b>	<b>\$292,332</b>

## EXPENSES

Merchandise	\$2,200
Marketing	\$3,200
Professional Services	\$7,725
Insurance	\$6,463
Travel & Meals	\$4,100
Operations	\$17,945
Office Administration	\$19,856
Special Events	\$1,500
SoleMates Program	\$300
Personnel	\$82,617
Program	\$146,426
<b>Total Expenses</b>	<b>\$292,332</b>

# Girls On The Run San Diego Program Budget

July 1, 2020 to June 30, 2021

## INCOME

Individuals	\$30,000
Grants	\$70,000
Sponsorships	\$15,000
Program Revenue	\$31,426
<b>Total Income</b>	<b>\$146,426</b>

## EXPENSES

Merchandise	\$2,200
Advertising/Publications	\$2,900
Print Materials	\$300
Staff Mileage Reimbursement	\$3,600
Program Staff Payroll & Benefits	\$80,710
Site Outreach	\$300
Curriculum	\$1,937
Coach and Volunteer Appreciation	\$1,100
Coach Training	\$325
Supplies	\$2,000
Shirts	\$4,965
Shoes for Funded Teams	\$16,100
Facility Usage Fee	\$2,500
5K	\$27,489
<b>Total Expenses</b>	<b>\$146,426</b>

ATTOLERO, LLC  
2105 WATER RIDGE PARKWAY, SUITE 570  
CHARLOTTE, NC 28217  
888-326-3920

October 13, 2020

Girls on the Run of San Diego  
PO Box 230544  
Encinitas, CA 92023

Dear Client:

Your 2019 Federal Return of Organization Exempt from Income Tax will be electronically filed with the Internal Revenue Service upon receipt of a signed Form 8879-E0 - IRS e-file Signature Authorization. No tax is payable with the filing of this return.

Your 2019 California Exempt Organization Annual Information Return will be electronically filed with the State of California upon receipt of a signed Form 8453-E0. There is a balance due of \$10 payable by November 16, 2020. Mail your California payment voucher, Form 3586, on or before November 16, 2020 to:

FRANCHISE TAX BOARD  
P.O. BOX 942857  
SACRAMENTO, CA 94257-0531

Enclosed is your California Registration/Renewal Fee Report to the Attorney General. The original should be signed at the bottom of page one. There is a fee due of \$75 payable by November 16, 2020. Make the check or money order payable to "Attorney General's Registry of Charitable Trusts" and mail your California report on or before November 16, 2020 to:

REGISTRY OF CHARITABLE TRUSTS  
P.O. BOX 903447  
SACRAMENTO, CA 94203-4470

Please be sure to call us if you have any questions.

Sincerely,

Robert Bales



Girls on the Run of San Diego

20-3588183

	2019	2018	Diff
<b>REVENUE</b>			
Contributions and grants.....	228,822	251,657	-22,835
Program service revenue.....	123,167	124,216	-1,049
Investment income.....	15	19	-4
Total revenue.....	352,004	375,892	-23,888
<b>EXPENSES</b>			
Salaries, other compen., emp. benefits...	183,509	174,589	8,920
Other expenses.....	136,798	161,562	-24,764
Total expenses.....	320,307	336,151	-15,844
<b>NET ASSETS OR FUND BALANCES</b>			
Revenue less expenses.....	31,697	39,741	-8,044
Total assets at end of year.....	280,056	216,554	63,502
Total liabilities at end of year.....	32,132	583	31,549
Net assets/fund balances at end of year.	247,924	215,971	31,953

## Girls on the Run of San Diego

20-3588183

	2019	2018	Diff
<b>REVENUE</b>			
Other income.....	123,182	124,235	-1,053
Gross contributions, gifts, & grants.....	228,822	251,657	-22,835
Total income.....	352,004	375,892	-23,888
<b>EXPENSES AND DISBURSEMENTS</b>			
Compensation of officers, etc.....	73,022	71,909	1,113
Other salaries and wages.....	94,633	80,068	14,565
Taxes.....	12,758	12,390	368
Rents.....	5,848	5,592	256
Other deductions.....	134,046	166,192	-32,146
Total deductions.....	320,307	336,151	-15,844
Excess of receipts over disbursements....	31,697	39,741	-8,044
<b>FILING FEE</b>			
Filing fee.....	10	10	0
Balance due.....	10	10	0

Girls on the Run of San Diego

20-3588183

Form 990, Part III, Line 4e  
Program Services Totals

	Program Services Total	Form 990	Source
Total Expenses	229,676.	229,676.	Part IX, Line 25, Col. B
Grants	0.	0.	Part IX, Lines 1-3, Col. B
Revenue	123,167.	123,167.	Part VIII, Line 2, Col. A

Form 990, Part IX, Line 11g  
Other Fees For Services

	(A) Total	(B) Program Services	(C) Management & General	(D) Fund- raising
Background Checks	1,881.	1,764.	117.	
Prof Memberships & Licenses	284.		284.	
Total	\$ 2,165.	\$ 1,764.	\$ 401.	\$ 0.

Form 990, Part IX, Line 24e  
Other Expenses

	(A) Total	(B) Program Services	(C) Management & General	(D) Fundraising
Merchandise Purchases	1,960.	1,590.		370.
Total	\$ 1,960.	\$ 1,590.	\$ 0.	\$ 370.

Form **8879-EO**

### IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2019, or fiscal year beginning 7/01, 2019, and ending 6/30, 202020

▶ **Do not send to the IRS. Keep for your records.**

▶ **Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.**

# 2019

Department of the Treasury  
Internal Revenue Service

Name of exempt organization

Employer identification number

Girls on the Run of San Diego

20-3588183

Name and title of officer

KASEY MACNAIR

Executive Director

#### Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

<b>1 a</b> Form 990 check here . . . . ▶ <input checked="" type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12) . . . . .	<b>1 b</b> <u>352,004.</u>
<b>2 a</b> Form 990-EZ check here . . . . ▶ <input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9) . . . . .	<b>2 b</b> _____
<b>3 a</b> Form 1120-POL check here . . . . ▶ <input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22) . . . . .	<b>3 b</b> _____
<b>4 a</b> Form 990-PF check here . . . . ▶ <input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part VI, line 5) . . . . .	<b>4 b</b> _____
<b>5 a</b> Form 8868 check here . . . . ▶ <input type="checkbox"/>	<b>b Balance Due</b> (Form 8868, line 3c) . . . . .	<b>5 b</b> _____

#### Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

#### Officer's PIN: check one box only

I authorize Attolero, LLC to enter my PIN 43672 as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

#### Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN . . . . .

61978969849

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ Robert Bales

Date ▶ \_\_\_\_\_

**ERO Must Retain This Form – See Instructions  
Do Not Submit This Form to the IRS Unless Requested To Do So**

**BAA For Paperwork Reduction Act Notice, see instructions.**

Form **8879-EO** (2019)

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**2019**

**Open to Public Inspection**

**A** For the 2019 calendar year, or tax year beginning 7/01, 2019, and ending 6/30, 2020

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Girls on the Run of San Diego PO Box 230544 Encinitas, CA 92023	<b>D</b> Employer identification number 20-3588183 <b>E</b> Telephone number 614 816-6991 <b>G</b> Gross receipts \$ <u>352,004.</u>
<b>F</b> Name and address of principal officer: Same As C Above		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(c)</b> Group exemption number ▶
<b>J</b> Website: ▶ <u>WWW.GOTRSD.ORG</u>		
<b>K</b> Form of organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	<b>L</b> Year of formation:	<b>M</b> State of legal domicile:

**Part I Summary**

	1 Briefly describe the organization's mission or most significant activities: <u>GIRLS ON THE RUN OF SAN DIEGO INSPIRES GIRLS TO BE JOYFUL, HEALTHY AND CONFIDENT, USING A FUN EXPERIENCE-BASED CURRICULUM WHICH CREATIVELY INTEGRATES RUNNING</u>			
Activities & Governance	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3 Number of voting members of the governing body (Part VI, line 1a) .....	<b>3</b>		16
	4 Number of independent voting members of the governing body (Part VI, line 1b) .....	<b>4</b>		16
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a) .....	<b>5</b>		3
	6 Total number of volunteers (estimate if necessary) .....	<b>6</b>		750
	7a Total unrelated business revenue from Part VIII, column (C), line 12 .....	<b>7a</b>		0.
	7b Net unrelated business taxable income from Form 990-T, line 39 .....	<b>7b</b>		0.
Revenue	8 Contributions and grants (Part VIII, line 1h) .....	<b>Prior Year</b>	<b>Current Year</b>	
	9 Program service revenue (Part VIII, line 2g) .....	251,657.	228,822.	
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) .....	124,216.	123,167.	
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) .....	19.	15.	
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) .....	375,892.	352,004.	
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) .....			
	14 Benefits paid to or for members (Part IX, column (A), line 4) .....			
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) .....	174,589.	183,509.	
	16a Professional fundraising fees (Part IX, column (A), line 11e) .....			
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>45,270.</u>			
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) .....	161,562.	136,798.	
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) .....	336,151.	320,307.		
19 Revenue less expenses. Subtract line 18 from line 12 .....	39,741.	31,697.		
Not Assets or Fund Balances	20 Total assets (Part X, line 16) .....	<b>Beginning of Current Year</b>	<b>End of Year</b>	
	21 Total liabilities (Part X, line 26) .....	216,554.	280,056.	
	22 Net assets or fund balances. Subtract line 21 from line 20 .....	583.	32,132.	
		215,971.	247,924.	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Date
	<u>KASEY MACNAIR</u> Type or print name and title	Executive Director

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P02160108
	Firm's name ▶ <u>Attolero, LLC</u>	<u>Robert Bales</u>			Firm's EIN ▶ <u>81-5169849</u>
	Firm's address ▶ <u>2105 Water Ridge Parkway, Suite 570</u> <u>Charlotte, NC 28217</u>				Phone no. <u>888-326-3920</u>

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

GIRLS ON THE RUN OF SAN DIEGO INSPIRES GIRLS TO BE JOYFUL, HEALTHY AND CONFIDENT,  
USING A FUN EXPERIENCE-BASED CURRICULUM WHICH CREATIVELY INTEGRATES RUNNING

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 229,676. including grants of \$ ) (Revenue \$ 123,167.)

YOUTH DEVELOPMENT PROGRAMS: PROVIDE SPRING AND FALL TRAINING SESSIONS AND SPRING AND FALL 5K RUNNING EVENTS

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses ▶ 229,676.

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If 'Yes,' complete Schedule A.</i> .....	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)? .....	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If 'Yes,' complete Schedule C, Part I.</i> .....	3	X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If 'Yes,' complete Schedule C, Part II.</i> .....	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If 'Yes,' complete Schedule C, Part III.</i> .....	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If 'Yes,' complete Schedule D, Part I.</i> .....	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If 'Yes,' complete Schedule D, Part II.</i> .....	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If 'Yes,' complete Schedule D, Part III.</i> .....	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If 'Yes,' complete Schedule D, Part IV.</i> .....	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If 'Yes,' complete Schedule D, Part V.</i> .....	10	X
11 If the organization's answer to any of the following questions is 'Yes', then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If 'Yes,' complete Schedule D, Part VI.</i> .....	11 a	X
b Did the organization report an amount for investments – other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VII.</i> .....	11 b	X
c Did the organization report an amount for investments – program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VIII.</i> .....	11 c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part IX.</i> .....	11 d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If 'Yes,' complete Schedule D, Part X.</i> .....	11 e X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If 'Yes,' complete Schedule D, Part X.</i> .....	11 f	X
12 a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If 'Yes,' complete Schedule D, Parts XI and XII.</i> .....	12 a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional.</i> .....	12 b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If 'Yes,' complete Schedule E.</i> .....	13	X
14 a Did the organization maintain an office, employees, or agents outside of the United States? .....	14 a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If 'Yes,' complete Schedule F, Parts I and IV.</i> .....	14 b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If 'Yes,' complete Schedule F, Parts II and IV.</i> .....	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If 'Yes,' complete Schedule F, Parts III and IV.</i> .....	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If 'Yes,' complete Schedule G, Part I</i> (see instructions). .....	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If 'Yes,' complete Schedule G, Part II.</i> .....	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If 'Yes,' complete Schedule G, Part III.</i> .....	19	X
20 a Did the organization operate one or more hospital facilities? <i>If 'Yes,' complete Schedule H.</i> .....	20 a	X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return? .....	20 b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II.</i> .....	21	X

**Part IV Checklist of Required Schedules** (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III.</i>		X
23	Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J.</i>		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a.</i>		X
24b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24d	Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
25b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part II.</i>		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III.</i>		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
28a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
28b	A family member of any individual described in line 28a? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
28c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M.</i>		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M.</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I.</i>		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II.</i>		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I.</i>		X
34	Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
35b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI.</i>		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1 a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
1 b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
1 c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	



**Part V** **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. . . . . <b>2a</b> 3		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? . . . . . <b>2b</b>		X
<b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year? . . . . . <b>3a</b>		X
<b>b</b>	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O . . . . . <b>3b</b>		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . . . . . <b>4a</b>		X
<b>b</b>	If 'Yes,' enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . . . . <b>5a</b>		X
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? . . . . . <b>5b</b>		X
<b>c</b>	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T? . . . . . <b>5c</b>		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . . . . <b>6a</b>		X
<b>b</b>	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? . . . . . <b>6b</b>		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? . . . . . <b>7a</b>		X
<b>b</b>	If 'Yes,' did the organization notify the donor of the value of the goods or services provided? . . . . . <b>7b</b>		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? . . . . . <b>7c</b>		X
<b>d</b>	If 'Yes,' indicate the number of Forms 8282 filed during the year. . . . . <b>7d</b>		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? . . . . . <b>7e</b>		X
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . . . . . <b>7f</b>		X
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? . . . . . <b>7g</b>		
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? . . . . . <b>7h</b>		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? . . . . . <b>8</b>		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966? . . . . . <b>9a</b>		
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . . . . <b>9b</b>		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12 . . . . . <b>10a</b>		
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities. . . . . <b>10b</b>		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders. . . . . <b>11a</b>		
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) . . . . . <b>11b</b>		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041? . . . . . <b>12a</b>		
<b>b</b>	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. . . . . <b>12b</b>		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? . . . . . <b>13a</b>		
<b>Note:</b> See the instructions for additional information the organization must report on Schedule O.			
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. . . . . <b>13b</b>		
<b>c</b>	Enter the amount of reserves on hand . . . . . <b>13c</b>		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year? . . . . . <b>14a</b>		X
<b>b</b>	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O . . . . . <b>14b</b>		
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? . . . . . <b>15</b>		X
If 'Yes,' see instructions and file Form 4720, Schedule N.			
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? . . . . . <b>16</b>		X
If 'Yes,' complete Form 4720, Schedule O.			

Part VI Governance, Management, and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members... 16; 1b Enter the number of voting members included on line 1a... 16; 2 Did any officer, director, trustee, or key employee have a family relationship... X; 3 Did the organization delegate control over management duties... X; 4 Did the organization make any significant changes to its governing documents... X; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?... X; 6 Did the organization have members or stockholders?... X; 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?... X; 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?... X; 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body? X; b Each committee with authority to act on behalf of the governing body? X; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates? X; 10b If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? X; 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990. See Schedule O; 12a Did the organization have a written conflict of interest policy? If 'No,' go to line 13. X; 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? X; 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done. See Schedule O. X; 13 Did the organization have a written whistleblower policy? X; 14 Did the organization have a written document retention and destruction policy? X; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? a The organization's CEO, Executive Director, or top management official. X; b Other officers or key employees of the organization. See Schedule O. X; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? X; 16b If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed CA
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[ ] Own website [ ] Another's website [X] Upon request [ ] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. See Schedule O
20 State the name, address, and telephone number of the person who possesses the organization's books and records KASEY MACNAIR PO BOX 230544 ENCINITAS CA 92023 619 816-6991

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1 a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(1) KASEY MACNAIR Executive Dir.	40 0			X			73,022.	0.	0.
(2) ALI TAYLOR Director	3 0	X					0.	0.	0.
(3) CHRISTY BOWLES Director	3 0	X					0.	0.	0.
(4) DENE GRENON Treasurer	6 0	X		X			0.	0.	0.
(5) JERALIN CARDOSO Secretary	6 0	X		X			0.	0.	0.
(6) JILLIAN BASINGER Director	3 0	X					0.	0.	0.
(7) MEGAN HUMPHREYS President	3 0	X		X			0.	0.	0.
(8) KIM MARTINI Director	3 0	X					0.	0.	0.
(9) ANDREA VALJI Vice President	6 0	X		X			0.	0.	0.
(10) HILLARY KLEINER Director	3 0	X					0.	0.	0.
(11) JADE NEWTON Director	3 0	X					0.	0.	0.
(12) TRACY BIDOT Director	3 0	X					0.	0.	0.
(13) NICOLE BORAMANAND Director	3 0	X					0.	0.	0.
(14) KIM LAWS Director	3 0	X					0.	0.	0.

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(15) SAM BRUMIT Director	3 0	X					0.	0.	0.
(16) HEATHER SHELDON Director	3 0	X					0.	0.	0.
(17) JOHN HOST Director	3 0	X					0.	0.	0.
(18) -----									
(19) -----									
(20) -----									
(21) -----									
(22) -----									
(23) -----									
(24) -----									
(25) -----									
<b>1 b Subtotal</b> .....							73,022.	0.	0.
<b>c Total from continuation sheets to Part VII, Section A</b> .....							0.	0.	0.
<b>d Total (add lines 1b and 1c)</b> .....							73,022.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶ 0

	Yes	No
3 Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual.</i> .....	3	X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes,' complete Schedule J for such individual.</i> .....	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person.</i> .....	5	X

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶ 0

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1 a</b> Federated campaigns	<b>1 a</b>				
	<b>b</b> Membership dues	<b>1 b</b>				
	<b>c</b> Fundraising events	<b>1 c</b>	13,525.			
	<b>d</b> Related organizations	<b>1 d</b>				
	<b>e</b> Government grants (contributions)	<b>1 e</b>				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1 f</b>	215,297.			
	<b>g</b> Noncash contributions included in lines 1a-1f	<b>1 g</b>				
	<b>h Total.</b> Add lines 1a-1f		228,822.			
<b>Program Service Revenue</b>	<b>2 a</b> <u>Earned Income</u>	Business Code 900099	100,037.	100,037.		
	<b>b</b> <u>5K Sponsorship Income</u>	900099	19,674.	19,674.		
	<b>c</b> <u>Merchandise Sales</u>	900099	3,456.	3,456.		
	<b>d</b> -----					
	<b>e</b> -----					
	<b>f</b> All other program service revenue					
	<b>g Total.</b> Add lines 2a-2f		123,167.			
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)		15.	15.		
	<b>4</b> Income from investment of tax-exempt bond proceeds					
	<b>5</b> Royalties					
	<b>6 a</b> Gross rents	(i) Real				
		(ii) Personal				
		<b>6 b</b> Less: rental expenses				
		<b>6 c</b> Rental income or (loss)				
	<b>d</b> Net rental income or (loss)					
	<b>7 a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		<b>7 b</b> Less: cost or other basis and sales expenses				
		<b>7 c</b> Gain or (loss)				
	<b>d</b> Net gain or (loss)					
	<b>8 a</b> Gross income from fundraising events (not including \$_____ of contributions reported on line 1c). See Part IV, line 18					
		<b>8 b</b> Less: direct expenses				
<b>c</b> Net income or (loss) from fundraising events						
<b>9 a</b> Gross income from gaming activities. See Part IV, line 19						
	<b>9 b</b> Less: direct expenses					
	<b>c</b> Net income or (loss) from gaming activities					
<b>10 a</b> Gross sales of inventory, less returns and allowances						
	<b>10 b</b> Less: cost of goods sold					
	<b>c</b> Net income or (loss) from sales of inventory					
<b>Miscellaneous Revenue</b>	Business Code					
	<b>11 a</b> -----					
	<b>b</b> -----					
	<b>c</b> -----					
	<b>d</b> All other revenue					
<b>e Total.</b> Add lines 11a-11d						
<b>12 Total revenue.</b> See instructions			352,004.	123,182.	0.	0.

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX.

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	<b>(A)</b> Total expenses	<b>(B)</b> Program service expenses	<b>(C)</b> Management and general expenses	<b>(D)</b> Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	73,022.	43,814.	14,604.	14,604.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).	0.	0.	0.	0.
7 Other salaries and wages.	94,633.	70,409.	6,479.	17,745.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).				
9 Other employee benefits.	3,096.	856.	2,240.	
10 Payroll taxes.	12,758.	8,776.	1,488.	2,494.
11 Fees for services (nonemployees):				
a Management.				
b Legal.				
c Accounting.	4,693.		4,693.	
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	2,165.	1,764.	401.	
12 Advertising and promotion.	4,599.	649.	3,950.	
13 Office expenses.	12,769.	4,938.	5,191.	2,640.
14 Information technology.	1,237.	186.	1,051.	
15 Royalties.				
16 Occupancy.	5,848.	2,924.	1,462.	1,462.
17 Travel.	4,846.	3,328.	1,503.	15.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.				
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.				
23 Insurance.	7,112.	3,556.	1,778.	1,778.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>Program Expense</u>	45,468.	45,468.		
b <u>5K Expenses</u>	23,825.	23,825.		
c <u>Operational Expenses</u>	19,471.	17,293.	321.	1,857.
d <u>Special Event Expense</u>	2,805.			2,805.
e All other expenses.	1,960.	1,890.	200.	-130.
25 Total functional expenses. Add lines 1 through 24e.	320,307.	229,676.	45,361.	45,270.
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X.

		(A) Beginning of year		(B) End of year	
<b>Assets</b>	1	Cash – non-interest-bearing.....	216,554.	1	280,056.
	2	Savings and temporary cash investments.....		2	
	3	Pledges and grants receivable, net.....		3	
	4	Accounts receivable, net.....		4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons.....		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B).....		6	
	7	Notes and loans receivable, net.....		7	
	8	Inventories for sale or use.....		8	
	9	Prepaid expenses and deferred charges.....		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D.....		10a	
	b	Less: accumulated depreciation.....		10b	10c
	11	Investments – publicly traded securities.....		11	
	12	Investments – other securities. See Part IV, line 11.....		12	
	13	Investments – program-related. See Part IV, line 11.....		13	
	14	Intangible assets.....		14	
	15	Other assets. See Part IV, line 11.....		15	
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 33).....	216,554.	16	280,056.	
<b>Liabilities</b>	17	Accounts payable and accrued expenses.....	583.	17	
	18	Grants payable.....		18	
	19	Deferred revenue.....		19	
	20	Tax-exempt bond liabilities.....		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D.....		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons.....		22	
	23	Secured mortgages and notes payable to unrelated third parties.....		23	
	24	Unsecured notes and loans payable to unrelated third parties.....		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D.....		25	32,132.
	26	<b>Total liabilities.</b> Add lines 17 through 25.....	583.	26	32,132.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here ▶ <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.</b>				
	27	Net assets without donor restrictions.....	215,971.	27	247,924.
	28	Net assets with donor restrictions.....		28	
	<b>Organizations that do not follow FASB ASC 958, check here ▶ <input type="checkbox"/> and complete lines 29 through 33.</b>				
	29	Capital stock or trust principal, or current funds.....		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund.....		30	
	31	Retained earnings, endowment, accumulated income, or other funds.....		31	
32	<b>Total net assets or fund balances.....</b>	215,971.	32	247,924.	
33	<b>Total liabilities and net assets/fund balances.....</b>	216,554.	33	280,056.	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI.

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	352,004.
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	320,307.
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	31,697.
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	215,971.
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<b>6</b>	Donated services and use of facilities	<b>6</b>	
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	256.
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	0.
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	247,924.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII.

		Yes	No
<b>1</b>	Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.		
<b>2 a</b>	Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>2 b</b>	Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>2 c</b>	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
<b>3 a</b>	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
<b>3 b</b>	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		



**SCHEDULE A**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Name of the organization <b>Girls on the Run of San Diego</b>	Employer identification number <b>20-3588183</b>
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**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations .....
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
3 The value of services or facilities furnished by a governmental unit to the organization without charge.						
4 <b>Total.</b> Add lines 1 through 3.						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f).						
6 <b>Public support.</b> Subtract line 5 from line 4.						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4.						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.						
9 Net income from unrelated business activities, whether or not the business is regularly carried on.						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 <b>Total support.</b> Add lines 7 through 10.						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> .						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)).	14	%
15 Public support percentage from 2018 Schedule A, Part II, line 14.	15	%
16a <b>33-1/3% support test—2019.</b> If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization.	<input type="checkbox"/>	
b <b>33-1/3% support test—2018.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization.	<input type="checkbox"/>	
17a <b>10%-facts-and-circumstances test—2019.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization.	<input type="checkbox"/>	
b <b>10%-facts-and-circumstances test—2018.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization.	<input type="checkbox"/>	
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions.	<input type="checkbox"/>	

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)	122,514.	102,959.	241,613.	251,657.	228,822.	947,565.
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose.	126,128.	120,171.	138,699.	124,216.	123,167.	632,381.
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513.						0.
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						0.
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge.						0.
<b>6 Total.</b> Add lines 1 through 5.	248,642.	223,130.	380,312.	375,873.	351,989.	1,579,946.
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons.	0.	0.	0.	0.	0.	0.
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.	0.	0.	0.	0.	0.	0.
<b>c</b> Add lines 7a and 7b.	0.	0.	0.	0.	0.	0.
<b>8 Public support.</b> (Subtract line 7c from line 6.)						1,579,946.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>9</b> Amounts from line 6.	248,642.	223,130.	380,312.	375,873.	351,989.	1,579,946.
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.	32.	23.	18.	19.	15.	107.
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						0.
<b>c</b> Add lines 10a and 10b.	32.	23.	18.	19.	15.	107.
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on.						0.
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0.
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)	248,674.	223,153.	380,330.	375,892.	352,004.	1,580,053.

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**.

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)).	15	99.99 %
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15.	16	99.99 %

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f)).	17	0.01 %
<b>18</b> Investment income percentage from 2018 Schedule A, Part III, line 17.	18	0.01 %

**19a 33-1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization.

**b 33-1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization.

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If 'No,' describe in <b>Part VI</b> how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If 'Yes,' explain in <b>Part VI</b> how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If 'Yes,' answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If 'Yes,' describe in <b>Part VI</b> when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If 'Yes,' explain in <b>Part VI</b> what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ('foreign supported organization')? If 'Yes' and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If 'Yes,' describe in <b>Part VI</b> how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If 'Yes,' explain in <b>Part VI</b> what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in <b>Part VI</b> , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If 'Yes,' provide detail in <b>Part VI</b> .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If 'Yes,' provide detail in <b>Part VI</b> .		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If 'Yes,' provide detail in <b>Part VI</b> .		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If 'Yes,' provide detail in <b>Part VI</b> .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If 'Yes,' answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

**Part IV Supporting Organizations** (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b A family member of a person described in (a) above?	11b	
c A 35% controlled entity of a person described in (a) or (b) above? If 'Yes' to a, b, or c, provide detail in <b>Part VI</b> .	11c	

**Section B. Type I Supporting Organizations**

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If 'No,' describe in <b>Part VI</b> how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If 'Yes,' explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

**Section C. Type II Supporting Organizations**

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If 'No,' describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

**Section D. All Type III Supporting Organizations**

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If 'No,' explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If 'Yes,' describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.	3	

**Section E. Type III Functionally Integrated Supporting Organizations**

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a  The organization satisfied the Activities Test. Complete **line 2** below.
  - b  The organization is the parent of each of its supported organizations. Complete **line 3** below.
  - c  The organization supported a governmental entity. Describe in **Part VI** how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If 'Yes,' then in **Part VI** identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.

b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If 'Yes,' explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.

3 Parent of Supported Organizations. Answer (a) and (b) below.

a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in **Part VI**.

b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If 'Yes,' describe in **Part VI** the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A – Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

<b>Section B – Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

<b>Section C – Distributable Amount</b>			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7  Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

<b>Section D – Distributions</b>	<b>Current Year</b>
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

<b>Section E – Distribution Allocations (see instructions)</b>	<b>(i) Excess Distributions</b>	<b>(ii) Underdistributions Pre-2019</b>	<b>(iii) Distributable Amount for 2019</b>
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required – explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014 .....			
b From 2015 .....			
c From 2016 .....			
d From 2017 .....			
e From 2018 .....			
f <b>Total</b> of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 <b>Excess distributions carryover to 2020.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015 .....			
b Excess from 2016 .....			
c Excess from 2017 .....			
d Excess from 2018 .....			
e Excess from 2019 .....			

BAA

Schedule A (Form 990 or 990-EZ) 2019

**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.  
(See instructions.)

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Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990, Form 990-EZ, or Form 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

Girls on the Run of San Diego

Employer identification number

20-3588183

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

[X] 501(c)( 3 ) (enter number) organization

[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

Form 990-PF

[ ] 527 political organization

[ ] 501(c)(3) exempt private foundation

[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year. \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization Girls on the Run of San Diego	Employer identification number 20-3588183
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**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Clare Rose Foundation 5060 Shoreham PLace, Suite 350 San Diego, CA 92122	\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	Rite Aid 30 Hunter Lane Camp Hill, PA 17011	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Birdwell Family Foundation 309 Belle Meade Blvd Nashville, TN 37205-3419	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Vanguard 2525 Camino Del Rio S#260 San Diego, CA 92108	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	Cigna 3636 Nobel Drive #150 San Diego, CA 92122	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	Gamma Phi Beta 12737 E.Euclid Drive Centennial, CO 80111-6445	\$ 10,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization: **Girls on the Run of San Diego** Employer identification number: **20-3588183**

**Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.)... ▶ \$                      *N/A*  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	<i>N/A</i>		

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2019

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Name of the organization

Employer identification number

Girls on the Run of San Diego

20-3588183

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

Table with 3 columns: Line number, (a) Donor advised funds, (b) Funds and other accounts. Rows 1-4 for total number, aggregate value of contributions, aggregate value of grants, and aggregate value at end of year.

- 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply).
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year
4 Number of states where property subject to conservation easement is located
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

- 1 a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.
b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange program
- e  Other \_\_\_\_\_

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance.....	1 c
d Additions during the year.....	1 d
e Distributions during the year.....	1 e
f Ending balance.....	1 f

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

**Part V Endowment Funds.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance.....					
b Contributions.....					
c Net investment earnings, gains, and losses.....					
d Grants or scholarships.....					
e Other expenditures for facilities and programs.....					
f Administrative expenses.....					
g End of year balance.....					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment ▶ \_\_\_\_\_ %
- b Permanent endowment ▶ \_\_\_\_\_ %
- c Term endowment ▶ \_\_\_\_\_ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) Unrelated organizations.....	3a(i)	
(ii) Related organizations.....	3a(ii)	
b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?.....	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land.....				
b Buildings.....				
c Leasehold improvements.....				
d Equipment.....				
e Other.....				

**Total.** Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ▶ 0.

**Part VII Investments – Other Securities.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives.....		
(2) Closely held equity interests.....		
(3) Other -----		
(A) -----		
(B) -----		
(C) -----		
(D) -----		
(E) -----		
(F) -----		
(G) -----		
(H) -----		
(I) -----		
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 12.) . . . ▶		

**Part VIII Investments – Program Related.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 13.) . . . ▶		

**Part IX Other Assets.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 15.) . . . ▶	

**Part X Other Liabilities.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Long term debt	32,132.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 25.) . . . ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments.....	2 a		
	b Donated services and use of facilities.....	2 b		
	c Recoveries of prior year grants.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.).....		5	

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities.....	2 a		
	b Prior year adjustments.....	2 b		
	c Other losses.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.).....		5	

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.



**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Employer identification number

Girls on the Run of San Diego

20-3588183

**Form 990, Part VI, Line 11b - Form 990 Review Process**

A DRAFT OF THE FORM 990 IS REVIEWED BY THE GOVERNING BOARD TO PROVIDE ANY  
CORRECTIONS OR ADDITIONS BEFORE BEING FINALIZED

**Form 990, Part VI, Line 12c - Explanation of Monitoring and Enforcement of Conflicts**

THE ORGANIZATION'S BYLAWS REQUIRE THE REVIEW OF POTENTIAL CONFLICTS OF INTEREST ON A  
TRANSACTION SPECIFIC BASIS. THIS IS NO SECTION OF THE BYLAWS THAT REQUIRE REGULAR,  
CONSISTENT MONITORING.

**Form 990, Part VI, Line 15b - Compensation Review & Approval Process - Officers & Key Employees**

CHANGES IN COMPENSATION FOR ALL KEY EMPLOYEES ARE DISCUSSED AMONG THE EXECUTIVE  
COMMITTEE AND RESULTING RECOMMENDATIONS ARE SUBMITTED TO FULL BOARD FOR APPROVAL.

**Form 990, Part VI, Line 19 - Other Organization Documents Publicly Available**

No other documents available to the public.

Voucher at bottom of page. ■

DO NOT MAIL A PAPER COPY OF THE CORPORATE OR EXEMPT ORGANIZATION TAX RETURN WITH THE PAYMENT VOUCHER.  
If the amount of payment is zero, do not mail this voucher.

**WHERE TO FILE:** Using black or blue ink, make check or money order payable to the "Franchise Tax Board." Write the corporation number, FEIN, CA SOS file number and "2019 FTB 3586" on the check or money order. Detach voucher below. Enclose, but **do not** staple, payment with voucher and mail to:

**FRANCHISE TAX BOARD  
PO BOX 942857  
SACRAMENTO CA 94257-0531**

Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

**WHEN TO FILE:** Corporations – File and Pay by the 15th day of the 4th month following the close of the taxable year.  
S corporations – File and Pay by the 15th day of the 3rd month following the close of the taxable year.  
Exempt organizations – File and Pay by the 15th day of the 5th month following the close of the taxable year.

When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.

**ONLINE SERVICES:** Corporations can make payments online using Web Pay for Businesses. Corporations can make an immediate payment or schedule payments up to a year in advance. Go to [ftb.ca.gov/pay](http://ftb.ca.gov/pay) for more information.

----- DETACH HERE ----- IF NO PAYMENT IS DUE, DO NOT MAIL THIS VOUCHER ----- DETACH HERE -----

CAUTION: You may be required to pay electronically, see instructions.

TAXABLE YEAR

2019

**Payment Voucher for Corporations  
and Exempt Organizations e-filed Returns**

CALIFORNIA FORM

**3586 (e-file)**

3557329 GIRL 20-3588183 000000000000 19 FORM 3  
TYB 07-01-19 TYE 06-30-20  
GIRLS ON THE RUN OF SAN DIEGO  
KASEY MACNAIR  
PO BOX 230544  
ENCINITAS CA 92023

614 816-6991

AMOUNT OF PAYMENT 10.

# California Exempt Organization Annual Information Return

Calendar Year 2019 or fiscal year beginning (mm/dd/yyyy) 7/01/2019, and ending (mm/dd/yyyy) 6/30/2020

Corporation/Organization name <b>GIRLS ON THE RUN OF SAN DIEGO</b>		California corporation number <b>3557329</b>
Additional information. See instructions.		FEIN <b>20-3588183</b>
Street address (suite or room) <b>PO BOX 230544</b>		PMB no.
City <b>ENCINITAS</b>	State <b>CA</b>	Zip code <b>92023</b>
Foreign country name	Foreign province/state/county	Foreign postal code

<p><b>A</b> First Return ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>B</b> Amended Return ..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>C</b> IRC Section 4947(a)(1) trust ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>D</b> Final Information Return?  <input checked="" type="checkbox"/> Dissolved    <input type="checkbox"/> Surrendered (Withdrawn)    <input type="checkbox"/> Merged/Reorganized                  Enter date: (mm/dd/yyyy) ● _____</p> <p><b>E</b> Check accounting method:                  1 <input checked="" type="checkbox"/> Cash    2 <input type="checkbox"/> Accrual    3 <input type="checkbox"/> Other</p> <p><b>F</b> Federal return filed? 1 ● <input type="checkbox"/> 990T    2 ● <input type="checkbox"/> 990-PF    3 ● <input type="checkbox"/> Sch H (990)                  4 <input type="checkbox"/> Other 990 series</p> <p><b>G</b> Is this a group filing? See instructions ..... ● <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>H</b> Is this organization in a group exemption ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  If "Yes," what is the parent's name? _____</p> <p><b>I</b> Did the organization have any changes to its guidelines not reported to the FTB? See instructions. .... ● <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>J</b> If exempt under R&amp;TC Section 23701d, has the organization engaged in political activities? See instructions ..... ● <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>K</b> Is the organization exempt under R&amp;TC Section 23701g? ... ● <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  If "Yes," enter the gross receipts from nonmember sources ..... \$ _____</p> <p><b>L</b> If organization is a public charity exempt under R&amp;TC Section 23701d and meets the filing fee exception, check box. No filing fee is required ..... ● <input type="checkbox"/></p> <p><b>M</b> Is the organization a Limited Liability Company? ..... ● <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>N</b> Did the organization file Form 100 or Form 109 to report taxable income? ..... ● <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>O</b> Is the organization under audit by the IRS or has the IRS audited in a prior year? ..... ● <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>P</b> Is federal Form 1023/1024 pending? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No                  Date filed with IRS _____</p>
--	--

**Part I Complete Part I unless not required to file this form. See General Information B and C.**

<b>Receipts and Revenues</b>	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8. .... ●		123,182.
	2	Gross dues and assessments from members and affiliates. .... ●		
	3	Gross contributions, gifts, grants, and similar amounts received. .... <b>SEE .SCH. .B.</b> ●		228,822.
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. <b>This line must be completed.</b> If the result is less than \$50,000, see General Information B. .... ●		352,004.
	5	Cost of goods sold. .... ●	5	
	6	Cost or other basis, and sales expenses of assets sold. .... ●	6	
	7	Total costs. Add line 5 and line 6. .... ●		
	8	Total gross income. Subtract line 7 from line 4. .... ●		352,004.
<b>Expenses</b>	9	Total expenses and disbursements. From Side 2, Part II, line 18. .... ●		320,307.
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8. .... ●		31,697.
<b>Filing Fee</b>	11	Total payments. .... ●		
	12	Use tax. See General Information K. .... ●		
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11. .... ●		
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12. .... ●		
	15	Filing fee \$10 or \$25. See General Information F. .... ●		10.
	16	Penalties and Interest. See General Information J. .... ●		
	17	<b>Balance due.</b> Add line 12, line 15, and line 16. Then subtract line 11 from the result. .... ●		10.

<b>Sign Here</b>	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				
	Signature of officer	Title <b>EXECUTIVE DIRECTOR</b>	Date	● Telephone <b>614 816-6991</b>	● PTIN <b>P02160108</b>
<b>Paid Preparer's Use Only</b>	Preparer's signature	<b>ROBERT BALES</b>	Date	● Firm's FEIN <b>81-5169849</b>	● Telephone <b>888-326-3920</b>
	Firm's name (or yours, if self-employed) and address	<b>ATTOLERO, LLC</b> <b>2105 WATER RIDGE PARKWAY, SUITE 570</b> <b>CHARLOTTE, NC 28217</b>			
	May the FTB discuss this return with the preparer shown above? See instructions. .... ● <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

**Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts – complete Part II or furnish substitute information.**

<b>Receipts from Other Sources</b>	1	Gross sales or receipts from all business activities. See instructions.	●	1	
	2	Interest	●	2	
	3	Dividends	●	3	
	4	Gross rents	●	4	
	5	Gross royalties	●	5	
	6	Gross amount received from sale of assets (See Instructions)	●	6	
	7	Other income. Attach schedule. <b>SEE STATEMENT 1</b>	●	7	123,182.
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Page 1, Part I, line 1.		8	123,182.
	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule.	●	9	
<b>Expenses and Disbursements</b>	10	Disbursements to or for members	●	10	
	11	Compensation of officers, directors, and trustees. Attach schedule. <b>SEE STMT 2</b>	●	11	73,022.
	12	Other salaries and wages	●	12	94,633.
	13	Interest	●	13	
	14	Taxes	●	14	12,758.
	15	Rents	●	15	5,848.
	16	Depreciation and depletion (See instructions)	●	16	
	17	Other Expenses and Disbursements. Attach schedule. <b>SEE STATEMENT 3</b>	●	17	134,046.
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Page 1, Part I, line 9.		18	320,307.

<b>Schedule L Balance Sheet</b>		<b>Beginning of taxable year</b>		<b>End of taxable year</b>	
		<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>
<b>Assets</b>					
1	Cash		216,554.	●	280,056.
2	Net accounts receivable			●	
3	Net notes receivable			●	
4	Inventories			●	
5	Federal and state government obligations			●	
6	Investments in other bonds			●	
7	Investments in stock			●	
8	Mortgage loans			●	
9	Other investments. Attach schedule			●	
10 a	Depreciable assets				
	b Less accumulated depreciation				
11	Land			●	
12	Other assets. Attach schedule			●	
13	<b>Total assets</b>		216,554.		280,056.
<b>Liabilities and net worth</b>					
14	Accounts payable		583.	●	
15	Contributions, gifts, or grants payable			●	
16	Bonds and notes payable			●	
17	Mortgages payable			●	
18	Other liabilities. Attach schedule. <b>STM 4</b>				32,132.
19	Capital stock or principal fund		215,971.	●	247,924.
20	Paid-in or capital surplus. Attach reconciliation			●	
21	Retained earnings or income fund			●	
22	<b>Total liabilities and net worth</b>		216,554.		280,056.

<b>Schedule M-1 Reconciliation of income per books with income per return</b>			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000			
1	Net income per books	●	31,697.
2	Federal income tax	●	
3	Excess of capital losses over capital gains	●	
4	Income not recorded on books this year. Attach schedule	●	
5	Expenses recorded on books this year not deducted in this return. Attach schedule	●	
6	Total. Add line 1 through line 5.		31,697.
7	Income recorded on books this year not included in this return. Attach schedule	●	
8	Deductions in this return not charged against book income this year. Attach schedule	●	
9	Total. Add line 7 and line 8		
10	Net income per return. Subtract line 9 from line 6.		31,697.

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury Internal Revenue Service

California Copy Schedule of Contributors

Attach to Form 990, Form 990-EZ, or Form 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

Girls on the Run of San Diego

Employer identification number

20-3588183

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

[X] 501(c)( 3 ) (enter number) organization

[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

Form 990-PF

[ ] 527 political organization

[ ] 501(c)(3) exempt private foundation

[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year. \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization Girls on the Run of San Diego	Employer identification number 20-3588183
---	--

**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Clare Rose Foundation 5060 Shoreham Place, Suite 350 San Diego, CA 92122	\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	Rite Aid 30 Hunter Lane Camp Hill, PA 17011	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Birdwell Family Foundation 309 Belle Meade Blvd Nashville, TN 37205-3419	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Vanguard 2525 Camino Del Rio S#260 San Diego, CA 92108	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	Cigna 3636 Nobel Drive #150 San Diego, CA 92122	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	Gamma Phi Beta 12737 E. Euclid Drive Centennial, CO 80111-6445	\$ 10,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization: **Girls on the Run of San Diego** Employer identification number: **20-3588183**

**Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) ..... ▶ \$                      N/A  
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	N/A		
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
-----		-----	
-----		-----	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
-----		-----	
-----		-----	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
-----		-----	
-----		-----	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
-----		-----	
-----		-----	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
-----		-----	
-----		-----	



**Statement 1  
Form 199, Part II, Line 7  
Other Income**

Other Investment Income.....	\$	15.
Program Service Revenue.....		<u>123,167.</u>
	Total \$	<u><u>123,182.</u></u>

**Statement 2  
Form 199, Part II, Line 11  
Compensation of Officers, Directors, Trustees and Key Employees**

**Current Officers:**

Name and Address	Title and Average Hours Per Week Devoted	Total Compen- sation	Contri- bution to EBP & DC	Expense Account/ Other
ALI TAYLOR PO Box 230544 ,	Director 3.00	\$ 0.	\$ 0.	\$ 0.
CHRISTY BOWLES PO Box 230544 ,	Director 3.00	0.	0.	0.
DENE GRENON PO Box 230544 ,	Treasurer 6.00	0.	0.	0.
JERALIN CARDOSO PO Box 230544 ,	Secretary 6.00	0.	0.	0.
JILLIAN BASINGER PO Box 230544 ,	Director 3.00	0.	0.	0.
MEGAN HUMPHREYS PO Box 230544 ,	President 3.00	0.	0.	0.
KIM MARTINI PO Box 230544 ,	Director 3.00	0.	0.	0.
KASEY MACNAIR PO Box 230544 ,	Executive Dir. 40.00	73,022.	0.	0.
ANDREA VALJI PO Box 230544 ,	Vice President 6.00	0.	0.	0.

## Girls on the Run of San Diego

20-3588183

Statement 2 (continued)  
Form 199, Part II, Line 11  
Compensation of Officers, Directors, Trustees and Key Employees

## Current Officers:

Name and Address	Title and Average Hours Per Week Devoted	Total Compen- sation	Contri- bution to EBP & DC	Expense Account/ Other
HILLARY KLEINER PO Box 230544 ,	Director 3.00	\$ 0.	\$ 0.	\$ 0.
JADE NEWTON PO Box 230544 ,	Director 3.00	0.	0.	0.
TRACY BIDOT PO Box 230544 ,	Director 3.00	0.	0.	0.
NICOLE BORAMANAND PO Box 230544 ,	Director 3.00	0.	0.	0.
KIM LAWS PO Box 230544 ,	Director 3.00	0.	0.	0.
SAM BRUMIT PO Box 230544 ,	Director 3.00	0.	0.	0.
HEATHER SHELDON PO Box 230544 ,	Director 3.00	0.	0.	0.
JOHN HOST PO Box 230544 ,	Director 3.00	0.	0.	0.
Total		\$ 73,022.	\$ 0.	\$ 0.

Statement 3  
Form 199, Part II, Line 17  
Other Expenses

5K Expenses.....	\$ 23,825.
Accounting Fees.....	4,693.
Advertising and Promotion.....	4,599.
Information Technology.....	1,237.
Insurance.....	7,112.
Merchandise Purchases.....	1,960.
Office Expenses.....	12,769.
Operational Expenses.....	19,471.
Other Employee Benefit.....	3,096.
Other fees.....	2,165.
Program Expense.....	45,468.

**Statement 3 (continued)**  
**Form 199, Part II, Line 17**  
**Other Expenses**

Special Event Expense.....	\$	2,805.
Travel.....		4,846.
	Total	<u>\$ 134,046.</u>

**Statement 4**  
**Form 199, Schedule L, Line 18**  
**Other Liabilities**

Long term debt.....		32,132.
	Total	<u>\$ 32,132.</u>

MAIL TO:  
Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470  
(916) 210-6400

STREET ADDRESS:  
1300 I Street  
Sacramento, CA 95814  
(916) 210-6400

WEBSITE ADDRESS:  
[www.ag.ca.gov/charities/](http://www.ag.ca.gov/charities/)



(For Registry Use Only)

## ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code  
11 Cal. Code Regs. sections 301-306, 309, 311, and 312

**Failure to submit this report annually no later than four months and fifteen after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.**

GIRLS ON THE RUN OF SAN DIEGO <small>Name of Organization</small>	Check if: <input type="checkbox"/> Change of address <input type="checkbox"/> Amended report
List all DBAs and names the organization uses or has used PO BOX 230544 <small>Address (Number and Street)</small>	State Charity Registration Number <u>129701</u>
ENCINITAS, CA 92023 <small>City or Town, State and ZIP Code</small>	Corporation or Organization No. <u>3557329</u>
614 816-6991                      KASEY@GOTRSD.ORG <small>Telephone Number                      E-mail Address</small>	Federal Employer ID No. <u>20-3588183</u>

**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)  
Make Check Payable to Department of Justice**

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A – ACTIVITIES**

For your most recent full accounting period (beginning 7/01/19 ending 6/30/20) list:

Gross Annual Revenue \$ <u>352,004.</u>	Noncash Contributions \$ <u>0.</u>	Total Assets \$ <u>280,056.</u>
Program Expenses \$ <u>229,676.</u>	Total Expenses \$ <u>320,307.</u>	

**PART B – STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

**Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.**

	Yes	No
1 During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2 During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 During this reporting period, were any organization funds used to pay any penalty, fine or judgment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 During this reporting period, did the organization receive any governmental funding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 During this reporting period, did the organization hold a raffle for charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Does the organization conduct a vehicle donation program?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.**

	KASEY MACNAIR	EXECUTIVE DIRECTOR	
Signature of Authorized Agent	Printed Name	Title	Date

Date Accepted \_\_\_\_\_

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR

# California e-file Return Authorization for Exempt Organizations

FORM

8453-EO

Exempt Organization name

GIRLS ON THE RUN OF SAN DIEGO

Identifying number

20-3588183

## Part I Electronic Return Information (whole dollars only)

1	Total gross receipts (Form 199, line 4)	1	352,004.
2	Total gross income (Form 199, line 8)	2	352,004.
3	Total expenses and disbursements (Form 199, Line 9)	3	320,307.

## Part II Settle Your Account Electronically for Taxable Year 2019

4  Electronic funds withdrawal    4a Amount \_\_\_\_\_    4b Withdrawal date (mm/dd/yyyy) \_\_\_\_\_

## Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number \_\_\_\_\_  
6 Account number \_\_\_\_\_    7 Type of account:  Checking     Savings

## Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2019 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here

Signature of officer

Date

EXECUTIVE DIRECTOR  
Title

## Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer. See instructions.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2019 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign

ERO's signature	▶ ROBERT BALES	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN
Firm's name (or yours if self-employed) and address	▶ ATTOLERO, LLC 2105 WATER RIDGE PARKWAY, SUITE 570 CHARLOTTE				Firm's FEIN 81-5169849 ZIP code NC 28217

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Must Sign

Paid preparer's signature	▶	Date	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN
Firm's name (or yours if self-employed) and address	▶			Firm's FEIN ZIP code

For Privacy Notice, get FTB 1131 ENG/SP.

FTB 8453-EO 2019

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Girls on the Run San Diego	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Non-profit</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. P.O. Box 232	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Poway, CA 92074	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
2	0		3	5	8	8	1	8	3

## Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 5-24-21
------------------	----------------------------	----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: ALISCIENCE FOLKLORIC ACADEMY  
 Mailing Address: 3629 9TH ST.  
 City SAN MARCOS State CA Zip 92078  
 Contact Person: ELBA MONTES  
 Daytime Phone: 760-613-2059  
 Evening Phone: 760-613-2059  
 Email address: elbaadriana1230@gmail.com

1. W-9 must be attached  
 Summary of organization's budget must be attached  
 Proposed program budget must be attached  
 Financial and Tax Statements (see Application Guidelines) must be attached
  
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
  
3. Has your organization received financial assistance from the City before?  
 Yes  No   
 If yes, what activities and which fiscal year? FOLKLORIC CLASS  
FY 2020-2020
  
4. Amount requested for FY 2021-22 \$ \$5,000.00
  
5. Proposed Total Program Costs: \$ \$7,000.00  
 (Includes all estimated costs to conduct proposed activity/program.)
  
6. Title of Proposed Program/Service: FOLKLORIC CLASS, MUSIC AND ART
  
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
WILL BUY, SHOES FOR STUDENTS, MUSIC SYSTEM  
ACCESSORIES, RENT, INSURANCE, LAPTOP FOR MUSIC.



(Attach extra sheet, if necessary.)

8. Estimated number of S.B. residents to be served by proposed program: FROM 26 - 50

9. Program Dates/Location:

MONDAY AND SATURDAY  
LACOLONIA PARK

10. Anticipated Program Objectives or Accomplishments:

PERFORM IN SOLANA EVENTS LIKE, DIA DE MUERTOS

11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?

KEEPING KIDS OUT OF STREETS, GANGS, DRUGS  
AND PROBLEMS.  
HELP THE FAMILIES KEEPING SAFE THE KIDS.

12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?

NO

13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?

NO VOLUNTEERS

14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?

WE CAN MOVE FORWARD BUT LIMITED ACCESS  
TO THE KIDS AND FAMILIES

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*



\_\_\_\_\_  
**Authorized Signature of Organization**

5/24/21

\_\_\_\_\_  
**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

5-24-2021

To who may concern

The follow is the program we have proposed for the year 2021-2022.

We will teach new states of the folklore, Guanajuato, Tijuana, Nayarit, Guerrero to complement the rest of the states we are performing already; we want the kids to have knowledge of the Mexican culture and traditions, we are teaching how to do piñatas and figures of paper, we are preparing to perform in different events around the city of Solana beach, where the kids can demonstrate what they learn and invite more kids to join the group.

The cost of each custom varies between \$100.00 - \$250.00 depends of the part where we ordered.

The hats cost is of \$60.00 - \$150.00

Shoes for dance the cost is from \$70.00--\$120.00

Rebosos the cost is \$10.00 – \$50.00

The braids cost \$30.00 - \$60.00

We have right now 20 girls and 5 boys

5 adults performing in the group and we need to have customs for everyone.

Thank you.

Elba Montes

JALISCIENCE FOLKLORIC ACADEMY

BUDGET 2021-2022

ITEM	DESCRIPTION	COST
CLASS ROOM RENT	FEE OF THE CLASS ROOM IN LA COLONIA EDEN GARDEN PARK	\$950.00
PHOTO COPIES	WE NEED TO PRINT FLYER TO PROMOTE THE GROUP AND GET MORE KIDS	\$250.00
PRACTICE SKIRT	THE PRACTICE SKIRT FOR THE GIRLS TO PRACTICE MOVEMENT	\$500.00
CUSTOMS	WE NEED CUSTOMS FOR THE DIFERENT STATES WE ARE GOING TO TEACH AND PERFORM AT DIFFERENT EVENTS	\$3,000.00
ACCESSORIES	NEED BOWS, EARRINGS, REBOSOS, BANDANAS, AND HATS, MISCELLANEOUS.	\$358.00
INSURANCE	PAY INSURANCE FOR TO KEEP THE CLASS ROOM	\$692.00
LAPTOP	STORAGE MUSIC, PICTURES, DOCUMENTS OF THE GROUP.	\$850.00
SHOES FOR KIDS	NEW SHOES FOR KIDS FOR THE PERFORMS.	\$400.00
TOTAL		\$7,000.00

# AGUILERAS BOOKKEEPING

610 S MELROSE DR  
Vista, CA 92081  
roberto@aguilerasbookkeeping.com  
Phone: (760)630-2256 | Fax: (760)630-2893

April 18, 2021

Jaliscience Folkloric Academy  
3629 9th St  
San Marcos, CA 92078

Your privacy is important to us. Read the following privacy policy.

We collect nonpublic personal information about you from various sources, including:

- \* Interviews regarding your tax situation
- \* Applications, organizers, or other documents that supply such information as your name, address, telephone number, Social Security Number, number of dependents, income, and other tax-related data
- \* Tax-related documents you provide that are required for processing tax returns, such as Forms W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions

We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as requested by our clients or as required by law.

We restrict access to personal information concerning you, except to our employees who need such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.

If you have any questions about our privacy policy, contact our office at (760)630-2256.

Sincerely,

Melecio S Salas  
AGUILERAS BOOKKEEPING



Part II Balance Sheets (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

Table with 3 columns: Description, (A) Beginning of year, (B) End of year. Rows include Cash, savings, and investments; Land and buildings; Other assets; Total assets; Total liabilities; Net assets or fund balances.

Part III Statement of Program Service Accomplishments (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? TEACH CHILDREN MEXICAN CULTURE

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

Table with 3 columns: Description, Line number, Expenses. Rows include 21 CHILDREN AND THEIR PARENTS ARE ENROLLED IN ART, DANCE AND CULTURE; 28a; 29a; 30a; 31a; 32 Total program service expenses.

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated - see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

Table with 5 columns: (a) Name and title, (b) Average hours per week devoted to position, (c) Reportable compensation, (d) Health benefits, contributions to employee benefit plans, and deferred compensation, (e) Estimated amount of other compensation. Rows include MARISELA VALENCIA, OFFICER SECRETARY; AZUCENA HERNANDEZ LOPEZ, OFFICER VICE-PRESIDENT; ELBA MONTES, OFFICER PRESIDENT.

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 33 through 45b regarding organizational activities, financials, and compliance.



46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . . 46 Yes No X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47 - 49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . .

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . . 47 Yes No X

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . . 48 X

49a Did the organization make any transfers to an exempt non-charitable related organization? . . . . . 49a X

b If "Yes," was the related organization a section 527 organization? . . . . . 49b

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 5 columns: (a) Name and title of each employee, (b) Average hours per week devoted to position, (c) Reportable compensation (Forms W-2/1099-MISC), (d) Health benefits, contributions to employee benefit plans, and deferred compensation, (e) Estimated amount of other compensation. Row 1 contains 'NONE'.

f Total number of other employees paid over \$100,000 . . . . .

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 3 columns: (a) Name and business address of each independent contractor, (b) Type of service, (c) Compensation. Row 1 contains 'NONE'.

d Total number of other independent contractors each receiving over \$100,000 . . . . .

52 Did the organization complete Schedule A? Note: All section 501(c)(3) organizations must attach a completed Schedule A . . . . . X Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here VICTOR MONTES, OFFICER Signature of officer 04-18-2021 Date VICTOR MONTES, OFFICER, TREASURER Type or print name and title

Paid Preparer Use Only Print/Type preparer's name MELECIO S SALAS Preparer's signature MELECIO S SALAS Date 04-18-2021 Check X if self-employed PTIN P00790794 Firm's name AGUILERAS BOOKKEEPING Firm's address 610 S MELROSE DR Vista CA 92081 Firm's EIN Phone no. 760-630-2256

May the IRS discuss this return with the preparer shown above? See instructions . . . . . X Yes No

**SCHEDULE A**  
(Form 990 or 990-EZ)

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2020**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization

WISCIENCE FOLKLORIC ACADEMY

Employer identification number

83-3577492

**Part I Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations . . . . .
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .				24,058	2,000	26,058
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
3 The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
4 <b>Total.</b> Add lines 1 through 3 . . . . .				24,058	2,000	26,058
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . . . .						
6 <b>Public support.</b> Subtract line 5 from line 4						26,058

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4 . . . . .				24,058	2,000	26,058
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						
9 Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
11 <b>Total support.</b> Add lines 7 through 10 . . . . .						26,058
12 Gross receipts from related activities, etc. (see instructions) . . . . .					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . . ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f)) . . . . .	14	100.00 %
15 Public support percentage from 2019 Schedule A, Part II, line 14 . . . . .	15	%
16a <b>33 1/3% support test - 2020.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . . ▶ <input checked="" type="checkbox"/>		
<b>b 33 1/3% support test - 2019.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
17a <b>10%-facts-and-circumstances test - 2020.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
<b>b 10%-facts-and-circumstances test - 2019.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business under section 513; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total. Add lines 1 through 5; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons; 7c Add lines 7a and 7b; 8 Public support. (Subtract line 7c from line 6.)

Section B. Total Support

Table with 7 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 10b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities not included in line 10b; 12 Other income. Do not include gain or loss from the sale of capital assets; 13 Total support. (Add lines 9, 10c, 11, and 12.)

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

Table with 3 columns: Description, Value, Percentage. Row 15: Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f)) - 15 - %; Row 16: Public support percentage from 2019 Schedule A, Part III, line 15 - 16 - %

Section D. Computation of Investment Income Percentage

Table with 3 columns: Description, Value, Percentage. Row 17: Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f)) - 17 - %; Row 18: Investment income percentage from 2019 Schedule A, Part III, line 17 - 18 - %

19a 33 1/3% support tests - 2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*
  - b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*
  - c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer lines 4b and 4c below.*
  - b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*
  - c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*
  - b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
  - c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*
  - b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*
  - c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*
- 10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*
  - b Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		

**Part IV Supporting Organizations** (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described in line 11a above?		
c A 35% controlled entity of a person described in 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in <b>Part VI</b> .		

**Section B. Type I Supporting Organizations**

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in <b>Part VI</b> how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

**Section C. Type II Supporting Organizations**

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

**Section D. All Type III Supporting Organizations**

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.		

**Section E. Type III Functionally Integrated Supporting Organizations**

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a government entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in <b>Part VI</b> identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in <b>Part VI</b> .		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7  Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

**Part V** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4 Amounts paid to acquire exempt-use assets	4
5 Qualified set-aside amounts (prior IRS approval required) - provide details in Part VI	5
6 Other distributions (describe in Part VI). See instructions.	6
7 <b>Total annual distributions.</b> Add lines 1 through 6.	7
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9 Distributable amount for 2020 from Section C, line 6	9
10 Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required - explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015 . . . . .			
b From 2016 . . . . .			
c From 2017 . . . . .			
d From 2018 . . . . .			
e From 2019 . . . . .			
f <b>Total</b> of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 <b>Excess distributions carryover to 2021.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016 . . . .			
b Excess from 2017 . . . .			
c Excess from 2018 . . . .			
d Excess from 2019 . . . .			
e Excess from 2020 . . . .			



IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2020, or fiscal year beginning and ending

Do not send to the IRS. Keep for your records.

2020

Go to www.irs.gov/Form8879EO for the latest information.

Department of the Treasury Internal Revenue Service

Name of exempt organization or person subject to tax

Taxpayer identification number

JALISCIENCE FOLKLORIC ACADEMY

83-3577492

Name and title of officer or person subject to tax

VICTOR MONTES, OFFICER, TREASURER

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

Table with 2 columns: Line number and description, and Amount. Includes rows for Form 990, Form 990-EZ, Form 1120-POL, Form 990-PF, Form 8868, Form 990-T, and Form 4720.

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above organization or I am a person subject to tax with respect to (name of organization), (EIN) and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize ERO firm name to enter my PIN as my signature. Enter five numbers, but do not enter all zeros.

on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

18702

Signature of officer or person subject to tax

Date 04-18-2021

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

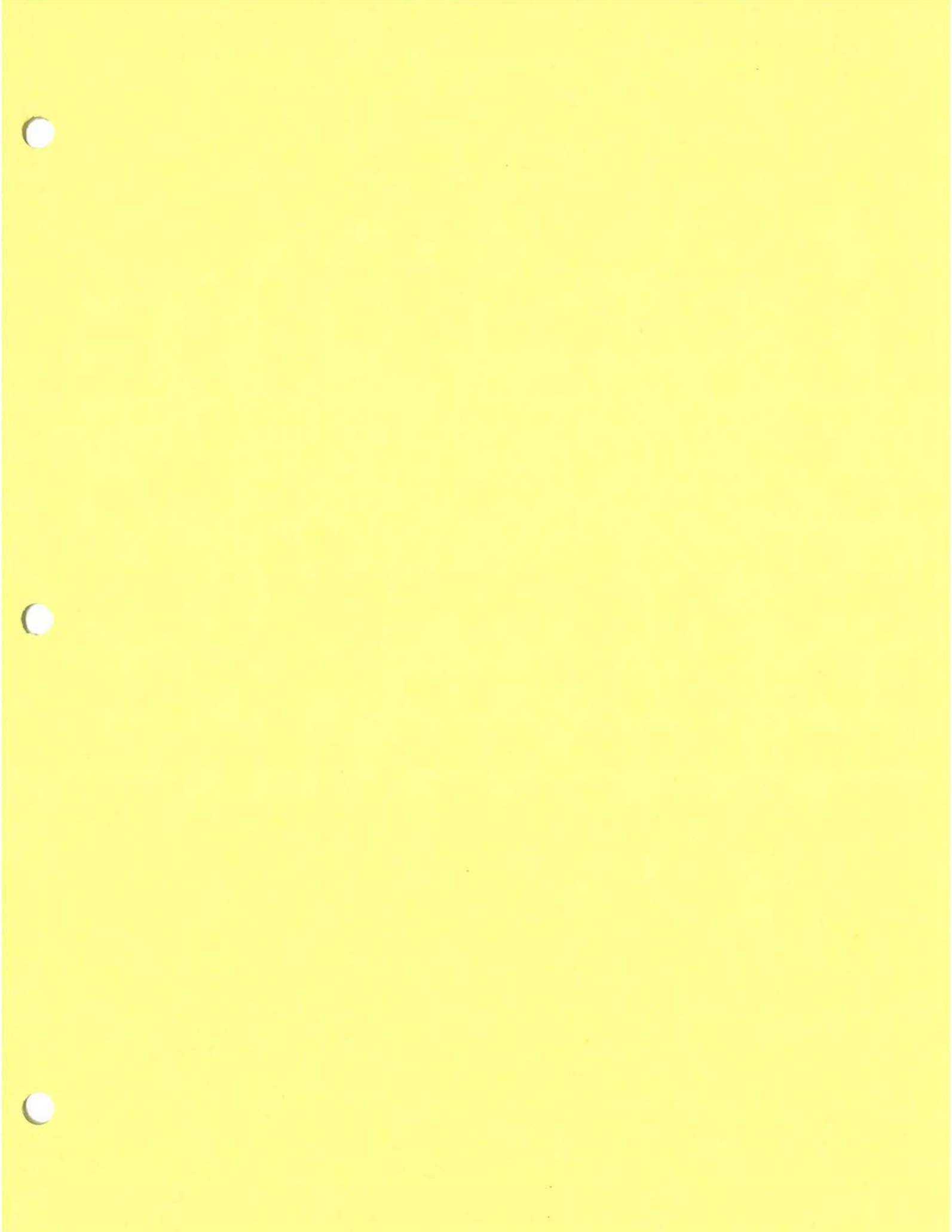
307339 06122 Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature MELECIO SALAS

Date 04-18-2021

ERO Must Retain This Form - See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So



**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-2022  
APPLICATION**

**Name of Organization:** *La Colonia Community Foundation, Inc.*

**Mailing Address:** *816 Juanita Street*

**City:** *Solana Beach* **State:** *California* **ZIP:** *92075*

**Contact Persons:** *Priscilla Rojo, Lisa Montes*

**Daytime Phone:** *760-650-6491, 858-519-6645,*

**Evening Phone:** *same same*

**Email address:** *lacoloniacommunityandpriscilla@gmail.com, lacoloniacommunityandlisa@gmail.com*

**1. W-9 must be attached**

**Summary of organization's budget must be attached**

**Proposed program budget must be attached**

**Financial Statements (see Application Guidelines) must be attached**

**2. A copy of the certification Nonprofit Corporation must be attached**

**OR, California Non-profit 501(C)3 Certificate Number:** *83-2489325*

**3. Has your organization received financial assistance from the City before? YES**

**4. Amount requested FY 2021-22: \$5,000.00**

**5. Proposed Total Program Costs: (Includes all estimated costs to conduct proposed activity/program.)\$5,560.00**

**6. Title of Proposed Program/Service:** *Latino Youth Empowerment Conference & Career Expo*

**7. Grant funds must be used for services or materials directly associated with proposed activity. Please describe how the funds will be used:.**

*We anticipate spending \$480 for marketing and printing of our flyers, conference program, and workshop materials. Our opening and closing keynote speakers will cost us \$400 each for a total of \$800. The cost of food for the conference will be our greatest expense costing us*

approximately \$1,500.00 for continental breakfast and lunch. We will need to rent items tents, audio visual equipment, and tablecloths and we anticipate it to cost us \$800.00. Our conference supplies will cost us \$700.00 and this will include presentation office supplies, such as expo markers, large poster sized post it sheets, and career expo supplies for our presenters, and certificate supplies for our student attendees and volunteers. Each student participant will receive a Latino Youth Empowerment and Career Expo conference t-shirt to proudly wear in the community and at school with the City of Solana Beach logo proudly displayed. The total expected cost of the conference is \$5,660.00

**SBC&HS GRANT APPLICATION for 2019-2020 - Page 2**

**8. Estimated number of S.B. residents to be served by proposed program:** 75 middle and high school students and their parents for a total of 150 individuals.

**9. Program Dates/Location: 10. Anticipated Program Objectives or Accomplishments:**

Saturday, May 7, 2022- La Colonia Community Center and Park

*Objectives:*

*To encourage Latino youth to explore careers and to begin preparing for either a vocational or college education.*

*To educate parents about higher education for their youth and the importance of preparing now.*

*Demystify the college financial aid and scholarship process.*

**11. How will the organization acknowledge the City's financial contribution to the community/beneficiaries of the proposed activity?**

*We will proudly display the City of Solana Beach's logo on all conference marketing material, as well as the conference t-shirts and will acknowledge the City as our sponsor at the opening session of the conference.*

**12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?**

*We will apply for a Coastal Community foundation grant to cover the remaining conference expenses.*

**13. Will volunteers be used for the proposed program or service, and if so, will they reduce expenses? SBC&HS GRANT APPLICATION for 2021-22 - Page 3**

*Yes, due to the fact that the conference is volunteer based and run, this has allowed for us to reduce our cost to \$5660. All workshop presenters and career expo exhibitors are professionals from our community who will volunteer their time to share their careers with student participants and parents.*

**14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward? If we receive only a portion of our requested funds, we will move forward with the conference and career expo, but will need to scale back our costs.**

**Thank you for the opportunity to apply for this Grant!**

*Biscella Rojas 5-24-2021*

**La Colonia Community Foundation  
Proposed Program Budget for Youth  
Empowerment Conference  
2021-22**

<b>Marketing and Printing</b>	<b>\$460</b>
<b>Keynote Speaker Honorarium 2 x \$400</b>	<b>\$800</b>
<b>Food</b>	<b>\$1500</b>
<b>Rentals</b>	<b>\$800</b>
<b>Supplies</b>	<b>\$700</b>
<b>Conference T-shirts</b>	<b>\$1400</b>
<b>Total</b>	<b>\$5660</b>

**Conference Supplies**

**Total**



**Treasurer's Report**

LA COLONIA COMMUNITY FOUNDATION  
 General Membership Meeting  
 For the period July 1st, 2020 to June 30th, 2021

**Income**

**Contributions, Gifts and Grants**

Corporate Donations	\$250.00
Individual Donations	\$175.00

**Fundraising (Ways and Means)**

RESTRICTED FUNDS	\$23,704.29
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<b>Total Income</b>		<b>\$24,129.29</b>
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**Expenditures**

**Administrative and Operations**

Insurance	\$325.00
Postage	\$52.63
Bank Fees	\$30.00
GENERAL & ADMINISTRATIVE	-\$110.92
Office Supplies	-\$12.58

**Fundraising (Ways and Means)**

RESTRICTED FUNDS	\$10,408.89
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**Programs**

DIA DE LOS MUERTOS	\$540.00
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<b>Total Expenditures</b>		<b>\$11,233.02</b>
		<b>\$12,896.27</b>

<b>Opening balance as of July 1st, 2020:</b>	<b>\$13,347.61</b>
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<b>Balance on hand as of June 30th, 2021:</b>	<b>\$26,243.88</b>
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<b>LA COLONIA COMMUNITY FOUNDATION</b>	<b>\$26,243.88</b>
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\_\_\_\_\_  
 Treasurer's Signature

Date of this notice: 11-09-2018

Employer Identification Number:  
83-2489325

Form: SS-4

Number of this notice: CP 575 E

LA COLONIA COMMUNITY FOUNDATION  
1092 GOLDEN RD  
ENCINITAS, CA 92024

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2489325. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit [www.irs.gov/charities](http://www.irs.gov/charities).



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>La Colonia Community Foundation, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>816 Juanita Street</b></p> <p><b>6</b> City, state, and ZIP code <b>Solana Beach, CA 92075</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
8	3	-	2	4	8	9	3	2	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Biscolla Rgy</i>	Date ▶ <i>5-24-2021</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: Nature Collective  
Mailing Address: P.O. Box 230634  
City Encinitas State CA Zip 92023  
Contact Person: Elayna Flanders  
Daytime Phone: 858-704-4550  
Evening Phone: 858-704-4550  
Email address: elayna@thenaturecollective.org

1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before?  
Yes  No   
If yes, what activities and which fiscal year? Open space for all at Harbaugh Seaside Trails  
FY 2020-21
4. Amount requested for FY 2021-22 \$ 5,000
5. Proposed Total Program Costs: \$ 9,830  
(Includes all estimated costs to conduct proposed activity/program.)
6. Title of Proposed Program/Service: Volunteer Ambassador Program at Annie's Canyon Trail
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
Funds are to be used to support the Volunteer Ambassador Program at Annie's Canyon Trail in Solana Beach. The Rios Avenue Trail, which leads to the ever-popular Annie's Canyon Trail is a high use trail, especially on the weekends. This pilot program utilizes a group of trained volunteers to greet visitors from 9-11 am on Saturday and Sunday mornings. These dedicated volunteers help answer questions about easy-to-spot plants and animals that guests might encounter along the trail and provide information about the important role this State Marine Conservation Area plays in protecting the diversity and abundance of marine life. In addition, volunteers will encourage visitors to keep Solana Beach beautiful and clean by picking up trash and staying on the trail.

8. Estimated number of S.B. residents to be served by proposed program: 4,500

9. Program Dates/Location: Saturday and Sunday mornings 9-11 am

10. Anticipated Program Objectives or Accomplishments:

The Volunteer Ambassador Program aims to provide public outreach and education to Solana Beach residents visiting Annie's Canyon Trail in Solana Beach. Nature Collective will recruit, train and retain volunteer ambassadors. By increasing the number of trained Volunteer Ambassadors, we will be able to provide outreach and engagement every weekend and all major holidays. We recognize the importance of training and retaining passionate volunteers to share their love nature with others. Sadly, many nonprofit organizations struggle to find adequate time and funding to dedicate to a volunteer program. Realizing this, Nature Collective has invested in adding a dedicated Volunteer Director to our staff. This director recruits, manages, creates curriculum and provides recognition to all of our dedicated volunteers. A minimum of 30 volunteers will participate in year-round training to ensure outreach events are implemented and covered. These volunteers will be trained to educate the public on ways to respect nature by staying on the trail, not littering and picking up trash when you see it.

11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?

Nature Collective will acknowledge the City's financial contribution through promotional social media posts highlighting the contributions made.

12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?

Yes, Nature Collective and funding through the Ocean Protection Council will provide matching funds. This grant will not enable other funding sources.

13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?

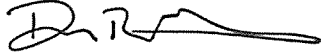
Nature Collective staff will train Volunteers Ambassadors to engage the public at Annie's Canyon Trail on weekends therefore reducing expenses that would otherwise incur from paying staff members.

14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?

Yes, but in a reduced impact and with a longer time line as we seek additional funding sources to meet our total program costs. We currently partner with the California Department of Fish and Wildlife, WILDCOAST, City of Encinitas, San Diego County Parks and Recreation, Wildlife Conservation Board, California State Parks, the California Coastal Commission, and the Ocean Protection Council. As the program grows these partnerships strengthen. With successful programs and increased partnerships, organizations work together to ensure programs continue after specific grant funding is no longer available. Invested organizations do not want the initial time investment to be lost after funding has run out. This provides a strong incentive to build sustainable programing from the beginning.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*



05.25.2021

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**Authorized Signature of Organization**

---

**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

NATURE COLLECTIVE  
 BUDGET SUMMARY  
 1/1/2021 - 12/31/2021

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
<b>Expenses</b>													
Administration	18,569	18,389	24,691	21,295	24,446	9,665	9,887	9,692	9,654	9,877	12,154	10,907	179,227
Development	7,624	11,468	7,697	7,237	7,337	7,237	7,282	7,320	7,652	7,237	7,337	7,237	92,663
Outreach	17,632	16,620	17,108	17,973	17,508	17,208	16,958	16,665	17,258	16,658	16,658	16,658	204,906
Education	32,833	21,107	17,860	15,529	15,968	16,232	16,129	15,881	17,798	17,181	22,734	20,057	229,308
Operations	17,206	24,258	21,278	16,390	16,419	16,383	16,383	16,389	16,383	16,481	17,544	17,377	212,491
Habitat Management	88,567	145,663	90,386	109,054	69,609	95,596	156,229	93,149	71,817	104,555	97,033	189,320	1,310,976
San Elijo Lagoon Restoration	165,978	165,958	167,202	165,937	165,919	166,122	165,906	165,922	165,909	171,750	165,980	166,121	1,998,704
Strawberry Fields	6,083	6,083	6,083	6,083	6,083	6,083	6,083	6,083	6,083	6,083	6,083	6,083	73,000
<b>Total Expenses</b>	<b>354,492</b>	<b>409,546</b>	<b>352,304</b>	<b>359,497</b>	<b>323,288</b>	<b>334,526</b>	<b>394,857</b>	<b>331,101</b>	<b>312,555</b>	<b>349,822</b>	<b>345,523</b>	<b>433,760</b>	<b>4,301,276</b>
<b>Revenue</b>													
Fee For Service	9,912	6,000	6,000	6,000	6,000	6,000	9,912	6,000	6,900	8,200	8,200	9,504	91,129
Program Revenue	409,964	291,883	291,883	291,883	291,883	291,883	314,814	291,883	291,883	291,883	291,883	299,527	3,651,248
Support Services Revenue	40,226	40,226	40,226	40,226	40,226	40,226	40,226	40,226	40,326	40,476	40,476	40,476	483,563
<b>Total Revenue</b>	<b>460,103</b>	<b>338,109</b>	<b>338,109</b>	<b>338,109</b>	<b>338,109</b>	<b>338,109</b>	<b>364,953</b>	<b>338,109</b>	<b>339,109</b>	<b>340,559</b>	<b>340,559</b>	<b>349,507</b>	<b>4,225,939</b>
<b>Overage (Shortfall)</b>	<b>105,610</b>	<b>(71,438)</b>	<b>(14,195)</b>	<b>(21,389)</b>	<b>14,821</b>	<b>3,583</b>	<b>(29,905)</b>	<b>7,008</b>	<b>26,554</b>	<b>(9,263)</b>	<b>(4,965)</b>	<b>(84,253)</b>	<b>(77,832)</b>

**Project Budget**

<b>Item Name</b>	<b>Grant Request</b>	<b>Matching Funds</b>	<b>Total Project Cost</b>
Storage containers	\$ 260	\$ 190	\$ 450
Small tables	\$ 120	\$ 60	\$ 180
Tablecloths	\$ 125	\$ 125	\$ 250
Printing, handbooks, flyers, stickers	\$ 1,000	\$ 510	\$ 1,510
Pens	\$ 400	\$ -	\$ 400
Brochure Holders	\$ 150	\$ -	\$ 150
Field Flags	\$ 225	\$ 225	\$ 450
Tent	\$ -	\$ 500	\$ 500
Misc Meeting/Training Expenses	\$ 1,720	\$ 720	\$ 2,440
Volunteer Snacks	\$ 500	\$ -	\$ 500
Annual Volunteer Award Ceremony	\$ -	\$ 1,000	\$ 1,000
30 Volunteer Ambassador Uniforms (backpacks, hats, vests, pins, patches)	\$ -	\$ 1,000	\$ 1,000
Non Profit Soluntions Volunteer Management Training	\$ 500	\$ 500	\$ 1,000
<b>Total</b>	<b>\$ 5,000</b>	<b>\$ 4,830</b>	<b>\$ 9,830</b>

# Nature Collective

Financial Statements

Year Ended December 31, 2019







**Table of Contents**

Page

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Independent Auditors' Report	1
Financial Statements:	
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements	6



**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
Nature Collective

We have audited the accompanying financial statements of Nature Collective (a nonprofit organization), which comprise the statement of financial position as of December 31, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal controls. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nature Collective as of December 31, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Emphasis-of-Matter Regarding a Change in Accounting Principles**

As discussed in Note 1 to the financial statements, in 2019, Nature Collective adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (ASC Topic 606)*, and ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (ASC Topic 958)*. Our opinion is not modified with respect to these matters.

*Aldrich CPAs + Advisors LLP*

San Diego, California  
September 1, 2020

**NATURE COLLECTIVE**  
**Statement of Financial Position**  
December 31, 2019

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**ASSETS**

Current Assets:

Cash	\$	668,459
Grants receivable, net of allowance		2,687,356
Prepaid expenses and other current assets		2,767
Short-term investments		<u>1,257,207</u>

Total Current Assets 4,615,789

Non-Current Assets:

Long-term investments		1,762,271
Beneficial interests in assets		2,707,981
Other assets		19,660
Property and equipment, net of accumulated depreciation		<u>5,317,864</u>

Total Non-Current Assets 9,807,776

Total Assets \$ 14,423,565

**LIABILITIES AND NET ASSETS**

Current Liabilities:

Accounts payable	\$	1,950,133
Accrued expenses		54,517
Deferred revenue		<u>68,362</u>

Total Current Liabilities 2,073,012

Net Assets:

Without donor restrictions		10,377,447
With donor restrictions		<u>1,973,106</u>

Total Net Assets 12,350,553

Total Liabilities and Net Assets \$ 14,423,565

**NATURE COLLECTIVE****Statement of Activities**

Year Ended December 31, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenue and Support:			
Government grants	\$ 4,842,518	\$ -	\$ 4,842,518
Contributions	1,154,840	664,240	1,819,080
Investment gain	427,870	215,658	643,528
Change in value of beneficial interests in assets Released from restriction	76,648	-	76,648
	<u>754,301</u>	<u>(754,301)</u>	<u>-</u>
Total Revenue and Support	7,256,177	125,597	7,381,774
Operating Expenses:			
Program services:			
Lagoon restoration	4,414,284	-	4,414,284
Habitat restoration	1,144,309	-	1,144,309
Education	224,754	-	224,754
Supporting services:			
Management and general	408,968	-	408,968
Fundraising	<u>300,167</u>	<u>-</u>	<u>300,167</u>
Total Expenses	<u>6,492,482</u>	<u>-</u>	<u>6,492,482</u>
Change in Net Assets	763,695	125,597	889,292
Net Assets, beginning	<u>9,613,752</u>	<u>1,847,509</u>	<u>11,461,261</u>
Net Assets, ending	<u>\$ 10,377,447</u>	<u>\$ 1,973,106</u>	<u>\$ 12,350,553</u>

**NATURE COLLECTIVE**  
**Statement of Functional Expenses**  
Year Ended December 31, 2019

	Programs Services			Supporting Services		Total
	Lagoon Restoration	Habitat Restoration	Education	Management and General	Fundraising	
Contract services	\$ 3,947,043	\$ 798,770	\$ 1,440	\$ 14,187	\$ 29,791	\$ 4,791,231
Salaries and related expenses	412,216	209,232	182,606	189,403	150,085	1,143,542
Community events	400	20,265	29,961	2,171	64,898	117,695
Rent	-	-	-	113,341	-	113,341
Supplies	24,032	40,496	4,569	3,778	14,183	87,058
Marketing	4,416	6,660	567	117	28,943	40,703
Bad debt	-	36,186	-	-	-	36,186
Miscellaneous	3,280	10,125	3,858	10,624	7,820	35,707
Equipment	8,522	10,312	-	8,112	636	27,582
Insurance	-	-	-	21,262	-	21,262
Utilities	5,213	2,345	-	7,373	-	14,931
Accounting	1,500	-	-	12,000	-	13,500
Depreciation	-	-	-	11,747	-	11,747
Telephone	200	624	60	10,099	429	11,412
Taxes	7,283	2,132	-	1,059	355	10,829
Travel	-	5,758	1,693	472	-	7,923
Legal	-	117	-	3,082	3,027	6,226
Automotive	179	1,287	-	141	-	1,607
<b>Total Expenses</b>	<b>\$ 4,414,284</b>	<b>\$ 1,144,309</b>	<b>\$ 224,754</b>	<b>\$ 408,968</b>	<b>\$ 300,167</b>	<b>\$ 6,492,482</b>

## NATURE COLLECTIVE

### Statement of Cash Flows

Year Ended December 31, 2019

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#### Cash Flows from Operating Activities:

Change in net assets	\$ 889,292
Adjustments to reconcile change in net assets to net cash used by operating activities:	
Net realized and unrealized gains on investments	(363,833)
Change in value of beneficial interests in assets	(395,600)
Depreciation	11,747
Changes in operating assets and liabilities:	
Grants receivable	(839,830)
Prepaid expenses and other current assets	10,991
Prepaid rent	(1,846)
Accounts payable	485,792
Accrued expenses	(10,714)
Deferred revenue	(68,689)

Net Cash Used by Operating Activities (282,690)

#### Cash Flows from Investing Activities:

Purchases of investments	(103,494)
Proceeds on sales of investments	140,578

Net Cash Provided by Investing Activities 37,084

Net Decrease in Cash (245,606)

Cash, beginning 914,065

Cash, ending \$ 668,459

**Note 1 – Organization and Summary of Significant Accounting Policies**

Nature of Activities

Nature Collective (Organization) is a tax-exempt organization formed in 1987 with the mission to preserve, protect, and enhance the natural resources of the San Elijo Lagoon Ecological Reserve and its watershed. The Organization raises funds through membership dues and solicitation of private donations and public and private grants. Funds are used to support projects that directly benefit the health of the lagoon and watershed or upgrade services available to visitors. The Organization is one of San Diego County's largest coastal wetlands covering approximately 1,000 acres of diverse habitat composed of six distinct plant communities.

New Accounting Pronouncement

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This standard update, along with related subsequently issued updates, clarifies the principles for recognizing revenue and develops a common revenue standard under accounting principles generally accepted in the United States of America (US GAAP). During the year ended December 31, 2019, the Organization adopted ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*.

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958)*. This standard update, along with related subsequently issued updates, clarifies and improves the scope and the accounting guidance for contributions received and contributions made under US GAAP. During the year ended December 31, 2019, the Organization adopted ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958)*.

Financial Statement Presentation

The financial statements of the Organization have been prepared in accordance with US GAAP, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Grants Receivable

Grants receivable arise in the normal course of business. It is the policy of management to review the outstanding grants receivable at year-end, as well as the bad debt write-offs experienced in the past, and establish an allowance for doubtful accounts for uncollectible amounts. At December 31, 2019, management had determined that grants receivable were fully collectible; therefore no allowance for doubtful accounts was considered necessary.

**Note 1 – Organization and Summary of Significant Accounting Policies, continued**

Investments

The Organization carries investments in marketable securities with readily determinable fair values and investments in debt securities at fair values in the statement of financial position. Investments acquired by gift are recorded at their fair market value at the date of the gift. Realized and unrealized gains and losses are included in the changes in net assets in the statement of activities.

Beneficial Interest in Assets

The Organization has transferred assets to the Rancho Santa Fe Foundation (RSFF) for the benefit of the Organization. The Organization has granted RSFF variance power which gives RSFF's Board of Directors the power to use the funds for other purposes in certain circumstances, however the Organization is named as the beneficiary of these funds. The Organization reports the fair value of the beneficial interest in assets held at RSFF in the statement of financial position and reports distributions received as investment income. Changes in the value of the funds are reported as gains or losses in the statement of activities.

Fair Value Measurements

Accounting standards provide the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels are defined as follows:

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the same term of the financial instrument.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

As a practical expedient, certain financial instruments may be valued using net asset value (NAV) per share. NAV is the amount of net assets attributable to each share of outstanding capital stock at the end of the period.

The carrying value of cash, receivables, and payables approximates fair values as of December 31, 2019, due to the relative short maturities of these instruments.

Property and Equipment

The Organization capitalizes all expenditures for property and equipment in excess of \$1,000. Equipment and improvements are recorded at cost or at estimated fair value at date of gift if donated. Expenditures for maintenance and repairs are charged against operations. Depreciation is provided on a straight-line basis over the estimated useful lives of the assets of five years.

Donated Materials and Salaries

The Organization receives donated materials from various individuals and organizations. In-kind contributions of these materials that do not meet the criteria for capitalization are recorded at estimated fair market value as support and expense in the period in which the materials are contributed. Many individuals volunteer their time and perform a variety of tasks that assist the Organization with various programs. These services do not meet the criteria for recognition as a contribution, and are not reflected in the financial statements. The fair market value of contributed professional services is reported as support and expense in the period in which the services are performed.



**Note 1 – Organization and Summary of Significant Accounting Policies, continued**

Income Taxes

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and from California franchise and income tax under section 23701(d) of the Revenue and Taxation code. The Organization may be subject to tax on income which is not related to its exempt purpose. For the year ended December 31, 2019, no such unrelated business taxable income was reported and, therefore, no provision for income taxes has been made. The Organization is not a private foundation.

The Organization recognizes accrued interest and penalties associated with uncertain tax positions as part of the income tax provision, when applicable. There are no amounts accrued in the financial statements related to uncertain tax positions.

Functional Expense Allocations

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and benefits, contract services, marketing and administrative expenses. Salaries are allocated on the basis of time and effort and contract services and marketing and administrative expenses are broken out by accounts and can be directly charged to the appropriate function based on actual expenses.

Revenue and Support

Revenues are accounted for under Topic 606, which the Organization adopted on January 1, 2019. The new guidance was applied retrospectively to the contracts that were not completed as of the adoption date. Management has determined that there is no impact on net assets as of January 1, 2019 due to the adoption of the new policy. Management has analyzed the provisions of the FASB's ASC Topic 606, *Revenue from Contracts with Customers*, and has concluded that no changes are necessary to conform with the new standard.

Contributions and grants received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Grants and conditional promises to give – that are, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions on which they depend have been met.

Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to in net assets without donor restrictions.

Management has analyzed the provisions of the FASB's ASC Topic 958, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, and has implemented the new standard on a modified prospective basis.

**NATURE COLLECTIVE**  
**Notes to Financial Statements**  
Year Ended December 31, 2019

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**Note 1 – Organization and Summary of Significant Accounting Policies, continued**

Future Accounting Standards

The Financial Accounting Standards Board (FASB) has issued one substantial ASU which will become effective in future years.

In February 2016, the FASB issued ASU 2016-02, *Leases*. The primary change in US GAAP addressed by ASU 2016-02 is the requirement for a lessee to recognize on the statement of financial position a liability to make lease payments (“lease liability”) and a right-of-use asset representing its right to use the underlying asset for the lease term. ASU 2016-02 also requires qualitative and quantitative disclosures to enable users of the financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. ASU 2016-02 is effective for fiscal years beginning after December 15, 2020. Lessees must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, although there are optional practical expedients that entities may elect to apply. The Organization is evaluating the effect that the provisions of ASU 2016-02 will have on its financial statements and related disclosures.

Subsequent Events

The Organization has evaluated subsequent events through September 1, 2020, which is the date the financial statements were available to be issued.

Due to national and world-wide disruptions caused by COVID-19, the Organization may be adversely impacted. The Organization is making adjustments to its operations to compensate for disruptions on an ongoing basis. At this time, any financial impact of potential COVID-19 related disruptions are not known.

The Organization was notified on April 17, 2020 that its application for a loan under the Paycheck Protection Program (PPP) was approved by the Small Business Administration (SBA). The loan terms require interest at 1% per annum, due in monthly principal and interest payments that amortize the loan balance, net of any amounts forgiven, over 24 months. There are no prepayment penalties and the loan is unsecured. The Organization intends to request forgiveness for loan proceeds used to pay qualifying payroll expenses during the 24 weeks following loan disbursement. The loan forgiveness is exempt from federal income tax.

**Note 2 – Concentrations**

Cash

The Organization maintains cash accounts at various financial institutions. The balances at times may exceed Federal Deposit Insurance Corporation (FDIC) limits. Accounts at each financial institution are insured by the FDIC up to \$250,000

Revenues

The Organization relies on grant revenue to assist in funding its programs. For the year ended December 31, 2019, 65% of total revenue was derived from two sources.

**Note 3 – Grants Receivable**

Most of the Organization’s grant expenses are reimbursed by the grantor after the expense has been incurred. Grants receivable consist of the following (by source):

San Diego County agencies	\$	1,941,696
State agencies		565,127
Other		<u>180,533</u>
	\$	<u><u>2,687,356</u></u>

**NATURE COLLECTIVE**  
**Notes to Financial Statements**  
Year Ended December 31, 2019

**Note 3 – Grants Receivable, continued**

The grants receivable balances include a 10% holdback on all grant expenses, which will be paid upon the completion of the work performed as outlined in the grant agreements.

**Note 4 – Fair Value Measurements and Investments**

Beneficial interest in assets – The interest in assets held by RSFF has been valued, as a practical expedient, at the fair value of the Organization’s share of RSFF’s investment pool as of the measurement date using Net Asset Value (NAV) per share. RSFF values securities and other financial instruments on a fair value basis of accounting. The estimated fair values of certain investments of RSFF, which includes private placements and other securities for which prices are not readily available, are determined by the management of RSFF and may not reflect amounts that could be realized upon immediate sale, nor amounts that ultimately may be realized.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the RSFF believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The fair market value of investments is categorized as follows:

Description	Level 1	Level 2	Level 3	NAV	Total
Money market funds	\$ 677,920	\$ -	\$ -	\$ -	\$ 677,920
Beneficial interests in assets	-	-	-	2,707,981	2,707,981
Equity securities:					
Large cap - domestic	613,825	-	-	-	613,825
Large cap - international	224,718	-	-	-	224,718
Mid cap - domestic	9,759	-	-	-	9,759
Mid cap - international	15,486	-	-	-	15,486
Small cap - international	8,452	-	-	-	8,452
Exchange-traded funds:					
Large cap - domestic	453,828	-	-	-	453,828
Mid cap - domestic	115,203	-	-	-	115,203
Small cap - domestic	113,960	-	-	-	113,960
Fixed income:					
Government bonds - domestic	-	161,993	-	-	161,993
Corporate bonds - domestic	-	120,726	-	-	120,726
Mutual funds:					
Fixed income - domestic	503,608	-	-	-	503,608
	<u>\$ 2,736,759</u>	<u>\$ 282,719</u>	<u>\$ -</u>	<u>\$ 2,707,981</u>	<u>\$ 5,727,459</u>

The following schedule summarizes the investment return and its classification for the year:

	Without Donor Restrictions	With Donor Restrictions	Total
Interest and dividends	\$ 74,603	\$ 35,525	\$ 110,128
Investment expenses	(23,787)	(18,399)	(42,186)
Net unrealized gains	475,482	41,551	517,033
Net realized gains	(98,428)	156,981	58,553
	<u>\$ 427,870</u>	<u>\$ 215,658</u>	<u>\$ 643,528</u>

**NATURE COLLECTIVE**  
**Notes to Financial Statements**  
Year Ended December 31, 2019

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**Note 5 – Property and Equipment**

Property and equipment consist of the following:

Machinery and equipment	\$ 222,551
Furniture and fixtures	<u>13,841</u>
	236,392
Less accumulated depreciation	<u>(196,788)</u>
	39,604
Land	<u>5,278,260</u>
	<u>\$ 5,317,864</u>

**Note 6 – Net Assets with Donor Restrictions**

Net assets with donor restrictions are as follows:

Purpose Restrictions:	
Lake drive trails restoration	\$ 121,804
Harbaugh seaside trails	<u>89,031</u>
	210,835
Endowments:	
Subject to appropriation and expenditure when a specified event occurs:	
General use	<u>1,762,271</u>
Total Assets with Donor Restrictions	<u>\$ 1,973,106</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose specified by the donors are as follows for the year ended December 31, 2019:

Satisfaction of purpose restrictions:	
Harbaugh seaside trails	\$ 651,621
Lake drive trails restoration	<u>102,680</u>
	<u>\$ 754,301</u>

**Note 7 – Endowments**

In September 1999, the Organization received \$1,000,000 from the California State Coastal Conservancy (CSCC) and received an additional \$700,000 from CSCC in September 2001. The purpose of this endowment is to support the Organization's San Elijo Lagoon Tidal Circulation Program. The agreement stipulates that within the first 60 days of each calendar year, 5% of the market value of the endowment (calculated on the first business day of that calendar year) shall be set aside for the lagoon maintenance program. However, the fund is to have a protected base of at least \$1.7 million before the 5% is set aside.

**Note 7 – Endowments, continued**

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds while supporting the operations of the Organization through a set spending rate. As a result of this interpretation, the Organization retains in perpetuity (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulation to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not retained in perpetuity is subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- 1) The duration and preservation of the fund
- 2) The purposes of the Organization and the donor-restricted endowment fund
- 3) General economic conditions
- 4) The possible effect of inflation and deflation
- 5) The expected total return from income and the appreciation of investments
- 6) Other resources of the Organization
- 7) The investment policies of the Organization

The endowment net assets composition by type of fund consists of the following:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
	\$ -	\$ 1,762,271	\$ 1,762,271

Changes in endowment net assets consist of the following:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ -	\$ 1,546,613	\$ 1,546,613
Investment return:			
Interest and dividends	-	35,525	35,525
Investment expenses	-	(18,399)	(18,399)
Net realized and unrealized gains	-	198,532	198,532
Total investment return	-	215,658	215,658
Endowment net assets, end of year	\$ -	\$ 1,762,271	\$ 1,762,271

**NATURE COLLECTIVE**  
**Notes to Financial Statements**  
Year Ended December 31, 2019

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**Note 7 – Endowments, continued**

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide funding for the operating expenses of programs supported by its endowments and increase the value of the original contributed capital by an amount not less than the annual increase in the Consumer Price Index (CPI). In order to meet this objective, the endowment asset portfolio is structured to achieve a compounded annual return, net of investment management expenses, of 6% plus the annual rate of inflation (Target Return) over ten years. In achieving the Target Return, the Organization seeks to maintain a level of portfolio risk, as measured by the annualized monthly standard deviation, commensurate with the portfolio's market-related index. The market-related index is made up of selected market indices that are representative of the asset classes in which the portfolio is invested and which is weighted in the same percentages as the asset classes in which the portfolio is invested.

Investment Strategy

The investment strategy of the Organization is to develop a diversified portfolio of investments. For equity investments, the selection of such holdings is based on the merits of long-term ownership without the intent of short-term trading. To achieve the Target Return, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

Spending Policy

The Organization has a policy of appropriating for distribution each year an amount, which varies from year to year, up to 5% of the average balance of the assets associated with the endowments. In establishing this policy, the Organization considered the long-term expected return on its endowment. Accordingly, over the long-term, the Organization expects the current spending policy to allow its endowment to grow at the average annual rate of inflation over ten years. This is consistent with the Organization's objective to maintain the purchasing power of the endowment assets held in perpetuity as well as to provide additional real growth through new gifts and investment return. The spending rate policy is reviewed annually by the Finance Committee.

**Note 8 – Operating Leases**

The Organization leases office space that expires in April 2021. Total rent expense for the year ended December 31, 2019 was \$113,341 and monthly rent expense was \$8,154 from January 1, 2019 through April 31, 2019 and \$8,399 from May 1, 2019 through December 31, 2019.

Minimum future lease payments are due as follows:

<u>Year Ending</u> <u>December 31,</u>	
2020	\$ 102,801
2021	34,604
Thereafter	-
	<u>\$ 137,405</u>

**Note 9 – Retirement Plan**

The Organization's 401(k) retirement plan covers all employees who have completed at least 1,000 hours in any given year. Under the plan, employees can contribute and defer taxes on compensation contributed. Employer contributions will be allocated based on the qualifying participant's compensation in relation to the total compensation of all qualifying participants. Retirement plan expense was \$11,013.

**Note 10 – Distributions from Endowment Funds**

The Organization has Board of Directors and donor designated endowment funds with the Rancho Santa Fe Foundation and the San Diego Foundation established for its benefit that has irrevocable designations of the income.

The Organization is entitled to receive a 5% annual distribution from these endowment funds. The Organization does not have variance power over the funds.

**Note 11 – Availability and Liquidity of Assets**

The following represents the Organization's financial assets at December 31, 2019:

Financial Assets at Year End:	
Cash	\$ 668,459
Grants receivable, net of allowance	2,687,356
Short-term investments	<u>1,257,207</u>
Total Financial Assets	4,613,022
Less amounts not available to be used within one year for general purposes:	
Purpose restricted funds	<u>(210,835)</u>
Financial Assets available to meet general expenditures over the next twelve months	\$ <u><u>4,402,187</u></u>

The Organization manages its liquidity and reserves following two guiding principles: 1) Operating within a prudent range of financial soundness and stability, and 2) maintaining adequate liquid assets to fund near-term operating needs. The Organization's Board is committed to a strong financial position which includes reviewing the endowment policy and ensuring the endowments are designed to support future grant and program expenses.

**Return of Organization Exempt From Income Tax**

Form **990**  
(Rev. January 2020)  
Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**2019**  
Open to Public Inspection

**A** For the 2019 calendar year, or tax year beginning and ending

<b>B</b> Check if applicable:  Address change Name change Initial return Final return/terminated Amended return Application pending	<b>C</b> Name of organization <b>NATURE COLLECTIVE</b>		<b>D</b> Employer identification number <b>33-0358660</b>
	Doing business as		<b>E</b> Telephone number <b>(760) 436-3944</b>
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	<b>777 SO HIGHWAY 101</b>	<b>112</b>	<b>G</b> Gross receipts \$ <b>7,669,482.</b>
City or town, state or province, country, and ZIP or foreign postal code <b>SOLANA BEACH, CA 92075</b>		<b>H(a)</b> Is this a group return for subordinates? ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>F</b> Name and address of principal officer: <b>DAVID KRAMER</b> <b>SAME AS C ABOVE</b>		<b>H(b)</b> Are all subordinates included? Yes No	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) 501(c) ( ) ◀ (insert no.) 4947(a)(1) or 527		<b>H(c)</b> Group exemption number ▶	
<b>J</b> Website: ▶ <b>WWW.THENATURECOLLECTIVE.ORG</b>			
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation Trust Association Other ▶		<b>L</b> Year of formation: <b>1988</b>	<b>M</b> State of legal domicile: <b>CA</b>

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>NATURE COLLECTIVE'S MISSION IS TO DRIVE A PASSION FOR NATURE, FOR ALL.</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) .....	<b>3</b>	<b>15</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) .....	<b>4</b>	<b>15</b>
	<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a) .....	<b>5</b>	<b>34</b>
	<b>6</b> Total number of volunteers (estimate if necessary) .....	<b>6</b>	<b>500</b>
	<b>7 a</b> Total unrelated business revenue from Part VIII, column (C), line 12 .....	<b>7a</b>	<b>0.</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 39 .....	<b>7b</b>	<b>0.</b>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h) .....	<b>Prior Year</b> <b>6,555,372.</b>	<b>Current Year</b> <b>6,646,162.</b>
	<b>9</b> Program service revenue (Part VIII, line 2g) .....	<b>0.</b>	<b>0.</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) .....	<b>105,490.</b>	<b>168,681.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) .....	<b>364.</b>	<b>-75,394.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) .....	<b>6,661,226.</b>	<b>6,739,449.</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3) .....	<b>0.</b>	<b>0.</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) .....	<b>0.</b>	<b>0.</b>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) .....	<b>1,108,034.</b>	<b>1,133,070.</b>
	<b>16 a</b> Professional fundraising fees (Part IX, column (A), line 11e) .....	<b>0.</b>	<b>0.</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>209,337.</b>		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) .....	<b>5,435,507.</b>	<b>5,310,768.</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) .....	<b>6,543,541.</b>	<b>6,443,838.</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12 .....	<b>117,685.</b>	<b>295,611.</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16) .....	<b>Beginning of Current Year</b> <b>13,127,884.</b>	<b>End of Year</b> <b>14,423,565.</b>
	<b>21</b> Total liabilities (Part X, line 26) .....	<b>1,666,623.</b>	<b>2,073,012.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 .....	<b>11,461,261.</b>	<b>12,350,553.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Date			
	<b>DAVID KRAMER, TREASURER</b> Type or print name and title				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>ERIN S. MAFFIA, CPA, PFS</b>	Preparer's signature <b>ERIN S. MAFFIA, CPA,</b>	Date <b>11/03/20</b>	Check if self-employed <input type="checkbox"/>	PTIN <b>P00614928</b>
	Firm's name ▶ <b>MAFFIA CONSULTING</b>	Firm's EIN ▶ <b>82-2513938</b>		Phone no. <b>858-945-6964</b>	
Firm's address ▶ <b>3481 CORTE SONRISA</b> <b>CARLSBAD, CA 92009</b>					

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No



Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: NATURE COLLECTIVE'S MISSION IS TO DRIVE A PASSION FOR NATURE, FOR ALL. WE BELIEVE IN A WORLD WHERE EVERYONE EXPERIENCES, CONNECTS WITH, AND PROTECTS NATURE.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

4a (Code: ) (Expenses \$ 4,414,284. including grants of \$ ) (Revenue \$ ) HABITAT CONSERVATION: NATURE COLLECTIVE MANAGES INVASIVE PLANTS AND NATIVE RE-VEGETATION ACTIVITIES THROUGHOUT THE 1,000-ACRE RESERVE. OUR STEWARDSHIP WITH LANDOWNERS ASSISTS THOSE LIVING ADJACENT TO THE RESERVE WITH INVASIVE SPECIES MANAGEMENT. EACH SPRING, THE TIDAL INLET IS BREACHED WITH MECHANICAL EQUIPMENT TO IMPROVE TIDAL FLOW AND WATER QUALITY IN THE ESTUARY. THIS WORK IS CONDUCTED AT THE LAGOON'S ONLY INLET TO THE OCEAN LOCATED AT CARDIFF STATE BEACH. THE COMMUNITY HABITAT RESTORATION PROGRAM ENGAGES MORE THAN 500 UNIQUE VOLUNTEERS ANNUALLY TO HELP RESTORE TRAILS, COLLECT NATIVE SEEDS FOR THE SAN ELIJO NURSERY, REMOVE INVASIVE PLANTS AND REPLANT HABITATS WITH NATIVE SPECIES. INTERNS RECEIVE LEADERSHIP AND CONSERVATION TRAINING, MENTORED BY STAFF

4b (Code: ) (Expenses \$ 224,754. including grants of \$ ) (Revenue \$ ) CONSERVATION EDUCATION: THE MISSION OF THE EDUCATION PROGRAM IS TO CONNECT, EDUCATE, AND ENGAGE THE COMMUNITY TO ACT TO ENSURE THE HEALTH AND WELLBEING OF THEIR WATERSHED. K-12 STUDENTS AND THE GENERAL PUBLIC CAN EXPLORE THE WETLAND THROUGH NATURALIST-LED TOURS, EVENTS AND FAMILY PROGRAMS. CURRICULUM-BASED CONSERVATION EDUCATION PROGRAMS, CALLED OUR LIVING WATERSHED, MEET CALIFORNIA ACADEMIC CONTENT STANDARDS AND NEXT GENERATION SCIENCE STANDARDS. A PRIMARY COMPONENT IN OUR LIVING WATERSHED ARE FAMILY FIELD TRIPS CALLED GET OUT IN NATURE (GOIN'). GOIN' CONNECTS 3RD TO 5TH GRADERS IN TITLE ONE SCHOOLS IN ESCONDIDO WITH THEIR LAGOON AND WATERSHED. WE INSPIRE UPSTREAM ESCONDIDO WATERSHED COMMUNITIES TO ENJOY PARKS AND OPEN SPACES, AND TAKE ACTIONS

4c (Code: ) (Expenses \$ 1,144,309. including grants of \$ ) (Revenue \$ ) LAND TRUST: A KEY PRIORITY IS TO PROTECT LANDS IN THE ESCONDIDO WATERSHED, AND IN LANDS BEYOND, BY MANAGING HABITATS AND THE IMPORTANT SERVICES THAT NATURE PROVIDES. THE GREATEST THREAT TO THE DIVERSITY OF LIFE IS LOSS OF HABITAT. AS A LAND TRUST WE ACQUIRE AND PROTECT LANDS IN THE WATERSHED, INCLUDING THE LATEST ADDITION OF 77 ACRES THAT IS CONSERVING RARE COASTAL SAGE SCRUB AND SOUTHERN COASTAL BLUFF SCRUB HABITATS. IN THESE ACRES, SPECIAL STATUS PLANTS SURVEYED INCLUDE: DEL MAR MANZANITA (FEDERALLY ENDANGERED), SEA DAHLIA AND NUTTALL'S SCRUB OAK. AT LEAST TWO SPECIAL STATUS SPECIES OF CONCERN CALL THIS PLACE HOMETHE SAN DIEGO POCKET MOUSE AND THE CALIFORNIA GNATCATCHER. NATURE COLLECTIVE OWNS 143 ACRES THROUGH FEE-TITLE OWNERSHIP, AND HOLDS MORE THAN 70 ACRES OF

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 5,783,347.

Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Yes, No. Rows include questions 1 through 21 regarding organizational requirements and schedules A through H.

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question, Yes, No. Rows 22-38. Includes questions about grants, compensation, tax-exempt bonds, and controlled entities.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with 3 columns: Question, Yes, No. Rows 1a-1c. Includes questions about Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 2a through 16 regarding employee reporting, tax shelter transactions, foreign accounts, and charitable contributions.

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year ..... <b>1a</b> 15 If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent ..... <b>1b</b> 15		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? .....		X
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? .....		X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? .....		X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? .....		X
<b>6</b>	Did the organization have members or stockholders? .....		X
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? .....		X
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? .....		X
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body? .....	X	
<b>b</b>	Each committee with authority to act on behalf of the governing body? .....	X	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O .....		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates? .....		X
<b>b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? .....		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? .....	X	
<b>b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13 .....	X	
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? .....	X	
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done .....	X	
<b>13</b>	Did the organization have a written whistleblower policy? .....	X	
<b>14</b>	Did the organization have a written document retention and destruction policy? .....	X	
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b>	The organization's CEO, Executive Director, or top management official .....	X	
<b>b</b>	Other officers or key employees of the organization .....	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? .....		X
<b>b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? .....		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed **CA**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **▶**  
**THE ORGANIZATION - (760) 436-3944**  
**777 SO HIGHWAY 101, NO. 112, SOLANA BEACH, CA 92075**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
  - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) NICOLLE SELBY-THOMAS PRESIDENT	1.00	X						0.	0.	0.
(2) MATTHEW ADAMS VICE PRESIDENT	1.00	X						0.	0.	0.
(3) DAVID KRAMER TREASURER	1.00	X						0.	0.	0.
(4) DOUG GILLINGHAM IMMEDIATE PAST PRESIDENT	1.00	X						0.	0.	0.
(5) SUSAN HEDRICK SECRETARY	1.00	X						0.	0.	0.
(6) ANITA HAYWORTH BOARD MEMBER	1.00	X						0.	0.	0.
(7) JASON SCHINGLER BOARD MEMBER	1.00	X						0.	0.	0.
(8) MICHAEL LEA BOARD MEMBER	1.00	X						0.	0.	0.
(9) JOHN HELMER BOARD MEMBER	1.00	X						0.	0.	0.
(10) PAUL WORTHINGTON BOARD MEMBER	1.00	X						0.	0.	0.
(11) NATHALIE HALL BOARD MEMBER	1.00	X						0.	0.	0.
(12) MEGAN O'TOOLE LYONS BOARD MEMBER	1.00	X						0.	0.	0.
(13) KEVIN JOHNSON BOARD MEMBER	1.00	X						0.	0.	0.
(14) INGRID FLORES BOARD MEMBER	1.00	X						0.	0.	0.
(15) BRENDA HALL BOARD MEMBER	1.00	X						0.	0.	0.
(16) JOHN OSBORNE BOARD MEMBER	1.00	X						0.	0.	0.
(17) DOUG GIBSON EXECUTIVE DIRECTOR	40.00			X				171,380.	0.	3,140.





**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c	306,674.			
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	4,842,518.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	1,496,970.			
	g	Noncash contributions included in lines 1a-1f	1g	\$ 35,670.			
	h	<b>Total.</b> Add lines 1a-1f		<b>6,646,162.</b>			
Program Service Revenue	2 a		Business Code				
	b						
	c						
	d						
	e						
	f	All other program service revenue					
	g	<b>Total.</b> Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		110,128.		110,128.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6 a	Gross rents	(i) Real				
			(ii) Personal				
	6 b	Less: rental expenses	6b				
	6 c	Rental income or (loss)	6c				
	d	Net rental income or (loss)					
	7 a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
				897,756.			
	7 b	Less: cost or other basis and sales expenses	7b	839,203.			
	7 c	Gain or (loss)	7c	58,553.			
d	Net gain or (loss)		58,553.		58,553.		
8 a	Gross income from fundraising events (not including \$ 306,674. of contributions reported on line 1c). See Part IV, line 18		8a	15,436.			
		Less: direct expenses	8b	90,830.			
		Net income or (loss) from fundraising events		-75,394.		-75,394.	
9 a	Gross income from gaming activities. See Part IV, line 19		9a				
		Less: direct expenses	9b				
		Net income or (loss) from gaming activities					
10 a	Gross sales of inventory, less returns and allowances		10a				
		Less: cost of goods sold	10b				
		Net income or (loss) from sales of inventory					
Miscellaneous Revenue	11 a		Business Code				
	b						
	c						
	d	All other revenue					
	e	<b>Total.</b> Add lines 11a-11d					
12	<b>Total revenue.</b> See instructions		<b>6,739,449.</b>	<b>0.</b>	<b>0.</b>	<b>93,287.</b>	



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<i>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</i>				
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	174,520.	135,803.	37,965.	752.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	760,363.	518,284.	122,411.	119,668.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	9,815.	6,776.	1,611.	1,428.
9 Other employee benefits	63,936.	48,086.	6,653.	9,197.
10 Payroll taxes	124,436.	87,774.	18,991.	17,671.
11 Fees for services (nonemployees):				
a Management				
b Legal	6,226.	117.	3,082.	3,027.
c Accounting	13,500.	1,500.	12,000.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	42,186.		42,186.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	4,801,703.	4,754,584.	15,959.	31,160.
12 Advertising and promotion	40,703.	11,643.	117.	28,943.
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	139,684.	8,442.	130,813.	429.
17 Travel	7,923.	7,451.	472.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	11,747.		11,747.	
23 Insurance	21,262.		21,262.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>SUPPLIES</b>	87,058.	69,097.	3,778.	14,183.
b <b>COMMUNITY EVENTS</b>	62,535.	50,626.	2,171.	9,738.
c <b>BAD DEBT</b>	36,186.	36,186.		
d <b>MISCELLANEOUS</b>	35,707.	17,263.	10,624.	7,820.
e All other expenses	4,348.	29,715.	9,312.	-34,679.
25 <b>Total functional expenses.</b> Add lines 1 through 24e	6,443,838.	5,783,347.	451,154.	209,337.
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
<b>Assets</b>	1	Cash - non-interest-bearing	914,065.	1	668,459.
	2	Savings and temporary cash investments	673,921.	2	677,920.
	3	Pledges and grants receivable, net	1,847,526.	3	2,687,356.
	4	Accounts receivable, net		4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	13,758.	9	2,767.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 5,514,652.		
	b	Less: accumulated depreciation	10b 196,788.		
			5,329,611.	10c	5,317,864.
	11	Investments - publicly traded securities	4,196,885.	11	4,928,813.
	12	Investments - other securities. See Part IV, line 11	134,304.	12	120,726.
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
15	Other assets. See Part IV, line 11	17,814.	15	19,660.	
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 33)	13,127,884.	16	14,423,565.	
<b>Liabilities</b>	17	Accounts payable and accrued expenses	1,529,572.	17	2,004,650.
	18	Grants payable		18	
	19	Deferred revenue	137,051.	19	68,362.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	<b>Total liabilities.</b> Add lines 17 through 25	1,666,623.	26	2,073,012.
<b>Net Assets or Fund Balances</b>	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.				
	27	Net assets without donor restrictions	9,613,752.	27	10,377,447.
	28	Net assets with donor restrictions	1,847,509.	28	1,973,106.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	<b>Total net assets or fund balances</b>	11,461,261.	32	12,350,553.
33	<b>Total liabilities and net assets/fund balances</b>	13,127,884.	33	14,423,565.	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	6,739,449.
2	Total expenses (must equal Part IX, column (A), line 25)	2	6,443,838.
3	Revenue less expenses. Subtract line 2 from line 1	3	295,611.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	11,461,261.
5	Net unrealized gains (losses) on investments	5	517,033.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	76,648.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	12,350,553.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:		
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
b Were the organization's financial statements audited by an independent accountant?	X	
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:		
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Form 990 (2019)

PUBLIC COPY

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

Open to Public Inspection

<b>Name of the organization</b> <b>NATURE COLLECTIVE</b>	<b>Employer identification number</b> <b>33-0358660</b>
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**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....	3072299.	3572580.	5900806.	6555372.	6646162.	25747219.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
3 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
4 <b>Total.</b> Add lines 1 through 3 .....	3072299.	3572580.	5900806.	6555372.	6646162.	25747219.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						2967129.
6 <b>Public support.</b> Subtract line 5 from line 4.						22780090.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4 .....	3072299.	3572580.	5900806.	6555372.	6646162.	25747219.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...	49,090.	44,846.	47,011.	60,100.	110,128.	311,175.
9 Net income from unrelated business activities, whether or not the business is regularly carried on ...	19,239.		-68,642.		-75,394.	-124,797.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....			3,132.	364.		3,496.
11 <b>Total support.</b> Add lines 7 through 10						25937093.
12 Gross receipts from related activities, etc. (see instructions) .....					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> .....						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) .....	14	87.83 %
15 Public support percentage from 2018 Schedule A, Part II, line 14 .....	15	86.63 %
16a <b>33 1/3% support test - 2019.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input checked="" type="checkbox"/>
<b>b 33 1/3% support test - 2018.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
17a <b>10% -facts-and-circumstances test - 2019.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 10% -facts-and-circumstances test - 2018.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....		<input type="checkbox"/>

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>6 Total.</b> Add lines 1 through 5 .....						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						
<b>c</b> Add lines 7a and 7b .....						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>9</b> Amounts from line 6 .....						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** .....

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) .....	<b>15</b>	%
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15 .....	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f)) .....	<b>17</b>	%
<b>18</b> Investment income percentage from 2018 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization .....

**b 33 1/3% support tests - 2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization .....

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions .....

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b> A family member of a person described in (a) above?		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. <i>Complete line 2 below.</i>		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. <i>Complete line 3 below.</i>		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. <i>Describe in Part VI how you supported a government entity (see instructions).</i>		
<b>2</b> Activities Test. <b>Answer (a) and (b) below.</b>		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>	Yes	No
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
<b>3</b> Parent of Supported Organizations. <b>Answer (a) and (b) below.</b>		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		



**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A - Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

<b>Section B - Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

<b>Section C - Distributable Amount</b>			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f <b>Total</b> of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 <b>Excess distributions carryover to 2020.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

**Part VI** **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Multiple horizontal lines for providing supplemental information.

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SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019 Open to Public Inspection

Name of the organization

NATURE COLLECTIVE

Employer identification number

33-0358660

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the

organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply). [X] Preservation of land for public use (for example, recreation or education) [X] Protection of natural habitat [X] Preservation of open space [ ] Preservation of a historically important land area [ ] Preservation of a certified historic structure
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.
a Total number of conservation easements
b Total acreage restricted by conservation easements
c Number of conservation easements on a certified historic structure included in (a)
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year
4 Number of states where property subject to conservation easement is located
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

- 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.
b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
(i) Revenue included on Form 990, Part VIII, line 1
(ii) Assets included in Form 990, Part X
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:
a Revenue included on Form 990, Part VIII, line 1
b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2019

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,546,613.	1,632,820.	1,669,462.	1,710,752.	1,805,590.
b Contributions	81,641.				
c Net investment earnings, gains, and losses	231,146.	-27,983.	149,843.	68,286.	25,222.
d Grants or scholarships					
e Other expenditures for facilities and programs	77,331.	40,000.	167,493.	85,536.	90,279.
f Administrative expenses	19,799.	18,224.	18,992.	24,040.	29,781.
g End of year balance	1,762,270.	1,546,613.	1,632,820.	1,669,462.	1,710,752.

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment  %
  - b Permanent endowment  100.00 %
  - c Term endowment  %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |                             | Yes | No |
|-----------------------------|-----|----|
| (i) Unrelated organizations |     | X  |
| (ii) Related organizations  |     | X  |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	5,278,260.			5,278,260.
b Buildings				
c Leasehold improvements				
d Equipment	236,392.		196,788.	39,604.
e Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				5,317,864.

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ...

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	7,381,774.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a	517,033.	
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d	167,478.	
e	Add lines 2a through 2d	2e		684,511.
3	Subtract line 2e from line 1		3	6,697,263.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	42,186.	
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		42,186.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	6,739,449.

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	6,492,482.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d	90,830.	
e	Add lines 2a through 2d	2e		90,830.
3	Subtract line 2e from line 1		3	6,401,652.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	42,186.	
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		42,186.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	6,443,838.

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART II, LINE 5:**

THE ORGANIZATION HAS A WRITTEN POLICY REGARDING THE PERIODIC MONITORING, INSPECTION, HANDLING OF VIOLATIONS, AND ENFORCEMENT OF ITS CONSERVATION EASEMENTS.

**PART II, LINE 9:**

NATURE COLLECTIVE USES THE "ZERO VALUATION" APPROACH TO BOOKING CONSERVATION EASEMENTS. THE ORGANIZATION HAS NOT BOOKED ANY EXPENSES FOR THE CONSERVATION EASEMENTS BECAUSE IT HAS NOT PURCHASED ANY. ALL THE EASEMENTS HAVE BEEN GIVEN TO THE ORGANIZATION BY GOVERNMENTAL AGENCIES. THE LAND TRUST ALLIANCE (LTA) DESCRIBES THE REASONING BEHIND USING A ZERO VALUATION APPROACH AS, BECAUSE THE CONSERVATION EASEMENT DOES NOT HAVE ANY

Part XIII Supplemental Information (continued)

MARKET VALUE IT IS NOT CONSIDERED TO BE SUPPORT.

PART X, LINE 2:

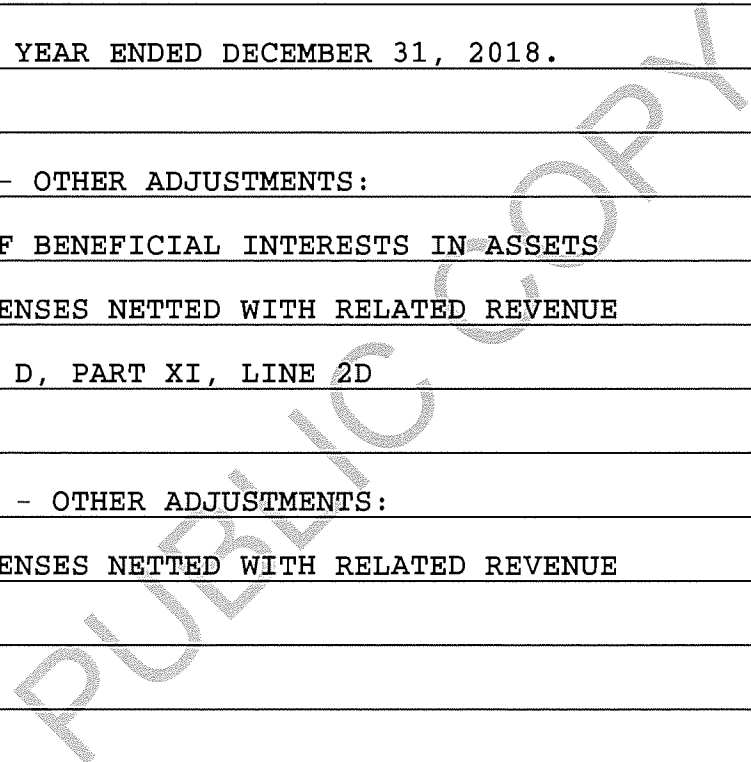
NATURE COLLECTIVE FOLLOWS THE PROVISIONS OF UNCERTAIN TAX POSITIONS AS ADDRESSED IN FASB ACCOUNTING STANDARDS CODIFICATION. NATURE COLLECTIVE RECOGNIZES ACCRUED INTEREST AND PENALTIES ASSOCIATED WITH UNCERTAIN TAX POSITIONS AS PART OF THE INCOME TAX PROVISION, WHEN APPLICABLE. THERE ARE NO AMOUNTS ACCRUED IN THE FINANCIAL STATEMENTS RELATED TO UNCERTAIN TAX POSITIONS FOR THE YEAR ENDED DECEMBER 31, 2018.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

CHANGE IN VALUE OF BENEFICIAL INTERESTS IN ASSETS	76,648.
SPECIAL EVENT EXPENSES NETTED WITH RELATED REVENUE	90,830.
TOTAL TO SCHEDULE D, PART XI, LINE 2D	167,478.

PART XII, LINE 2D - OTHER ADJUSTMENTS:

SPECIAL EVENT EXPENSES NETTED WITH RELATED REVENUE	90,830.
--	---------







**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		BIRDS OF A FEATHER		NONE	
		(event type)	(event type)	(total number)	
Revenue	1	Gross receipts	322,110.		322,110.
	2	Less: Contributions	306,674.		306,674.
	3	Gross income (line 1 minus line 2)	15,436.		15,436.
Direct Expenses	4	Cash prizes			
	5	Noncash prizes	35,670.		35,670.
	6	Rent/facility costs			
	7	Food and beverages	30,618.		30,618.
	8	Entertainment	9,309.		9,309.
	9	Other direct expenses	15,234.		15,234.
	10	Direct expense summary. Add lines 4 through 9 in column (d)			90,831.
	11	Net income summary. Subtract line 10 from line 3, column (d)			-75,395.

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1	Gross revenue			
Direct Expenses	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
	7	Direct expense summary. Add lines 2 through 5 in column (d)			
	8	Net gaming income summary. Subtract line 7 from line 1, column (d)			

9 Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_  
 a Is the organization licensed to conduct gaming activities in each of these states?  Yes  No  
 b If "No," explain: \_\_\_\_\_

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year?  Yes  No  
 b If "Yes," explain: \_\_\_\_\_



**Part IV** Supplemental Information *(continued)*

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**SCHEDULE J  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Compensation Information**

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees  
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.  
 ▶ Attach to Form 990.  
 ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

Open to Public Inspection

Name of the organization

**NATURE COLLECTIVE**

Employer identification number

**33-0358660**

**Part I Questions Regarding Compensation**

	Yes	No
<b>1a</b> Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items. <input type="checkbox"/> First-class or charter travel <input type="checkbox"/> Travel for companions <input type="checkbox"/> Tax indemnification and gross-up payments <input type="checkbox"/> Discretionary spending account <input type="checkbox"/> Housing allowance or residence for personal use <input type="checkbox"/> Payments for business use of personal residence <input type="checkbox"/> Health or social club dues or initiation fees <input type="checkbox"/> Personal services (such as maid, chauffeur, chef)		
<b>b</b> If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	<b>1b</b>	
<b>2</b> Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	<b>2</b>	
<b>3</b> Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III. <input type="checkbox"/> Compensation committee <input type="checkbox"/> Independent compensation consultant <input type="checkbox"/> Form 990 of other organizations <input checked="" type="checkbox"/> Written employment contract <input checked="" type="checkbox"/> Compensation survey or study <input checked="" type="checkbox"/> Approval by the board or compensation committee		
<b>4</b> During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization: <b>a</b> Receive a severance payment or change-of-control payment? <b>b</b> Participate in, or receive payment from, a supplemental nonqualified retirement plan? <b>c</b> Participate in, or receive payment from, an equity-based compensation arrangement? If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.	<b>4a</b> <b>4b</b> <b>4c</b>	<b>X</b> <b>X</b> <b>X</b>
<b>Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.</b>		
<b>5</b> For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of: <b>a</b> The organization? <b>b</b> Any related organization? If "Yes" on line 5a or 5b, describe in Part III.	<b>5a</b> <b>5b</b>	<b>X</b> <b>X</b>
<b>6</b> For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of: <b>a</b> The organization? <b>b</b> Any related organization? If "Yes" on line 6a or 6b, describe in Part III.	<b>6a</b> <b>6b</b>	<b>X</b> <b>X</b>
<b>7</b> For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	<b>7</b>	<b>X</b>
<b>8</b> Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	<b>8</b>	<b>X</b>
<b>9</b> If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	<b>9</b>	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2019

**Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

**Note:** The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) DOUG GIBSON EXECUTIVE DIRECTOR	(i)	151,380.	20,000.	0.	1,200.	1,940.	174,520.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
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	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

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**SCHEDULE M  
(Form 990)**

**Noncash Contributions**

OMB No. 1545-0047

**2019**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization **NATURE COLLECTIVE** Employer identification number **33-0358660**

Part I	Types of Property	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art .....	X	7	1,615.	ESTIMATED FMV
2	Art - Historical treasures .....				
3	Art - Fractional interests .....				
4	Books and publications .....				
5	Clothing and household goods .....				
6	Cars and other vehicles .....				
7	Boats and planes .....				
8	Intellectual property .....				
9	Securities - Publicly traded .....				
10	Securities - Closely held stock .....				
11	Securities - Partnership, LLC, or trust interests .....				
12	Securities - Miscellaneous .....				
13	Qualified conservation contribution - Historic structures .....				
14	Qualified conservation contribution - Other .....				
15	Real estate - Residential .....				
16	Real estate - Commercial .....				
17	Real estate - Other .....				
18	Collectibles .....				
19	Food inventory .....				
20	Drugs and medical supplies .....				
21	Taxidermy .....				
22	Historical artifacts .....				
23	Scientific specimens .....				
24	Archeological artifacts .....				
25	Other ▶ ( GIFT CARDS FO )	X	51	22,780.	FAIR MARKET VALUE
26	Other ▶ ( GIFT CARDS FO )	X	29	10,135.	FAIR MARKET VALUE
27	Other ▶ ( JEWELERY - EA )	X	15	1,140.	FAIR MARKET VALUE
28	Other ▶ ( )				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement ..... **29**

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period? .....		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions? .....		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions? .....		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2019





**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

Open to Public  
Inspection

Name of the organization

NATURE COLLECTIVE

Employer identification number

33-0358660

FORM 990, PART III, LINE 4A, PROGRAM SERVICE ACCOMPLISHMENTS:

BIOLOGISTS. THESE ACTIVITIES INVOLVE THE PUBLIC IN COMMUNITY  
CONSERVATION, IN PARTNERSHIP WITH STATE AND REGIONAL AGENCIES. IN OUR  
SAN ELIJO NURSERY, WE CAN ENSURE GENETIC INTEGRITY OF THE NATIVE PLANTS  
UNIQUELY THRIVING IN THE DIVERSE HABITATS OF THE WETLAND. BY SOURCING  
SEEDS AND REPLANTING NATIVE SPECIES IN DISTURBED HABITATS, WE WILL  
CONTINUE TO REDUCE OUR CARBON FOOTPRINT BY NOT RELYING ON OUTSIDE  
NURSERIES. NATIVE HABITATS WILL CONTINUE TO BE ENHANCED IN THESE LOCAL  
EFFORTS. NATURE COLLECTIVE TEAM SCIENTISTS MONITOR INDICATORS OF  
ECOSYSTEM HEALTH AND FUNCTION IN SAN ELIJO LAGOON ECOLOGICAL RESERVE,  
AND IN LANDS AND WATERS BEYOND. MONITORING ACTIVITIES INCLUDE SURVEYS  
OF THE CONDITIONS OF MULTIPLE PLANT COMMUNITIES, WILDLIFE POPULATIONS,  
WATER QUALITY, AND HYDROLOGIC CHANGES IN THE RESERVE. DATA ARE SHARED  
WITH REGIONAL AND STATE AGENCIES FOR WATERSHED MONITORING.

FORM 990, PART III, LINE 4B, PROGRAM SERVICE ACCOMPLISHMENTS:

TO ENSURE THAT THESE PLACES ARE PROTECTED IN PERPETUITY. OUR GOALS ARE  
TO INCREASE THE NUMBER OF STUDENTS WHO PARTICIPATE IN OUTDOOR NATURE  
EXPERIENCES IN ESCONDIDO; TO CONNECT STUDENTS TO NATURE THROUGH  
WATERSHED LITERACY AND RELEVANCY LESSONS AND PROGRAMS; AND TO INSTILL A  
LIFE-LONG CONSERVATION ETHIC AMONG STUDENTS AND THEIR FAMILIES IN  
PARTNERING ESCONDIDO SCHOOLS. WE MENTOR HIGH SCHOOL STUDENTS WHO  
VOLUNTEER IN FAMILY PROGRAMS; DEMONSTRATING LEADERSHIP AND CONNECTIONS  
WITH YOUNGER CHILDREN. TEACHER EVALUATIONS AND A TEACHER COMMITTEE MEET  
REGULARLY TO EVALUATE THE PROGRAM. EVALUATIONS WILL CONTINUE TO GUIDE  
PLANNING IN CONSERVATION EDUCATION.

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2019)

932211 09-06-19

Name of the organization

NATURE COLLECTIVE

Employer identification number

33-0358660

## FORM 990, PART III, LINE 4C, PROGRAM SERVICE ACCOMPLISHMENTS:

CONSERVATION EASEMENTS ON PRIVATE AND PUBLIC PROPERTY LANDOWNERS WHO WANT TO MAKE SURE THEIR LAND IS PROTECTED FOR GENERATIONS CAN CONTACT NATURE COLLECTIVE ABOUT WAYS WE CAN HELP CONNECT CONSERVATION GOALS.

THE NOW-SECURED HARBAUGH SEASIDE TRAILS WILL NEVER BE DEVELOPED.

RESTORATION OF THIS COASTAL OVERLOOK WILL ENHANCE NATIVE HABITAT,

PUBLIC TRAILS AND SCENIC VIEWS. THIS WORK WILL BE OVERSEEN BY OUR

AWARD-WINNING HABITAT MANAGEMENT TEAM AND WILL INVITE THE ACTIVE

PARTICIPATION OF COMMUNITY VOLUNTEERS. AS A NONPROFIT LAND TRUST,

NATURE COLLECTIVE COLLABORATES IN RESERVE MANAGEMENT WITH COUNTY OF SAN

DIEGO DEPARTMENT OF PARKS AND RECREATION, AND CALIFORNIA DEPARTMENT OF

FISH AND WILDLIFE.

## FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS PROVIDED TO THE FINANCE COMMITTEE AND TREASURER, PREPARED BY AN OUTSIDE ACCOUNTANT AND REVIEWED BY THE EXECUTIVE DIRECTOR. THE BOARD GIVES FINAL REVIEW AND APPROVAL.

## FORM 990, PART VI, SECTION B, LINE 12C:

DIRECTORS AND STAFF ARE REQUIRED TO SIGN ANNUAL ACKNOWLEDGEMENT STATEMENTS DECLARING THEY HAVE RECEIVED THE CONFLICT OF INTEREST POLICY, THEY HAVE READ AND UNDERSTAND THE POLICY, AND THEY AGREE TO COMPLY WITH ALL OF ITS PROVISIONS.

## FORM 990, PART VI, SECTION B, LINE 15:

THE PROCESS FOR DETERMINING COMPENSATION FOR THE EXECUTIVE DIRECTOR

INCLUDES AN ANNUAL REVIEW, A COMPENSATION COMPARABILITY STUDY (PAY IS

Name of the organization NATURE COLLECTIVE	Employer identification number 33-0358660
---	--

COMPARED TO SIMILAR PROFESSIONALS), AND APPROVAL BY THE BOARD OF DIRECTORS.

FORM 990, PART VI, SECTION C, LINE 19:

THE 990 IS PUBLISHED ON THE ORGANIZATION'S WEBSITE AND IS AVAILABLE TO ANYONE WHO REQUESTS A COPY. THE 990 IS ALSO PUBLISHED ON GUIDESTAR, AN ONLINE PLATFORM THAT DISTRIBUTES NONPROFIT INFORMATION AND TRANSPARENCY.

THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

401(K) ADMIN FEES:

PROGRAM SERVICE EXPENSES	1,322.
MANAGEMENT AND GENERAL EXPENSES	320.
FUNDRAISING EXPENSES	247.
TOTAL EXPENSES	1,889.

CONTRACT SERVICES:

PROGRAM SERVICE EXPENSES	4,747,253.
MANAGEMENT AND GENERAL EXPENSES	14,187.
FUNDRAISING EXPENSES	29,791.
TOTAL EXPENSES	4,791,231.

PAYROLL SERVICE FEES:

PROGRAM SERVICE EXPENSES	6,009.
MANAGEMENT AND GENERAL EXPENSES	1,452.
FUNDRAISING EXPENSES	1,122.
TOTAL EXPENSES	8,583.

TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A 4,801,703.

Name of the organization <b>NATURE COLLECTIVE</b>	Employer identification number <b>33-0358660</b>
--	---

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:

CHANGE IN VALUE OF BENEFICIAL INTERESTS IN ASSETS	76,648.
---	---------

PUBLIC COPY

# Application for Automatic Extension of Time To File an Exempt Organization Return

Department of the Treasury  
Internal Revenue Service

▶ **File a separate application for each return.**  
▶ **Go to [www.irs.gov/Form8868](http://www.irs.gov/Form8868) for the latest information.**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits](http://www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits).

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

<b>Type or print</b>	Name of exempt organization or other filer, see instructions. <b>NATURE COLLECTIVE</b>	Taxpayer identification number (TIN) <b>33-0358660</b>
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. <b>777 SO HIGHWAY 101, NO. 112</b>	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>SOLANA BEACH, CA 92075</b>	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 | 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

**THE ORGANIZATION**

- The books are in the care of ▶ **777 SO HIGHWAY 101, NO. 112 - SOLANA BEACH, CA 92075**  
Telephone No. ▶ **(760) 436-3944** Fax No. ▶ \_\_\_\_\_
- If the organization does not have an office or place of business in the United States, check this box  ▶
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_. If this is for the whole group, check this box . If it is for part of the group, check this box  and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until **NOVEMBER 16, 2020**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:  
▶  calendar year **2019** or  
▶ tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_.

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return  
Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c <b>Balance due.</b> Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

**Caution:** If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.



## California Secretary of State Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 2 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



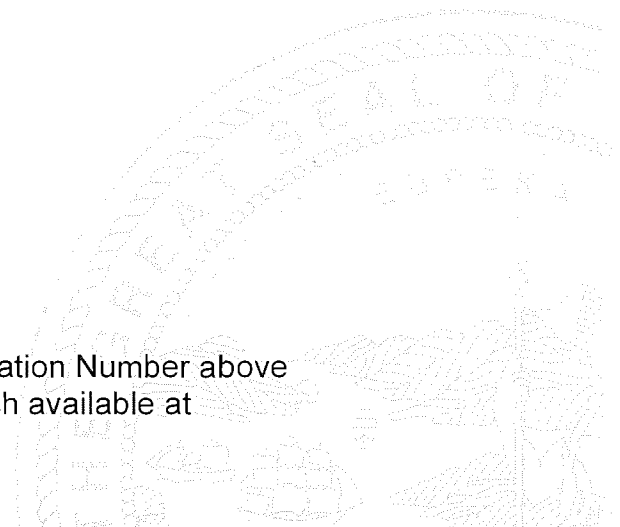
**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California on this day of July 17, 2020

A handwritten signature in black ink that reads "Alex Padilla".

**ALEX PADILLA**  
Secretary of State

Verification Number: KWBX8VK  
Entity (File) Number: C1557324

To verify the issuance of this Certificate, use the Verification Number above with the Secretary of State Electronic Verification Search available at [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov)





**California Secretary of State  
Electronic Filing**



**Corporation - Statement of Information**

Entity Name: NATURE COLLECTIVE

Entity (File) Number: C1557324  
File Date: 07/15/2020  
Entity Type: Corporation  
Jurisdiction: CALIFORNIA  
Document ID: GH03184

**Detailed Filing Information**

- 1. Entity Name: NATURE COLLECTIVE
  
- 2. Business Addresses:
  - a. Street Address of Principal Office in California: 777 S. Highway 101 Suite 112  
Solana Beach, California 92075  
United States of America
  
  - b. Mailing Address: PO Box 230634  
Encinitas, California 92023  
United States of America
  
- 3. Officers:
  - a. Chief Executive Officer: Doug Gibson  
PO Box 230634  
Encinitas, California 92023  
United States of America
  
  - b. Secretary: Susan Hedrick  
PO Box 230634  
Encinitas, California 92023  
United States of America

Certificate Verification Number: KWBX8VK  
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GH03184





# California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

Doug Gibson  
PO Box 230634  
Encinitas, California 92023  
United States of America

4. Agent for Service of Process:

Kevin Johnson  
138 Juniper Ave.  
Carlsbad, California 92008  
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Jennifer Bright

*Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) for online filings, searches, business records, and resources.*

Certificate Verification Number: KWBX8VK

Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) to verify the certified copy.

Document ID: GH03184

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Nature Collective**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**PO Box 230634**

6 City, state, and ZIP code

**Encinitas, CA 92023**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

**OR**

**Employer identification number**

3	3	-	0	3	5	8	6	6	0
---	---	---	---	---	---	---	---	---	---

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Jennifer Bright* Date ▶ \_\_\_\_\_

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

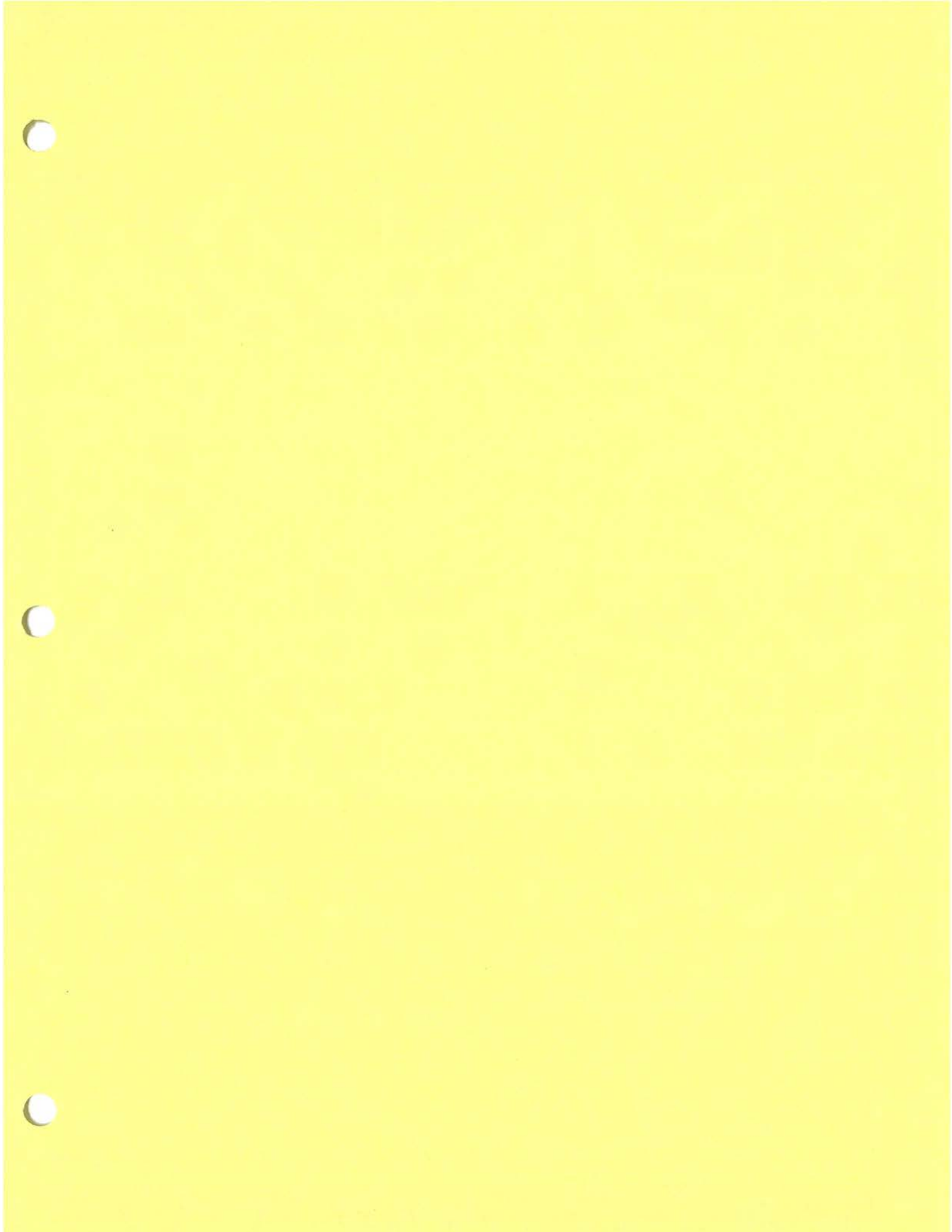
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: North Coast Repertory Theatre  
 Mailing Address: 987 Lomas Santa Fe Drive suite D  
 City SOLANA BEACH State CA Zip 92075  
 Contact Person: BILL KERLIN  
 Daytime Phone: 858-481-2155 X 222  
 Evening Phone: SAME  
 Email address: Bill@northcoastrep.org

1. W-9 must be attached ✓  
 Summary of organization's budget must be attached ✓  
 Proposed program budget must be attached ✓  
 Financial and Tax Statements (see Application Guidelines) must be attached ✓✓
  
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3) ✓
  
3. Has your organization received financial assistance from the City before?  
 Yes  No   
 If yes, what activities and which fiscal year? see attached
  
4. Amount requested for FY 2021-22 \$ 5,000
  
5. Proposed Total Program Costs: \$ 2,870,000  
 (Includes all estimated costs to conduct proposed activity/program.)
  
6. Title of Proposed Program/Service: 40<sup>th</sup> Anniversary Season
  
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
North Coast Rep has been serving Solana Beach residents for forty years. Not only do we add quality of life through artistic and entertaining theatre, but we also add to the economic vitality of S.B. by driving business to local restaurants and shops. We also purchase supplies and feed our cast and crew. We are a vital cog in the wheels of Solana Beach commercially and artistically.

(Attach extra sheet, if necessary.)

8. Estimated number of S.B. residents to be served by proposed program: 2,000
9. Program Dates/Location:  
"Ruby" Anniversary season is Sept 2021 - Aug 2022 at our home theatre 987 Lomas Santa Fe drive suite D Solana Beach
10. Anticipated Program Objectives or Accomplishments:  
We produce 7 mainstage shows per season, each running for 28-35 performances, we book over 50 "Variety Night" performances, we educate young people in classes, student productions and camps.
11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?  
We acknowledge the city in our programs, on our website, in our season brochure and in our digital lobby display.
12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?  
There will not be specific matching funds, but our budget includes funding from government sources, foundations, corporations, individuals, ticket sales and class tuition.
13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?  
Yes, we use approximately 200 volunteer ushers who help guide patrons to seating, take tickets, and operate concessions sales. This has been a long term practice, and is not included in our budget.
14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?  
Yes, we will move forward no matter what. You can be sure that you're not risking the funding - we are in strong financial shape and with your help we can build on our ability to provide services to Solana Beach. We have survived COVID, and we plan to thrive in season 40!

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*



5-18-21

**Authorized Signature of Organization**

**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

### QUESTION 3

Financial Assistance has been received from the City of Solana Beach in the following years for the project listed below:

- 2004-Educational Outreach Program, "Behind the Mask"
- 2005-Planning costs for Cedros Crossing
- 2006-Educational Outreach Program, "Behind the Mask"
- 2008-Education Outreach program, "Behind the Mask"
- 2010-Educational Play about Solana Beach
- 2011-Educational Outreach Program, "Behind the Mask"
- 2012-Education outreach program "Anti-Bullying"
- 2013-Theatre School Holocaust Production, "Anne Frank"
- 2014-Theatre School Literacy Project, "Seussical"
- 2015-Theatre School Literacy Project, "Aladdin Jr."
- 2016-Theatre School Literacy Project, "Peter and the Starcatcher"
- 2017-Theatre School, "The Secret Garden"
- 2018-Theatre School, "She Kills Monsters"
- 2019-Theatre School, "Comedy of Errors" and "Three Muskateers"
- 2020-Theatre School, "The Tempest" and "The Neverending Story"
- 2020-Small Business COVID Relief Grant



NORTH COAST REPERTORY THEATRE - OPERATING BUDGET - BOARD APPROVED

SEASON 39 - FISCAL YEAR 2020-21

	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>
	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>TOTAL</u>
	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>FY 20-21</u>

UNRESTRICTED OPERATING FUND

**SUPPORT AND REVENUE**

Contributed Revenue	75,724	250,982	43,850	91,350	48,850	94,350	145,850	167,350	66,350	146,350	41,350	33,850	1,206,206
Ticket Revenue - Mainstage	29,411	23,883	14,274	0	122,735	46,183	120,996	65,036	117,064	122,400	73,745	111,955	847,682
Ticket Revenue - Variety	1,250	0	6,800	119,140	0	14,275	14,850	4,375	0	33,775	0	4,375	198,840
Theatre School Revenue	11,860	12,090	0	4,000	7,260	7,260	12,050	7,260	10,650	0	90,000	3,450	165,880
Other Revenue	8,258	1,148	1,332	5,769	6,857	3,710	7,786	5,010	7,452	9,643	4,220	8,635	69,820
Patron Service Revenue	4,959	483	1,050	5,357	6,414	3,609	7,218	3,997	6,117	8,785	4,104	6,199	58,292
Special Events Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0

<b>Total Support &amp; Revenue</b>	<b>131,462</b>	<b>288,586</b>	<b>67,306</b>	<b>225,616</b>	<b>192,116</b>	<b>169,386</b>	<b>308,750</b>	<b>253,027</b>	<b>207,633</b>	<b>320,953</b>	<b>213,419</b>	<b>168,464</b>	<b>2,546,719</b>
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AS OF 10.1.18 as of 11.1.18

**EXPENSES**

Personnel - Admin	58,905	61,843	73,033	73,593	74,538	74,538	73,593	74,538	73,593	88,593	88,593	79,530	894,886
Personnel - Artistic	19,549	17,242	9,014	24,402	45,558	44,829	33,957	33,886	34,551	29,365	61,123	43,335	396,811
Personnel - Taxes & Benefits	14,736	14,830	15,273	20,251	27,525	24,901	22,070	21,230	21,204	22,323	25,039	23,164	252,546
Cost of Tix & CC Donations	11,906	7,786	2,339	3,948	15,726	8,530	17,428	12,059	15,040	17,802	12,077	13,716	138,356
General & Admin Expenses	32,954	22,254	27,754	26,654	23,726	22,526	22,726	22,501	23,801	23,361	23,661	24,560	296,477
Development Expenses	1,350	20,600	2,350	600	1,350	1,600	350	1,600	90,281	350	5,350	350	126,131
Marketing Expenses	50,078	11,128	13,078	17,878	21,778	16,628	19,128	22,478	14,253	21,428	13,003	28,321	249,179
Production Expenses	42,490	11,590	400	400	16,148	16,580	16,480	11,840	400	5,500	31,172	0	153,000
Theatre School Productions	4,660	1,000	1,000	5,392	1,000	7,100	1,000	4,414	1,000	0	2,925	500	29,991
Variety Night Expenses	0	4,170	0	72,833	4,185	10,533	(1,980)	2,163	0	12,618	1,980	2,162	108,663

<b>Total Expenses</b>	<b>236,627</b>	<b>172,443</b>	<b>144,240</b>	<b>245,950</b>	<b>231,533</b>	<b>227,764</b>	<b>204,751</b>	<b>206,709</b>	<b>274,123</b>	<b>221,340</b>	<b>264,922</b>	<b>215,637</b>	<b>2,646,039</b>
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<b>Net</b>	<b>(105,165)</b>	<b>116,144</b>	<b>(76,934)</b>	<b>(20,334)</b>	<b>(39,417)</b>	<b>(58,378)</b>	<b>103,999</b>	<b>46,318</b>	<b>(66,490)</b>	<b>99,613</b>	<b>(51,503)</b>	<b>(47,172)</b>	<b>(99,320)</b>
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NORTH COAST REPERTORY THEATRE - OPERATING BUDGET - BOARD APPROVED

SEASON 39 - FISCAL YEAR 2020-21

<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>	<i>bud</i>
<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>TOTAL</u>	
<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>FY 20-21</u>	

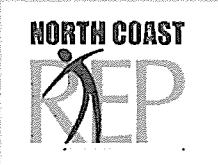
accrual based budget - see separate cash flow statement

CAP GRANT INCOME	0	0	0	0	10,000	0	0	0	0	0	0	0	0	10,000
ITEX TRADE \$ IN	0	0	0	0	0	5,000	0	0	0	0	0	0	0	5,000
RESTRICTED INC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CAP EQUIP EXPENSE	0	0	0	0	(10,000)	0	0	0	0	0	0	0	0	(10,000)
ITEX TRADE \$ OUT	0	0	0	0	0	(5,000)	0	0	0	0	0	0	0	(5,000)
CONTINGENCY	0	0	0	0	0	0	0	0	0	0	0	0	(8,000)	(8,000)
DEPRECIATION	0	0	0	0	0	0	0	0	0	0	0	0	(12,000)	(12,000)
RESTRICTED EXPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADJUSTED NET	(105,165)	116,144	(76,934)	(20,334)	(39,417)	(58,378)	103,999	46,318	(66,490)	99,613	(51,503)	(67,172)	(119,320)	

NOTE: Although our original Budget above for Fiscal Year 2020-2021 anticipated a loss, our current actuals and projections as of May 18, 2021 show an anticipated surplus of \$300,000

PROJECT BUDGET

SEASON 40



as of 5/18/21

OPERATING FUND & OTHER FUNDS

Preliminary Budget Draft for FY 2021-22 (\$40) vs.  
Current Actuals/Projections for FY 2020-21 (\$39)

S39 Actuals: Sep - Apr  
S39 Projections: May - Aug

DRAFT PRELIM BUDGET 21-22 \$ 40	CURRENT ACT/PROJ 20-21 \$ 39	VAR ANNUAL \$40 vs. \$39
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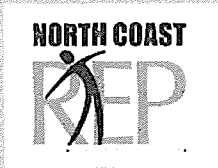
UNRESTRICTED OPERATING FUND

SUPPORT AND REVENUE			
Contributions	950,000	1,806,262	(856,262) a
Ticket Revenue - Mainstage	1,250,000	255,685	994,315 b
Ticket Revenue - Variety	400,000	13,158	386,842 c
Theatre School Revenue	180,000	124,148	55,852 d
Other Revenue	85,000	13,534	71,466 e
Patron Service Revenue	70,000	1,998	68,003 f
<b>Total Support &amp; Revenue</b>	<b>2,935,000</b>	<b>2,214,784</b>	<b>720,215</b>
EXPENSES			
Personnel - Admin	950,000	818,072	131,928 h.1
Personnel - Artistic	450,000	107,577	342,423 h.2
Personnel - Taxes & Benefits	220,000	173,055	46,945 h.3
Cost of Tix & CC Donations	150,000	71,852	78,148 i.1
General & Admin Expenses	300,000	262,836	37,164 i.2
Development Expenses	125,000	121,898	3,102 j
Marketing Expenses	300,000	157,191	142,809 k
Production Expenses	170,000	148,300	21,700 l
Theatre School Productions	35,000	25,412	9,588 m
Variety Night Expenses & Spec Proj	170,000	34,719	135,281 n
<b>Total Expenses</b>	<b>2,870,000</b>	<b>1,920,912</b>	<b>949,090</b>
<b>NET CHANGE - OPERATIONS</b>	<b>65,000</b>	<b>293,872</b>	<b>(228,874) p</b>

2.2%

13.3%

**SEASON 40**



as of 5/18/21

**OPERATING FUND & OTHER FUNDS**

Preliminary Budget Draft for FY 2021-22 (\$40) vs.  
Current Actuals/Projections for FY 2020-21 (\$39)

S39 Actuals: Sep - Apr  
S39 Projections: May - Aug

DRAFT PRELIM BUDGET 21-22	CURRENT ACT/PROJC 20-21	VAR ANNUAL
\$ 40	\$ 39	\$40 vs. \$39

**NON OPERATING AND RESTRICTED FUNDS**

<b>SUPPORT AND REVENUE</b>			
Capital Grant Income	12,000	194,545	(182,545)
Itex Trade \$ in	5,000	5,000	0
Restricted Income - Foundation Account	5,000	57,564	(52,564)
Restricted Income - Large Gifts Cash Resrv.	0	0	0
Restricted Income - New Venue	0	0	0
<b>Total Support &amp; Revenue (NON OPERATING)</b>	<b>22,000</b>	<b>257,108</b>	<b>(235,109)</b>
<b>EXPENSES</b>			
Capital Grant Expense	(12,000)	(195,557)	183,557
Itex Trade \$ out	(5,000)	(5,000)	(0)
Restricted Expenses - New Venue	(20,000)	(20,000)	0
Depreciation Expense	(15,000)	(12,000)	(3,000)
Contingency	(10,000)	(18,000)	8,000
<b>Total Expenses (NON-OPERATING)</b>	<b>(62,000)</b>	<b>(250,557)</b>	<b>188,557</b>
<b>NET CHANGE - OTHER FUNDS</b>	<b>(40,000)</b>	<b>6,552</b>	<b>(46,552)</b>

<b>NET CHANGE - ALL FUNDS</b>	<b>25,000</b>	<b>300,425</b>	<b>(275,427)</b>
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accrual based budget

North Coast Repertory Theatre,  
A Non-Profit Corporation

Financial Statements  
and  
Independent Auditor's Report

For the Year Ended August 31, 2020

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## Table of Contents

Independent Auditor's Report.....	1-2
Financial Statements:	
Statement of Financial Position.....	3
Statement of Activities and Change in Net Assets.....	4
Statement of Cash Flows.....	5
Statement of Functional Expenses.....	6
Notes to the Financial Statements.....	7-14

# A M Owens, CPA

A Professional Corporation

9830 N. Magnolia Ave., #188 Santee, CA 92071 Phone & Fax (619)698-2401

Board of Directors  
North Coast Repertory Theatre

## INDEPENDENT AUDITOR'S REPORT

Dear Members of the Board:

### **Report on the Financial Statements**

I have audited the accompanying financial statements of North Coast Repertory Theatre, which comprise the statement of financial position as of August 31, 2020, and the related statement of activities and change in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with generally accepted auditing standards in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

## Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Coast Repertory Theatre as of August 31, 2020, and the results of its activities and its cash flows for the year then ended in conformity with generally accepted accounting principles in the United States of America.

## Report on Summarized Comparative Information

I have previously audited North Coast Repertory Theatre's August 31, 2019 financial statements and I expressed an unmodified opinion on those financial statements in my report dated January 1, 2020. In my opinion, the summarized comparative information presented herein as of and for the year ended August 31, 2019, consistent, in all material respects, with the audited financial statements from which it has been derived.

San Diego, California  
December 16, 2020

*A M Owens, CPA*  
A M Owens, CPA  
A Professional Corporation

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Statement of Financial Position  
August 31, 2020  
With Comparative Totals as of August 31, 2019

	<u>ASSETS</u>	<u>2020</u>	<u>2019</u>	
<b>CURRENT ASSETS</b>				
Cash	\$		\$	
- without donor restrictions		669,877	438,548	
- with donor restrictions		41,216	44,313	
Investments				
- without donor restrictions		333,180	297,769	
- with donor restrictions		50,808	49,640	
Receivables				
- without donor restrictions		7,123	23,957	
Prepaid expenses		93,577	51,216	
Prepaid production costs		105,423	205,648	
Deposits		7,682	7,682	
		1,308,886	1,118,773	
<b>PROPERTY AND EQUIPMENT</b>				
Less: Accumulated Depreciation (Note 2)		110,526	102,146	
Total Assets	\$	1,419,412	\$	1,220,919
<u>LIABILITIES AND NET ASSETS</u>				
<b>CURRENT LIABILITIES</b>				
Accounts payable, trade	\$	33,071	\$	21,152
Accrued wages and expense		1,377		4,414
Deferred revenue (Note 3)		853,710		842,447
Accrued vacation payable		52,223		41,458
		940,381		909,471
Total Current Liabilities		940,381		909,471
<b>LONG-TERM DEBT</b>		0		0
<b>NET EQUITY (DEFICIT)</b>				
Net assets with donor restrictions		92,024		93,953
Net assets without donor restrictions		387,007		217,495
		479,031		311,448
Total Net (Equity)		479,031		311,448
Total Liabilities and Net Assets	\$	1,419,412	\$	1,220,919

See the Accompanying Notes to the Financial Statements.



North Coast Repertory Theatre,  
A Non-Profit Corporation  
Statement of Activities and Changes in Net Assets  
For the Year Ended August 31, 2020  
With Comparative Totals as of August 31, 2019

	<u>Without</u> Donor <u>Restrictions</u>	<u>With</u> Donor <u>Restrictions</u>	<u>2020</u> Combined <u>Totals</u>	<u>2019</u> Combined <u>Totals</u>
<b>SUPPORT AND REVENUE</b>				
Public Support:				
Admissions	\$ 972,223	\$ 0	\$ 972,223	\$ 1,736,802
Theatre school	115,619	0	115,619	176,225
Concessions and other support	35,892	0	35,892	46,938
Contributions (Note 11)	1,101,575	283,876	1,385,451	1,028,672
Investment income	13,904	1,172	15,076	3,483
	<u>2,239,213</u>	<u>285,048</u>	<u>2,524,261</u>	<u>2,992,120</u>
Net Assets Released From Restrictions	286,977	( 286,977 )	0	0
Total Support & Revenue	<u>2,526,190</u>	<u>( 1,929 )</u>	<u>2,524,261</u>	<u>2,992,120</u>
<b>EXPENDITURES</b>				
Production costs	1,979,841	0	1,979,841	2,505,089
General and administrative	154,198	0	154,198	141,321
Fund raising	222,639	0	222,639	287,813
Total Expenditures	<u>2,356,678</u>	<u>0</u>	<u>2,356,678</u>	<u>2,934,223</u>
Change in net assets	169,512	( 1,929 )	167,583	57,897
Net Assets (Deficit), Begin of Year	<u>217,495</u>	<u>93,953</u>	<u>311,448</u>	<u>253,551</u>
Net Assets (Deficit), End of Year	<u>\$ 387,007</u>	<u>\$ 92,024</u>	<u>\$ 479,031</u>	<u>\$ 311,448</u>

See the Accompanying Notes to the Financial Statements.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Statement of Cash Flows  
For the Year Ended August 31, 2020  
With Comparative Totals as of August 31, 2019

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in Net Assets	\$ 167,583	\$ 57,897
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	3,771	11,883
(Increase) Decrease in Operating Assets:		
Receivables	16,834	( 5,833 )
Prepaid expenses	( 42,361 )	( 19,110 )
Prepaid production costs	100,225	( 16,564 )
Deposits	0	274
Increase (Decrease) in Operating Liabilities:		
Accounts payable	11,919	2,924
Accrued wages	( 3,037 )	1,247
Deferred Revenue	11,263	109,213
Accrued vacation	10,765	6,522
	<hr/>	<hr/>
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>276,962</b>	<b>148,453</b>
	<hr/>	<hr/>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	( 12,151 )	0
Investments purchased	( 1,169 )	0
	<hr/>	<hr/>
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<b>( 13,320 )</b>	<b>0</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on debt	0	0
	<hr/>	<hr/>
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<b>0</b>	<b>0</b>
	<hr/>	<hr/>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<b>263,642</b>	<b>148,453</b>
<b>BEGINNING CASH AND CASH EQUIVALENTS</b>	<b>780,631</b>	<b>632,178</b>
	<hr/>	<hr/>
<b>ENDING CASH AND CASH EQUIVALENTS</b>	<b>\$ 1,044,273</b>	<b>\$ 780,631</b>
	<hr/> <hr/>	<hr/> <hr/>
Interest Paid	\$ 188	\$ 129
Taxes Paid	\$ 0	\$ 0
	<hr/> <hr/>	<hr/> <hr/>

See the Accompanying Notes to the Financial Statements.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Statement of Functional Expenses  
For the Year Ended August 31, 2020

	Production Costs	General Admin.	Fund- Raising	2020 Total	2019 Total
Salaries	\$ 877,868	\$ 80,566	\$ 132,123	\$ 1,090,557	\$ 1,226,329
Payroll Taxes	84,329	7,739	12,692	104,760	131,015
Employee Benefits	154,506	14,180	23,253	191,939	208,538
<b>Total Payroll Expenses</b>	<b>1,116,703</b>	<b>102,485</b>	<b>168,068</b>	<b>1,387,256</b>	<b>1,565,882</b>
Outside Contractors	41,933	1,482	588	44,003	64,953
Volunteer Hours Expense	31,518	0	0	31,518	47,148
Professional Services	221	7,580	0	7,801	8,021
Occupancy	140,486	7,805	7,805	156,096	152,246
Utilities	18,106	2,130	1,065	21,301	29,054
Janitorial	2,814	156	156	3,126	5,225
Supplies/Misc.	10,882	9,794	1,028	21,704	30,076
Concession Supplies	11,870	0	0	11,870	15,671
Communications	4,513	564	564	5,641	4,971
Postage and Shipping	3,400	1,133	6,788	11,321	18,431
Printing and Copying	37,635	11,889	13,592	63,116	82,448
Travel and Meals	73,979	1,402	3,322	78,703	93,897
Credit Card Processing/Bank Fees	46,574	208	0	46,782	58,677
Insurance	11,498	1,437	1,437	14,372	17,018
Membership Dues	5,506	0	0	5,506	6,627
Interest	0	1,842	0	1,842	129
Repairs and Maintenance	9,431	0	0	9,431	4,836
Advertising and Marketing	151,741	0	236	151,977	220,869
Royalties	82,779	0	0	82,779	137,577
Special Events	0	0	17,990	17,990	78,229
Mainstage Events	147,370	0	0	147,370	239,429
Theatre School	27,111	0	0	27,111	36,425
Taxes/Licenses	0	4,291	0	4,291	4,501
<b>Total Expenses Before Depreciation</b>	<b>1,976,070</b>	<b>154,198</b>	<b>222,639</b>	<b>2,352,907</b>	<b>2,922,340</b>
Depreciation	3,771	0	0	3,771	11,883
<b>Total Expenses</b>	<b>\$ 1,979,841</b>	<b>\$ 154,198</b>	<b>\$ 222,639</b>	<b>\$ 2,356,678</b>	<b>\$ 2,934,223</b>

See the Accompanying Notes to the Financial Statements.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
For the Year Ended August 31, 2020

Note 1 - Summary of Significant Accounting Policies

General

North Coast Repertory Theatre, a Non-Profit Corporation (the Theatre) is a non-profit organization incorporated in California in 1982. Its stated purpose is to educate the public in an appreciation of the theatre arts through stage productions of consistent quality, to be recognized as the premier professional regional live theatre in San Diego North Coastal County, to provide educational services for audiences of all ages, focusing on the youth if the community and to provide an opportunity for actors and theatre professionals to develop their artistic skills through participation in the Theatre's productions.

Basis of Accounting

The financial statements of the Theatre have been prepared on the accrual basis in accordance with generally accepted accounting principles in the United States of America.

Basis of Presentation

The Theatre is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

The Theatre's program expenses are shown as production costs in the accompanying statements of activities.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles includes the use of estimates that affect the financial statements. Accordingly, actual results could differ from those estimates.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence or nature of any donor restrictions. Net assets with donor restrictions are reported in Note 4.

All donor-restricted contributions are reported as net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
(continued)  
For the Year Ended August 31, 2020

Note 1 - Summary of Significant Accounting Policies (continued)

Promises to Give

Unconditional promises to give are recognized as contribution revenue in the period received and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Promises to give are recorded at net realizable value if expected to be collected in one year and at fair value if expected to be collected in more than one year. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

Property and Equipment

Depreciation of buildings and equipment is provided over the estimated useful lives of the respective assets using the straight-line method.

Acquisitions of property and equipment in excess of \$500 are capitalized. Donated equipment is recorded at fair market value at the date of the donation. Purchased equipment is recorded at cost.

Ticket Sales

Ticket sales received prior to the fiscal year to which they apply are not recognized as revenues until the year earned.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash equivalents include time deposits, certificates of deposit and all highly liquid debt instruments with original maturities of three months or less.

Income Tax Status

The Theatre is classified as a Section 501(c) (3) Organization under the Federal Internal Revenue Code and Section 13.2210 (e) of the State Revenue and Taxation Code. As a result, it has been determined to be exempt from federal income and state franchise taxes. Tax years 2016-2018 are open to examination by taxing authorities.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
(continued)  
For the Year Ended August 31, 2020

Note 1 - Summary of Significant Accounting Policies (continued)

Donated Services

Donated services valued at \$31,518 are stated as revenue and as an offsetting expense to give accounting recognition to this significant resource of the Theatre. Such donated time is valued at \$12.00 per hour.

Investments

Investments with readily determined market value are carried at market value and unrealized gains and losses are treated as current items in the year in which they occur. Investments without readily determined market values are carried at cost.

The FASB issued authoritative guidance relating to fair value measurements which establishes a common definition for fair value to be applied to U.S. generally accepted accounting principles requiring use of fair value, establishes a framework for measuring fair value, and expands disclosures about such fair value measurements.

The Theatre measures fair value at the price that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market and participants at the measure date. The guidance establishes a hierarchy for ranking the quality and reliability of the information used to determine fair values.

A summary of the fair value hierarchy under the authoritative guidance is described in Note 5.

Comparative Totals for August 31, 2019

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Theatre's financial statements for the year ended August 31, 2019, from which the summarized information was derived.

Note 2 - Property and Equipment

The following is a summary of property and equipment, less accumulated depreciation and amortization at August 31, 2020:

	<u>2020</u>
Construction in progress	\$ 47,194
Leasehold improvements	161,576
Furniture and equipment	319,000
	<hr/>
	527,770
Accumulated depreciation and amortization	( 417,244 )
	<hr/>
Property and Equipment - Net	\$ 110,526
	<hr/> <hr/>

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
(continued)  
For the Year Ended August 31, 2020

Note 3 – Deferred Revenue

The Theatre had received \$853,710 at August 31, 2020, on advance ticket sales for the next theater season. As each production is presented, the portion of the advance sales collections that pertains to that production will be recognized as revenue. In the event any of the scheduled productions for the season are not presented, the advance ticket collections for that production will be available for refund to the ticket holders.

Note 4 – Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes as of August 31, 2020:

	<u>2020</u>
Purpose of Restricted Donations	
Capital Campaign	\$ 41,216
Endowment Funds	50,808
Total	<u>\$ 92,024</u>

Note 5 – Endowment Funds

Endowment funds were \$50,808 as of August 31, 2020. These funds are held in an agency endowment fund at The Jewish Community Foundation (JCF).

No later than April 1<sup>st</sup> of year commencing after the fair market value of the fund reached the amount of \$50,000, JCF shall distribute to the Theatre an amount equal to the JCF payout rate multiplied by the fair market value of the fund (the “available amount”). The term “fair market value of the fund” shall mean the value of all cash and securities held by the fund, including all earnings and unrealized appreciation thereon, as determined by JCF. The term “JCF payout rate” shall mean the percentage rate determined by the Board of Directors of JCF pursuant to California law with respect to distributions from endowment funds.

JCF shall have all powers necessary to carry out the purposes of the fund, including, but not limited to, the power to retain, invest and reinvest the fund in any manner consistent with the California Uniform Prudent Management of Institutional Funds Act, and shall have the power to commingle the assets of the fund with those of other funds for investment purposes, provided that such commingling shall not contravene the purpose and limitations set forth in this agreement. JCF shall have the ultimate authority and control over all property in the fund, and the income derived therefrom, subject to the terms of this agreement and the standards for investment governing nonprofit public benefit corporations under California Corporations Code Section 5240. The fund shall be administered under and subject to the procedures and/or rules for the operation of permanent endowment funds as the same may be adopted, or modified from time to time, by JCF.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
(continued)  
For the Year Ended August 31, 2020

Note 5 – Endowment Funds (continued)

The fund shall be administered under and subject to the Bylaws, Articles of Incorporation and the endowment policies of JCF in effect from time to time. JCF shall have the power to modify and restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the sole discretion of the Board of Directors (without the necessity of the approval of the Theatre or any beneficiary organization), such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. All money and property in the fund shall be assets of JCF, and not a separate trust, and shall be subject only to the control of JCF. Even though the fund may not be segregated, separate accounting records will be maintained for the fund. Nothing in this agreement is intended to be inconsistent with the status of JCF as an organization described in Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986. JCF is authorized to amend this agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention.

For the year ended August 31, 2020, the Theatre received \$2,374 in distributions from the fund.

Note 6 – Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the assets or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

The following details the level within the fair value hierarchy of the Theatre's assets as fair value as of August 31, 2020. Level 1 investment consists of equities and CDS and totaled \$354,255. There were no Level 2 or Level 3 investments.



North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
(continued)  
For the Year Ended August 31, 2020

Note 6 – Fair Value Measurements (continued)

Investments at fair market value at August 31, 2020, consist of the following:

	<u>Adjusted Cost</u>	<u>Fair Market Value</u>	<u>Fair Value (Level 1)</u>	<u>Fair Value (Level 2)</u>
Equities (Level 1)				
Fund at JCF	\$ 47,799	\$ 50,808	\$ 50,808	\$ 0
Money Market Funds				
CDS - Pacific Premier	303,447	303,447	303,447	0

Investment return for the year ended August 31, 2020 included in the statements of activities is comprised of the following:

	<u>2020</u>
Realized and unrealized gains	\$ 7,953
Interest and dividends (net of fees of \$297)	7,123
	<u>\$ 15,076</u>

Note 7 – Cash and Equivalents

At August 31, 2020, cash was held in the following institutions:

Change Funds	\$ 570
Union Bank - checking (2 accounts)	317,132
Wells Fargo (2 accounts)	73,953
US Bank (4 accounts)	349,070
Pacific Premier (4 accounts)	303,447
IFG Financial (1 account)	101
	<u>\$ 1,044,273</u>

Concentration of Credit Risk

The Theatre maintains its cash in bank accounts and brokerage accounts, which, at times, may exceed federally insured limits. The Theatre has not experienced any losses in such accounts. The Theatre believes it is not exposed to any significant credit risk on cash and cash equivalents.

Each account is insured by the FDIC for amounts up to \$250,000.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
(continued)  
For the Year Ended August 31, 2020

Note 8 – Restricted Assets – San Diego Foundation

Total assets with a fair market value of \$33,831 are held in the North Coast Repertory Theatre endowment fund of the San Diego Foundation and invested by the Foundation. The Theatre has no ownership rights over the principal and does not include these funds on the statement of financial position. However, the Theatre receives investment income annually from these assets. Total investment income received from the San Diego Foundation for the year ended August 31, 2020 was \$1,360.

Note 9 – Operating Lease

The Theatre leases its facilities under a month-to-month rental agreement. Total rental expense was \$154,163 for the year ended August 31, 2020.

Note 10 – Retirement Plan

The Theatre maintains a tax deferred contribution plan qualified under Section 403(b) of the Internal Revenue Code. Eligible employees may contribute a percentage of their compensation to the Plan. Employer contributions totaled \$5,650 for the year ended August 31, 2020.

Note 11 – PPP Loan and Covid-19

On April 15, 2020, the Theatre received loan proceeds in the amount of \$282,222 under the Paycheck Protection Program (“PPP”). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (“CARE Act”), provides for loans to qualifying business for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduced salaries during the eight-week period.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months. The Theatre has used the PPP Loan funds consistent with the loan requirements for forgiveness. Subsequent to the August 31, 2020 year end, the Theatre received notification that the full amount of the PPP Loan and accrued interest of \$1,654 has been forgiven. Therefore, the Theatre has included \$283,876 in grants for the year ended August 31, 2020.

Due to Covid-19, the Theatre had to cancel shows and events during the fiscal year. Due to the generosity of supporters and responsive management, the Theatre believes it is in a fiscal position to be able to cover its expenses until shows and events can begin again.

North Coast Repertory Theatre,  
A Non-Profit Corporation  
Notes to Financial Statements  
(continued)  
For the Year Ended August 31, 2020

Note 12—Subsequent Events

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Events subsequent to August 31, 2020 have been evaluated through December 16, 2020, the date these financial statements were available to be issued, to determine whether they should be disclosed to keep the financial statements from being misleading. Management found no subsequent events other than those related to the PPP Loan and the effects from Covid disclosed in Note 11.

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2019 calendar year, or tax year beginning **09/01/19**, and ending **08/31/20**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <p align="center"><b>NORTH COAST REPERTORY THEATRE</b></p> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>987-D LOMAS SANTA FE DRIVE</b> City or town, state or province, country, and ZIP or foreign postal code <b>SOLANA BEACH CA 92075</b>	<b>D</b> Employer identification number <b>95-3819307</b> <b>E</b> Telephone number <b>858-481-2155</b> <b>G</b> Gross receipts \$ <b>2,489,882</b>
<b>F</b> Name and address of principal officer: <b>SHARON STEIN</b> <b>987 LOMAS SANTA FE DRIVE</b> <b>SOLANA BEACH CA 92075</b>		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>L</b> Year of formation: <b>1982</b> <b>M</b> State of legal domicile: <b>CA</b>
<b>J</b> Website: ▶ <b>WWW.NORTHCOASTREP.ORG</b>		<b>H(c)</b> Group exemption number ▶
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <p align="center"><b>TO OPERATE A NOT-FOR-PROFIT PROFESSIONAL THEATRE FOR THE PROMOTION OF THE PUBLIC APPRECIATION AND EDUCATION REGARDING THEATRE ARTS.</b></p>			
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>18</b>	
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>18</b>	
	<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a)	<b>5</b>	<b>121</b>	
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	<b>0</b>	
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0</b>	
	<b>b</b> Net unrelated business taxable income from Form 990-T, line 39	<b>7b</b>	<b>0</b>	
<b>Revenue</b>		Prior Year	Current Year	
	<b>8</b> Contributions and grants (Part VIII, line 1h)	<b>981,524</b>	<b>1,353,933</b>	
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>1,959,965</b>	<b>1,123,734</b>	
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>7,434</b>	<b>12,215</b>	
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>-78,229</b>	<b>0</b>	
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>2,870,694</b>	<b>2,489,882</b>	
<b>Expenses</b>				
	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)		<b>0</b>	
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		<b>0</b>	
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>1,565,882</b>	<b>1,387,256</b>	
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		<b>0</b>	
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>222,639</b>			
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>1,242,964</b>	<b>938,201</b>	
	<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>2,808,846</b>	<b>2,325,457</b>	
	<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>61,848</b>	<b>164,425</b>	
<b>Net Assets or Fund Balances</b>		Beginning of Current Year	End of Year	
	<b>20</b> Total assets (Part X, line 16)	<b>1,220,919</b>	<b>1,419,412</b>	
	<b>21</b> Total liabilities (Part X, line 26)	<b>909,471</b>	<b>940,381</b>	
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>311,448</b>	<b>479,031</b>	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>SHARON STEIN</b> Type or print name and title	Date	
	<b>President</b>		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>Alicia M. Owens</b>	Preparer's signature <i>Alicia M. Owens</i> <b>Alicia M. Owens</b>	Date <b>01/05/21</b>
	Firm's name ▶ <b>A.M. Owens, CPA, APC</b>	Check <input type="checkbox"/> if self-employed	PTIN <b>P01212923</b>
	Firm's address ▶ <b>9830 N Magnolia Ave # 188 Santee, CA 92071</b>	Firm's EIN ▶ <b>45-4128534</b>	Phone no. <b>619-698-2401</b>

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

**TO OPERATE A NOT-FOR-PROFIT PROFESSIONAL THEATRE FOR THE PROMOTION OF THE PUBLIC APPRECIATION AND EDUCATION REGARDING THEATRE ARTS.**

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ **1,948,323** including grants of \$ ) (Revenue \$ **1,123,734** )

**THE ORGANIZATION OPERATES A NOT-FOR-PROFIT PROFESSIONAL THEATRE FOR PROMOTION OF THE PUBLIC APPRECIATION OF EDUCATION REGARDING THEATRE ARTS. THEY PRODUCED 8 MAINSTAGE SHOWS AND MAIN OTHER COLLABORATIVE EVENTS. THE ORGANIZATION ALSO TEAMS WITH COMMUNITIES THROUGHOUT SAN DIEGO COUNTY TO PROVIDE ARTS AND EDUCATION PROGRAMS TO CHILDREN AND TEENS OF ALL BACKGROUNDS AND SOCIOECONOMIC LEVELS. IN-SCHOOL RESIDENCY PROGRAMS PROVIDE STUDENTS WITH EXPOSURE TO THE DRAMATIC ARTS AND WORKSHOPS INCORPORATE AFFORDABLE PROFESSIONAL INSTRUCTION AND ARE OFFERED DURING AND/OR AFTER SCHOOL. DURING THE FYE 8/31/20, THE THEATRE WAS CLOSED DUE TO COVID-19. THE THEATRE PERFORMED SEVERAL ONLINE PRODUCTIONS IN LIEU OF IN PERSON PERFORMANCES.**

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

**N/A**

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

**N/A**

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **▶ 1,948,323**

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<b>X</b>	
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	<b>X</b>	
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		<b>X</b>
<b>4</b> <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		<b>X</b>
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		<b>X</b>
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		<b>X</b>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		<b>X</b>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<b>X</b>
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		<b>X</b>
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	<b>X</b>	
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	<b>X</b>	
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		<b>X</b>
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		<b>X</b>
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		<b>X</b>
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		<b>X</b>
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		<b>X</b>
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	<b>X</b>	
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		<b>X</b>
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<b>X</b>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States?		<b>X</b>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		<b>X</b>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		<b>X</b>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		<b>X</b>
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> (see instructions)		<b>X</b>
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		<b>X</b>
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		<b>X</b>
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		<b>X</b>
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		<b>X</b>

**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		<b>X</b>
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		<b>X</b>
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		<b>X</b>
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
<b>25a</b> <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
<b>26</b> Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		<b>X</b>
<b>27</b> Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		<b>X</b>
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>b</b> A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		<b>X</b>
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		<b>X</b>
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		<b>X</b>
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		<b>X</b>
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)?		<b>X</b>
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		<b>X</b>
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		<b>X</b>
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	<b>X</b>	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
<b>1a</b> Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
<b>b</b> Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

**Part V** Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a		<b>121</b>
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<b>X</b>	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		<b>X</b>
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		<b>X</b>
<b>b</b>	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		<b>X</b>
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		<b>X</b>
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		<b>X</b>
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>	
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>	
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders	<b>11a</b>	
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>	
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>	
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>	
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note:</b> See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>	
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>	
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>	
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>	<b>X</b>
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	<b>14b</b>	
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	<b>15</b>	<b>X</b>
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>	<b>X</b>



**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	<b>18</b>	
<b>1b</b>	Enter the number of voting members included on line 1a, above, who are independent	<b>18</b>	
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		<b>X</b>
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		<b>X</b>
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<b>X</b>
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		<b>X</b>
<b>6</b>	Did the organization have members or stockholders?		<b>X</b>
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		<b>X</b>
<b>7b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		<b>X</b>
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body?	<b>X</b>	
<b>b</b>	Each committee with authority to act on behalf of the governing body?	<b>X</b>	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		<b>X</b>

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		<b>X</b>
<b>10b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		<b>X</b>
<b>11b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13	<b>X</b>	
<b>12b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	<b>X</b>	
<b>12c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	<b>X</b>	
<b>13</b>	Did the organization have a written whistleblower policy?		<b>X</b>
<b>14</b>	Did the organization have a written document retention and destruction policy?		<b>X</b>
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>15a</b>	The organization's CEO, Executive Director, or top management official	<b>X</b>	
<b>15b</b>	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		<b>X</b>
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<b>X</b>
<b>16b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed **CA**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request  Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **▶**

**WILLIAM KERLIN** 987 LOMAS SANTA FE DRIVE  
**SOLANA BEACH** CA 92075 858-481-2155

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
  - List the organization's **five current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) <b>JAY SARNO</b>	0.00									
Office of the Pres	0.00	X		X			0	0	0	
(2) <b>WILLIAM KERLIN</b>	40.00									
Managing Director	0.00					X	106,333	0	0	
(3) <b>PETER HOUSE</b>	2.00									
Director	0.00	X			X		0	0	0	
(4) <b>SHARON STEIN</b>	2.00									
President	0.00	X		X			0	0	0	
(5) <b>MARILYN TEDESCO</b>	2.00									
Director	0.00	X		X			0	0	0	
(6) <b>DAVID ELLENSTEIN</b>	40.00									
Artistic Director	0.00					X	133,000	0	0	
(7) <b>PATRICIA MOISES</b>	2.00									
Secretary	0.00	X			X		0	0	0	
(8) <b>STEVE CHAPMAN</b>	2.00									
Director	0.00	X					0	0	0	
(9) <b>MARION DODSON</b>	2.00									
Director	0.00	X					0	0	0	
(10) <b>RICH LEIB</b>	2.00									
Director	0.00	X					0	0	0	
(11) <b>SUSAN ROTH</b>	2.00									
Director	0.00	X					0	0	0	

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) <b>MARC TAYER</b>	2.00									
Vice President	0.00	X		X			0	0	0	
(13) <b>BERIT DURLER</b>	2.00									
Treasurer	0.00	X		X			0	0	0	
(14) <b>BEVERLY LIBERMAN</b>	2.00									
Director	0.00	X					0	0	0	
(15) <b>HARV KAUFFMAN</b>	2.00									
Director	0.00	X					0	0	0	
(16) <b>MARINA PASTOR</b>	2.00									
Director	0.00	X					0	0	0	
(17) <b>JUDY WHEATLEY</b>	2.00									
Director	0.00	X					0	0	0	
(18) <b>ELIZABETH TRESP</b>	2.00									
Director	0.00	X					0	0	0	
<b>1b Subtotal</b>							<b>239,333</b>			
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>							<b>239,333</b>			

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **2**

	Yes	No
<b>3</b> Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		<b>X</b>
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		<b>X</b>
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		<b>X</b>

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns	<b>1a</b>				
	<b>b</b> Membership dues	<b>1b</b>				
	<b>c</b> Fundraising events	<b>1c</b>				
	<b>d</b> Related organizations	<b>1d</b>				
	<b>e</b> Government grants (contributions)	<b>1e</b>	300,876			
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	1,053,057			
	<b>g</b> Noncash contributions included in lines 1a-1f	<b>1g</b>	\$ 13,896			
	<b>h Total.</b> Add lines 1a-1f		<b>1,353,933</b>			
<b>Program Service Revenue</b>	<b>2a</b> <u>ADMISSIONS</u>	Business Code	972,223	972,223		
	<b>b</b> <u>THEATRE SCHOOL</u>		115,619	115,619		
	<b>c</b> <u>CONCESSIONS AND OTHER SUPPORT</u>		35,892	35,892		
	<b>d</b>					
	<b>e</b>					
	<b>f</b> All other program service revenue					
	<b>g Total.</b> Add lines 2a-2f		<b>1,123,734</b>			
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)		12,215	12,215		
	<b>4</b> Income from investment of tax-exempt bond proceeds					
	<b>5</b> Royalties					
	<b>6a</b> Gross rents	(i) Real				
		(ii) Personal				
		<b>6a</b>				
	<b>b</b> Less: rental expenses	<b>6b</b>				
	<b>c</b> Rental inc. or (loss)	<b>6c</b>				
	<b>d</b> Net rental income or (loss)					
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		<b>7a</b>				
	<b>b</b> Less: cost or other basis and sales exps.	<b>7b</b>				
	<b>c</b> Gain or (loss)	<b>7c</b>				
<b>d</b> Net gain or (loss)						
<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18						
	<b>8a</b>					
	<b>b</b> Less: direct expenses	<b>8b</b>				
<b>c</b> Net income or (loss) from fundraising events						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19						
	<b>9a</b>					
	<b>b</b> Less: direct expenses	<b>9b</b>				
<b>c</b> Net income or (loss) from gaming activities						
<b>10a</b> Gross sales of inventory, less returns and allowances						
	<b>10a</b>					
	<b>b</b> Less: cost of goods sold	<b>10b</b>				
<b>c</b> Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>	<b>11a</b>	Business Code				
	<b>b</b>					
	<b>c</b>					
	<b>d</b> All other revenue					
	<b>e Total.</b> Add lines 11a-11d					
<b>12 Total revenue.</b> See instructions		<b>2,489,882</b>	<b>1,135,949</b>	<b>0</b>	<b>0</b>	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	1,090,557	877,868	80,566	132,123
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	5,650	4,536	157	957
9 Other employee benefits	186,289	149,970	14,023	22,296
10 Payroll taxes	104,760	84,329	7,739	12,692
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	7,580		7,580	
d Lobbying				
e Professional fundraising services. See Part IV, line 7				
f Investment management fees	297		297	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	221	221		
12 Advertising and promotion	151,977	151,741		236
13 Office expenses	114,131	51,917	22,816	39,398
14 Information technology	5,641	4,513	564	564
15 Royalties	82,779	82,779		
16 Occupancy	180,523	161,406	10,091	9,026
17 Travel	78,703	73,979	1,402	3,322
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	1,842		1,842	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	3,771	3,771		
23 Insurance	14,372	11,498	1,437	1,437
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>MAINSTAGE</b>	147,370	147,370		
b <b>BANK FEES/CC PROCESSING</b>	46,782	46,574	208	
c <b>OUTSIDE CONTRACTORS</b>	44,003	41,933	1,482	588
d <b>THEATRE SCHOOL</b>	27,111	27,111		
e All other expenses	31,098	26,807	4,291	
25 Total functional expenses. Add lines 1 through 24e	2,325,457	1,948,323	154,495	222,639
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
<b>Assets</b>	1	Cash—non-interest-bearing	437,905	1	669,877
	2	Savings and temporary cash investments	342,725	2	374,396
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	23,957	4	7,123
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	256,864	9	199,000
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	527,770		
		10a			
	b	Less: accumulated depreciation	417,244	10b	
	11	Investments—publicly traded securities	102,146	10c	110,526
	12	Investments—other securities. See Part IV, line 11	49,640	11	50,808
	13	Investments—program-related. See Part IV, line 11		12	
	14	Intangible assets		13	
15	Other assets. See Part IV, line 11	7,682	14		
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 33)	1,220,919	15	7,682	
			16	1,419,412	
<b>Liabilities</b>	17	Accounts payable and accrued expenses	67,024	17	86,671
	18	Grants payable		18	
	19	Deferred revenue	842,447	19	853,710
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	<b>Total liabilities.</b> Add lines 17 through 25	909,471	26	940,381
<b>Net Assets or Fund Balances</b>	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.				
	27	Net assets without donor restrictions	217,495	27	387,007
	28	Net assets with donor restrictions	93,953	28	92,024
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	<b>Total net assets or fund balances</b>	311,448	32	479,031
33	<b>Total liabilities and net assets/fund balances</b>	1,220,919	33	1,419,412	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,489,882
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,325,457
3	Revenue less expenses. Subtract line 2 from line 1	3	164,425
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	311,448
5	Net unrealized gains (losses) on investments	5	3,158
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	479,031

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

**Internal Revenue Service**

**Date:** July 21, 2004

North Coast Repertory ThEATRE A Non Profit  
Corporation  
987 Lomas Santa Fe. Dr. D  
Solana Beach, CA 92075-2125

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**  
Sylvia A. Williams 31-07817  
Customer Service Representative

**Toll Free Telephone Number:**  
8:00 a.m. to 6:30 p.m. EST  
877-829-5500

**Fax Number:**  
513-263-3756

**Federal Identification Number:**  
95-3819307

Dear Sir or Madam:

This is in response to your request of July 21, 2004, regarding your organization's tax-exempt status.

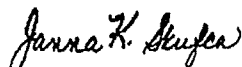
In November 1983 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE  
Customer Account Services



STATE OF CALIFORNIA

FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95367  
October 12, 1984

In reply refer to  
342:APP:PTS:rjs:g

North Coast Repertory Theatre,  
A Nonprofit Corporation  
P. O. Box 389  
Solana Beach, CA 92075

Purpose : Educational  
Form of Organization : Corporation  
Accounting Period Ending: April 30  
Organization Number : 1070451

On the basis of the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from state franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>North Coast Repertory Theatre</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>987 Lomas Santa Fe Drive Suite D</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Solana Beach, CA 92075</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													or
<b>Employer identification number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> </tr> </table>	9	5	-	3	8	1	9	3	0	7			
9	5	-	3	8	1	9	3	0	7				

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>3-11-20</b>
------------------	----------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**City of Solana Beach**  
**Community Grant Program**  
Request for Financial Assistance  
**FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: Pathways to Citizenship (formerly NCICC)

Mailing Address: 120 Stevens Ave, Solana Beach, CA 92075

Contact Person: Sonya Williams, Executive Director

Daytime Phone: 858-519-2882

Evening Phone: 858-519-2882

Email address: [sonya@pathwayssd.org](mailto:sonya@pathwayssd.org)

1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before? Yes  
  
If yes, what activities and which fiscal year?  
  
2020-21: NCICC Solana Beach Immigrant Family COVID-19 Recovery Project  
2019-20: Legal Immigration Services Scholarships for Solana Beach residents  
2018-19: Educational Program Coordinator
4. Amount requested for FY 2021-22: \$4,968
5. Proposed Total Program Costs: \$ (Includes all estimated costs to conduct proposed activity/program.) \$9,968 (\$5,000 donated by Booz Allen Hamilton)
6. Title of Proposed Program/Service: Supporting *Solana Beach Dreamers: Outreach and Legal Assistance for DACA Applicants in Solana Beach*
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:

Funds will provide three hours/week of outreach, education and legal immigration services to Solana Beach youth who are now eligible to apply for Deferred Action for Childhood Arrivals (DACA) protections and work authorization. After a two-year hiatus, U.S. Citizenship and Immigration Services (USCIS) began accepting initial (new) DACA applications in December 2020. DACA eligibility is complex, and many local immigrants (both young people and their parents) are confused and intimidated by the requirements and the legal process.

Outreach and legal services will be provided by Pedro Enriquez, Pathway's case manager, who is a trained Marriage and Family Therapist and a DOJ-accredited legal representative, as well as a DACA recipient himself. Goretty Enriquez, our Outreach Manager, is a licensed social worker, as well as a DOJ-accredited legal representative, and trusted confidant to immigrant families in Solana Beach.

USCIS DACA application fees are \$495, and through this program, we will offer four 50% scholarships at \$250 each.

8. Estimated number of S.B. residents to be served by proposed program: 20 immigrant families in Solana Beach

9. Program Dates/Location: August 2021 – May 2022 / Solana Beach, CA

10. Anticipated Program Objectives or Accomplishments:

Pathways staff will reach out to Casa de Amistad families, St. Leo's parishioners, Girls and Boys Club families and the La Colonia de Eden Gardens community to educate young people and their families who may be eligible for DACA, and we'll help them apply to USCIS protections.

10+ immigrant youth in Solana Beach will apply for DACA protections. Four will receive partial scholarship.

11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity? We will submit press releases to local North County and San Diego newspapers and inform all beneficiaries of our partnership with the City of Solana Beach, plus acknowledge the City of Solana Beach's support on our website, blogs, social media, etc.

12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?

Scholarships from World Relief and Booz Allen Hamilton will be offered to Solana Beach residents for legal immigration services.

13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?

Yes, whenever possible, including Solana Beach residents.

14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?

Yes, we will continue to serve our immigrant neighbors in Solana Beach no matter what.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents, and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*

Sonya Williams  
**Authorized Signature of Organization**

May 25, 2021  
**Date**

ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.

## City of Solana Beach Community Grant Program 2021-22

Pathways Proposal Budget: *Supporting Solana Beach Dreamers*

<b>DACA: Outreach, Education and Legal Assistance</b>	<b>per week</b>	<b>50 Week Total</b>
Case Manager, Pedro Enriquez: 1 hr/wk @ \$22/hr	\$22	\$1,100
Outreach Manager, Goretty Enriquez: 2 hrs/wk @ \$20/hr	\$40	\$2,000
<b>Total Hourly Wages</b>	<b>\$62</b>	<b>\$3,100</b>
28% CA payroll taxes	\$17	\$868
<b>Personnel Total</b>	<b>\$79</b>	<b>\$3,968</b>
USCIS DACA filing fees: 4 50% scholarships @ \$250/each		\$1,000
<b>Total Request</b>		<b>\$4,968</b>

Pathways to Citizenship BUSINESS PLAN AND CASH FLOW MANAGEMENT TOOL

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
<b>INCOME</b>														
SBPC Office Provision	Non-cash	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00	
SBPC Phone / Internet Provision	Non-cash	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00	
SBPC Subtotal Provisions	Non-cash	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00	
<b>Grant Funds Available</b>														
Coastal Community Foundation, Solana Fund										5,000.00			5,000.00	
Kingdom Builder Foundation		7,000.00										5,000.00	12,000.00	
Legacy Gift (Adrian through KBF)		30,000.00											30,000.00	
City of Solana Beach							3,000.00						3,000.00	
Other Grants (Booz Allen Social Equity)														
<b>Lazarus - Direct Distribution</b>														
Individual Donations (restricted)	875.37				500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	4,000.00	
Donor Specific Distributions		(500.00)		(495.00)	(500.00)	(500.00)	(500.00)	(500.00)	(500.00)	(500.00)	(500.00)	(500.00)	(4,995.00)	
<b>Donations</b>														
SBPC Donations				5,695.77		5,500.00						500.00	11,695.77	
Individual Donations		1,826.38	300.00	2,050.00	2,583.03	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	30,759.41	
Fundraising (incl FB & Amazon Smile)		140.00	32.18	140.00	200.00	200.00	200.00	200.00	200.00	5,000.00	200.00	200.00	6,712.18	
Board of Directors		2,000.00	2,500.00	2,117.70	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	14,617.70	
Cost of Fundraising (incl. paypal fees)		-31.88		(41.20)	(50.00)	(50.00)	(50.00)	(50.00)	(50.00)	(50.00)	(50.00)	(50.00)	(473.08)	
<b>Operating Income</b>														
World Relief Contract (CDSS)				1,058.25	2,645.62		8,000.00				5,000.00		15,645.62	
Legal Income		70.00	400.00	400.00	840.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,110.00	
PPP Loan from US Treasury			16,700.00										16,700.00	
Other Income, Reimbursements				484.95									484.95	
<b>TOTAL INCOME</b>		<b>40,504.50</b>	<b>19,932.18</b>	<b>9,867.27</b>	<b>4,966.23</b>	<b>7,095.62</b>	<b>9,950.00</b>	<b>15,450.00</b>	<b>4,450.00</b>	<b>4,450.00</b>	<b>14,250.00</b>	<b>9,450.00</b>	<b>9,950.00</b>	<b>150,315.80</b>
<b>EXPENSES</b>														
Staffing		6,625.32	6,495.11	6,985.46	7,328.06	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	75,433.95	
Withholding, FICA & Workman's Comp	30.00%	1,790.93	1,717.11	1,870.58	1,973.85	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	21,752.47	
Heartland Fees		103.50	103.50	108.00	108.00	103.50	103.50	103.50	103.50	103.50	103.50	103.50	1,251.00	
Office Rent													0.00	
Insurance - Liability, E&O, etc									5,000.00				5,000.00	
Legal Practice Management System												5,024.00	5,024.00	
World Relief Membership (annual)			1,500.00										1,500.00	
Legal Training (incl Erin Lee)			100.00		300.00	100.00	100.00	100.00	100.00	100.00	100.00		1,000.00	
Interns													0.00	
Office Supplies, Mailing, etc.		194.50	609.99	272.92	193.86	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,871.27	
Website & Marketing		11.16	20.00	141.62	33.50	58.00	58.00	58.00	58.00	58.00	58.00	58.00	670.28	
Bank Charges		7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	90.00	
Other Expenses			25.00		35.00									
<b>TOTAL EXPENSES</b>		<b>8,732.91</b>	<b>10,578.21</b>	<b>9,386.08</b>	<b>9,979.77</b>	<b>8,269.00</b>	<b>8,269.00</b>	<b>8,169.00</b>	<b>8,269.00</b>	<b>13,269.00</b>	<b>8,269.00</b>	<b>8,269.00</b>	<b>13,193.00</b>	<b>114,652.97</b>
<b>GAIN OR (LOSS) ON OPERATIONS</b>		<b>31,771.59</b>	<b>9,353.97</b>	<b>481.19</b>	<b>(5,013.54)</b>	<b>(1,173.38)</b>	<b>1,681.00</b>	<b>7,281.00</b>	<b>(3,819.00)</b>	<b>(8,819.00)</b>	<b>5,981.00</b>	<b>1,181.00</b>	<b>(3,243.00)</b>	<b>35,662.83</b>







Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

Table with columns for question number, question text, and Yes/No checkboxes. Rows include questions 33 through 45b regarding IRS reporting, organizational changes, income, political expenditures, loans, and controlled entities.

	Yes	No
<b>46</b> Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .	46	✓

**Part VI Section 501(c)(3) Organizations Only**

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . .

	Yes	No
<b>47</b> Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .	47	✓
<b>48</b> Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .	48	✓
<b>49a</b> Did the organization make any transfers to an exempt non-charitable related organization? . . . . .	49a	✓
<b>b</b> If "Yes," was the related organization a section 527 organization? . . . . .	49b	

**50** Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

**f** Total number of other employees paid over \$100,000 . . . . . ▶ \_\_\_\_\_

**51** Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
none		

**d** Total number of other independent contractors each receiving over \$100,000 . . . . . ▶ \_\_\_\_\_

**52** Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A . . . . . ▶  Yes  No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	▶ Signature of officer	Date
	▶ Judy Enns	
	Type or print name and title	

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? See instructions . . . . . ▶  Yes  No

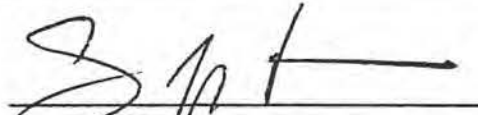


## Certificate of Amendment of Articles of Incorporation

The undersigned certify that:

1. They are the president and the secretary, respectively, of NORTH COUNTY IMMIGRATION AND CITIZENSHIP CENTER , a California corporation, with California Entity Number C3567665
2. Article 1 of the Articles of Incorporation of this corporation is amended to read as follows: The name of the corporation is PATHWAYS TO CITIZENSHIP
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members as stated in the By-Laws.

DATE: March 30, 2021

  
Sonya Williams  
Executive Director

  
Paula Nance  
Secretary

Certified Copy

I hereby certify that the following transcript of 1 page(s) is a full, true, and correct copy of the original record in the custody of the California Secretary of State's office.

04/13/2021  
Certification Date

SHIRLEY WEBER, Ph.D.  


INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 06 2013

NORTH COUNTY IMMIGRATION AND  
CITIZENSHIP CENTER  
120 STEVENS AVE  
SOLANA BEACH, CA 92075

Employer Identification Number:  
46-2522640  
DLN:  
17053212384023  
Contact Person:  
SCOTT P BANTLY ID# 31398  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 29, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

ARTS-PB

Articles of Incorporation of a Nonprofit Public Benefit Corporation

3567665

FILED IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF CALIFORNIA

APR 29 2013

ICC

To form a nonprofit public benefit corporation in California, you can fill out this form or prepare your own document and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! Nonprofit corporations in California are not automatically exempt from paying California franchise tax or income tax each year. For information about tax requirements and/or applying for tax-exempt status in California, go to https://www.ftb.ca.gov/businesses/exempt\_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note: Before submitting this form, you should consult with a private attorney for advice about your specific business needs.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

The name of the corporation is North County Immigration and Citizenship Center

Corporate Purpose (Item 2a: Check one or both boxes. Item 2b: The specific purpose of the corporation must be listed if you are organizing for "public" purposes, or if you intend to apply for tax-exempt status in California.)

- a. This corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: public charitable purposes.
b. The specific purpose of this corporation is to educate and charitably assist immigrants on citizenship.

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation.)

a. Steve Carlton

Agent's Name

b. 1318 Walnutview Dr.

Agent's Street Address (if agent is not a corporation)

Encinitas

City (no abbreviations)

CA 92024

State Zip

Corporate Addresses

a. 120 Stevens Avenue

Initial Street Address of Corporation

Solana Beach, CA 92075

City (no abbreviations)

State Zip

b.

Initial Mailing Address of Corporation, if different from 4a

City (no abbreviations)

State Zip

Additional Statements (The following statements are for tax-exempt status in California.)

- a. This corporation is organized and operated exclusively for the purposes set forth in Article 2a hereof within the meaning of Internal Revenue Code section 501(c)(3).
b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
c. The property of this corporation is irrevocably dedicated to the purposes in Article 2a hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

Incorporator - Sign here

Print your name here

Make check/money order payable to Secretary of State. Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail: Secretary of State, Business Entities, P.O. Box 944260, Sacramento, CA 94244-2500

Drop-Off: Secretary of State, 1500 11th Street, 3rd Floor, Sacramento, CA 95814



I hereby certify that the foregoing  
transcript of \_\_\_\_\_ page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

MAY 22 2013

Date: \_\_\_\_\_

  
DEBRA BOWEN, Secretary of State



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this field blank.  
*North County Immigration & Citizenship Center*

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ *501c3*

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
*120 Stevens Ave.*

6 City, state, and ZIP code  
*Solana Beach, CA 92075*

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		-			-		
--	--	---	--	--	---	--	--

or

Employer identification number

46	-	25	22	640
----	---	----	----	-----

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *[Signature]*

Date ▶ *5/25/21*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

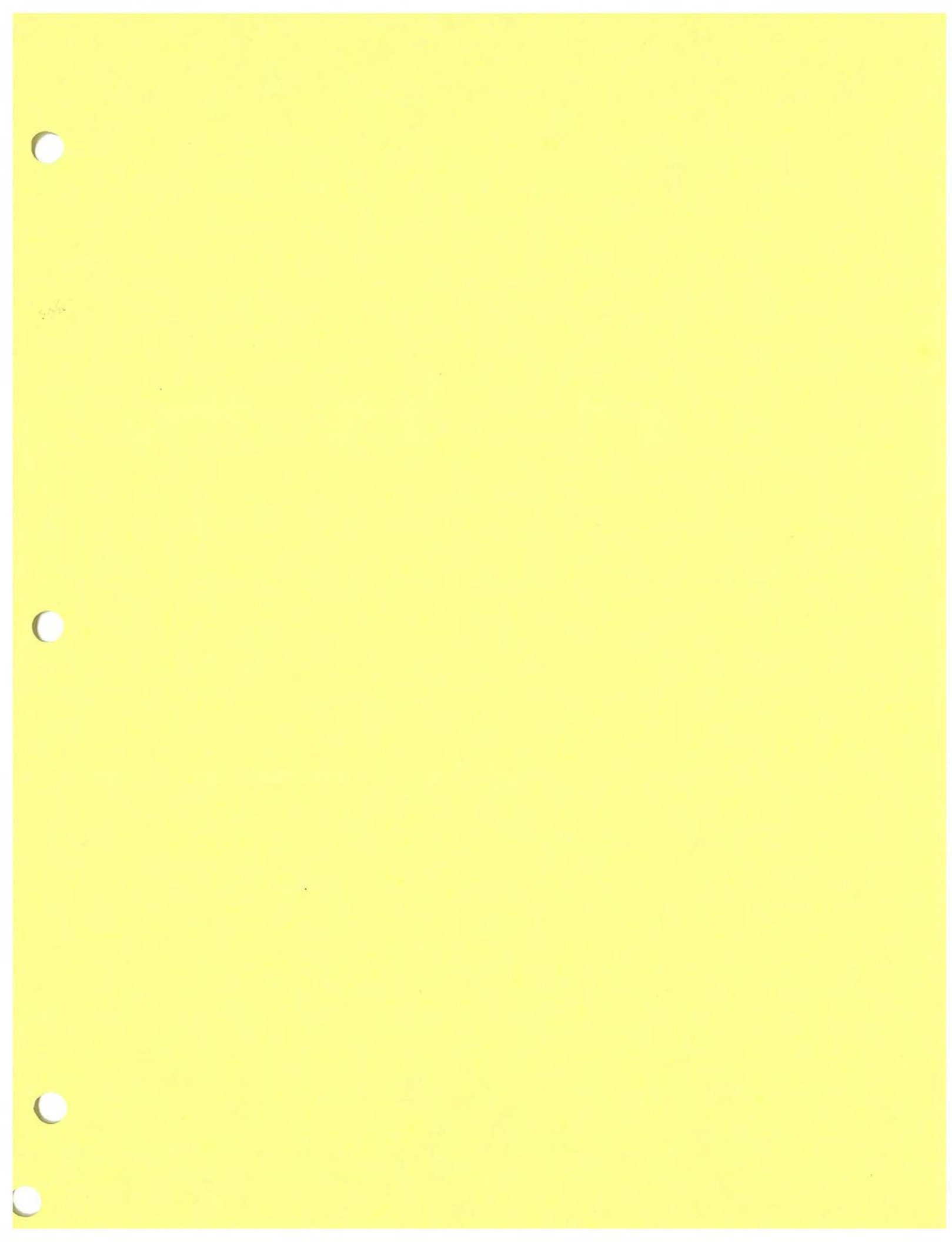
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.







**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-22 APPLICATION**

*All Applications MUST BE RECEIVED by 5:00 p.m. Tuesday, May 25, 2021.*

*Please Print Clearly or Type*

*All requests will be determined by the following criteria:*

Name of Organization: San Diego Green Building Council (SDGBC)  
Mailing Address: 3830 Valley Centre Dr, Suite 705 PMB 285  
City San Diego State CA Zip 92130  
Contact Person: Colleen FitzSimons  
Daytime Phone: 858-357-3011  
Evening Phone: 917-690-1409  
Email address: colleen@sd-gbc.org

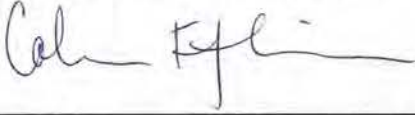
1. W-9 must be attached  
Summary of organization's budget must be attached  
Proposed program budget must be attached  
Financial and Tax Statements (see Application Guidelines) must be attached
2. A copy of the California Franchise Tax Board Entity Status Letter must be attached, showing exemption under Section 23701d or Internal Revenue Code section 501(c)(3)
3. Has your organization received financial assistance from the City before?  
Yes  No   
If yes, what activities and which fiscal year? \_\_\_\_\_  
\_\_\_\_\_
4. Amount requested for FY 2021-22 \$ 5,000 - Solana Beach staff time including overhead
5. Proposed Total Program Costs: \$ \$11,505 - 2021 operational budget including overhead  
(Includes all estimated costs to conduct proposed activity/program.)
6. Title of Proposed Program/Service: Electric Home Cooktop Program (EHCP)
7. Grant funds must be used for services or materials directly associated to proposed activity. Please describe how grant funds will be used:  
The Electric Home Cooktop Program, is a free program providing 3-week loans of portable induction cooktops (in a kit with a compatible pan and magnet to test personal pots and pans). Grant funds are being requested to staff the reservation, distribution, intake and sanitizing / cleaning of the loaner kits. The specific grant request is based on the average staff time required every 3 week - 5 hours

(Attach extra sheet, if necessary.)

8. Estimated number of S.B. residents to be served by proposed program: 52 - 104 max
9. Program Dates/Location:  
The EHCP has a distribution event every 3 weeks at the La Colonia Community Center, 715 Valley Ave, Solana Beach, CA 92075
10. Anticipated Program Objectives or Accomplishments:  
The objective of the program is to allow Solana Beach residents the opportunity to try out induction cooking at home to better understand the benefits of using this new technology to more efficiently cook while also reducing harmful gases in the home. Additionally, this supports the overall reduction of greenhouse gases in the atmosphere and helps the City of Solana Beach meet GHG reduction goals.
11. How will the organization acknowledge the City's financial contribution to the community/ beneficiaries of the proposed activity?  
The City of Solana Beach will be acknowledged on the program website as a partner in the program. The city of Solana Beach logo can also be added to the flyer for the program that is used to let the La Colonia community know about the program.
12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?  
During fundraising at the launch of the program, we were fortunate to receive a matching funds grant from Futures Unbound. The successful operation of the program will garner attention & donations for the program. However, at this time there is no matching grant program that we are aware of or at least none which we are pursuing at this time.
13. Will volunteers be used for the proposed program or service and, if so, will they reduce expenses?  
We would like to use volunteers to staff the distribution events but as the program has just recently launched we are still relying on SDGBC staff to do this work and thus we are requesting the grant to help support that cost and the associated overhead.
14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward?  
We will still continue to provide this community serving program even without this grant. However, the grant will make all the difference in our ability to continue to do outreach and other demonstrations to bring awareness of the program to Solana Beach residents.

**Acknowledgment of Responsibility:**

*Authorized Signature assumes all responsibility for developing and implementing proposed activities or events in this application, including public acknowledgment of the City's financial contribution. Authorized signature will comply with all accounting and budget procedures outlined by the City. Authorized signature and accompanying group will hold harmless the City of Solana Beach from all losses, claims, accidents and problems associated, directly or indirectly with the development and implementation of proposed activities or events.*



May 25, 2021

---

**Authorized Signature of Organization**

---

**Date**

**ALL INFORMATION REQUESTED ON THIS APPLICATION MUST BE COMPLETED AS A CONDITION FOR BEING CONSIDERED FOR PUBLIC FUNDS BY THE CITY COUNCIL OF SOLANA BEACH.**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>U. S. Green Building Council - San Diego Chapter</b>	
	Business name/disregarded entity name, if different from above <b>San Diego Green Building Council</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>3830 Valley Centre Dr. Ste 705 PMB 285</b>	Requester's name and address (optional)
City, state, and ZIP code <b>San Diego, CA 92130</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
2	0	-	2	6	1	4	8	4	8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶

Date ▶ **2/15/2021**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SAN DIEGO GREEN BUILDING COUNCIL BUDGET

	TOTAL						TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jan '21 - Jun '21
<b>Income</b>							
<b>Contract Income</b>							
Energy Innovation Center			3,000.00	1,500.00	1,500.00	1,500.00	7,500.00
Regional Green Business Network				500.00	500.00	500.00	1,500.00
SD Workforce Partnership						1,500.00	1,500.00
SDG&E			1,000.00	1,000.00	1,000.00	1,000.00	4,000.00
SD County							0.00
Greenbuild (Informa)							0.00
Legacy Project							0.00
<b>Total contract income</b>	0.00	0.00	4,000.00	3,000.00	3,000.00	4,500.00	14,500.00
<b>Corp Membership &amp; Sponsorship</b>							
Member Dues Companies (USGBC national)			3,000.00			3,000.00	6,000.00
Corporate Sponsorship Income	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	15,000.00
<b>Total Corp Membership &amp; Sponsorship</b>	2,500.00	2,500.00	5,500.00	2,500.00	2,500.00	5,500.00	21,000.00
<b>Individual contributions</b>							
Individual Membership	725.00	725.00	725.00	725.00	725.00	725.00	4,350.00
Individual Program support		2,500.00	100.00	100.00	100.00	100.00	2,900.00
Individual sponsorships	315.00	315.00	315.00	315.00	315.00	315.00	1,890.00
<b>Total individual contributions</b>	1,040.00	3,540.00	1,140.00	1,140.00	1,140.00	1,140.00	9,140.00
<b>Events/Education</b>							
Education							0.00
Event Ticket sales	100.00	100.00	100.00	500.00	100.00	100.00	1,000.00
Event sponsorships		750.00	250.00	5,000.00		250.00	6,250.00
<b>Total events income</b>	100.00	850.00	350.00	5,500.00	100.00	350.00	7,250.00
<b>Grant Income</b>							
San Diego Foundation (NZW)	1,000.00	1,000.00	1,000.00	1,000.00			4,000.00
Environmental Champions / SDG&E	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	11,250.00
Ronald McDonald House GAP	1,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	10,000.00
<b>NEW GRANT(S)</b>				2,500.00		5,000.00	7,500.00
<b>Total grant income</b>	3,875.00	3,875.00	4,875.00	7,375.00	3,875.00	8,875.00	32,750.00
In-Kind Income	1,500.00	750.00					2,250.00
Interest Income							0.00
PPP#1 Loan Forgiveness			33,000.00				
PPP#2 Loan Forgiveness						36,000.00	
<b>Loan Forgiveness</b>			33,000.00			36,000.00	69,000.00
<b>Total Income</b>	9,015.00	11,515.00	48,865.00	19,515.00	10,615.00	56,365.00	155,890.00
<b>Gross Profit</b>							155,890.00
<b>Expense</b>							
<b>Event &amp; Program Expenses</b>							
Website (monthly hosting fee)	500.00	500.00	500.00	500.00	500.00	500.00	3,000.00
Education						2,000.00	2,000.00
Green Assistance Program - S3			1,000.00				1,000.00
Net Zero Water							0.00
Committees (GADS, LFC, WiG, GHT)	50.00	50.00	50.00	50.00	50.00	50.00	300.00
Socials / SDGBC Events						500.00	500.00
Regional GBN Expenses (decals, events)	50.00	50.00	50.00	50.00	50.00	50.00	300.00
Legacy Project							0.00
Cooktop Loaner Program		8,500.00	50.00	50.00	50.00	50.00	8,700.00
Marketing and PR program expenses							0.00
Member benefits							0.00
<b>Total Event &amp; Program Expenses</b>	600.00	9,100.00	1,650.00	650.00	650.00	3,150.00	15,800.00
<b>Strategic development</b>							
Board of Directors							0.00
Staff	0.00	0.00	675.00	675.00	0.00	0.00	1,350.00
<b>Total strategic developemnt</b>	0.00	0.00	675.00	675.00	0.00	0.00	1,350.00
<b>General &amp; Administrative</b>							
<b>Accounting</b>							
Bookkeeping	600.00	600.00	600.00	600.00	600.00	600.00	3,600.00
Accounting - Other (Taxes)					1,300.00		1,300.00
<b>Total Accounting</b>	600.00	600.00	600.00	600.00	1,900.00	600.00	4,900.00



SAN DIEGO GREEN BUILDING COUNCIL BUDGET

							TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jan '21 - Jun '21
<b>Bank Charges</b>							
Credit Card Processing Fees	200.00	200.00	200.00	200.00	200.00	200.00	1,200.00
Service charges	20.00	20.00	20.00	20.00	20.00	20.00	120.00
<b>Total Bank Charges</b>	<b>220.00</b>	<b>220.00</b>	<b>220.00</b>	<b>220.00</b>	<b>220.00</b>	<b>220.00</b>	<b>1,320.00</b>
<b>Computers and Software</b>							
Computers							0.00
Software	150.00	150.00	150.00	150.00	150.00	150.00	900.00
<b>Total Computers and software</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>900.00</b>
<b>Insurance</b>							
General Liability	853.00						853.00
Insurance - D&O							0.00
Insurance - E&O							0.00
Insurance - Workers Comp	638.00					1,150.00	1,788.00
Special insurance (events)				500.00			500.00
<b>Total Insurance</b>	<b>1,491.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>1,150.00</b>	<b>3,141.00</b>
<b>Other administrative</b>							
License and subscriptions (zoom)	400.00	50.00	50.00	50.00	50.00	50.00	650.00
Office Supplies							0.00
Postage & Delivery	5.00	5.00	5.00	5.00	5.00	5.00	30.00
Rent or Lease (mailbox)	172.00						172.00
Telephone	130.00	130.00	130.00	130.00	130.00	130.00	780.00
Travel/Parking							0.00
Meeting expenses (jimpos)							0.00
Storage	181.00	181.00	181.00	181.00	181.00	181.00	1,086.00
Utilities							0.00
<b>Total other administrative</b>	<b>888.00</b>	<b>366.00</b>	<b>366.00</b>	<b>366.00</b>	<b>366.00</b>	<b>366.00</b>	<b>2,718.00</b>
<b>Total General &amp; Administrative</b>	<b>3,349.00</b>	<b>1,336.00</b>	<b>1,336.00</b>	<b>1,836.00</b>	<b>2,636.00</b>	<b>2,486.00</b>	<b>12,979.00</b>
<b>In-Kind Expense</b>	<b>1,500.00</b>	<b>750.00</b>					<b>2,250.00</b>
<b>Independent Contractors</b>							
<b>Programming</b>							
Education		500.00		500.00		500.00	1,500.00
Advocacy	500.00	500.00	500.00	500.00			2,000.00
Programs			500.00	500.00	500.00	500.00	2,000.00
Strategic							0.00
<b>Indirect</b>							
Marketing	100.00	100.00	100.00	200.00	100.00	100.00	700.00
Photography							0.00
<b>Total independent contractors</b>	<b>600.00</b>	<b>1,100.00</b>	<b>1,100.00</b>	<b>1,700.00</b>	<b>600.00</b>	<b>1,100.00</b>	<b>6,200.00</b>
<b>Personnel</b>							
Payroll Expenses - Other	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	6,000.00
Salaries	18,275.00	18,275.00	18,275.00	18,275.00	18,275.00	18,275.00	109,650.00
<b>Total Personnel</b>	<b>19,275.00</b>	<b>19,275.00</b>	<b>19,275.00</b>	<b>19,275.00</b>	<b>19,275.00</b>	<b>19,275.00</b>	<b>115,650.00</b>
Reserves (planned 'savings')							0.00
<b>Total Expense</b>	<b>25,324.00</b>	<b>31,561.00</b>	<b>24,036.00</b>	<b>24,136.00</b>	<b>23,161.00</b>	<b>26,011.00</b>	<b>154,229.00</b>
<b>Net Income</b>	<b>(16,309.00)</b>	<b>(20,046.00)</b>	<b>24,829.00</b>	<b>(4,621.00)</b>	<b>(12,546.00)</b>	<b>30,354.00</b>	<b>1,661.00</b>
						<b>MONTHLY</b>	<b>276.83</b>



## SDGBC Electric Home Cooktop Loaner Program Budget



<b>PHASE ONE - Launch March 2021</b>		
	\$3,005	12 Cooktop Kits + 10 additional donated
	\$1,500	Website Development (\$1,500 site design, hybrid res system)
	\$250	Insurance/Waiver review
	\$700	Outreach & Marketing Materials
	\$3,000	Program Development
<b>\$8,455</b>		<b>Fixed Startup Costs</b>
	\$3,900	Labor - Solana Beach distribution site (17days*5hours*\$45/hr)
	\$3,900	Labor - SD downtown distribution site (17days*5hours*\$45/hr)
	\$500	Website maintenance
	\$300	Cleaning supplies
	\$250	Replacement equipment & materials
<b>\$8,850</b>		<b>Annual Operating Costs</b>
\$5,192		30% Overhead
<b>\$22,497</b>		<b>Total Year 1 - Phase One Costs</b>

	<u>Feb 28, 21</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Checking-UBOC 3811	78,207.71
Money Market-UBOC 1826	<u>109,248.32</u>
<b>Total Checking/Savings</b>	187,456.03
<hr/>	
<b>Accounts Receivable</b>	
Accounts Receivable	<u>4,441.67</u>
<b>Total Accounts Receivable</b>	4,441.67
<b>Other Current Assets</b>	
Prepaid D & O Insurance	847.49
Prepaid E&O Insurance	1,742.48
Prepaid Liability Insurance	1,226.24
Prepaid Workers Comp Insurance	<u>1,187.00</u>
<b>Total Other Current Assets</b>	<u>5,003.21</u>
<b>Total Current Assets</b>	<u>196,900.91</u>
<b>TOTAL ASSETS</b>	<u><u>196,900.91</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	<u>13,767.74</u>
<b>Total Accounts Payable</b>	13,767.74
<b>Other Current Liabilities</b>	
Accrued Vacation Payable	3,320.43
Deferred Revenue E. C.	7,500.00
Deferred Revenue SDF NZW	1,344.07
Loan Disb/AFS	<u>47,792.00</u>
<b>Total Other Current Liabilities</b>	<u>59,956.50</u>
<b>Total Current Liabilities</b>	<u>73,724.24</u>
<b>Total Liabilities</b>	73,724.24
<b>Equity</b>	
Unrestricted Net Assets	91,589.78
32000 · Retained Earnings	77,813.33
Net Income	<u>-46,226.44</u>
<b>Total Equity</b>	<u>123,176.67</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>196,900.91</u></u>

	Jul 20	Aug 20	Sep 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	TOTAL
<b>Income</b>									
<b>Contract &amp; Grant Income</b>									
<b>Contract Income</b>									
Energy Innovation Center	-60.00	0.00	0.00	3,000.00	-60.00	2,940.00	0.00	2,566.67	8,386.67
<b>Green Build Conference</b>									
Legacy Project	0.00	11,043.75	0.00	0.00	0.00	0.00	0.00	25.00	11,068.75
Green Build Conference - Other	<u>2,727.27</u>	<u>2,727.27</u>	<u>2,727.27</u>	<u>2,727.27</u>	<u>2,727.30</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,636.38</u>
<b>Total Green Build Conference</b>	<u>2,727.27</u>	<u>13,771.02</u>	<u>2,727.27</u>	<u>2,727.27</u>	<u>2,727.30</u>	<u>0.00</u>	<u>0.00</u>	<u>25.00</u>	<u>24,705.13</u>
<b>Local Gov. Partnership</b>									
City of Chula Vista	8,130.00	3,889.70	7,650.00	7,780.00	0.00	7,020.00	0.00	0.00	34,469.70
City of San Diego	5,400.00	5,540.00	7,116.00	5,390.00	6,260.00	6,775.00	0.00	0.00	36,481.00
Local Gov. Partnership - Other	<u>-418.30</u>	<u>-229.06</u>	<u>-77.50</u>	<u>0.00</u>	<u>-263.40</u>	<u>0.00</u>	<u>-265.60</u>	<u>-135.50</u>	<u>-1,389.36</u>
<b>Total Local Gov. Partnership</b>	<u>13,111.70</u>	<u>9,200.64</u>	<u>14,688.50</u>	<u>13,170.00</u>	<u>5,996.60</u>	<u>13,795.00</u>	<u>-265.60</u>	<u>-135.50</u>	<u>69,561.34</u>
Ronald McDonald House	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>0.00</u>	<u>10,000.00</u>
<b>Total Contract Income</b>	<u>15,778.97</u>	<u>22,971.66</u>	<u>17,415.77</u>	<u>18,897.27</u>	<u>8,663.90</u>	<u>16,735.00</u>	<u>9,734.40</u>	<u>2,456.17</u>	<u>112,653.14</u>
<b>Grant Income</b>									
BPCP	2,100.00	1,500.00	2,025.00	1,650.00	0.00	875.00	0.00	0.00	8,150.00
Environmental Champions/SDG&E	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	15,000.00
San Diego Foundation	<u>269.70</u>	<u>267.24</u>	<u>682.49</u>	<u>1,176.48</u>	<u>1,330.72</u>	<u>330.87</u>	<u>659.67</u>	<u>683.97</u>	<u>5,401.14</u>
<b>Total Grant Income</b>	<u>4,244.70</u>	<u>3,642.24</u>	<u>4,582.49</u>	<u>4,701.48</u>	<u>3,205.72</u>	<u>3,080.87</u>	<u>2,534.67</u>	<u>2,558.97</u>	<u>28,551.14</u>
<b>Total Contract &amp; Grant Income</b>	<u>20,023.67</u>	<u>26,613.90</u>	<u>21,998.26</u>	<u>23,598.75</u>	<u>11,869.62</u>	<u>19,815.87</u>	<u>12,269.07</u>	<u>5,015.14</u>	<u>141,204.28</u>
<b>Corp Membership &amp; Sponsorship</b>									
Green Schools	0.00	4,000.00	2,750.00	9,960.00	0.00	0.00	0.00	0.00	16,710.00
Living Building Collaborative	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	35.00
<b>Member Dues Companies</b>									
USGBC-National	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,272.50</u>	<u>0.00</u>	<u>0.00</u>	<u>1,792.50</u>	<u>0.00</u>	<u>4,065.00</u>
<b>Total Member Dues Companies</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,272.50</u>	<u>0.00</u>	<u>0.00</u>	<u>1,792.50</u>	<u>0.00</u>	<u>4,065.00</u>
Sponsorship Income Corp Don.	<u>5,000.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>250.00</u>	<u>0.00</u>	<u>5,060.00</u>	<u>0.00</u>	<u>3,500.00</u>	<u>15,810.00</u>
<b>Total Corp Membership &amp; Sponsorship</b>	<u>5,000.00</u>	<u>6,000.00</u>	<u>2,750.00</u>	<u>12,482.50</u>	<u>0.00</u>	<u>5,060.00</u>	<u>1,792.50</u>	<u>3,535.00</u>	<u>36,620.00</u>
<b>Events and Educational Income</b>									
<b>Events/Education Income</b>									
Green Meets	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	500.00
Lunch and LEED	0.00	0.00	0.00	565.00	15.00	15.00	45.00	80.00	720.00
Socials	0.00	0.00	0.00	0.00	10.00	40.00	0.00	0.00	50.00
Women in Green	0.00	0.00	280.00	279.00	500.00	0.00	0.00	70.00	1,129.00
Events/Education Income - Other	<u>1,109.87</u>	<u>0.00</u>	<u>0.00</u>	<u>650.29</u>	<u>2,509.46</u>	<u>453.41</u>	<u>0.00</u>	<u>308.85</u>	<u>5,031.88</u>
<b>Total Events/Education Income</b>	<u>1,109.87</u>	<u>0.00</u>	<u>280.00</u>	<u>1,494.29</u>	<u>3,034.46</u>	<u>1,008.41</u>	<u>45.00</u>	<u>458.85</u>	<u>7,430.88</u>
Ticket Sales	<u>0.00</u>	<u>50.00</u>	<u>50.00</u>	<u>0.00</u>	<u>85.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>185.00</u>
<b>Total Events and Educational Income</b>	<u>1,109.87</u>	<u>50.00</u>	<u>330.00</u>	<u>1,494.29</u>	<u>3,119.46</u>	<u>1,008.41</u>	<u>45.00</u>	<u>458.85</u>	<u>7,615.88</u>
<b>In-Kind Income</b>	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	12,000.00
<b>Indv. Membership &amp; Donations</b>									
Donation Income	0.00	0.00	0.00	0.00	29.92	70.00	1,905.00	180.00	2,184.92
Individual Sponsorships	1,000.00	500.00	500.00	0.00	0.00	0.00	0.00	500.00	2,500.00
<b>Member Dues Individual</b>									
Membership Income	<u>315.00</u>	<u>809.36</u>	<u>434.88</u>	<u>1,265.00</u>	<u>435.00</u>	<u>1,185.00</u>	<u>882.41</u>	<u>1,300.00</u>	<u>6,626.65</u>
<b>Total Member Dues Individual</b>	<u>315.00</u>	<u>809.36</u>	<u>434.88</u>	<u>1,265.00</u>	<u>435.00</u>	<u>1,185.00</u>	<u>882.41</u>	<u>1,300.00</u>	<u>6,626.65</u>
<b>Total Indv. Membership &amp; Donations</b>	<u>1,315.00</u>	<u>1,309.36</u>	<u>934.88</u>	<u>1,265.00</u>	<u>464.92</u>	<u>1,255.00</u>	<u>2,787.41</u>	<u>1,980.00</u>	<u>11,311.57</u>
<b>Interest Income</b>	<u>4.00</u>	<u>4.00</u>	<u>3.87</u>	<u>3.87</u>	<u>4.00</u>	<u>4.00</u>	<u>7.65</u>	<u>8.37</u>	<u>39.76</u>
<b>Total Income</b>	<u>28,952.54</u>	<u>35,477.26</u>	<u>27,517.01</u>	<u>40,344.41</u>	<u>16,958.00</u>	<u>28,643.28</u>	<u>18,401.63</u>	<u>12,497.36</u>	<u>208,791.49</u>
<b>Gross Profit</b>	28,952.54	35,477.26	27,517.01	40,344.41	16,958.00	28,643.28	18,401.63	12,497.36	208,791.49
<b>Expense</b>									

	Jul 20	Aug 20	Sep 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	TOTAL
<b>Event &amp; Program Expenses</b>									
Committees (GADS, LFC, WIG)	0.00	0.00	0.00	15,079.96	0.00	0.00	0.00	0.00	15,079.96
Education/Socials	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
Educational Materials Exp	0.00	0.00	2,376.00	3,000.00	4,085.00	675.00	1,250.00	0.00	11,386.00
Legacy Project Supplies	0.00	0.00	4,000.00	2,165.72	0.00	1,526.60	2,728.84	0.00	10,421.16
Marketing and PR Program Expens	0.00	0.00	0.00	0.00	0.00	1,947.00	0.00	0.00	1,947.00
Supplies-Events/Activities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,972.93	2,972.93
Website	739.97	500.00	500.00	500.00	500.00	500.00	539.99	524.00	4,303.96
<b>Total Event &amp; Program Expenses</b>	<b>739.97</b>	<b>500.00</b>	<b>6,876.00</b>	<b>20,745.68</b>	<b>4,585.00</b>	<b>4,848.60</b>	<b>4,518.83</b>	<b>3,496.93</b>	<b>46,311.01</b>
Event Registration Fees	0.00	0.00	0.00	0.00	278.50	0.00	0.00	0.00	278.50
<b>General &amp; Administrative</b>									
<b>Accounting</b>									
Accountant	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	4,800.00
<b>Total Accounting</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>4,800.00</b>
<b>Bank Charges</b>									
Credit Card Processing Fees	119.99	119.99	119.99	119.99	119.99	127.80	212.78	45.00	985.53
Service Charges	10.50	10.50	10.50	10.50	10.50	15.75	14.00	88.99	171.24
<b>Total Bank Charges</b>	<b>130.49</b>	<b>130.49</b>	<b>130.49</b>	<b>130.49</b>	<b>130.49</b>	<b>143.55</b>	<b>226.78</b>	<b>133.99</b>	<b>1,156.77</b>
Computers and Software	0.00	0.00	339.75	0.00	0.00	0.00	0.00	0.00	339.75
<b>Insurance</b>									
General Liability	0.00	0.00	0.00	0.00	0.00	373.26	0.00	0.00	373.26
Insurance - D&O	0.00	0.00	0.00	0.00	0.00	282.51	0.00	0.00	282.51
Insurance - E&O	0.00	0.00	0.00	0.00	0.00	1,742.52	0.00	0.00	1,742.52
<b>Total Insurance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,398.29</b>	<b>0.00</b>	<b>0.00</b>	<b>2,398.29</b>
License & Fees	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	20.00
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Organizational/Prof/Development	25.00	0.00	0.00	0.00	379.50	0.00	12.54	0.00	417.04
Postage & Delivery	0.00	0.00	0.00	0.00	0.00	0.00	0.00	177.25	177.25
Rent or Lease	168.00	168.00	168.00	181.00	181.00	181.00	181.00	181.00	1,409.00
Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	347.75	31.25	379.00
Telephone	34.52	34.49	591.66	35.07	35.07	591.94	35.59	35.59	1,393.93
<b>Total General &amp; Administrative</b>	<b>958.01</b>	<b>932.98</b>	<b>1,829.90</b>	<b>966.56</b>	<b>1,326.06</b>	<b>3,914.78</b>	<b>1,403.66</b>	<b>1,159.08</b>	<b>12,491.03</b>
In-Kind Expense	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	12,000.00
<b>Independent Contractors</b>									
Marketing	500.00	500.00	500.00	500.00	500.00	500.00	500.00	0.00	3,500.00
Programs	7,350.00	3,500.00	7,000.00	7,000.00	0.00	7,700.00	0.00	750.00	33,300.00
<b>Total Independent Contractors</b>	<b>7,850.00</b>	<b>4,000.00</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>500.00</b>	<b>8,200.00</b>	<b>500.00</b>	<b>750.00</b>	<b>36,800.00</b>
Meeting Expense	0.00	0.00	10.00	20.00	0.00	43.29	0.00	250.00	323.29
<b>Personnel</b>									
<b>Insurance</b>									
Workmans Comp	0.00	0.00	0.00	0.00	0.00	549.00	0.00	0.00	549.00
<b>Total Insurance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>549.00</b>	<b>0.00</b>	<b>0.00</b>	<b>549.00</b>
<b>Payroll Expenses - Other</b>									
Health	924.00	924.00	924.00	924.00	924.00	1,424.00	1,270.00	1,116.00	8,430.00
Staff Salary & Wages	15,208.32	15,208.32	15,208.32	15,208.32	15,208.32	17,977.49	16,516.66	15,816.66	126,352.41
Taxes-Employer	1,234.12	1,234.13	1,234.11	1,234.13	1,234.13	2,089.68	1,790.75	1,431.64	11,482.69
<b>Total Payroll Expenses - Other</b>	<b>17,366.44</b>	<b>17,366.45</b>	<b>17,366.43</b>	<b>17,366.45</b>	<b>17,366.45</b>	<b>21,491.17</b>	<b>19,577.41</b>	<b>18,364.30</b>	<b>146,265.10</b>
<b>Total Personnel</b>	<b>17,366.44</b>	<b>17,366.45</b>	<b>17,366.43</b>	<b>17,366.45</b>	<b>17,366.45</b>	<b>22,040.17</b>	<b>19,577.41</b>	<b>18,364.30</b>	<b>146,814.10</b>
<b>Total Expense</b>	<b>28,414.42</b>	<b>24,299.43</b>	<b>35,082.33</b>	<b>48,098.69</b>	<b>25,556.01</b>	<b>40,546.84</b>	<b>27,499.90</b>	<b>25,520.31</b>	<b>255,017.93</b>
<b>Net Income</b>	<b>538.12</b>	<b>11,177.83</b>	<b>-7,565.32</b>	<b>-7,754.28</b>	<b>-8,598.01</b>	<b>-11,903.56</b>	<b>-9,098.27</b>	<b>-13,022.95</b>	<b>-46,226.44</b>

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- Do not enter social security numbers on this form as it may be made public.
- Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**Open to Public Inspection**

For the 2019 calendar year, or tax year beginning 7/1/2019, and ending 6/30/2020

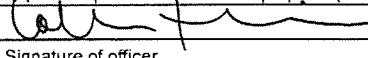
<b>B</b> Check if applicable: <input checked="" type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <u>U. S. Green Building Council San Diego Chapter</u> Doing business as <u>San Diego Green Building Council</u> Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>3830 Valley Centre Drive, Suite 705</u> <u>PMB 285</u> City or town State ZIP code <u>San Diego</u> <u>CA</u> <u>92130</u> Foreign country name Foreign province/state/county Foreign postal code	<b>D</b> Employer identification number <u>20-2614848</u> <b>E</b> Telephone number <u>858-357-3011</u> <b>G</b> Gross receipts \$ <u>530,736</u>
<b>F</b> Name and address of principal officer: <u>Colleen FitzSimons 3830 Valley Centre Drive PMB 285, San Diego, CA</u>		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(c)</b> Group exemption number ▶
<b>J</b> Website: ▶ <u>www.sd-gbc.org</u>		<b>L</b> Year of formation: <u>2005</u> <b>M</b> State of legal domicile: <u>CA</u>
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		

**Part I Summary**

	<b>1</b> Briefly describe the organization's mission or most significant activities: <u>Inspire, educate and collaborate toward true sustainability of our build environment. We support the cause of working toward greener buildings and healthier communities.</u>		
Activities & Governance	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) . . . . .	<b>3</b>	15
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) . . . . .	<b>4</b>	15
	<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a) . . . . .	<b>5</b>	6
	<b>6</b> Total number of volunteers (estimate if necessary) . . . . .	<b>6</b>	50
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 . . . . .	<b>7a</b>	0
<b>b</b> Net unrelated business taxable income from Form 990-T, line 39 . . . . .	<b>7b</b>	0	
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h) . . . . .	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g) . . . . .	416,626	476,664
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) . . . . .	26,083	54,025
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) . . . . .	47	47
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) . . . . .	0	0
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) . . . . .	442,756	530,736
Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3) . . . . .	0	0
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) . . . . .	0	0
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) . . . . .	192,009	269,695
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e) . . . . .	0	0
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ . . . . .	0	0
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) . . . . .	190,203	243,772
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) . . . . .	382,212	513,467	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12 . . . . .	60,544	17,269	
Not Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16) . . . . .	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26) . . . . .	181,818	279,871
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 . . . . .	29,684	110,468
		152,134	169,403

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	 Signature of officer	Date <u>5/14/2021</u>
	<u>Colleen FitzSimons</u> Type or print name and title	Executive Director

<b>Paid preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	Mary F Joseph	Mary F Joseph	5/14/2021		P01270486
	Firm's name ▶ MFJ Systems	Firm's EIN ▶ 95-3081496		Firm's address ▶ 2356 Moore Street, San Diego, CA 92110	
			Phone no.	619-298-8280	

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Inspire, educate and collaborate toward true sustainability of our build environment. We support the cause of working toward greener buildings and healthier communities.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 467,813 including grants of \$ ) (Revenue \$ )

USGBC San Diego's mission is to inspire, educate and collaborate within our community to transform our built environment toward true sustainability. The organization, with a staff of four people, is governed by a volunteer Board of Directors. In FY2019-2020 the organization promoted green buildings in the San Diego region by completing programs such as educational events, sustainability projects and other collaborations with local organizations.

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

During the year we saw a growth in our education programming culminating in our best attended annual conference and expo in October of 2019. Topics included Health and Wellness, Resiliency and New Zero. Other programs such as Green Apple Day of Service, the Green Assistance Program and the Green Homes Tour all expanded in 2019. As we transitioned into 2020 we continued to provide education even when all of our events and programs had to go virtual, successfully making the transition to new platforms and delivery models.

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe on Schedule O.) (Expenses \$ 0 including grants of \$ 0 ) (Revenue \$ 0 )

4e Total program service expenses ▶ 467,813

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A . . . . .	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)? . . . . .	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III . . . . .		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I . . . . .		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II . . . . .		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III . . . . .		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV . . . . .		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V . . . . .		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI . . . . .	X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII . . . . .		X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII . . . . .		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX . . . . .		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X . . . . .		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X . . . . .		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII . . . . .		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional . . . . .		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .		X
14a Did the organization maintain an office, employees, or agents outside of the United States? . . . . .		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV . . . . .		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV . . . . .		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV . . . . .		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions). . . . .		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II . . . . .		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III . . . . .		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H . . . . .		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II . . . . .		X

**Part IV Checklist of Required Schedules** *(continued)*

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III.</i>		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J.</i>		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.</i>		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		X
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		X
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		X
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I.</i>		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I.</i>		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II.</i>		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III.</i>		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV.</i>		X
b	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV.</i>		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV.</i>		X
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M.</i>		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M.</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I.</i>		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II.</i>		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I.</i>		X
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2.</i>		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2.</i>		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI.</i>		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V.

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	



**Part V** Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return . . . . .		
	2a 6		
j	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? . . . . .	X	
	2b		
<b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. (see instructions)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? . . . . .		X
	3a		
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O . . . . .		
	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
	4a		
b	If "Yes," enter the name of the foreign country . . . . . See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
	4b		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . . . .		X
	5a		
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? . . . . .		X
	5b		
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? . . . . .		
	5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . . . .		X
	6a		
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? . . . . .		
	6b		
7	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? . . . . .	X	
	7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? . . . . .	X	
	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? . . . . .		X
	7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year . . . . .		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? . . . . .		X
	7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . . . . .		X
	7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? . . . . .		
	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? . . . . .		
	7h		
j	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? . . . . .		
	8		
9	<b>Sponsoring organizations maintaining donor advised funds.</b>		
a	Did the sponsoring organization make any taxable distributions under section 4966? . . . . .		
	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . . . .		
	9b		
10	<b>Section 501(c)(7) organizations.</b> Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 . . . . .	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities . . . . .	10b	
11	<b>Section 501(c)(12) organizations.</b> Enter:		
a	Gross income from members or shareholders . . . . .	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) . . . . .	11b	
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041? . . . . .	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year . . . . .	12b	
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
a	Is the organization licensed to issue qualified health plans in more than one state? . . . . .	13a	
<b>Note:</b> See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans . . . . .	13b	
c	Enter the amount of reserves on hand . . . . .	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year? . . . . .	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O . . . . .	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year . . . . .	15	X
If "Yes," see instructions and file Form 4720, Schedule N.			
	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? . . . . .	16	X
If "Yes," complete Form 4720, Schedule O.			

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a. Enter the number of voting members... 1b. Enter the number of voting members included on line 1a... 2. Did any officer, director, trustee, or key employee have a family relationship... 3. Did the organization delegate control over management duties... 4. Did the organization make any significant changes to its governing documents... 5. Did the organization become aware during the year of a significant diversion of the organization's assets... 6. Did the organization have members or stockholders... 7a. Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body... 7b. Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body... 8. Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a. The governing body? b. Each committee with authority to act on behalf of the governing body? 9. Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a. Did the organization have local chapters, branches, or affiliates? b. If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 11a. Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? b. Describe in Schedule O the process, if any, used by the organization to review this Form 990. 12a. Did the organization have a written conflict of interest policy? If "No," go to line 13. b. Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? c. Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done. 13. Did the organization have a written whistleblower policy? 14. Did the organization have a written document retention and destruction policy? 15. Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? a. The organization's CEO, Executive Director, or top management official. b. Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions). 16a. Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? b. If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed CA
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[ ] Own website [ ] Another's website [X] Upon request [ ] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records
Colleen FitzSimons (917) 690-1409
3830 Valley Centre Dr. Suite 705, San Diego, CA 92130

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Joshua Dean Executive Director	40.00 0.00				X	X	86,196	0	0	
(2) John Ambert Member	2.00 0.00	X					0	0	0	
(3) Elizabeth Carmichael Member	2.00 0.00	X					0	0	0	
(4) Courtney Bonas Member	2.00 0.00	X					0	0	0	
(5) Calina Ferraro Member	2.00 0.00	X					0	0	0	
(6) Colleen FitzSimons Member	2.00 0.00	X					0	0	0	
(7) Angela Hansen Member	2.00 0.00	X					0	0	0	
(8) Xun Jia Member	2.00 0.00	X					0	0	0	
(9) Douglas Kot Member	2.00 0.00	X					0	0	0	
(10) Bob Secrest Member	2.00 0.00	X					0	0	0	
(11) Steven Shinn Member	2.00 0.00	X					0	0	0	
(12) Bryon Stafford Treasurer	2.00 0.00			X			0	0	0	
(13) Rebecca Baptiste Vice President	2.00 0.00			X			0	0	0	
(14) Katy Hamilton Secretary	2.00 0.00			X			0	0	0	

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) Ravi Bajaj President	2.00 0.00			X				0	0	0
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1b Subtotal</b>								86,196	0	0
<b>c Total from continuation sheets to Part VII, Section A</b>								0	0	0
<b>d Total (add lines 1b and 1c)</b>								86,196	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual.</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual.</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person.</i>		X

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
		0
		0
		0
		0

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII.

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns . . . . .	1a	0			
	b	Membership dues . . . . .	1b	46,202			
	c	Fundraising events . . . . .	1c	0			
	d	Related organizations . . . . .	1d	0			
	e	Government grants (contributions) . . . . .	1e	139,717			
	f	All other contributions, gifts, grants, and similar amounts not included above . . . . .	1f	290,745			
	g	Noncash contributions included in lines 1a-1f . . . . .	1g	\$ 0			
	h	<b>Total.</b> Add lines 1a-1f . . . . .		476,664			
	Program Service Revenue	2a	Events/Education . . . . .	Business Code	900099	54,025	54,025
b		. . . . .			0		
c		. . . . .			0		
d		. . . . .			0		
e		. . . . .			0		
f		All other program service revenue . . . . .			0		
g		<b>Total.</b> Add lines 2a-2f . . . . .			54,025		
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) . . . . .		47		47	
	4	Income from investment of tax-exempt bond proceeds . . . . .		0			
	5	Royalties . . . . .		0			
	6a	Gross rents . . . . .	(i) Real				
			(ii) Personal				
			6a				
	b	Less: rental expenses . . . . .	6b				
	c	Rental income or (loss) . . . . .	6c	0	0		
	d	Net rental income or (loss) . . . . .		0			
	7a	Gross amount from sales of assets other than inventory . . . . .	(i) Securities				
			(ii) Other				
			7a	0	0		
	b	Less: cost or other basis and sales expenses . . . . .	7b	0	0		
	c	Gain or (loss) . . . . .	7c	0	0		
	d	Net gain or (loss) . . . . .		0			
8a	Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18 . . . . .						
		8a	0				
		b	Less: direct expenses . . . . .	8b	0		
c	Net income or (loss) from fundraising events . . . . .		0				
9a	Gross income from gaming activities. See Part IV, line 19 . . . . .						
		9a	0				
		b	Less: direct expenses . . . . .	9b	0		
c	Net income or (loss) from gaming activities . . . . .		0				
10a	Gross sales of inventory, less returns and allowances . . . . .						
		10a	0				
		b	Less: cost of goods sold . . . . .	10b	0		
c	Net income or (loss) from sales of inventory . . . . .		0				
Miscellaneous Revenue	11a	. . . . .	Business Code		0		
	b	. . . . .			0		
	c	. . . . .			0		
	d	All other revenue . . . . .			0		
	e	<b>Total.</b> Add lines 11a-11d . . . . .			0		
12	<b>Total revenue.</b> See instructions . . . . .		530,736	54,025	0	47	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

<i>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</i>		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations domestic governments. See Part IV, line 21 . . . . .	0			
2	Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .	0			
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .	0			
4	Benefits paid to or for members . . . . .	0			
5	Compensation of current officers, directors, trustees, and key employees . . . . .	86,196	76,714	9,482	
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .	0			
7	Other salaries and wages . . . . .	147,250	129,580	17,670	
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .	0			
9	Other employee benefits . . . . .	16,706	15,201	1,505	
10	Payroll taxes . . . . .	19,543	17,393	2,150	
11	Fees for services (nonemployees):				
a	Management . . . . .	0			
b	Legal . . . . .	0			
c	Accounting . . . . .	12,000	8,040	3,960	
d	Lobbying . . . . .	0			
e	Professional fundraising services. See Part IV, line 17 . . . . .	0			
f	Investment management fees . . . . .	0			
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . . . . .	43,033	43,033	0	
12	Advertising and promotion . . . . .	10,925	10,925	0	
13	Office expenses . . . . .	10,378	8,925	1,453	
14	Information technology . . . . .	6,469	6,469	0	
15	Royalties . . . . .	0			
16	Occupancy . . . . .	1,839	0	1,839	
17	Travel . . . . .	3,463	3,463	0	
18	Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .	0			
19	Conferences, conventions, and meetings . . . . .	1,689	1,689	0	
20	Interest . . . . .	0			
21	Payments to affiliates . . . . .	0			
22	Depreciation, depletion, and amortization . . . . .	0	0	0	0
23	Insurance . . . . .	5,278	0	5,278	
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	Events	118,519	118,519	0	
b	Bank & Credit Card Fees	2,317		2,317	
c	Professional Development	27,862	27,862	0	
d					
e	All other expenses	0			
25	<b>Total functional expenses.</b> Add lines 1 through 24e . . . . .	513,467	467,813	45,654	0
26	<b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)
		Beginning of year		End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	53,828	<b>1</b>	151,245
	<b>2</b> Savings and temporary cash investments . . . . .	59,161	<b>2</b>	59,209
	<b>3</b> Pledges and grants receivable, net . . . . .	0	<b>3</b>	0
	<b>4</b> Accounts receivable, net . . . . .	66,141	<b>4</b>	67,516
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .	0	<b>6</b>	
	<b>7</b> Notes and loans receivable, net . . . . .	0	<b>7</b>	0
	<b>8</b> Inventories for sale or use . . . . .	0	<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . .	2,688	<b>9</b>	1,901
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	<b>10a</b> 30,000		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 30,000	<b>10c</b>	0
	<b>11</b> Investments—publicly traded securities . . . . .	0	<b>11</b>	0
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .	0	<b>12</b>	0
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .	0	<b>13</b>	0
	<b>14</b> Intangible assets . . . . .	0	<b>14</b>	0
	<b>15</b> Other assets. See Part IV, line 11 . . . . .	0	<b>15</b>	0
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .	181,818	<b>16</b>	279,871	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	18,050	<b>17</b>	67,586
	<b>18</b> Grants payable . . . . .	0	<b>18</b>	
	<b>19</b> Deferred revenue . . . . .	11,634	<b>19</b>	42,882
	<b>20</b> Tax-exempt bond liabilities . . . . .	0	<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .	0	<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .	0	<b>23</b>	0
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .	0	<b>24</b>	0
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .	0	<b>25</b>	0
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25 . . . . .	29,684	<b>26</b>	110,468
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .	152,134	<b>27</b>	169,403
	<b>28</b> Net assets with donor restrictions . . . . .	0	<b>28</b>	
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .	0	<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .	0	<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .	0	<b>31</b>	
	<b>32</b> <b>Total net assets or fund balances</b> . . . . .	152,134	<b>32</b>	169,403
<b>33</b> <b>Total liabilities and net assets/fund balances</b> . . . . .	181,818	<b>33</b>	279,871	



**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	530,736
2	Total expenses (must equal Part IX, column (A), line 25)	2	513,4
3	Revenue less expenses. Subtract line 2 from line 1	3	17,269
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	152,134
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	169,403

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		X



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 21 2007**

U S GREEN BUILDING COUNCIL-SAN  
DIEGO CHAPTER  
5560 RUFFIN RD STE 1  
SAN DIEGO, CA 92123

Employer Identification Number:  
20-2614848  
DLN:  
17053209017006  
Contact Person:  
DONNA ELLIOT-MOORE ID# 50304  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
DECEMBER 31  
Public Charity Status:  
509(a)(2)  
Form 990 Required:  
YES  
Effective Date of Exemption:  
JANUARY 4, 2005  
Contribution Deductibility:  
YES  
Advance Ruling Ending Date:  
DECEMBER 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

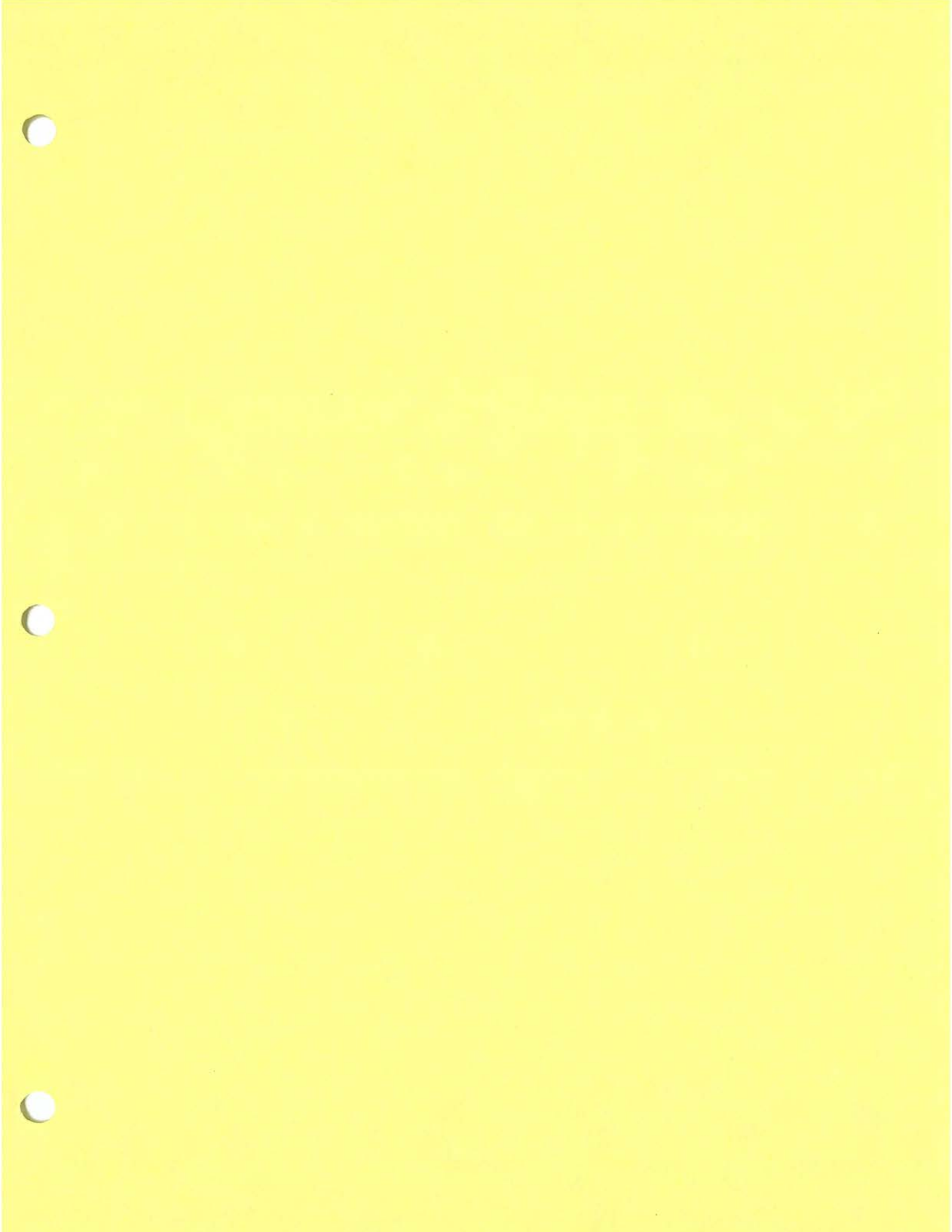
U S GREEN BUILDING COUNCIL-SAN

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, prominent "R" and "C".

Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)  
Statute Extension



**City of Solana Beach  
Community Grant Program  
Request for Financial Assistance  
FY 2021-2022  
APPLICATION**

**Name of Organization:** *Solana Beach Civic and Historical Society  
(SBC&HS) Mailing Address: P. O. Box 504*

**City:** *Solana Beach* **State:** *California* **ZIP:** *92075*

**Contact Persons:** *Lisa Montes, Cindi Clemons*

**Daytime Phone:** *858-519-6645, 619-952-0268*

**Evening Phone:** *same same*

**Email address:** *[monteslisa1964@gmail.com](mailto:monteslisa1964@gmail.com) [cindiclemons@gmail.com](mailto:cindiclemons@gmail.com)*

**1. W-9 must be attached**

**Summary of organization's budget must be attached**

**Proposed program budget must be attached**

**Financial Statements (see Application Guidelines) must be attached**

**2. A copy of the certification Nonprofit Corporation must be attached  
OR, California Non-profit 501(C)3 Certificate Number: 95-1950979**

**3. Has your organization received financial assistance from the City before? YES**

**4. Amount requested FY 2021-22: \$5,000.00**

**5. Proposed Total Program Costs: (Includes all estimated costs to conduct proposed activity/program.)** *We anticipate a total cost this year of \$5,500 for digitization and recording of oral histories of Solana Beach's longtime residents. The digitization project includes postage fees to mail our archives to Backstage Library Works in PA, as well as labor costs, hard drives and USB cables. The costs for the oral histories project include labor costs for videotaping and editing.*

**6. Title of Proposed Program/Service:** *"Preserving Solana Beach*

*History by Digitization of Printed Historical Materials and Recording Oral Histories of Residents and Making Materials Available Online for Research Purposes."*

**7. Grant funds must be used for services or materials directly associated with proposed activity. Please describe how the funds will be used:** *The digitization includes postage fees and mailing supplies to mail our archives to Backstage Library Works in PA, as*

well as labor costs and hard drives and USB cables. The oral histories include labor costs for videotaping and editing and any hard drives or USB thumb drives as needed.

**SBC&HS GRANT APPLICATION for 2019-2020 - Page 2**

**8. Estimated number of S.B. residents to be served by proposed program:** *All residents of Solana Beach will have access to our collection of oral histories and archives when our collection is made available on the web. We anticipate that school age children within our community and researchers will use our resources, ensuring that our community history will be shared and appreciated.*

**9. Program Dates/Location:** *This is a continuation of an ongoing project. We started digitizing in 2016 and have completed 90% of the materials currently in our collection. The oral history videotaping and editing will begin July 2021 and will continue until we have a diverse collection for interviews. All originals for both will be housed as they are now in our Heritage Museum, La Colonia de Eden Gardens, Solana Beach. They will be stored in archival boxes within our archives room.*

**10. Anticipated Program Objectives or Accomplishments:** *The objective of the project is to digitize data of historical value to the City and to record oral histories of residents within the City. We have accomplished the digitization of over 30 scrapbooks, 2 published local history books, hundreds of historical newspapers, a newspaper from 1953, and other individual articles.*

**11. How will the organization acknowledge the City's financial contribution to the community/beneficiaries of the proposed activity?** *We will report to the City Council as soon as our Program is launched. Our original goal was to partner with our County Library system so they could maintain the database of archives for the public to access, however they have not been able to move forward with this project. We are researching other opportunities for the public to access our archives via the Web. Currently, the public can contact the Solana Beach Civic and Historical Society via email if they would like to view archives at the Heritage Museum upon appointment.*

**12. Will there be any matching funds or other grants that would be applied to this program or service? If awarded this grant, will that enable other funding sources?** *We are applying for a Coastal Community Grant, however the deadline is at the end of June 2021 and we do not know if we will be able to secure it. Last year, many of the grants they approved were to help organizations who were directly assisting families in great need due to job loss and housing needs due to the pandemic. However, we will definitely apply again this year.*

**13. Will volunteers be used for the proposed program or service, and if so, will they reduce expenses? SBC&HS GRANT APPLICATION for 2021-22 - Page 3**

*Yes, we have several volunteers who assist us with the digitization of newspaper articles and other archives. Some of our volunteers help clip our newspaper articles to prepare them for digitization, as well as prepare the scrapbooks and other materials for digitization. Volunteers will begin organizing the digitized material into searchable files this summer. Our plan is to seek volunteers to capture the oral histories, however we may have to pay for editing of the videos, because it is time consuming and technical.*

**14. If the proposed program or service is only awarded partial funding, will it still move forward? Will the program or service be scaled back and/or is there a threshold at which it will not move forward? If we receive only a portion of our requested funds, we will move forward with Digitization of our data and the Oral Histories that the Grant funding will allow for. Thank you for the opportunity to apply for this Grant!**

*signed by,  
Ym M. Minter*

*4/24/2021*

*Board member  
Slane Beall Curri and  
Historical Society*



**Solana Beach Civic & Historical Society**  
**Estimated Results 2019-2020**

**Income**

Membership		3165
Social Out Reach		14749
	Boutique	8260
	Annual BBQ	1486
	Holiday Party	1650
	Poinsettias	3353
Donations		1500
Post Office Garden		2600
Grant for Archiving		4570
Grant for El Vineto Park		4000
	<i>Total Income</i>	30584

**Expense**

Admin/Operations		2764
Social Community Outreach		4629
Scholarships		4000
School Buses		1308
Community Improvement		4979
	Post Office Garden	2514
	El Vineto Park	2465
Digitalization of Historical Records		4101
	<i>Total Expense</i>	21781

**Gain**

8803



**Solana Beach Civic & Historical Society**  
**Proposed Program Budget for Digitization and Oral**  
**Histories**  
**2021-22**

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<b>Digitization (Backstage Library)</b>	<b>\$2,000</b>
<b>Postage for Digitization</b>	<b>\$80</b>
<b>Videography and Editing of Oral Histories</b>	<b>\$3,250</b>
<b>Supplies (hard drives and USB's)</b>	<b>\$80</b>
<b>Total</b>	<b>\$5410</b>