



DATE	November 17, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 592 338 477#

Board of Directors Meeting Agenda

Per Governor's Executive Order N-29-20, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

The Promise of Community Action

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

I. Call to Order

Roll Call

Curtis Floyd (Chair)
Janea Benton
Jimmie Childress
Joe Garcia
Craig Henderson

Nila Hogan
Michelle Jara-Rangel
Maritza Jimenez
Mike Maggard
Jonathan Mullings

Yolanda Ochoa
Marian Panos
Guadalupe Perez
Fred Plane
Ana Vigil

II. Resolution approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361 – Jeremy Tobias, Chief Executive Officer – Action Item

a. Resolution #2021-26 (*p. 4-5*)

III. Public Comments

The public may address the Board of Directors on items not on the agenda. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.

IV. Special Presentation

V. Consent Agenda

The Consent Agenda consists of items that are considered routine and non-controversial. These items are approved in one motion unless a member of the Board or the Public requests removal of a particular item. If comment or discussion is requested, the item will be removed from the Consent Agenda and will be considered in the order listed – **Action Item**

- Minutes from the October 27, 2021 Board of Directors Meeting (*p. 6-12*)**
- Minutes from the November 2, 2021 Personnel & Affirmative Action Committee Meeting (*p. 13-14*)**
- VITA New Job Title and Job Description (Quality Reviewer) (*p. 15-18*)**
- Agenda Items from the November 3, 2021 Program Review & Evaluation Committee Meeting (No Quorum)**

- e. October 2021 Program Reports **(p. 19-53)**
- f. Application Status Report & Funding Profiles **(p. 54-56)**
- g. Follow-up Items from the October 13, 2021 Meeting **(p. 57)**
- h. **Minutes from the November 9, 2021 Audit & Pension Committee Meeting (p. 58-60)**
- i. Q3 2021 Pension Plan Update **(p. 61-103)**
- j. SMARTMap Review for CAPK's 403(b) Plan **(p. 104-116)**
- k. Office of Head Start Focus Area One Monitoring Review Report **(p. 117-124)**
- l. Department of Community Services and Development (CSD) Monitoring Report E-20-003 **(p. 125-130)**
- m. First 5 Kern East Kern Family Resource Center (EKFRC) Annual Administrative Review **(p. 131-132)**
- n. First 5 Kern East Kern Family Resource Center (EKFRC) Fall Site Visit Report **(p. 133-146)**
- o. Food Bank Internal Audit Summary **(p. 147)**
- p. California Department of Public Health Women, Infants and Children (WIC) Biennial Program Monitoring Review **(p. 148-149)**
- q. **Minutes from the November 10, 2021 Budget & Finance Committee Meeting (p. 150-152)**
- r. Head Start / Early Head Start Budget to Actual Reports **(p. 153-169)**
- s. Budget Increase for the CalFresh Healthy Living Program **(p. 170)**
- t. County of Kern CDBG Food Bank Expansion Project Agreement with Resolution **(p. 171-283)**
- u. Unrestricted Fund Balance Transfer PY 2020-21 **(p. 284-285)**
- v. October 2021 Financial Statements **(p. 286-336)**
- w. **California Coastal Commission, Whale Tail Grant & Resolution (p. 337-338)**

VI. New Business

- | | |
|--|---|
| a. Approval of the 2022 Community Services Block Grant (CSBG) Contract #22F-5015 from the Department of Community Services and Development – Action Item (p. 339-342) | Pritika Ram, Director of Administration |
| b. Funding Profile: Department of Social Services, Food Bank Capacity Program SFY 2021-2022: Food Bank Capital Expansion Application – Action Item (p. 343) | Pritika Ram, Director of Administration |
| c. Food Bank Capital Expansion Funding & Construction Update – Info Item (p. 344-345) | Pritika Ram, Director of Administration |
| d. Head Start Program Review & Evaluation Enrollment Report – Action Item (p. 346-348) | Robert Espinosa, Program Design & Management Administrator |
| e. Partnership with Habitat for Humanity for the CalHome Grant Application – Info Item (p. 349) | Vanessa Cortez, Sr. Community Development Specialist |
| f. California Department of Education Continued Funding Application – Action Item (p. 350-364) | Sylvia Ortega, Quality Assurance Administrator |
| g. 2022 Board & Standing Committee Meeting Calendar – Action Item (p. 365) | Jeremy Tobias, Chief Executive Officer |
| h. Update on New Clean Energy Sector Partnership Between CAPK and the Kern Community College District – Info Item (p. 366-368) | Jeremy Tobias, Chief Executive Officer
Traco Matthews, Chief Program Officer |

VII. CAPK Foundation Report

a. CAPK Foundation Report – **Action Item**

Pritika Ram, Director of Administration

1. CAPK Foundation Report for November 2021 (**p. 369**)
2. Minutes from the September 24, 2021 Meeting (**p. 370-371**)

VIII. Advisory Board Reports

a. Head Start Policy Council Report – **Action Item**

Nila Hogan, PC Representative

1. November 2021 Policy Council Report (**p. 372**)
2. October 26, 2021 Policy Council Minutes (**p. 373-378**)

IX. Chief Executive Officer Report

a. CEO Report for November 2021 – **Action Item**

Jeremy Tobias, Chief Executive Officer

1. COVID-19 Update (**Verbal Report**)
2. Board Officer Elections in January 2022
3. Committee Preferences for 2022

X. Board Member Comments

XI. Closed Session

a. Conference with Real Property Negotiators pursuant to Section 54956.8:

Property Address: 1300 18th Street, Bakersfield, CA 93301
Agency Negotiator: Jeremy Tobias, Tracy Webster, Traco Matthews, Emilio Wagner, and Jeff Andrew
Negotiating Parties: Lee Development Group c/o Bynum & Associates
Under Negotiation: Concerning price and terms

b. Reconvene into Open Session

XII. Closed Session Report

XIII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
To be determined
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, November 12, 2021. Paula Daoutis, Administrative Coordinator.



RESOLUTION 2021-26

A RESOLUTION OF THE BOARD OF DIRECTORS OF COMMUNITY ACTION PARTNERSHIP OF KERN AUTHORIZING USE OF TELECONFERENCING FOR PUBLIC MEETINGS UNDER AB 361

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on November 17, 2021, in Bakersfield, California and resolved as follows:

WHEREAS, the Governor of the State of California (Governor) proclaimed a State of Emergency to exist as a result of the threat of COVID-19. (Governor's Proclamation of a State of Emergency (Mar. 4, 2020); and

WHEREAS, the Governor's Executive Order No. N-25-20 (Mar. 12, 2020); Governor's Executive Order No. N-29-20 (Mar. 17, 2020); and Governor's Executive Order No. N-08-21 (Jun. 11, 2021) provided that local legislative bodies may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body and waived the Brown Act provisions found in Government Code section 54953(b)(3) which require the physical presence of the members, the clerk, or other personnel of the body, or the public, as a condition of participation in, or quorum for, a public meeting, including the requirement that:

1. State and local bodies notice each teleconference location from which a member will be participating in a public meeting.
2. Each teleconference location be accessible to the public.
3. Members of the public may address the body at each teleconference location.
4. State and local bodies post agendas at all teleconference locations.
5. During teleconference meetings at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

WHEREAS, the provisions of Governor's Executive Order No. N-25-20 (Mar. 12, 2020); Governor's Executive Order No. N-29-20 (Mar. 17, 2020); and Governor's Executive Order No. N-08-21 (Jun. 11, 2021) expired on September 30, 2021 and will no longer remain in effect thereafter; and

WHEREAS, the Center for Disease Control is currently contending with the Delta Variant of the COVID-19 virus and anticipates the development of potential other strains which may further impede public agency operations and prolong the need for social distancing requirements; and

WHEREAS, recent legislation (AB 361) authorizes a local legislative body to use teleconferencing for a public meeting without complying with the Brown Act's teleconferencing quorum, meeting notice, and agenda requirements set forth in Government Code section 54953(b)(3), in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to 2 above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Community Action Partnership of Kern as follows:

1. **Determination of Imminent Health or Safety Risks.** The Board of Directors hereby determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
2. **Continued Implementation of AB 361.** If the state of emergency remains in effect and meeting in person would present imminent risks to the health or safety of attendees, the Board of Directors shall, to continue meeting subject to the provisions set forth in AB 361 and the Brown Act, no later than 30 days after it adopts this Resolution and every 30 days thereafter, make the following findings by majority vote:
 1. The Board of Directors has reconsidered the circumstances of the state of emergency; *and*
 2. Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials impose or recommend measures to promote social distancing.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 17th day of November 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

November 17, 2021
Date



DATE	October 27, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 102 423 601#

Board of Directors Meeting Minutes

Per Governor's Executive Order N-29-20, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

I. Call to Order

Vice Chair Fred Plane called the meeting to order at 12:01 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Roll Call was taken with a quorum present:

Present: Curtis Floyd (Chair)(left at 1:46 pm), Janea Benton, Jimmie Childress, Joe Garcia, Craig Henderson (left at 1:30 pm), Nila Hogan, Michelle Jara-Rangel, Maritza Jimenez, Mike Maggard, Jonathan Mullings, Yolanda Ochoa (left at 1:30 pm), Marian Panos, Fred Plane, and Ana Vigil

Absent: Guadalupe Perez

Others present: Jeremy Tobias, Chief Executive Officer; Lorraine Casillas, Director of Finance; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Traco Matthews, Chief Program Officer; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff. Also in attendance was Jay Rosenlieb from Klein DeNatale law firm

II. Resolution Approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361

a. Resolution #2021-23

Jeremy Tobias explained the new requirement for the Board to certify every 30 days, that virtual meetings are necessary. The Governor's Executive Order is still in effect, however, new assembly bill now requires a proactive action by the Board that they will meet remotely. The resolution was drafted by our attorney at KDG and includes the new requirements.

Motion was made and seconded to approve Resolution #2021-23. Carried by unanimous vote (Benton/Childress).

III. Public Comments

No one addressed the Board.

IV. Special Presentation

a. Retirement Announcement of Ginger Mendez, Head Start State Enrollment / Attendance Manager – Yolanda Gonzales, Director of Head Start / State Child Development.

Yolanda Gonzales announced the retirement of employee Ginger Mendez and thanked her for her time at CAPK and said that Ginger came to CAPK from Riverside Head Start program and spent 4 years at CAPK before her retirement earlier this month. She played an integral part of the enrollment program. Ginger thanked the Board and Staff for their support during her time at CAPK.

Fred Plane said he appreciated how Ginger was so willing to make changes to the monthly enrollment report as requested by members of the PRE Committee.

Marian Panos said she appreciated the passion Ginger had for team approach.

V. Consent Agenda

Board Chair Curtis Floyd asked members of the Board and the Public if they would like to remove any items from the Consent Agenda for further discussion. Board Member Marian Panos said she would like to discuss Item L.

Marian Panos said she wanted to bring the enrollment issue to the Board to ensure they had knowledge of and an understanding of the issue. With the January 1, 2022, date for full enrollment compliance fast approaching, Marian expressed her concern that CAPK will be out of compliance and wanted the full Board to be made aware of this issue as it will likely have an impact on funding. Marian further stated that the Board needs to be aware that we are under enrolled, and was also under enrolled prior to the pandemic, and said that the waitlist does not meet expectations, and further emphasized that this is an urgent issue.

Yolanda Gonzales responded to comments from Board Member Panos and confirmed that staff is beginning to use media outreach, and that staff and leadership understand the urgency of the situation. Jerry Meade said he appreciates the attention to this issue and assured the Board that staff is doing everything possible to increase enrollment. Yolanda Gonzales also added that part of the problem is that staffing is down and there is not enough staff to keep some of the classrooms open.

Marian Panos also added that she hopes staff is not neglecting the boots on the ground efforts in the poverty zones to make sure that the under-income children are being served first.

Jeremy Tobias said that the PRE Committee members are doing an excellent job at watching over this issue and suggested the committee formalize an in-depth agenda item for the Board with detailed information.

Yolanda Ochoa expressed concern that Board Members, who are ex-employees, appear to be micro-managing staff. Curtis Floyd weighed in and thanked Marian Panos for bringing this to the attention of the entire Board. Curtis also said the Board's responsibility is to govern and not provide directives. However, he appreciates being informed of this urgent matter.

Fred Plane said that at the committee level, the members of the committee are welcome to request that items on the committee agenda not to be presented under the consent agenda and they can request items of concern be added as a new business item.

Michelle Jara-Rangel said that she shared the concerns addressed by Board Member Marian Panos, and as a reviewer herself, she said that the reviewer will ask to see the Board Minutes to be sure that the full Board is aware of areas of concern, and that those concerns are documented.

Motion was made and seconded to approve all items on the Consent Agenda, including the updated information for Item L by Board Member Panos. Carried by unanimous vote (Panos/Hogan).

VI. Regular Business

- a. New COVID-19 Vaccine Mandate Policy and Supplemental Compensation Time – Lisa McGranahan, Director of Head Start – **Action Item**

Jeremy Tobias provided an overview regarding the restrictive requirements of our mandate as a Federal and Head Start contractor. A draft policy was presented to the Executive Committee on October 15th and the committee expressed some concerns and suggestions. The CAPK policy has 2 distinct parts, where all employees need to be fully vaccinated by January 1, 2022, or must have an allowable exemption. Exemptions are allowed for medical and religious purposes. Once approved for an exemption, staff that are exempt from the vaccine must be tested weekly. There were changes to the religious exemption forms based on recommendations from the Executive Committee.

Lisa McGranahan advised the Board that on September 9, 2021, President Biden announced the COVID-19 Action Plan, with the goal to get more people vaccinated and stop the spread of COVID-19 and the variants. All Head Start agencies and also employers of 100 or more employees are required to be vaccinated no later than January 1, 2022. The attached policy and accompanying forms were presented to the Executive Committee on October 15, 2021, and have since been revised per the recommendations of the Committee. Further work with legal counsel created an appeal process in the event an exemption request is rejected. Also included is a new policy which grants 16 hours of supplemental compensation time to support staff to receive the COVID-19 vaccination, or time off to recover from any side effects. Staff requests Board approval of both policies presented.

Lisa further expressed the urgency surrounding the timeline for each vaccine. Lisa said there are approximately 300 employees who have not provided a vaccination card or requested an exemption. HR staff will contact each employee to encourage them to make a decision and remind them of the options available to them.

Jeremy Tobias said that for all employees required to test weekly, we will use onsite rapid testing kits and hope to use our existing COVID-19 app for daily check-ins and test results to show proof of a negative test.

Nila Hogan asked if there is a guideline on why exemptions would be denied. Lisa McGranahan said that if an employee has an authentic document and it is completed in full, there is no reason why it would not be approved. If information is not completed or missing, such as a doctor's signature on the medical exemption form, that would make it ineligible for approval.

Jeremy Tobias said there is an interactive process for the application, and asked attorney Jay Rosenlieb to respond. Jay Rosenlieb said that for the medical exemption, the first level is mechanical, is it an authentic document, is the provider on the approved list, is the information completed? The reasonable accommodation, interactive dialogue is dictated by statute, testing once a week, and wearing a mask. For the religious exemption, there is a statute that the person must have a sincerely held religious belief, that the applicant declares. If the employer has evidence that the person is not truthful, it might be denied with an opportunity for appeal.

Mike Maggard asked about the 300 employees who have not responded, what happens if they don't do anything? Jeremy clarified that the 300 employees mentioned, have not responded to the earlier incentive program we offered to encourage vaccines. We have not submitted the new set of rules to employees yet for the new mandate, as we are still in the process of approval. In regard to employees that do not respond to the new vaccination mandate, HR has a tracking system. HR will have individual conversations to reach out to those employees that have not previously responded. If under a new mandate an employee does not respond or refuses to comply, there is potential for employment action including separation from CAPK. Because of the requirements upon CAPK, we do not have the opportunity to retain staff that are not in compliance.

Jeremy Tobias added that if CAPK fails to comply as an agency, CAPK could potentially lose the Head Start contract and defunding of the program. Under the separate 100-employee requirement, CAPK could suffer fines and penalties. Individuals that contract COVID as a result of employees or the employer's failure to follow and comply with regulations, there are causes of action that could lead to serious legal and financial issues for CAPK.

Mike Maggard said we are at the tip of the slippery slope. We may need to mandate that children be vaccinated to participate in the program. Jay Rosenlieb said this is a Federal Head Start contractor mandate, which is not mandating that children be mandated yet, but it could possibly come down to that. If it does, we will have no alternative but to comply.

Tracy Webster added, this component will be part of the upcoming Head Start audit. Anytime that CAPK is not in full compliance, it could lead to unfavorable action against CAPK.

Janea Benton asked Tracy to provide documentation other than a letter from the Office of Head Start (OHS). A reference was made to the Safer Workforce Taskforce, who issued directions to Federal contractors. Janea asked where in the document does it state that we will be out of compliance if the Board does not approve?

Jay Rosenlieb provided a response to Janea and said that in addition to the CA regulation 3205, which creates various safety practices (not a vaccine mandate) the agency must follow the regulations. If the agency does not follow, the agency could be found not in compliance, and could be exposed to an uninsured Workers Comp claim. Jay also confirmed that the specific rules for the Federal Mandate are not yet all in place and the Head Start requirement is not yet fully defined, but guidance is being provided on an ongoing basis. It was communicated in writing that CAPK is responsible for ensuring that Head Start staff complies by January 1, 2022. Agencies were left to define their own policies based on the brief guidance. The policy presented for approval is CAPK's policy.

Janea Benton said she still has concerns, and while she understands the sense of urgency, she believes it may be a false sense of urgency since there has not been any documentation produced by the Federal Government.

Yolanda Gonzales said the OHS is working on guidance in rule making. OHS issued a letter stating that the Head Start programs will need to be in compliance. CAPK could risk not having the staff to serve the children, and we must realize that the OHS may not accept a religious exemption. There is no clear guidance at this time, other than they are trying to get the language and directives out as soon as possible.

Fred Plane expressed concerns about having a tight timeline with no Federal guidance.

Jeremy Tobias said that the President's order stated that the guidance would be forthcoming, which made it difficult for staff and legal counsel to write the policy. We are using other mandates and Federal requirements developed over the past 1.5 years to guide our policy development, which makes it difficult when we don't get the specific guidance to assist us. We have not heard anything about a potential grace period, so we are operating on what was stated, that we must comply by January 1, 2022.

Mike Maggard asked if there is any ambiguity that we must do this, and Janea Benton does not feel that we are currently mandated to enforce this, and does not feel compelled to move forward at this time.

Curtis Floyd asked Jay Rosenlieb to weigh in on whether or not we have to rush to move forward. Curtis feels that although we have not received the documentation, we were told to get ready, and we don't want to be caught unprepared. Jay Rosenlieb had to step away from the meeting momentarily and was not able to provide comment.

Jeremy Tobias said that in the President's policy as announced, Head Start contracts were named and spelled out specifically by the President, and that is a concern for him, so it is clear that it is going to apply to Head Start. He believes it is too much of a risk not to proceed and recommends moving forward so that we don't lose staff and have to close down our Head Start centers.

Motion was made and seconded to approve staff's recommendation. Carried by a vote of ten in favor and two opposed (Hogan/Panos).

- b. Early Head Start Child Care Partnership Cost of Living Adjustment (COLA) – Esperanza Contreras, Partnership Administrator - **Action Item**

Esperanza Contreras presented the above action for approval and reported that the Board of Directors previously approved the application to receive the 1.22% COLA for Kern Early Head Start Child Care Partnership contract. The COLA is retroactive to the full contract year starting March 1, 2021, to include the increase to the contractual payments for services. Staff requests Board approval to authorize the Chief Executive Officer to execute the Amendments to the Contract for Service Agreements with each of the five partnerships.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Panos/Hogan).

- c. 2020-2021 Head Start & Early Head Start Self-Assessment – Sylvia Ortega, Quality Assurance Administrator – **Action Item**

Sylvia Ortega presented the above action item for approval and reported that the Head Start / State Child Development program conducts annual self-assessments to review its program's operations, and effectiveness in meeting program goals and objectives. The self-assessment also provides programs the opportunity to identify issues and make corrections before they become findings in a federal review. Through this process, three findings were identified. Plans of Action to address each of the three findings have been completed and staff recommends Board approval of the 2021-2021 Head Start and Early Head Start Self-Assessment Reports.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Jara-Rangel/Panos).

- d. Early Head Start San Joaquin Budget Revision – Jerry Meade- Head Start Assistant Director: Program – **Action Item**

Jerry Meade presented the above action item for approval and reported that the Early Head Start San Joaquin County program, along with staff from the Finance Division, has identified savings in the personnel and fringe categories, which is attributed to staff vacancies. With Board approval, staff will submit a budget revision to the Office of Head Start (OHS) and will propose the reallocation of savings from the personnel and fringe categories to the construction category. The additional funds will support the renovations of the Barnett House facility in Stockton. Jerry presented the budget detail that identified the preliminary estimates for the project is approximately \$750,000. If the budget revision request is approved by the OHS, the Barnett House renovation can be fully funded. Staff recommends approval with Resolution.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Jimenez/Mullings).

e. Construction Update – ***Info Item***

Emilio Wagner provided an update on the various Head Start construction projects that included the following:

Head Start Childcare sites:

- Harvey Hall
- Pete Parra
- Martha J Morgan
- Sterling

Emilio gave a general update on the Food Bank Expansion including:

- Funding
- Progress
- Schedule

VII. CAPK Foundation Report

a. CAPK Foundation Report for October – Pritika Ram, Director of Administration – ***Action Item***

1. October 2021 CAPK Foundation Report
2. Minutes from the August 27, 2021 Meeting

Jeremy Tobias presented the above action item for approval and provided a brief summary of the September 27, 2021, Foundation Board meeting.

Motion was made and seconded to approve the October 2021 CAPK Foundation Board report and all items. Carried by unanimous vote (Maggard/Childress).

VIII. Advisory Board Reports

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative – ***Action Item***

1. October 2021 Policy Council Report
2. September 24, 2021, Policy Council Minutes

Nila Hogan provided a summary report of the above Policy Council and recommended Board approval of the above action item.

Motion was made and seconded to approve the October 2021 Policy Council report and all items. Carried by unanimous vote (Childress/Panos).

IX. Chief Executive Officer Report

a. CEO Report for June 2021 – Jeremy Tobias, Chief Executive Officer – ***Info Item***

1. COVID-19 Update

Jeremy Tobias provided the COVID-19 update to the Board and stated that the recent surge in the community has leveled off and the new staff cases have also leveled off. Roughly 61% of employees have reported being vaccinated and CAPK continues to require staff to wear masks.

2. Board Meeting Protocols

At the November Board meeting, Jeremy said that staff will discuss our options on when to return to in-person meetings or offer hybrid meetings. This topic will be added to the agenda for the next meeting.

3. M Street Navigation Center Update

Jeremy reported that the M Street Navigation Center is at full capacity with 147 clients, and a with a few extra beds open for law enforcement to bring in people as needed. Staff is working with City Serve and others in the community to offer a Thanksgiving meal and is looking to obtain a sponsor for a Christmas holiday meal. There is financial literacy programs underway for clients that have been well received, and it has generated opportunities from other community entities. We continue to work with Bakersfield College to offer job training classes for the clients.

Beginning on November 2, 2021, Dental care will be offered on the 4th Tuesday of every month. Mental Health has been working with clients with meetings each Friday, and it also includes a substance abuse program.

In the coming months, we will have staff from the M Street Navigation Center present a more formal presentation.

X. **Board Member Comments**

- Fred Plane thanked the members of the Board for addressing some difficult issues.

XI. **Closed Session**

XII. **Closed Session Report**

XIII. **Next Scheduled Meeting**

Board of Directors Meeting
12:00 pm
Wednesday, November 17, 2021
5005 Business Park North
Bakersfield, CA 93309

XIV. **Adjournment**

The meeting was adjourned at 2:11 pm.



DATE	November 2, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 912 456 456#

Personnel & Affirmative Action Committee Minutes

1. Call to Order

Committee Chair Fred Plane called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. Roll Call

Roll Call was taken with a quorum present.

Present: Fred Plane (Chair), Jimmie Childress (arrived at 12:06 pm), Craig Henderson, Michelle Jara-Rangel, Yolanda Ochoa

Absent: None

Others present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Lisa McGranahan, Director of Human Resources; Traco Matthews, Chief Program Officer; Pritika Ram, Director of Administration; Tracy Webster, Chief Financial Officer; and other CAPK staff.

3. Approval of Agenda

Motion was made and seconded to approve the Agenda of the Personnel & Affirmative Action Committee for November 2, 2021. Carried by unanimous vote (Henderson/Ochoa).

4. Public Comments

No one addressed the Committee.

5. Regular Business

- a. VITA New Job Title & Job Description (Quality Reviewer) – Freddy Hernandez, Director of Youth & Community Services – **Action Item**

Freddy Hernandez presented the above action item for approval and said that the addition of this new job position will support the VITA program goal of making sure the volunteers continue to provide quality tax preparation services to the clients as the program strives to expand services into new areas in Kern County. The funding for the position is included in our VITA grant.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Jara-Rangel/Henderson).

b. CAPK DEI Committee Formation – Traco Matthews, Chief Program Officer – ***Action Item***

Lisa McGranahan reported that per Strategic Plan Goal 4.4 – there is an effort to build capacity to incorporate diversity, equity and inclusion, and best practices at all levels. This is the first agency wide effort to meet the goal in the strategic plan, and leadership is pleased with the collaboration within the community.

Traco Matthews added that all the work at CAPK is rooted in equity. Traco said that the recent CDFI assessment process elevated the urgency to establish the DEI program as it is a requirement to have the DEI program in place to become CDFI certified. The plan must be intentional, on paper, and executed. Traco stated that this verbal report is to advise the committee that the work has begun, and the planning committee consists of staff members, Tracy Webster, Lisa McGranahan, Traco Matthews, Pritika Ram, and Laura Alford. The expectation is to provide an in-depth presentation to the Personnel & Affirmative Action Committee in early January.

Fred Plane asked if the Personnel & Affirmative Action Committee will vet the plan, before it goes to the full Board. Traco said that reports and updates will be presented to this committee, then eventually to the full board from there. There is likely to be a special presentation to the Board once it is launched, and this Committee will provide direction.

Fred Plane said that this is a very important issue and has been undertaken in other organizations around the County and recommends that staff prepare a presentation to the Board and suggested that a Board Member be added to the planning committee.

6. Committee Member Comments

No comments.

7. Next Scheduled Meeting

Personnel & Affirmative Action Committee
12:00 pm
To be determined
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 12:13 pm.



MEMORANDUM

To: Personnel Committee

From: Freddy Hernandez, Director of Youth & Community Services

Date: October 27, 2021

Subject: *Agenda Item 5a: VITA New Job Title and Job Description (Quality Reviewer)* – **Action Item**

The Volunteer Income Tax Assistance Program (VITA) is requesting approval for a new Quality Reviewer job title and description for the current VITA program. The new job description and title was approved by Human Resources and pointed at a Grade 4 in the CAPK compensation schedule. The VITA program offers Volunteer Income Tax Assistance services to low-income individuals and families throughout Kern County.

The addition of this job position will support our program goal of making sure our volunteers continue to provide quality tax preparation services for our clients as we aim to expand services into new Kern County areas. The second goal of this new position is to make sure that our client's taxes are prepared with minimum to no errors and processed in a timely manner.

Upon approval from the Board of Directors, staff will begin the hiring process. Funding is available within the current IRS budget to support this new position. The VITA program received an award of \$200,693 from the Internal Revenue Service in order to provide free tax assistance services throughout Kern County from October 1, 2021, through September 30, 2022.

Recommendation:

Staff recommends the Personnel Committee approve the new Quality Reviewer Job Title and Description.

Attachment:

Quality Reviewer Job Description



VITA Quality Reviewer

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 4

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

The Quality Reviewer is responsible for the general administration, clerical, and program support for the VITA program. Required to provide excellent customer service when assisting clients with their tax return preparation and frequently communicate with clients to ensure that their information and data is collected. Adhere to the programs site requirements, standards of conduct, and follow the agencies taxpayer privacy and confidentiality standards.

SUPERVISION RECEIVED:

Receives supervision from the VITA Program Manager.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

Disclaimer: This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Essential Job Specific Duties:

- Perform the required responsibilities in order to have a safe and efficient operational site for the VITA program.
- Assist with outreach throughout Kern County in order to inform the community and increase awareness of the VITA program.
- Assist with the recruitment, retention, and the scheduling of volunteers according to the specified tax sites throughout Kern County.
- Implement and oversee the quality review process already established by the VITA program in order to ensure that all TAX Volunteers are aware if the current quality review process.
- Review tax returns for accuracy in a timely manner before they are return to the customer or electronically filed. Take the necessary actions to fix any filling problems and resubmit the tax returns as seen fit. Inform the customer within 24 hours if their taxes have been rejected and maintain confidentiality.
- Ensure that all program records are maintained in compliance with the reporting and auditing requirements as needed.
- Ensure that all client data is submitted into the VITA program database and that client information is updated and accurate when uploading into the management system.
- Review information and verify data entry on a regular basis for accuracy.
- Provide administrative and clerical support duties as needed or other like duties as assigned by the Program Manager.
- Answer phones and schedule client appointments.
- Maintain a safe and functional work environment.

- Attend meeting, trainings and conferences as required.
- Must be able to work alternate hours as required, including nights and weekends.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheets, database, and other related software applications.
- Problems and challenges related to families of different social and economic backgrounds.

Ability to:

- Ability to deal with conceptual matters.
- Ability to communicate effectively.
- Good interpersonal skills.
- Provide public presentation and outreach.
- Establish professional working relationships with clients and staff.
- Bilingual (English/Spanish) desirable.
- Type 35 wpm.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

- High school diploma or equivalent
- Two (2) years paid or volunteer experience in a highly responsible data entry position with secretarial and/or general clerical support function in a human or health service public or nonprofit agency is desirable.
- IRS Certifications – Training and Testing Provided Upon Employment and must be completed within six months of hire.

OTHER REQUIREMENTS:

- Completion of fingerprint clearance, physical, TB and substance abuse screening upon offer of employment.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Bilingual language fluency (English/Spanish) desirable.

WORK ENVIRONMENT:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed indoors.
- Noise level is quiet to moderately quiet.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE VITA Quality Reviewer				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X
Power Grasping (right hand)			X	
Power Grasping (left hand)			X	
Fine Manipulation (right hand)				X
Fine Manipulation (left hand)				X
Pushing & Pulling (right hand)			X	
Pushing & Pulling (left hand)			X	
Reaching (above shoulder level)			X	
Reaching (below shoulder level)			X	

	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs			X			X
11-25 lbs		X			X	
26-50 lbs		X			X	
51-75 lbs	X			X		
76-100 lbs	X			X		
100+ lbs	X			X		



October 2021 Program Monthly Reports

PRE Committee

November 2021



Community Development

2-1-1 Kern Call Center

Coordinated Entry Services

M Street Homeless Navigator Center

**Community Action Partnership of Kern
Monthly Report 2021**

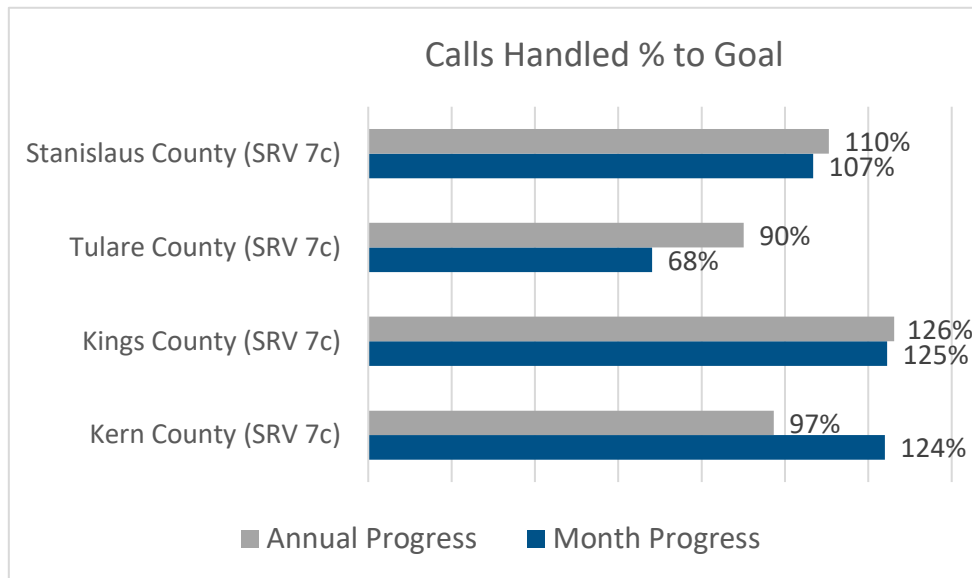
Month	October	Program/Work Unit		211 Kern		
Division/Director	Traco Matthews, CDO Interim		Program Manager	Jennifer Jordan, Program Administrator		
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org.						
Most Requested Services	Housing Assistance		Utility Assistance		Healthcare Insurance	
Top 3 Unmet Needs	Shelter		Transportation		Financial Assistance	
Information and Referral Services Calls Handled (Referred)		Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)		7,436	70,078	72,000	124%	97%
Kings County (SRV 7c)		249	3,029	2,400	125%	126%
Tulare County (SRV 7c)		1,022	16,219	18,000	68%	90%
Stanislaus County (SRV 7c)		1,281	15,911	14,400	107%	110%
Total		9,988	105,237	106,800	106%	99%
Staffing vs. Call Volume				Current Staff	Staff Needed Per Call	Staff Over/ Short
Staff dedicated of Kern calls handled. Expectation is 42 calls per staff for an 8 hour shift.				18	1.8	(13.62)
Grant Funded Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)		25	259	300	100%	86%
Medi-Cal Application (SRV 7b & SRV 7c)		17	97	100	204%	97%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)		22	193	300	88%	64%
Website Visitors		Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated		16,400	188,274	200,000	98%	94%
Other Calls		Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)		4,155	37,344	42,000	119%	89%
Mental Health (SRV 7c)		214	2,800	2,400	107%	117%
Health and Human Service Referrals		8,150	91,556	100,000	98%	92%

**Community Action Partnership of Kern
Monthly Report 2021**

Explanation (Over/Under Goal Progress)

Call volumes and the need for the communities served by 211 continue to fluctuate. Based on monthly targets, the needs remain high for Health & Human Service Information and referrals. Call volumes and the need for communities served by 211 continue to fluctuate.

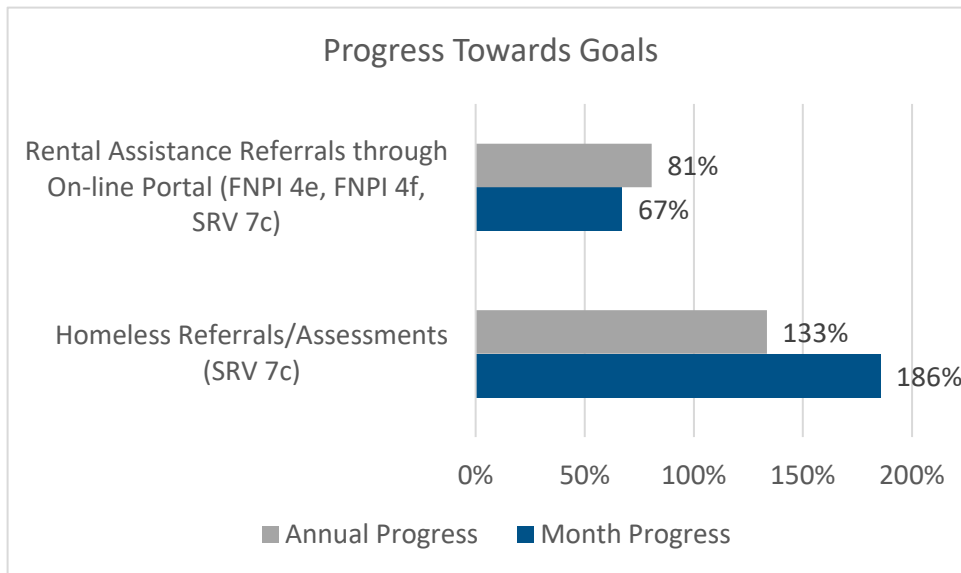
Month	October	Program/Work Unit	211 Kern
Program Strategic Goals		Progress Towards Goal	
1. Fill Staff Vacancies		Continue to interview candidates for the Care Coordinator position.	
2. Retain Staff		Program Supervisor and Program Administrator continue to encourage and engage with 211 staff members.	
3. Contingency Staffing Plan		211 leadership will work on a plan for unexpected call handling circumstances which may present an impact on the call center.	



**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		Coordinated Entry Services (CES)		
Division/Director	Traco Mathews, CPO Interim		Program Manager	Rebecca Moreno		
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
Serves as the Kern County point of entry for assessment and referral to homeless services. Coordinated Entry Services (CES) works with all Bakersfield Kern Regional Homeless Collaborative partners to maximize member resources. CES is also the entry point for COVID related rental assistance.						
Referrals/Assessments		Month	YTD	YTD Goal	Month Progress	Annual Progress
Homeless Referrals/Assessments (SRV 7c)		928	8,009	6,000	186%	133%
Rental Assistance Referrals through On-line Portal (FNPI 4e, FNPI 4f, SRV 7c)		112	1,613	2,000	67%	81%
Total Calls		1,040	9,622	8,000	156%	120%
Performance		Month	YTD	YTD Goal	Month Progress	Annual Progress
Number of applicants who received a response within 24 Hours		931	5,754	100%	89%	60%
Number of Households receiving Homeless Prevention (Rental Assistance) Funds		12	20	300	48%	7%
Pending Assessments		Month	YTD	YTD Goal	Month Progress	Annual Progress
Pending Homeless		0	5	15	-	5
Pending Rental Assistance		3	5	15	3	5
Explanation (Over/Under Goal Progress)						
Pending Assessments are supposed to be 0. No Pending last 3 months. Since CES is doing really well now in reaching this goal, YTD was reset to start over in June. Added new performance goal for Rental Assistance						
Program Strategic Goals		Progress Towards Goal				
1. Improve 24 hour call back response.						
2. Integrate Customer Relation Software (CRM).						
3. Build provider network support.						

**Community Action Partnership of Kern
Monthly Report 2021**



**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		M Street Navigation Center	
Division/Director	Traco Matthews, CDO Interim	Program Manager	Laurie Hughey		
Reporting Period	January 1, 2021 - December 31, 2021				
Program Description					
CAPK operates the 150-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals and an array of mental health, medical care and economic resources to un- sheltered individuals with pets and partners.					
Shelter	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) Month only (COVID-19 Related, will review	186	881	150	124%	
Overnight Residents (Assigned Beds) (FNPI	145	680	600	290%	113%
Pets (Number)	8	40	40	240%	100%
Residents Under 90 days length of stay.	47	435	300	188%	145%
Exits to Permanent Housing (FNPI 4b)	2	40	120	20%	33%
Exits-Self	3	149	150	24%	99%
Exits-Involuntary	38	321	330	138%	97%
Case Management Services	904	1,210	500	2170%	242%
Critical Incidents	25	236	360	83%	66%
Shelter Residents Meals SRV 5ii	11,500	30,694	190,000	73%	16%
Number of Volunteers	37	91	120	370%	76%
Volunteers Hours	177	1,043	7,200	30%	14%
Explanation (Over/Under Goal Progress)					
Exits to Permanent Housing (FNPI 4b)- Will continue to work with clients who are document ready to be transitioned to permanent housing. Self Exits- Continue provide clients with resources to motivate them to take advantage of the program. Volunteer Hours-reduced due to the covid-19 pandemic.					
Program Strategic Goals		Progress Towards Goal			
1. Offer walk-in client services.		N/A			
2. Increase community Engagement i.e. volunteers, in-kind donations, non-operational special need items, etc.		Kingdom Prayer continuing to provide dinner for residents. Citiserve, mask donations from FEMA., clothe donations, working on coat for winter drive for residents.			
3. Develop and implement a job program		2 residents attending BC College, partnership with Bakersfield Adult School "Recycling Lives" Job training, certification and job placement			

**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit	M Street Navigation Center			
Age	Month		Zip code	Number	Zip code	Number
18 - 24	13		93301	22		
25 - 34	44		93304	12		
35 - 44	47		93305	13		
45 - 54	38		93306	2		
55 - 61	33		93307	9		
62+	14		93308	11		
Total:	189		93309	6		

Race Demographic	Month
American Indian or Alaska Native	13
Asian	3
Black or African American	42
Native Hawaiian or Other Pacific Islander	0
White	124
Multiple races	3
Client Don't know / Refused	2
No Answer	2
Total:	189

Gender	Month
Female	78
Male	109
Trans Female (MTF or Male to Female)	1
Trans Male (FTM or Female to Male)	1
Gender Non-Conforming (i.e. not exclusively male or female)	0
Client doesn't know	0
Client refused	0
No Answer	0
Total:	189

	93311	1		
	93312	1		
	93313	1		
	93314	1		
	91722	1		
	93250	2		
	93555	1		
	95409	1		
	93268	2		
	93280	1		
	96817	1		
	45426	1		
	93422	1		
	Unspecified	99		
Total		189		



Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

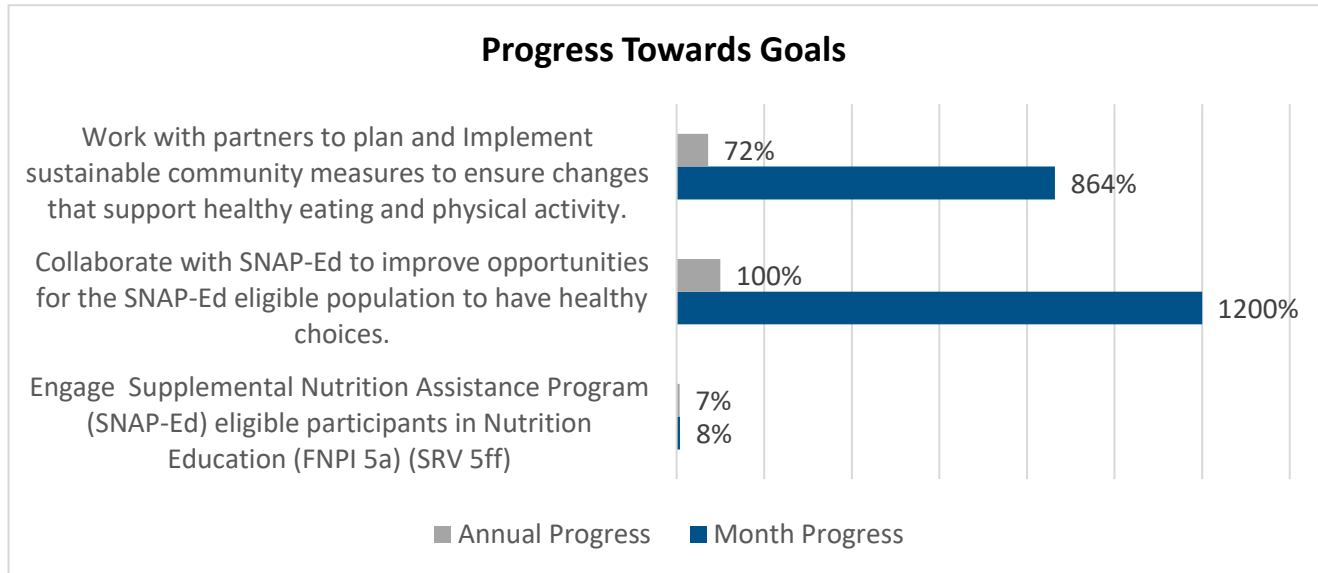
Migrant Childcare Alternative Payment

Women, Infant, and Children

**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		CalFresh Healthy Living		
Division/Director	Health & Nutrition Services TBD	Program Manager		Alejandra Morales		
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
CAPK CalFresh Healthy Living improves the nutrition health of low-income Kern County residents by providing access to nutrition education, physical activity education, and training that will help build a healthy, knowledgeable community.						
Services		Month	YTD	YTD Goal	Month Progress	Annual Progress
Engage Supplemental Nutrition Assistance Program (SNAP-Ed) eligible participants in Nutrition Education (FNPI 5a) (SRV 5ff)		300	3,072	45,000	8%	7%
Collaborate with SNAP-Ed to improve opportunities for the SNAP-Ed eligible population to have healthy choices.		10	10	10	1200%	100%
Work with partners to plan and Implement sustainable community measures to ensure changes that support healthy eating and physical activity.		18	18	25	864%	72%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals		Progress				
1. Retain Staff		The CalFresh Healthy Living program is currently in Federal Fiscal Year 2022. Health Educators are being encouraged and have been given creative freedom to create Policy, System, and Environmental changes within Kern County based on program goals.				
2. Expand Social Media Presence		Health Educators continue to update social media accounts on a weekly/monthly basis. The CalFresh Healthy Living program continues to see an increase in followers accross all social media accounts.				

**Community Action Partnership of Kern
Monthly Report 2021**

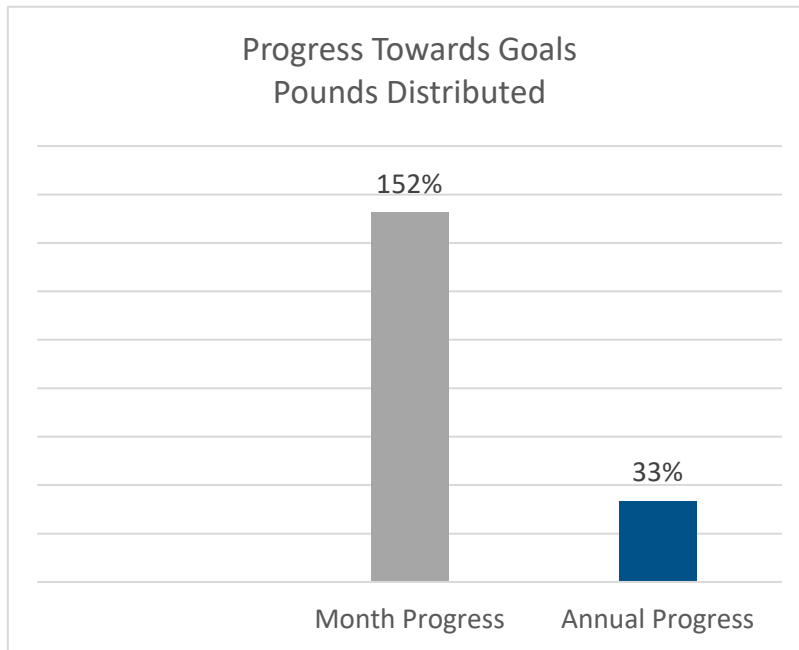


**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit	Food Bank		
Division/Director	Health & Nutrition Services / TBD	Program Manager	Carrie Farwell		
Reporting Period	January 1, 2021 - December 31, 2021				
Program Description					
Provides food assistance to low-income families and individuals through a network of more than 150 partnering food distribution sites throughout Kern County. The Food Bank also offers the Senior Food and Backpack Buddies program at CAPK youth centers, schools, and other community sites.					
Food Distributions	Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served (Duplicated) (SRV 5jj)	36,118	303,384	650,000	67%	47%
Pounds Received	1,440,982	17,157,976	25,000,000	69%	69%
Pounds Carried Over from Previous Month	0				
Pounds Distributed	1,564,945	6,852,633	22,000,000	85%	31%
Senior Food	Month	YTD	Month Goal	Month Progress	
Individuals Served (SRV 5jj)	4,275	33,789	4,800	89%	
Pounds Distributed	162,450	475,794	150,500	108%	
Free Farmers Markets	Month	YTD	Annual Goal	Month Progress	Annual Progress
Households Served (SRV 5jj)	1,200	10,317	8,000	180%	129%
Pounds Distributed	55,000	156,450	250,000	264%	63%
Total Pounds Distributed	Month	YTD	Annual Goal	Month Progress	Annual Progress
All Programs	1,782,395	7,484,877	22,400,500	152%	33%
Volunteers	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training SRV 6f	18	164	60	360%	273%
Other Volunteers	58	467	1,500	46%	31%
Explanation (Over/Under Goal Progress)					
Program Strategic Goals		Progress Towards Goal			
1. Improve data collection and reporting methods.		Completed RFA for capacity grant that will allow for the purchase of client database and training			
2. Fill newly created positions & train new employees.		Food Bank Custodial Position posted and CSRP Program Assistant Position will be posted this month			
3. Increase numbers of volunteers.		Outreach has projected an increase in numbers of			

Community Action Partnership of Kern
Monthly Report 2021

Month	October	Program/Work Unit	Food Bank
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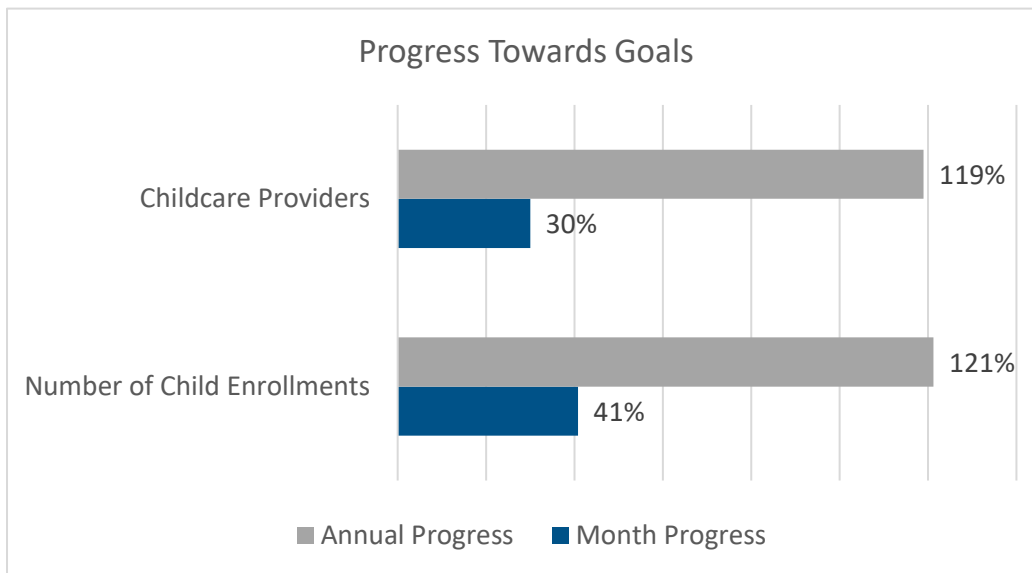
**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		Migrant Childcare Alternative Payment (MCAP)		
Division/Director	Health & Nutrition Services TBD		Program Manager	Susana Magana		
Reporting Period	October 1 , 2021 - October 31, 2021					
Program Description						
The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidy to migrant, agriculturally working families. Families can apply for child care services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, the family can migrate anywhere in California to follow agricultural work and their childcare services can continue.						
Services		Month	YTD	Goal	Month Progress	Annual Progress
Number of Child Enrollments		34	1,212	1,000	41%	121%
Childcare Providers		5	238	200	30%	119%
MCAP Subsidies July -June		Month of September processed in October	YTD	Goal	Month Progress	Annual Progress
Provider Payments-Subsidies Expended		\$750,000	\$ 2,062,267	\$7,500,000	120%	27%
Explanation (Over/Under Goal Progress)						
MCAP staff continues to enroll in all entry counties. At the beginning of the month the program was notified that an additional \$17.5 million would be granted to the program for this fiscal year. The goals for this report will be updated to reflect the increase, once the contract amendment is received and executed. This additional money has allowed the program to be able to extend the Covid-19 Emergency Childcare to essential workers in the community. This allows eligible essential workers to receive childcare subsidy from the MCAP program even though they do not meet the program migrant requirements. This emergency childcare has an expiration date of 6/30/2022. **October reimbursement is a projection, as staff is still working on completing the reimbursement cycle.						
Program Strategic Goals		Progress Towards Goal				
1. Fill Staff Vacancies.		Recruiting for Kings County statellite office was a success. New Kings County staff member will attend orientation on 11/01/2021, not on 10/11/2021 as reported last month. The program administrator is working on a program restructuring of the organization chart, as it will be necessary to increase the number of family services specialists and subsidize reimbursement specialist to sustain the program's growth.				

**Community Action Partnership of Kern
Monthly Report 2021**

2. Retain Staff.	SB 393 passed on 10/5/2021. The passing of this bill provides a change to our program funding structure that will help in the retention of staff and the ability to better serve the migrant community.
3. Contingency Staffing Plan	MCAP coordinators and the administrator will be attending a 2-day ROMA training on 11/3- 11/4 2021

Month	October	Program/Work Unit	Migrant Childcare Alternative Payment (MCAP)
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**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		Women Infants & Children (WIC) Nutrition	
Division/Director	Health & Nutrition Services TBD	Program Manager	Lorna Speight		
Reporting Period	January 1, 2021 - December 31, 2021				
Program Description					
The WIC program provides education, breastfeeding support and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 21 sites throughout Kern County, 5 locations in San Bernardino County, and through one mobile WIC clinic to reach hard-to-serve populations.					
Services	Month	YTD	Goal	Month Progress	Annual Progress
Caseload (Month is same as YTD number) (SRV 5g)	13,000		16,160	80%	
Local Vendor Liaison-Contact Stores	18	176	71	304%	248%
Breast Feeding: 35% of post-partum moms will breast feed their new born. (SRV 5g)	810		840	1157%	
Prenatal Education: 25% will receive the "Let's talk" pre-natal class.	100	741	1,350	89%	55%
Outreach	Month	YTD	Goal	Month	Annual
Enrollment from Website Goal is 100% enrolled	95	1,789	1,400	81%	128%
WIC Presentations and Outreach	2	25	24	100%	104%
Create one PSA for publication in newspaper, television, or social media.	0	6	4	0%	150%
Regional Breast Feeding	Month	YTD	Goal	Month Progress	Annual Progress
Outreach to stakeholders to increase Breast Feeding knowledge and WIC referrals.	0	26	50	0%	52%

**Community Action Partnership of Kern
Monthly Report 2021**

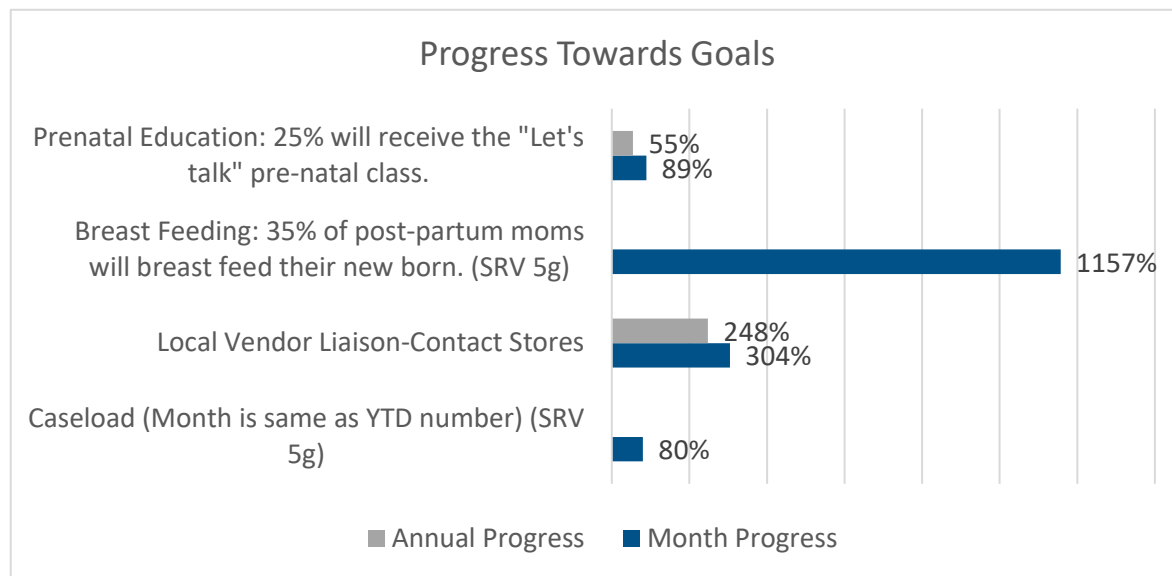
Explanation (Over/Under Goal Progress)

- 1.State WIC recently updated the parameters for the report on Prenatal education, in order to capture the on-line classes. Due to this change, the monthly progress has improved but the annual progress is lower due to on-line classes not previously captured.
2. Caseload and Breastfeeding are estimated numbers, as this report was prepared before the end of the month. Caseload to date, has been somewhat lower than previous months, due to the fact that we have started seeing participants in person. In person appointments are required for those needing certification or recertification. A number of the participants have declined to come to the WIC sites, as they do not feel comfortable with in person visits due to covid-19.
3. Regional Breastfeeding position is still vacant.

Progress

1. Develop Nutrition Topics on Facebook/Instagram.	68 social media posts.
2. Develop nutrition course for new hires.	Completed
3. Implement Tele-Health for WIC appointments and counselling.	WIC telehealth visits were started this Month and are going smoothly.

Month	October	Program/Work Unit	Women Infants & Children
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Youth and Community Services

East Kern Family Resource Center

Oasis Family Resource Center

Energy, Weatherization, and Utility Assistance

Friendship House Community Center

Shafter Youth Center

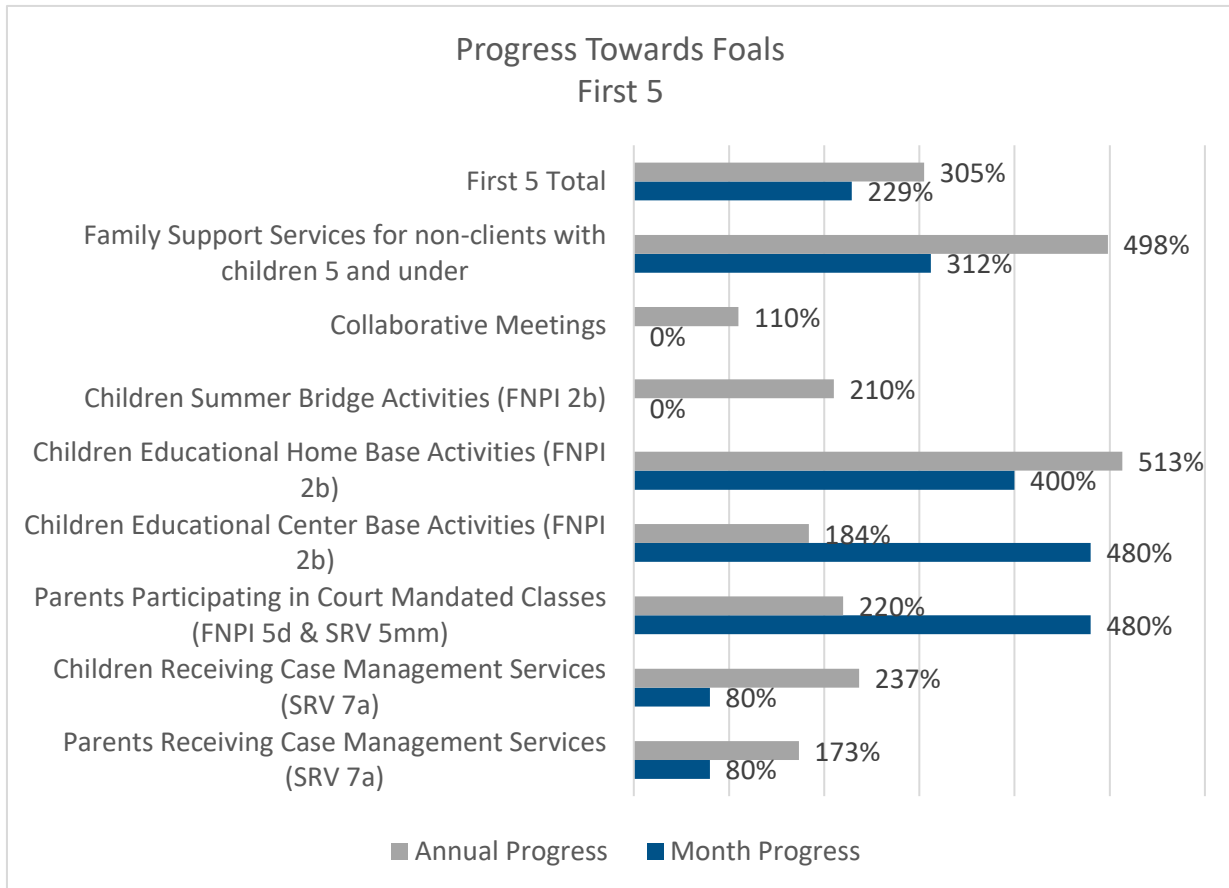
Volunteer Income Tax Assistance

**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit	East Kern Family Resource Center (EKFCRC)			
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Matthew Buck			
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
East Kern Family Resource Center is a regional service center based in Mojave that assists individuals and families from the desert and Tehachapi Mountain communities, focusing on families with children who are at risk of abuse and neglect, or possibly unprepared to enter kindergarten successfully.						
Differential Response		Month	YTD	Annual Goal	Month Progress	Annual Progress
Provide One Time Referral Services to Families. (SRV 7c)		19	172	130	175%	132%
Provide One Time Referral Services to Children. (SRV 7c)		31	348	300	124%	116%
Case Management-Families. (SRV 7a)		12	82	90	160%	91%
Case Management-Children. (SRV 7a)		26	162	210	149%	77%
Differential Response Total		88	764	730	152%	105%
First 5		Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)		2	52	30	80%	173%
Children Receiving Case Management Services (SRV 7a)		2	71	30	80%	237%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)		4	22	10	480%	220%
Children Educational Center Base Activities (FNPI 2b)		10	46	25	480%	184%
Children Educational Home Base Activities (FNPI 2b)		5	77	15	400%	513%
Children Summer Bridge Activities (FNPI 2b)		0	21	10	0%	210%
Collaborative Meetings		0	11	10	0%	110%
Family Support Services for non-clients with children 5 and under		13	249	50	312%	498%
First 5 Total		36	549	180	229%	305%
Walk-In Services (Non-Clients)		Month	YTD			
Food/Household Items		59	491			
Referrals/Administrative Services		200	1875			
Explanation (Over/Under Goal Progress)						

**Community Action Partnership of Kern
Monthly Report 2021**

Program Strategic Goals	Progress Towards Goal
1. Create client data base.	In Progress
2. Improve office internet connectivity.	Done.
3. Expand the influence of the East Kern Collaborative.	In Progress



**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit	Oasis Family Resource Center			
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Eric Le Barbe			
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgecrest and surrounding communities. They focus on providing case management and educational support to families to build resiliency.						
First 5	Month	YTD	Goal (6 Mo)	Month Progress	Progress (6 Mo)	
Parents Receiving Case Management Services (SRV 7a)	1	11	30	20%	37%	
Children Receiving Case Management Services (SRV 7a)	2	18	30	40%	60%	
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	6	10	0%	60%	
Children Educational Home Base Activities (FNPI 2b)	2	11	15	80%	73%	
Children Summer Bridge Activities (FNPI 2b)	0	12	10	0%	120%	
Collaborative Meetings		2	8	0%	25%	
Family Support Services for non-clients with children 5 and under		9	50	0%	18%	
First 5 Total	5	69	153	20%	45%	
Walk-In Services (Non-Clients)	Month	YTD				
Food/Household Items	0	41				
Referrals/Administrative Services	0	26				
Explanation (Over/Under Goal Progress)						
Program Strategic Goals		Progress Towards Goal				
1. Create client data base.		Continous				
2. Begin providing case management services.		Pending				
3. Implement and educational Homebase and Summer Program for children ages 0 - 5.		In collaboration with Head Start.				

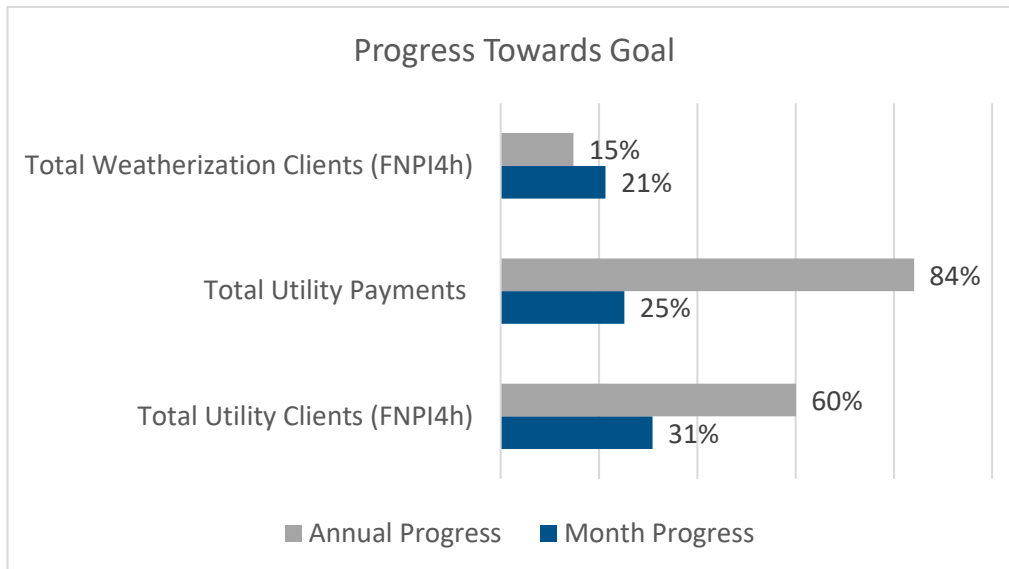
**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		Energy & Utility Assistance		
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Wilfredo Cruz, Loretta Andrews			
	January 1, 2021 - December 31, 2021					
Program Description						
The Energy Program assists income-eligible Kern County residents with utility bill payment, free weatherization, and energy education at no cost to the participant. Weatherization services include weather stripping; repair or replacement of windows and doors, heating/ cooling appliances, stoves, refrigerators, and more.						
Low-income Home Energy Program (LIHEAP) 2021 Ends June 30, 2022		Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Utilities Assistance		297	2,614	3,845	93%	68%
Utility Payments		\$188,613	\$1,903,059	\$2,999,043	75%	63%
Clients Served Weatherization		8	67	150	64%	45%
Low-income Home Energy Program (LIHEAP) 2020 Ends December 31,		Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Utilities Assistance		0	2,088	2,476	0%	84%
Utility Payments		\$0	\$1,545,107	\$1,545,423	0%	100%
Clients Served Weatherization		0	1	74	0%	1%
Discorgement Assistance Program (DAP) Ends December 31, 2021		Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Utilities Assistance		0	251	260	0%	97%
Utility Payments		\$0.00	\$182,134	\$182,000	0%	100%
Clients Served Weatherization		0	27	29	0%	93%
CARES ACT Ends September 30, 2021		Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Utilities Assistance		0	2,090	2,077	0%	101%
Utility Payments		\$0	\$916,192	\$916,186	0%	100%
Department Of Energy (DOE) Weatherization		Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Weatherization		0	0	10	0%	0%
American Rescue Plan Act (ARPA) Ends March 2023*		Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Utilities Assistance		249	249	878	340%	28%
Utility Payments		\$444,980	\$444,980	\$1,054,434	506%	42%
Totals		Month	YTD	Goal	Month Progress	Annual Progress
Total Utility Clients (FNPI4h)		546	5,204	8,658	31%	60%
Total Utility Payments		\$633,593	\$ 3,446,365	\$ 4,097,229	25%	84%
Total Weatherization Clients (FNPI4h)		23	39	263	21%	15%
Explanation (Over/Under Goal Progress)						

**Community Action Partnership of Kern
Monthly Report 2021**

1) Remaining LIHEAP 20 jobs were moved over to LIHEAP 21 - contract to close soon
2) ARPA first full month of utilization was October 2021 - contracts ends March 31, 2023. *The ARPA funding reflects activities and projections through 12/31/2021.

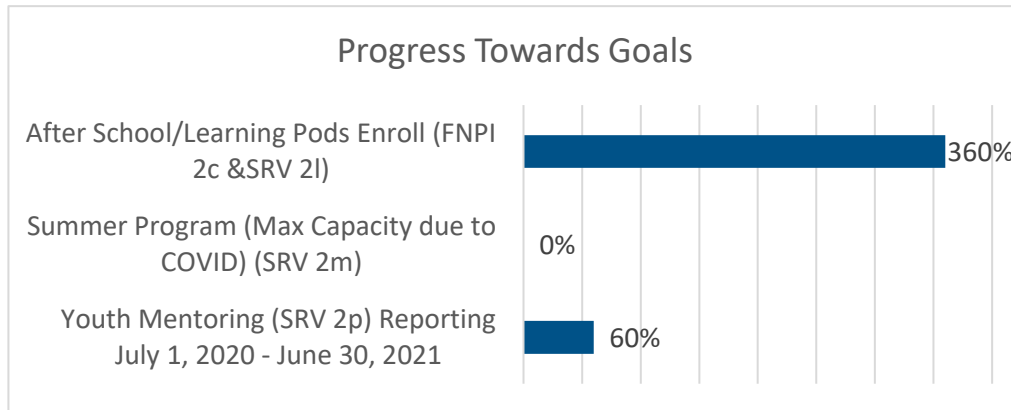
Month	October	Program/Work Unit	Energy & Utility Assistance
Program Strategic Goals		Progress Towards Goal	
1. Expedite assistance to client by increasing efficiency in paperwork (Weatherization).		Currently communicating with Hancock to develop systems to better track work status and product/run specialized reports	
2. Implement a digital inventory system.		N/A	
3. Improve our outreach methods.		Interviewing multiple marketing agencies to determine which one we will use for future marketing services (Outreach)	



**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		Friendship House Community Center (FHCC)		
Division/Director	Youth & Community Services Fred Hernandez	Program Manager		Lois Hannible		
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
Located in Southeast Bakersfield, the program serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.						
Youth Programs	Current Enrolled	Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (SRV 2p) Reporting July 1, 2020 - June 30, 2021	33	5	76	100	60%	76%
Summer Program (Max Capacity due to COVID) (SRV 2m)			31	18	0%	172%
After School/Learning Pods Enroll (FNPI 2c &SRV 2I)	29	6	38	20	360%	190%
Medi-Cal Outreach		Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions		2533	103	3,000	1013%	3%
Canvasing phone calls and flyers		4078	27936	15,000	326%	186%
Explanation (Over/Under Goal Progress)						
The CAPK Friendship House has been offering free tutoring services to community youth to combat the learning loss experienced during distance learning, due to the pandemic. Program youth receiving tutoring services are also informed of the Mentor Program, which most of the youth also register for, which accounts for the increased enrollment in the Mentor Program. In addition, the Medi-Cal outreach team has increased outreach efforts, by working with local collaboratives to get the Medi-Cal program information out to those in the communities that the various collaboratives serve.						
Program Strategic Goals		Progress				
1. Develop and implement an education and tutoring program.		The FHCC tutoring program is being implemented. Ongoing training is being provided to staff on the different tutoring software components.				
2. Strengthen technical infrastructure to increase tech based services for youths such as STEM and distance learning.		Completed				
3. Create Advisory Board Recruitment Plan.		Recruitment for additional FHCC Advisory Board members is scheduled to start in October of 2021.				

**Community Action Partnership of Kern
Monthly Report 2021**



**Community Action Partnership of Kern
Monthly Report 2021**

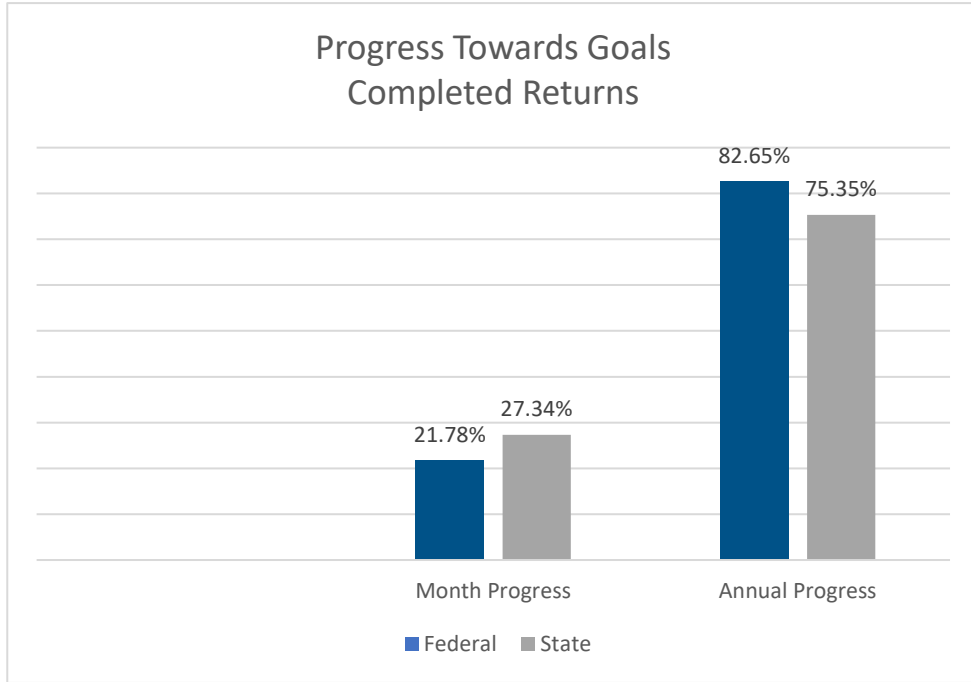
Month	October	Program/Work Unit			Shafter Youth Center (SYC)		
Division/Director	Youth & Community Services Fred Hernandez			Program Manager	Angelica Nelson		
Reporting Period	January 1, 2021 - December 31, 2021						
Program Description							
SYC serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.							
Youth Programs		Current Enrolled	Month	YTD	Goal	Month Progress	Annual Progress
Summer Program (Max Capacity due to COVID) (SRV 2m)				19	19	0%	100%
After School/Learning Pods Enroll (FNPI 2c &SRV 2I)		11	0	33	19	0%	174%
Community Programs (On Hold due to COVID)			Month	YTD	Goal	Month Progress	Annual Progress
Zumba				0	30	0%	0%
Fitness Boot Camp				0	30	0%	0%
Open Basketball				0	45	0%	0%
Tai-Chi				0	12	0%	0%
Outreach			Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events			0	5	6	0%	83%
Community Events			3	13	6	600%	217%
Explanation (Over/Under Goal Progress)							
Dignity Health continues to provide services. Service clubs are using meeting rooms for meetings after regular program hours.							
Program Strategic Goals				Progress			
1. Develop program services to grow enrollment while maintaining safety				In progress			
2. Increase youth programs offered such as STEM, Art & Culture, Healthy life styles, etc.				In progress			
3. Increase staff development opportunities.				In progress. Online professional development opportunities are being utilized			

**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit	Volunteer Income Tax Assistance (VITA)			
Division/Director	Youth & Community Services Fred Hernandez		Program Manager	Jacqueline Guerra		
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
VITA offers no-cost tax preparation and e-filing for low and moderate-income individuals and families. VITA also assists eligible clients to take advantage of the Earned Income Tax Credit (EITC), increasing their tax return and boosting the local economy. All VITA services are provided by IRS-certified staff and volunteers.						
Completed Returns		Month	YTD	Goal	Month Progress	Annual Progress
Federal		90	4,959	6,000	22%	83%
State		103	4,521	6,000	27%	75%
Total Returns (State included with Federal) (SRV 3o)		90	4,959	6,000	22%	83%
Refunds and Credits		Month	YTD	Goal	Month Progress	Annual Progress
Federal Refunds		\$66,060	\$5,993,508	\$3,500,500	13%	171%
State Refunds		\$8,696	\$884,220	\$730,000	12%	121%
Federal EITC (SRV 3o)		\$21,883	\$2,219,886	\$2,300,000	12%	97%
CalEITC (SRV 3o)		\$5,001	\$376,363	\$350,000	16%	108%
Total Refunds and Credits		\$101,640	\$9,473,977	\$6,880,500	13%	138%
Individual Taxpayer Identification Number (ITIN)		Month	YTD	Goal	Month Progress	Annual Progress
Applications		1	67	25	18%	268%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals			Progress Towards Goal			
1. Develop and implement site expansion plan.						
2. Build community awareness of VITA services.						
3. Develop and implement volunteer retainment plan.						

**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit	Volunteer Income Tax Assistance (VITA)
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Operations

Business Services

Maintenance

Information Technology

Risk Management

**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit		Operations: Business Services, Maintenance, Information Technology, Risk Management		
Division/Director	Operations/Emilio Wagner/TBD Assistant Director		Program Managers	Dan Ripoli, Douglas Dill, Kerri Davis, Laurie Sproule		
Reporting Period	January 1, 2021 - December 31, 2021					
Division Description						
Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.						
Business Services						
Activity	Requested	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Purchase Orders			157	1734	TBD	TBD
Contracts	2	10	10	102	TBD	TBD
Leases	1	20	3	16	TBD	TBD
Requests for Proposals	0	0	3	9	TBD	TBD
Maintenance & Operations						
Activity	Received	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Facility Work Orders	240	95	145	2011	TBD	TBD
Information & Technology						
Activity	Received	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Help Desk Work Orders	226	102	227	2906	TBD	TBD
Risk Management						
Workers Comp Claims	Reported	Reported YTD	Other		Reported	Reported YTD
First Aid (Reported only)	3	49	General Liability		0	2
First Aid	2	26	Property Incidents		6	29
Medical Treatment	0	2	Vehicle Incidents		0	10
Modified Duty	0	4	Litigated		0	4
Lost Time	0	0				
Non-Industrial (not work related)	0	3				
Under Investigation	1	1				
Confirmed Work Related COVID	0	28				

**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/Work Unit	Operations
RFPs		Contracts	
		Bakersfield Glass Amendment I (Energy \$25,000)	
		Michael K Brown Amendment II	
		Tranwest Security Services, Inc. (Amendment)	
		Allied Universal Amendment I	
		KCSOS Subcontract Agreement (Cal Fresh)	
		Kernville Schol District Subcontract (Cal Fresh)	
Risk Projects		Lamont School District Subcontract (Cal Fresh)	
Final Rev Draft Fleet Vehicle Policy		Child & Family Psychology	
Final Draft ATD Exposure Plan		Mojave Food Service Agreement	
Final Draft PPE Manual			
Final Draft Wildfire Smoke Mgmt			
Final Draft Workplace Violence			
Final Draft Bloodborne Pathogens			
Draft of GPS Policy			
See below			
IT Projects			
AT&T Switch Ethernet installation?			
Head Start Networking upgrades?			
Server Upgrades			
Leases			
277 E. Front St Buttonwillow (WIC)			
15682 K St. Mojave			
1001 Main St. Delano (WIC)			
1815 Van Ness Ave. (MCAP)			
216 West 7th St. (Hanford)			
108 S. Robinson St. Tehachapi (WIC)			
26904 Nichols St. Boron (WIC)			
8201 Palm Ave.Lamont (Head Start)			
4600 Panama Lane (WIC)			
741 Palm Ave. Wasco (WIC)			
2550 East. Belle Terrace Ste. 501-502			
2800 D. Street (EHS SJ)			
2885 E. Harding (EHS SJ)			
1940 Inyo Street (WIC)			
16804 Highway 14 (EKFRC)			
15580 O St. (WIC)			

**Community Action Partnership of Kern
Monthly Report 2021**

500 E. California Ave. (WIC)
410 Perkins Ave. (Head Start)
2323 16th St. Suite 305
5351 Olive Drive (MCAP)
Risk Projects
Final Draft COVID-19 Prevention Protocols for Ridesharing in CAPK Vehicles
Final Draft COVID-19 Prevention Protocols for Ridesharing in CAPK Homeless Transport
Updated Charter for Operational Risk Management Advisory Committee
Final Draft Rev 2021 Fire Extinguisher Program
Final Draft Opioid Overdose Response and Naloxone Administration Procedures
Complete renewal applications for W/C and AD&D coverage
Rev Draft Ladders Safety Program



Administration

Grant Development

CAPK Foundation

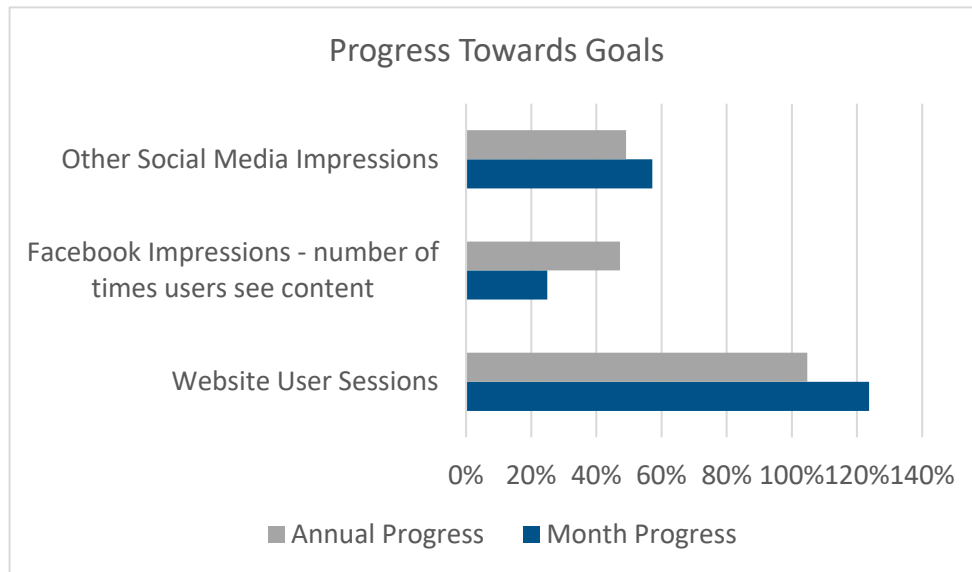
Outreach & Marketing

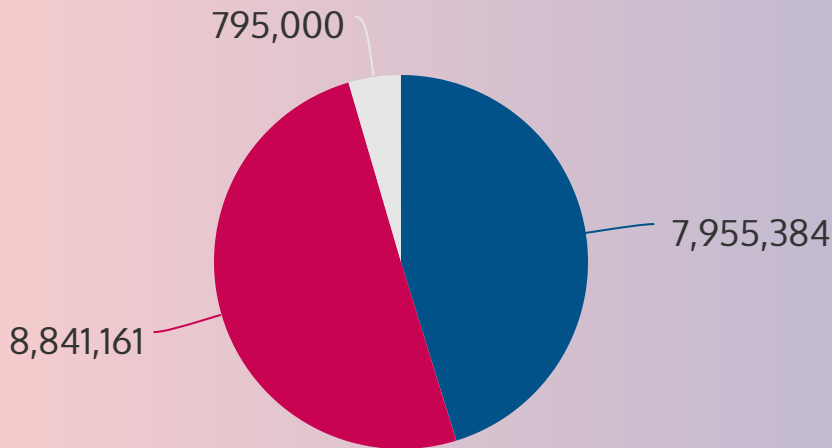
**Community Action Partnership of Kern
Monthly Report 2021**

Month	October	Program/ Work Unit	Grant Development, CAPK Foundation, and Outreach			
Division/Director	Executive/Pritika Ram	Program Manager	N/A			
Reporting Period	January 1, 2021 - December 31, 2021					
Program Description						
Grant research on funding resources and opportunities, proposal preparation, and special projects. Media and public relations, agency and program promotional materials, advocacy, social media and website management, special events and fundraising, English-Spanish translations.						
Outreach Social Media		Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Sessions		18,550	188,483	180,000	124%	105%
Facebook Impressions - number of times users see content		18,701	424,761	900,000	25%	47%
Other Social Media Impressions		10,475	108,118	220,000	57%	49%
Outreach Advocacy		Outreach Special Projects				
Prepared plan for December Food Bank Expansion Groundbreaking		Finalized CAPK Strategic Plan document				
Planned NCAP Fly-in meeting with Congressman Kevin McCarthy.		Prepared and executed Head Start enrollment promotions, video and outreach campaign				
Invited elected officials to participate in CAPK Energy Weatherization Day		Created outreach campaign for MCAP Emergency COVID-19 Child Care Program.				
Participated in NCAF Annual Conference opening Facebook event		Updated Utility Assistance flyer				
Participated in CalCAPA meeting with California Senator Scott Wiener		Promoted UA, Head Start, M Street and MCAP with the media				
Grants In Progress/Research		Projects				
see application report		Strategic Plan - On Strategy Digital Development				
CDFI Study through FUND Consulting		Onboarding of new service contract with United Way of Fresno and Madera				
Discussions with ETR on SBA micro loans						
		Monthly meetings with CDFI Kern Consortia				
		Elected official engagement				
		Certified Community Action Professional (CCAP) Training - California Cohort				
CSBG		ROMA				
Review NPI and SRVs by Program		CalCAPA ROMA Training preparation				
Preparing for end of year reports with Wipfli		Patient Centered Data Driven (PCDD) Cohort				
Ongoing Monthly Reports						
Foundation						
Director of Development Recruitment						

**Community Action Partnership of Kern
Monthly Report 2021**

Explanation (Over/Under Goal Progress)	
Program Strategic Goals	Progress Towards Goal
Customer Relationship Management Projects, including Volunteer Management and Referral Management	In Progress.
Conduct In depth program specific needs assessment	QTR



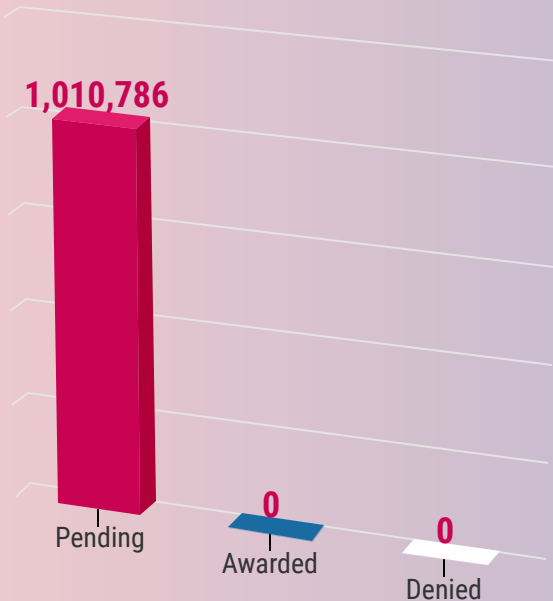


\$ Grant Funding Year-to-Date

January 1, 2021, to
October 31, 2021

■ Pending ■ Awarded ■ Denied

● App Status October 2021



Donations

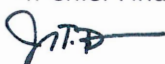
\$8,759⁵

Funder	Description	Program	Amount Requested	Amount Awarded	Date Submitted	Status
County of Kern - 2021 Emergency Solutions Grant (ESG)	The ESG program provides funding to meet the following objectives: rapidly re-house homeless individual and families; improve the number and quality of emergency shelters for homeless individuals and families; help operate emergency shelters; provide essential services to shelter residents; engage homeless individuals living in the streets; and prevent families from becoming homeless.	M Street Navigation Center Coordinated Entry System Rental Assistance/Housing	\$ 257,244.00	\$ -	10/5/2021	Pending
FY22 Feeding America Multi-Donor Service Insights	Customer Relationship Management (CRM) Client-data collection platform	Food Bank	\$ 125,000.00	\$ -	10/11/2021	Pending
CA Department of Community Services and Development (CSD)	2021 California Earned Income Tax Credit Plus (CalEITC+)	Volunteer Income Tax Assistance (VITA)	\$ 628,542.00	\$ -	10/29/2021*	Pending
California Reinvestment Coalition	Community Development Financial Institution (CDFI) Development	California Reinvestment Coalition	\$ -	up to \$250,000	10/1/2021	Phase 1: Letter of Intent. Phase 2: Invitation to apply to full application.
US Economic Development Administration	Build Back Better Regional Challenge Phase 1 - Aerospace Sector Lead Agency: County of Kern Coalition Member: CAPK	NEW - Workforce Development	\$ 250,000.00	\$ -	10/19/2021	Pending
US Economic Development Administration	Build Back Better Regional Challenge Phase 1 - Energy Sector Lead Agency: Kern Community College District (KCCD) Fiscal Agent: CAPK	NEW - Workforce Development	\$ 500,000.00	\$ -	10/19/2021	Pending

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	Private	CAPK Program	Food Bank
Funding Agency	Feeding America	Project Name	Multi-donor Service Insights
CFDA	N/A	Target Population	Food Bank clients
Reapplication (Y/N)	N	Number to be served	0 - Research Phase
Estimated Request	\$125,000.00	Division Director	Traco Matthews, CPO
Award Period	12/01/2021 to 11/30/2022	Program Manager	Carrie Farewell
Project Goal (One sentence goal statement)			
Research, identify and implement a client-tracking software for the CAPK Food Bank with guidance from Feeding America mitigate risk, avoid unforeseen costs, and be able to implement a sustainable program in perpetuity.			
Project Description (Brief one paragraph description)			
As part of the initial phase, Plan, staff will work alongside the Feeding America technical assistance team and cohort to identify methods for effective goal setting around a client-level data tracking system, including participating in stakeholder meetings and devising an agency roll-out strategy. This phase also includes a readiness assessment, as well as funding and sustainability strategies.			
Estimated Budget Summary			
Feeding America Allocation: \$125,000.00 CAPK 33% Required Match: \$65,846.00 Total: \$190,846.00 Funding to support 1.0 FTE Information System (IS) Business Analyst and support staff at 87%; Travel at 2%; Supplies at 2%, Other operating at 3%; and Indirect at 6% (Feeding America portion only).			

Approvals:

 1. Division Director Pritika Ram Digitally signed by Pritika Ram Date: 2021.09.30 15:33:44 -07'00' 2. Director of Administration  3. Chief Program Officer	Oct 11, 2021 Date 10/11/2021 Date Oct 11, 2021 Date
 4. Chief Financial Officer  5. Chief Executive Officer	Oct 11, 2021 Date Oct 12, 2021 Date

Date Presented / Approved:

PRE Approval: _____ B&F Approval: _____ Executive Approval: _____ Board Approval: _____



MEMORANDUM

To: Program Review and Evaluation Committee

From: Pritika Ram, Director of Administration

Date: November 3, 2021

Subject: *Agenda Item 6a*: Follow-Up Items from the October 13, 2021, Meeting – **Info Item**

At the October 13, 2021, Program Review & Evaluation Committee meeting, committee members requested information on the following topics:

1. Program Profile – Food Bank: Changes in volume of pounds distributed - 2020 compared to 2021 YTD

Carrie Farewell, Food Bank Program Administrator

In reviewing the year-to-date figures, the Food Bank has experienced a slight decrease in the volume of pounds distributed compared to figures in 2020. However, programs such as the Senior Program and Farmer's Markets experienced an increase since last month. The following are potential contributing factors impacting the pounds distributed and number of individuals served for this year:

- 1.) The Federal and state-supported COVID-19 stimulus relief funds and Child Tax Credits have eased the urgency of emergency food assistance. This includes eligibility and program criteria for programs such as Women, Infant, and Children (WIC), California Food Stamp Program (CFAP)/ Supplemental Nutrition Assistance Program (SNAP) and Cal-Fresh benefits.
- 2.) Commodity site closures. In September 2021, there were 3 closures (emergency) which impacted the number of individuals served and pounds distributed.
- 3.) An influx in COVID-19 funds has allowed a variety of agencies to provide food, like schools, and other non-profits, and lessened the reliance on the Food Bank.
- 4.) The pandemic caused unemployment, and a shortage of food supply in stores, which increased our client base for 2020. If/when the pandemic starts to slow down, and the economy gets back to normal, staff anticipate the Food Bank figures will stabilize.
- 5.) Client counts. The Food Bank recently changed the process of recording client information on the EFA-7 forms. The Emergency Food Assistance Program (TEFAP) policy mandates that we can only count one person, one visit. If a person says they have already visited another distribution in that month we cannot count them again. Their name still appears on the EFA-7 form, but we cannot count them. The previous process included counting every name, every time they visited a site. We have adjusted to this policy and the count will likely reflect a slight change over the next few months and then stabilize.

2. Program Profile Updates

The following programs have adjusted their program profiles to reflect new funding (i.e., American Rescue Plan Act) and/or program information, such as Head Start enrollment figures and client information (i.e., M Street client origin of residence by zip code).

- Head Start
- Weatherization
- Migrant Alternative Program
- M Street Navigation Center



DATE	November 9, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 903 531 630#

Audit & Pension Committee Minutes

Per Governor's Executive Order N-29-20, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

1. Call to Order

Committee Member Craig Henderson called the meeting to order at 12:03 pm at via Tele-Conference and from at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. Roll Call

Roll call was taken with a quorum present.

Present: Craig Henderson, Joe Garcia, and Maritza Jimenez

Absent: Mike Maggard, Yolanda Ochoa

Others present: Jeremy Tobias, Chief Executive Officer; Freddy Hernandez, Director of Youth & Community Services; Traco Matthews, Chief Program Officer; Pritika Ram, Director of Administration; Tracy Webster, Chief Financial Officer; other CAPK staff; Tom Ming from Pensionmark

3. Public Comments

No one addressed the Committee.

4. Regular Business

- a. Q3 2021 Pension Plan Update – Tracy Webster, Chief Financial Officer and Tom Ming from Pensionmark – **Action Item**

Tom Ming provided the above pension plan updates and advised the committee that the market continues to perform well and both the 401(a) plan and the 403(b) plan have realized significant growth over the last three years, partially due to the increase in staff participation in the plans. Tom also reviewed the portfolio asset allocation and investment scorecard and noted that one of the funds will be replaced due to poor performance and staff will be receiving notification of the replacement fund by mail in the coming days.

Motion was made and seconded to receive and file the Pension Plan Updates. Carried by unanimous vote (Jimenez/Garcia)

- b. New SMARTMap Review for CAPK's 403(b) Plan – Tracy Webster, Chief Financial Officer - **Info Item**

Tom Ming presented the above info item and stated the SMARTMap tool is a great benefit, paid by CAPK, for employees to access a personal financial portal, a financial wellness call center, online education center, retirement workshops, and other valued services.

- c. Office of Head Start Focus Area One Monitoring Review Report – Sylvia Ortega, Quality Assurance Administrator – **Info Item**

Sylvia Ortega presented the above info item which contains information about the program performance, compliance with requirements of the Head Start Program, performance standards and other regulatory requirements. The monitoring review report allows the Office of Head Start to understand how programs are progressing and providing services. Throughout the 5-year grant cycle, 5 main areas were reviewed. The results were very favorable and the Office of Head Start thanked the governing board, policy council, parents and staff for their engagement in the review process.

- d. Department of Community Services and Development (CSD) Monitoring Report E-20-003 – Wilfredo Cruz, Energy Program Administrator – **Info Item**

Wilfredo Cruz presented the results from the CSD Monitoring Report, which included a desk review of CAPK's Energy Contracts for LIHEAP 20B-2012, DAP 20D-1012 and DOE 17C-4010 to ensure CAPK, as the contractor, is meeting the administrative, financial, and programmatic requirements. The report concluded that no corrective action plan was required.

- e. First 5 Kern East Kern Family Resource Center (EKFRC) Annual Administrative Review – Freddy Hernandez, Director of Youth & Community Services – **Info Item**

Freddy Hernandez presented the above info item and noted that the annual administrative review was conducted in April 2021, with the objective of determining if the program fulfilled the evaluation, fiscal and program contractual requirements outlined in the agreement. The report concluded that no recommendations for improvement were noted.

- f. First 5 Kern East Kern Family Resource Center (EKFRC) Fall Site Visit Report – Freddy Hernandez, Director of Youth & Community Services – **Info Item**

Freddy Hernandez presented the above info item which indicates if the performance measures meet the needs of the community. The Fall Site Visit Report was very favorable, indicating the performance standards were met, and in some cases, exceeded.

- g. Food Bank Internal Audit Summary – Tracy Webster, Chief Financial Officer – **Info Item**

Tracy Webster presented the above info item and stated that in accordance with standard auditing best practices, the CAPK Finance team conducted an internal audit of the Food Bank in June 2021. Five areas of improvement were noted and recommendations for improvement were offered. A follow-up audit will be conducted in January 2022.

- h. California Department of Public Health Women, Infants and Children (SIC) Biennial Program Monitoring Review – Lorna Speight, WIC Program Administrator – **Info Item**

Tracy Webster presented the above info item and noted that corrective actions from the findings of the December 10, 2020 monitoring review for the Women, Infants and Children (WIC) program were fully implemented and satisfactorily resolved.

5. Committee Member Comments

- Maritza Jimenez expressed her gratitude to staff for keeping the programs moving forward and in compliance.
- Craig Henderson agreed with the comments above and wished all a Happy Thanksgiving.

6. Next Scheduled Meeting

Audit & Pension Committee
12:00 pm
To be determined
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:27 pm.

INVESTMENT REVIEW

Community Action Partnership ERISA 403(b)

For Period Ending 09/30/2021

Presented By: Tom Ming
Managing Director
tom.ming@pensionmark.com
(661) 302-4950

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MARKET & ECONOMIC REVIEW

For Period Ending 9/30/2021

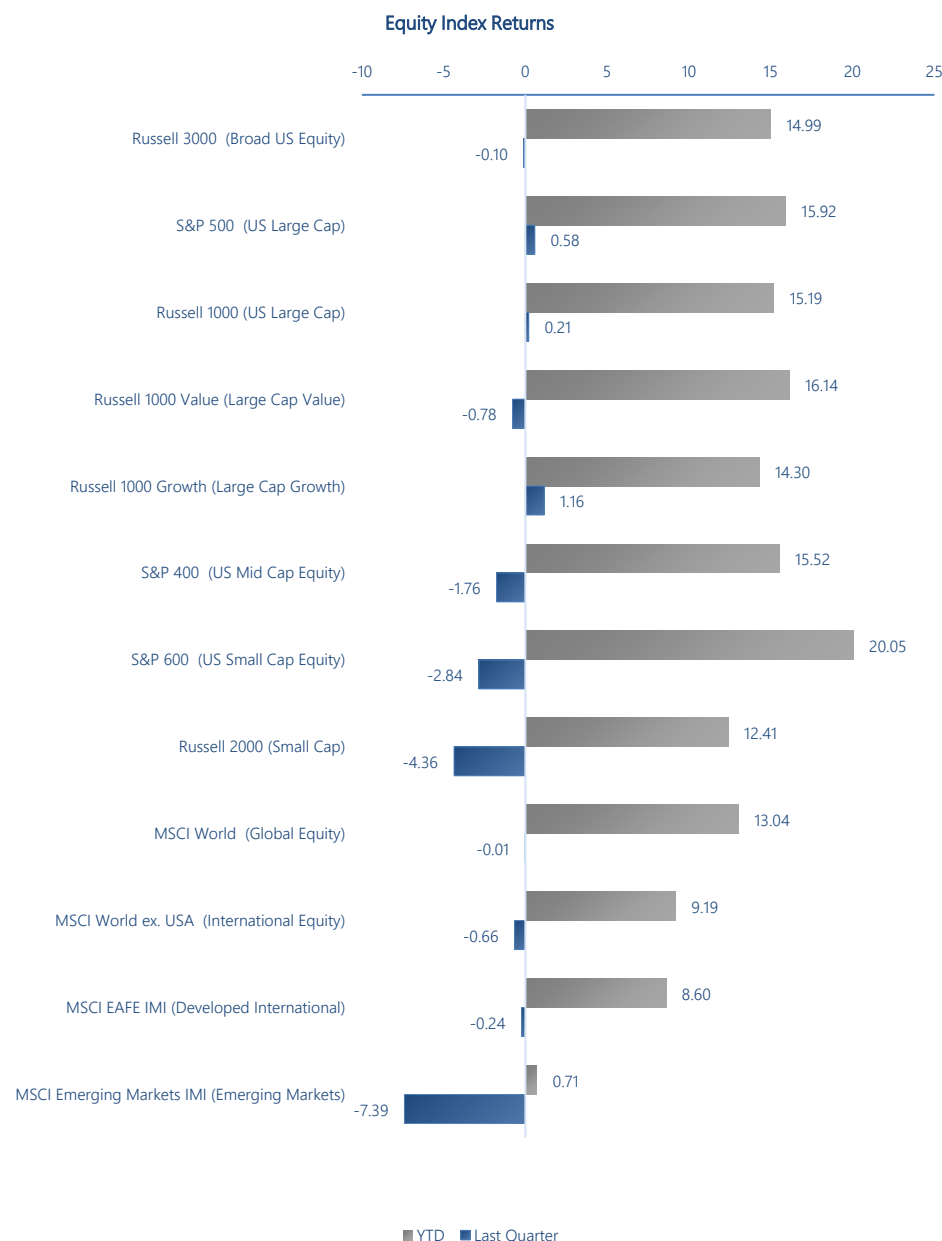
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Domestic Equity

- The S&P 500 was relatively flat during the quarter, gaining only 0.58%.
- Large Cap (Russell 1000) outperformed Small Cap (Russell 2000).
- Growth (Russell 1000 Growth) outperformed Value (Russell 1000 Value).
- Technology, Utilities, and Financial Services were the best performing sectors; while Industrials, Basic Materials, and Communication Services lagged.
- U.S. equity markets experienced another choppy quarter, as investors balanced the prospects of an economic recovery gaining steam with concerns over the delta variant and inflation.
- Equity gains in July and August, driven by strong corporate earnings and a seemingly dovish stance from the Fed, were reversed in September as growth and inflation concerns became more salient.

International Equity

- MSCI World ex. US was relatively flat during the quarter; ending down 0.66%.
- Domestic equities outperformed international equities.
- Developed market equities outperformed emerging market equities.
- Advances in markets made earlier in the quarter were generally erased in September.
- Japanese equities rose over 5% during the quarter driven by strong corporate earnings, as well as improved vaccination rates and control over coronavirus outbreaks in the country.
- Emerging Markets underperformed due to a sell-off in China, primarily driven by concerns over their real estate and financial sectors.

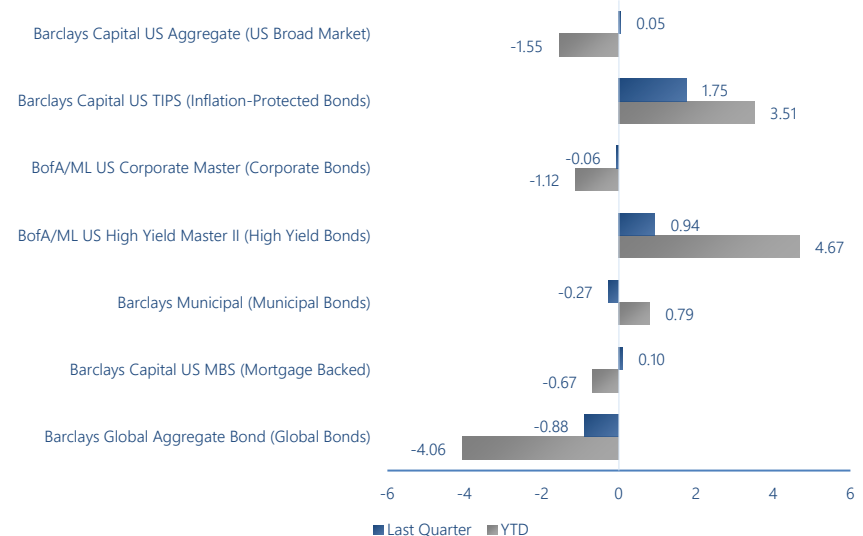


Source: Index Factsheets as of 9/30/2021 from the following index providers: MSCI Indices (www.msci.com), S&P Dow Jones Indices (www.us.spindices.com), FTSE Russell Indices (www.ftse.com).

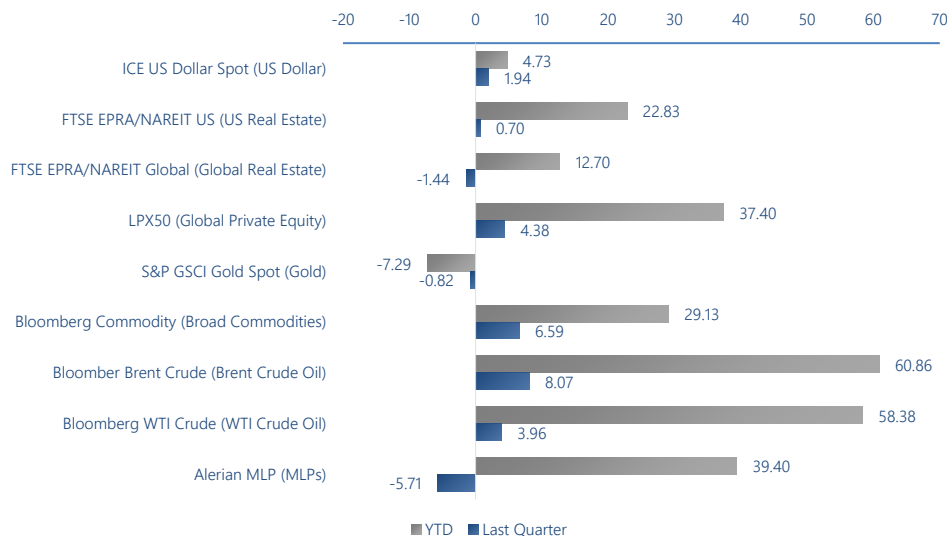
Fixed Income

- Treasury yields generally rose across the curve during the quarter, however slightly.
- The yield on the 10-year Treasury note rose by 7 bps to 1.52%.
- US Bond yields generally declined in July and August, but reversed in September, as the Federal Reserve struck a more hawkish tone; signaling it would begin easing bond purchases in November and wind up the program sooner than anticipated.
- TIPS were a top performing sector as inflation concerns drove inflation-adjusted bond prices higher.
- Global bonds generally fell during the quarter. UK government bonds underperformed as the Bank of England marked a more hawkish stance, suggesting they may raise rates before the end of the year.

Fixed Income Index Returns



Alternative Investment Index Returns



Alternative Investments

- Commodities posted a 6.6% gain during the quarter. The top performers were natural gas (58.6%), cotton (24.6%), and coffee (19.4%). The worst performing commodities were corn (-11%), soybean meal (-13.9%), and silver (-16%).
- Brent Crude and West Texas Intermediate Crude oil had a strong quarter due to supply concerns and increased demand, as economies returning to normal drove prices higher.
- The US dollar appreciated against most developed and emerging market currencies during the quarter.
- Gold fell slightly during the quarter and is down 7.3% on the year.
- Real Estate was mixed during the quarter with US Real Estate slightly advancing and Global Real Estate falling by 1.44%.

Source: Index Factsheets as of 9/30/2021 from the following index providers: Bloomberg Barclays Indices (www.bloomberg.com), BofA Merrill Lynch (www.bofam.com), Intercontinental Exchange (www.theice.com), LPX Group (www.lpx-group.com), Credit Suisse (lab.credit-suisse.com), FTSE Russell Indices (www.ftse.com). All other data was sourced from Morningstar.

Macroeconomic Variable	Latest Data	Previous Quarter	Change
Real U.S. GDP ¹ (% Q/Q Annualized)	6.7% (Q2 2021)	6.3% (Q1 2021)	 0.4%
Headline Inflation ² (% Y/Y)	5.4% (September 2021)	5.4% (June 2021)	 0.0%
Core Inflation ² (% Y/Y)	4.0% (September 2021)	4.5% (June 2021)	 0.5%
Unemployment ³ (%)	4.8% (September 2021)	5.9% (June 2021)	 1.1%
Hours Worked ⁴ (Average/Week)	34.8 (September 2021)	34.7 (June 2021)	 00.1
Average Hourly Wages ⁵ (\$)	\$30.85 (September 2021)	\$30.40 (June 2021)	 \$0.45
Average Price of Gas ⁶ (\$/Gallon - Regular)	\$3.175 (September 2021)	\$3.064 (June 2021)	 \$0.111
Dollar/Euro ⁷ (\$/€)	1.1577 (September 2021)	1.1848 (June 2021)	 0.0271
Yen/Dollar ⁸ (¥/\$)	111.50 (September 2021)	111.05 (June 2021)	 0.45
Yuan/Dollar ⁹ (¥/\$)	6.4434 (September 2021)	6.4566 (June 2021)	 0.0132
Fed Funds Rate ¹⁰ (% Range)	0.00 – 0.25% (September 2021)	0.00 – 0.25% (June 2021)	 0.00%
S&P 500 ¹¹ (Price Level)	4,307.54 (September 2021)	4,297.50 (June 2021)	 10.04
10-Year Treasury Yield ¹² (%)	1.52 (September 2021)	1.45 (June 2021)	 0.07%

Macroeconomic Review

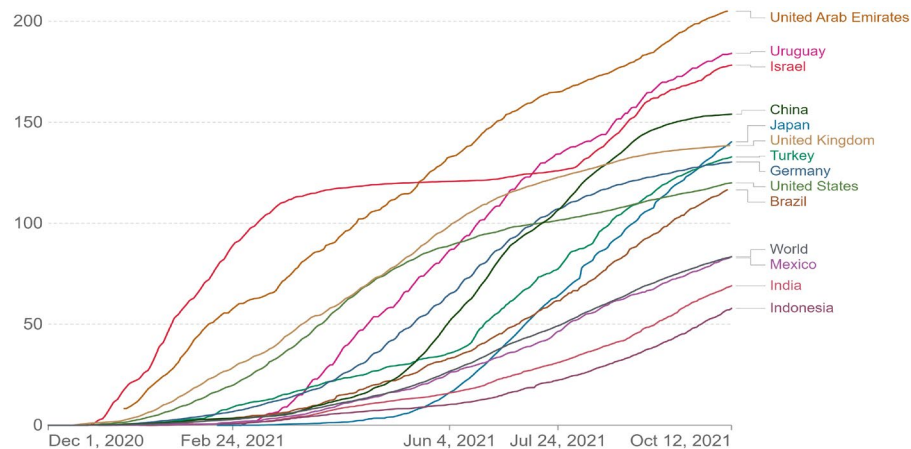
- Real GDP grew by 6.7% in the second quarter of 2021, missing expectations by around 2%. GDP growth reflects increases in personal consumption, nonresidential fixed investment, exports, and state and local government spending.
- Headline inflation ended the quarter at 5.4%, while core inflation ended the quarter at 4.0%. Elevated inflation data suggests price increases may be less transitory than originally believe.
- The jobs data continued to show mixed results during the quarter. The unemployment rate ended September at 4.8%, while weekly initial jobless claims spiked unexpectedly during the last week of the quarter.
- Average hourly wages had another strong increase this quarter, due to businesses continued struggle to fill open positions, as the number of job openings remains above the number of unemployed.

Geopolitical Review

- After just a year in office, Japanese Prime Minister Yoshihide Suga announced he was stepping down; Fumio Kishida was subsequently elected as the new Prime Minister.
- Ebrahim Raisi assumed the presidency of Iran, challenging U.S. nuclear negotiations with the country.
- In Russia's legislative elections, Vladimir Putin's United Russia party retained a supermajority in the State Duma. Many independent and international elections monitors have stated the elections to be rigged.
- In German federal elections, the Social Democratic Party (SPD) won the most seats in the Bundestag, though a coalition government must still be formed.
- The United States, the United Kingdom, and Australia announced a new security alliance aimed at confronting China.

Sources: Please see "Sources" section for source information. Arrows depict the upwards, lateral, or downward change in direction for a given macroeconomic variable. The color of the arrow denotes the positive, neutral, or negative signal Pensionmark perceives for the change in macroeconomic variable. It is educational in nature and not designed to be taken as advice or a recommendation for any specific investment product, strategy, plan feature or other purpose in any jurisdiction. This data does not contain sufficient information for any investment decision and should not be relied upon when considering an investment strategy.

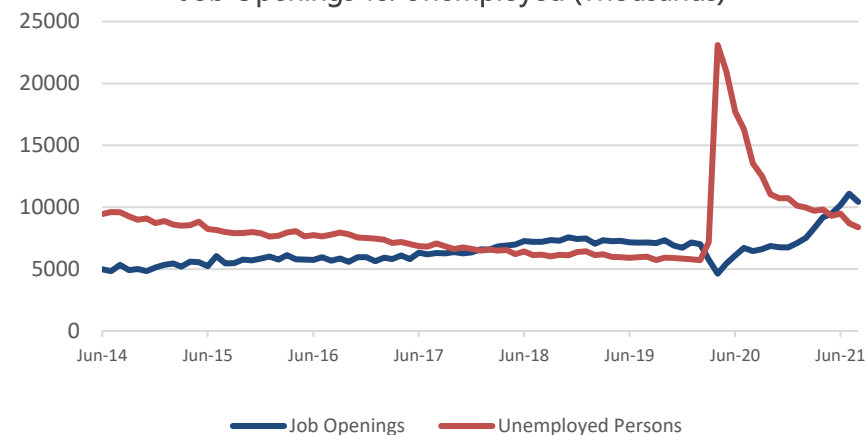
Vaccine doses administered (per 100 people)¹



Vaccine Distribution

While the world continues to improve its vaccine distribution, less than 50% of the global population has received at least one dose and only 2.5% of people in low-income countries have received at least one dose – leaving opportunity for a new, deadlier or more vaccine-resistant variant to evolve.

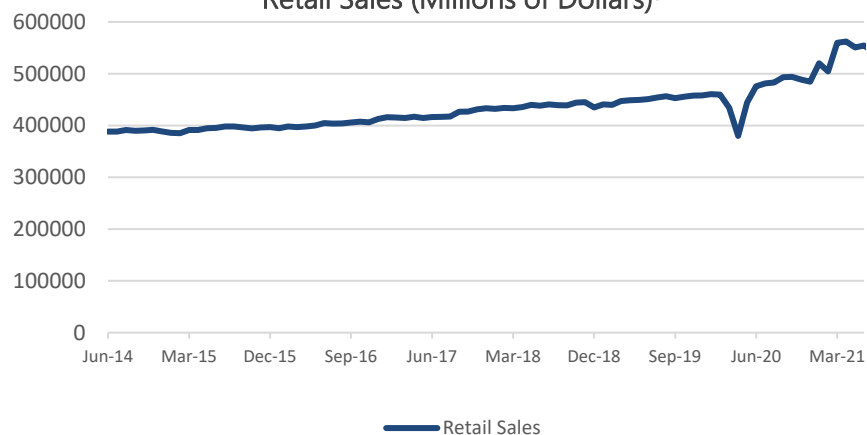
Job Openings vs. Unemployed (Thousands)²



Job Openings/Unemployment

Given the structural issues in the labor market, there are now more job openings available than unemployed workers available to fill them. This will lead to upward wage pressure as businesses need to pay more to attract talent, which may have a prolonged impact on inflation.

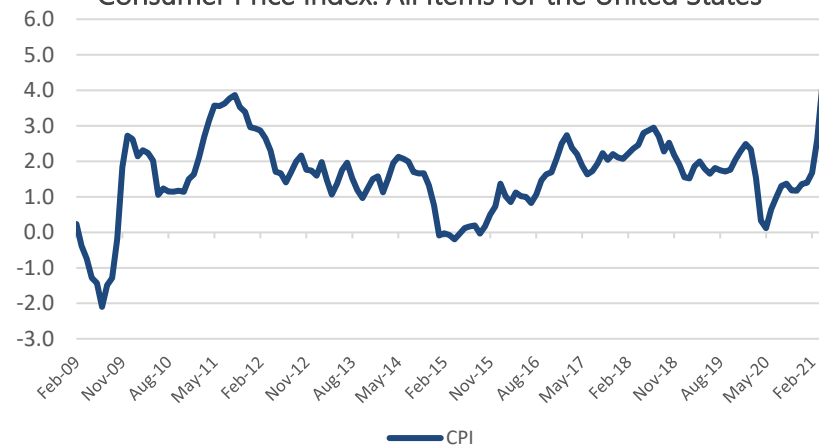
Retail Sales (Millions of Dollars)³



Consumer Spending

The resurgence of consumer spending, as shown by the strong rebound in retail sales, has put upward pressure on prices. While some of the increase can be explained by a buildup of demand during the pandemic, if consumer spending remains elevated, it could have longer-term consequences for inflation.

Consumer Price Index: All Items for the United States⁴



Inflation

Increased consumer demand as economies return to normal post-COVID, combined with supply chain bottlenecks and constraints, has led to a sharp increase in consumer prices. While originally believed to be primarily transitory, the latest inflation data suggest it may be stickier than originally forecasted.

Sources: Please see "Sources" section for source information.

THE IMPORTANCE OF DIVERSIFICATION

Best	Fixed Income 5.2	EM Equity 79.0	REIT 27.6	Fixed Income 7.8	REIT 19.7	Small Cap 38.8	REIT 27.2	REIT 2.1	Small Cap 21.3	EM Equity 37.8	Cash 1.8	Large Cap 31.5	Small Cap 20.0	Commodities 29.1
	Cash 1.8	High Yield 59.4	Small Cap 26.9	REIT 7.3	High Yield 19.6	Large Cap 32.4	Large Cap 13.7	Large Cap 1.4	High Yield 14.3	DM Equity 25.6	Fixed Income 0.0	REIT 28.2	EM Equity 18.7	REIT 21.4
	Asset Allocation -26.8 ★	DM Equity 32.5	EM Equity 19.2	High Yield 3.1	EM Equity 18.6	DM Equity 23.3	Fixed Income 6.0	Fixed Income 0.5	Large Cap 12.0	Large Cap 21.8	REIT -3.9	Small Cap 25.5	Large Cap 18.4	Large Cap 15.9
	High Yield -26.9	REIT 27.8	Commodities 16.8	Large Cap 2.1	DM Equity 17.9	Asset Allocation 13.9 ★	Asset Allocation 5.0 ★	Cash 0.0	Commodities 11.8	Small Cap 14.6	High Yield -4.1	DM Equity 22.7	Asset Allocation 11.3 ★	Small Cap 12.4
	Small Cap -33.8	Small Cap 27.2	Large Cap 15.1	Cash 0.1	Small Cap 16.3	High Yield 7.3	Small Cap 4.9	DM Equity -0.4	EM Equity 11.6	Asset Allocation 14.3 ★	Large Cap -4.4	Asset Allocation 19.4 ★	DM Equity 8.3	DM Equity 8.8
	Commodities -35.6	Large Cap 26.5	High Yield 14.8	Asset Allocation -0.6 ★	Large Cap 16.0	REIT 2.3	Cash 0.0	Asset Allocation -1.9 ★	REIT 9.4	High Yield 10.4	Asset Allocation -5.6 ★	EM Equity 18.9	Fixed Income 7.5	Asset Allocation 8.6 ★
	Large Cap -37.0	Asset Allocation 24.9 ★	Asset Allocation 13.7 ★	Small Cap -4.2	Asset Allocation 12.3 ★	Cash 0.0	High Yield 0.0	High Yield -2.7	Asset Allocation 8.6 ★	REIT 9.3	Small Cap -11.0	High Yield 12.6	High Yield 7.0	High Yield 1.7
	REIT -37.8	Commodities 18.9	DM Equity 8.2	DM Equity -11.7	Fixed Income 4.2	Fixed Income -2.0	EM Equity -1.8	Small Cap -4.4	Fixed Income 2.6	Fixed Income 3.5	Commodities -11.2	Fixed Income 8.7	Cash 0.5	Cash 0.0
	DM Equity -43.1	Fixed Income 5.9	Fixed Income 6.5	Commodities -13.3	Cash 0.1	EM Equity -2.3	DM Equity -4.5	EM Equity -14.6	DM Equity 1.5	Commodities 1.7	DM Equity -13.4	Commodities 7.7	Commodities -3.1	EM Equity -1.0
Worst	EM Equity -53.2	Cash 0.1	Cash 0.1	EM Equity -18.2	Commodities -1.1	Commodities -9.5	Commodities -17.0	Commodities -24.7	Cash 0.3	Cash 0.8	EM Equity -14.2	Cash 2.2	REIT -6.0	Fixed Income -1.6
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	YTD

- Large Cap
- Commodities
- DM Equity
- Asset Allocation
- Small Cap
- High Yield
- Cash
- EM Equity
- Fixed Income
- REIT

Large Cap: S&P 500; Small Cap: Russell 2000; EM: MSCI EM; Commodities: Bloomberg Commodity; High Yield: Barclays Global High Yield; Fixed Income: Barclays US Agg Bond; DM: MSCI EAFE; Cash: Barclays US Treasury Bill 1-3 Month; REIT: FTSE NAREIT; "Asset Allocation" portfolio assumes 25% S&P 500, 10% Russell 2000, 15% MSCI EAFE, 5% MSCI EM, 25% Barclays US Agg Bond, 5% Barclays Global High Yield, 5% US Treasury Bill 1-3 Month, 5% Bloomberg Commodity, and 5% FTSE NAREIT.

Source: Morningstar Direct. Please see the Important Disclosures section of this report for Index Definitions. This information is not intended as a solicitation or an offer to buy or sell any security or investment product. Past performance is not indicative of future returns. Information is solely intended for recipients in jurisdictions where the named advisor(s) are licensed to engage the investing public. Investments and strategies mentioned may not be suitable for all investors. The S&P 500 and other such indices are unmanaged, do not incur fees or expense, cannot be invested into directly and individual investor's results will vary. As with all investments, various risks may exist and Pensionmark Financial Group, LLC recommends you consult with your financial advisor prior to making any investment decisions.

MACROECONOMIC & GEOPOLITICAL REVIEW

1. Real US GDP

U.S. Bureau of Economic Analysis, Gross Domestic Product, (Third Estimate), GDP by Industry, and Corporate Profits (Revised), 2nd Quarter 2021, retrieved U.S. Bureau of Economic Analysis; <https://www.bea.gov/data/gdp/gross-domestic-product>, October 13, 2021.

2. Headline Inflation & Core Inflation

U.S. Bureau of Labor Statistics, Consumer Price Index Summary, retrieved from U.S. Bureau of Labor Statistics; <https://www.bls.gov/news.release/cpi.nr0.htm>, October 13, 2021.

3. Unemployment

U.S. Bureau of Labor Statistics, THE EMPLOYMENT SITUATION — SEPTEMBER 2021, retrieved from U.S. Bureau of Labor Statistics; <https://www.bls.gov/news.release/pdf/empstat.pdf>, October 13, 2021.

4. Average Hours Worked

U.S. Bureau of Labor Statistics, Table B-2. Average weekly hours and overtime of all employees on private nonfarm payrolls by industry sector, seasonally adjusted, retrieved from U.S. Bureau of Labor Statistics; <https://www.bls.gov/news.release/empstat.t18.htm>, October 13, 2021.

5. Average Hourly Wages

U.S. Bureau of Labor Statistics, Table B-3. Average hourly and weekly earnings of all employees on private nonfarm payrolls by industry sector, seasonally adjusted, retrieved from U.S. Bureau of Labor Statistics; <https://www.bls.gov/news.release/empstat.t19.htm>, October 13, 2021.

6. Average Price of Gas

U.S. Energy Information Administration, Weekly Retail Gasoline and Diesel Prices, retrieved from U.S. Energy Information Administration; Regular Grade Gasoline https://www.eia.gov/dnav/pet/PET_PRI_GND_DCUS_NUS_M.htm, October 13, 2021.

7. Dollar/Euro

Board of Governors of the Federal Reserve System (US), U.S. / Euro Foreign Exchange Rate [DEXUSEU], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/DEXUSEU>, October 12, 2021.

8. Yen/Dollar

Board of Governors of the Federal Reserve System (US), Japan / U.S. Foreign Exchange Rate [DEXJPUS], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/DEXJPUS>, October 12, 2021.

9. Yuan/Dollar

Board of Governors of the Federal Reserve System (US), China / U.S. Foreign Exchange Rate [DEXCHUS], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/DEXCHUS>, October 12, 2021.

10. Fed Funds Rate

Federal Reserve Bank of New York, Effective Federal Funds Rate, retrieved from Federal Reserve Bank of New York; <https://www.newyorkfed.org/markets/reference-rates/effr>, October 12, 2021.

11. S&P 500

S&P Dow Jones Indices LLC, S&P 500 [SP500], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/SP500>, October 12, 2021.

12. Ten Year Treasury Yield

Board of Governors of the Federal Reserve System (US), Market Yield on U.S. Treasury Securities at 10-Year Constant Maturity [DGS10], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/DGS10>, October 12, 2021.

LOOKING AHEAD

1. Vaccine Distribution

Our World In Data, COVID-19 Vaccine Doses Administered per 100 People, retrieved from Our World In Data; <https://ourworldindata.org/grapher/covid-vaccination-doses-per-capita>, October 13, 2021.

2. Job Openings/Unemployment

U.S. Bureau of Labor Statistics, Job Openings: Total Nonfarm [JTSJOL], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/JTSJOL>, October 13, 2021.

U.S. Bureau of Labor Statistics, Unemployment Level [UNEMPLOY], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/UNEMPLOY>, October 13, 2021.

3. Consumer Spending

U.S. Census Bureau, Advance Retail Sales: Retail Trade [RSXFS], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/RSXFS>, October 13, 2021.

4. Inflation

Organization for Economic Co-operation and Development, Consumer Price Index: All Items for the United States [USACPIALLMINMEI], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/USACPIALLMINMEI>, October 13, 2021.

EXECUTIVE SUMMARY

Community Action Partnership ERISA 403(b)

For Period Ending 09/30/2021

Investment Scoring Summary

Passing	Watch	Review	Not Scored	Total
22	1	1	1	25

Investment Additions

Investment Name	Status	Morningstar Rating
Small Value		
+ DFA US Targeted Value I	Passing	****

Investments on Watch

Investment Name	# of Participants	Plan Assets	% of total plan	Status	Quarters Failing Criteria	Morningstar Rating
Small Growth						
▲ Janus Henderson Triton T	27	\$68,645.13	0.93%	Watch	3	***

Investments Targeted for Review

Investment Name	# of Participants	Plan Assets	% of total plan	Status	Morningstar Rating
Small Value					
✖ Northern Small Cap Value	35	\$27,982.78	0.38%	Review	***
+ DFA US Targeted Value I	0			Passing	****

Review : ✖ Watch : ▲ Addition : +

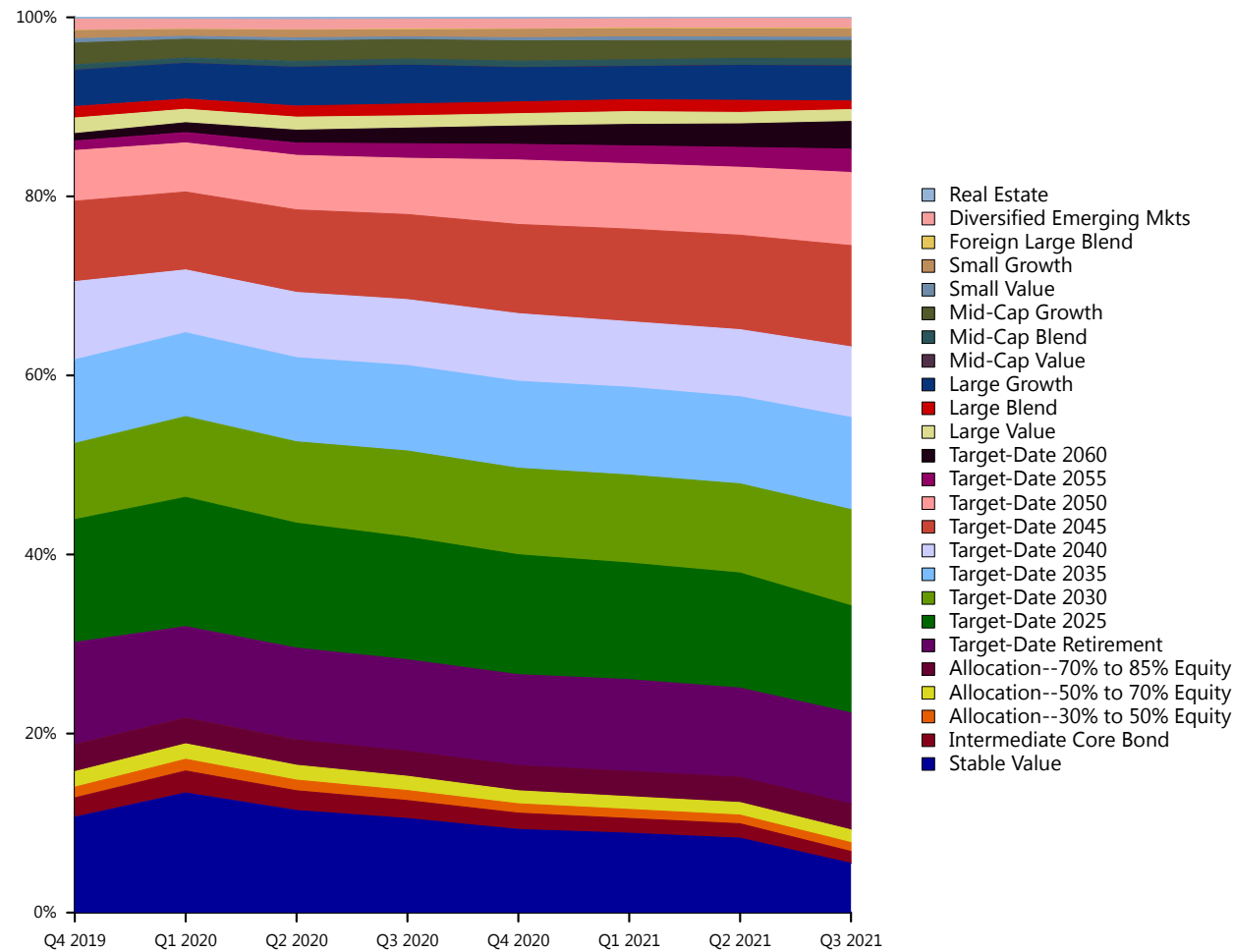
For source information, please see the "Important Disclosures" section of this report.

PORTFOLIO REVIEW

Community Action Partnership ERISA 403(b)

For Period Ending 09/30/2021

Historical Allocation



Investment Name	# of Participants	09/30/2021 Balance	% of Plan	06/30/2021 Balance	% Change
Stable Value					
Standard Stable Asset Fund A	55	\$406,966.49	5.50%	\$634,133.22	(35.82%)
Intermediate Core Bond					
Vanguard Total Bond Market Index Adm	39	\$98,156.47	1.33%	\$122,639.87	(19.96%)
Allocation--30% to 50% Equity					
Putnam Dynamic Asset Allocation Cnsrv Y	12	\$73,572.10	0.99%	\$73,844.34	(0.37%)
Allocation--50% to 70% Equity					
Putnam Dynamic Asset Allocation Bal Y	31	\$105,346.88	1.42%	\$106,853.49	(1.41%)
Allocation--70% to 85% Equity					
Putnam Dynamic Asset Allocation Gr Y	9	\$214,149.97	2.89%	\$215,571.59	(0.66%)
Target-Date Retirement					
BlackRock LifePath® Index Retire K	45	\$752,777.36	10.17%	\$759,048.79	(0.83%)
Target-Date 2025					
BlackRock LifePath® Index 2025 K	77	\$885,117.05	11.96%	\$980,158.22	(9.70%)
Target-Date 2030					
BlackRock LifePath® Index 2030 K	99	\$794,898.22	10.74%	\$759,225.91	4.70%
Target-Date 2035					
BlackRock LifePath® Index 2035 K	86	\$761,317.70	10.29%	\$741,529.89	2.67%
Target-Date 2040					
BlackRock LifePath® Index 2040 K	79	\$583,881.57	7.89%	\$571,790.07	2.11%
Target-Date 2045					
BlackRock LifePath® Index 2045 K	110	\$836,775.18	11.31%	\$804,250.87	4.04%

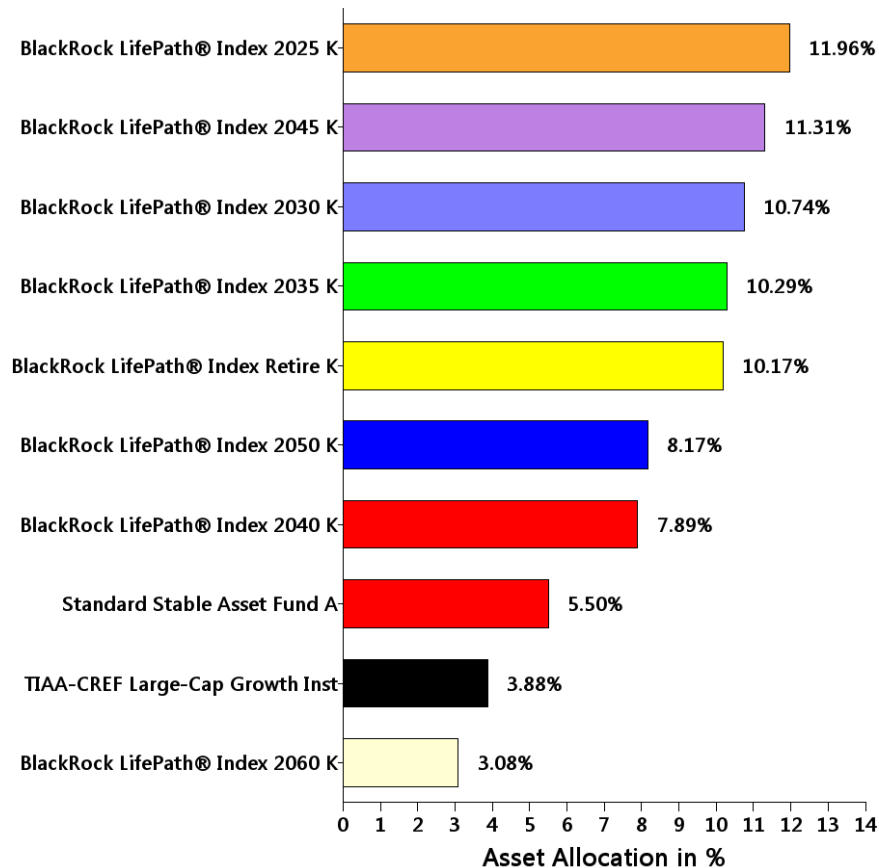
Investment Name	# of Participants	09/30/2021 Balance	% of Plan	06/30/2021 Balance	% Change
Target-Date 2050					
BlackRock LifePath® Index 2050 K	110	\$604,499.78	8.17%	\$578,876.33	4.43%
Target-Date 2055					
BlackRock LifePath® Index 2055 K	91	\$193,235.90	2.61%	\$169,398.29	14.07%
Target-Date 2060					
BlackRock LifePath® Index 2060 K	113	\$228,083.04	3.08%	\$199,947.69	14.07%
Large Value					
MFS Value R6	20	\$98,561.90	1.33%	\$97,623.57	0.96%
Large Blend					
iShares S&P 500 Index K	25	\$71,325.57	0.96%	\$105,950.51	(32.68%)
Large Growth					
TIAA-CREF Large-Cap Growth Inst	45	\$286,935.95	3.88%	\$293,350.50	(2.19%)
Mid-Cap Value					
Wells Fargo Special Mid Cap Value Inst	6	\$2,571.64	0.03%	\$2,440.23	5.39%
Mid-Cap Blend					
Vanguard Mid Cap Index Admiral	8	\$57,961.63	0.78%	\$58,172.97	(0.36%)
Mid-Cap Growth					
MassMutual Mid Cap Growth I	41	\$151,735.08	2.05%	\$152,260.22	(0.34%)
Small Value					
✖ Northern Small Cap Value	35	\$27,982.78	0.38%	\$28,652.75	(2.34%)
⊕ DFA US Targeted Value I					

Investment Name	# of Participants	09/30/2021 Balance	% of Plan	06/30/2021 Balance	% Change
Small Growth					
▲ Janus Henderson Triton T	27	\$68,645.13	0.93%	\$68,912.90	(0.39%)
Foreign Large Blend					
Hartford International Opportunities R6	4	\$5,126.95	0.07%	\$4,440.85	15.45%
Diversified Emerging Mkts					
American Funds New World R6	35	\$79,462.73	1.07%	\$85,445.83	(7.00%)
Real Estate					
Principal Real Estate Securities Inst	4	\$10,371.97	0.14%	\$10,233.57	1.35%
Total:					
		\$7,399,459.04		\$7,624,752.47	(2.95%)

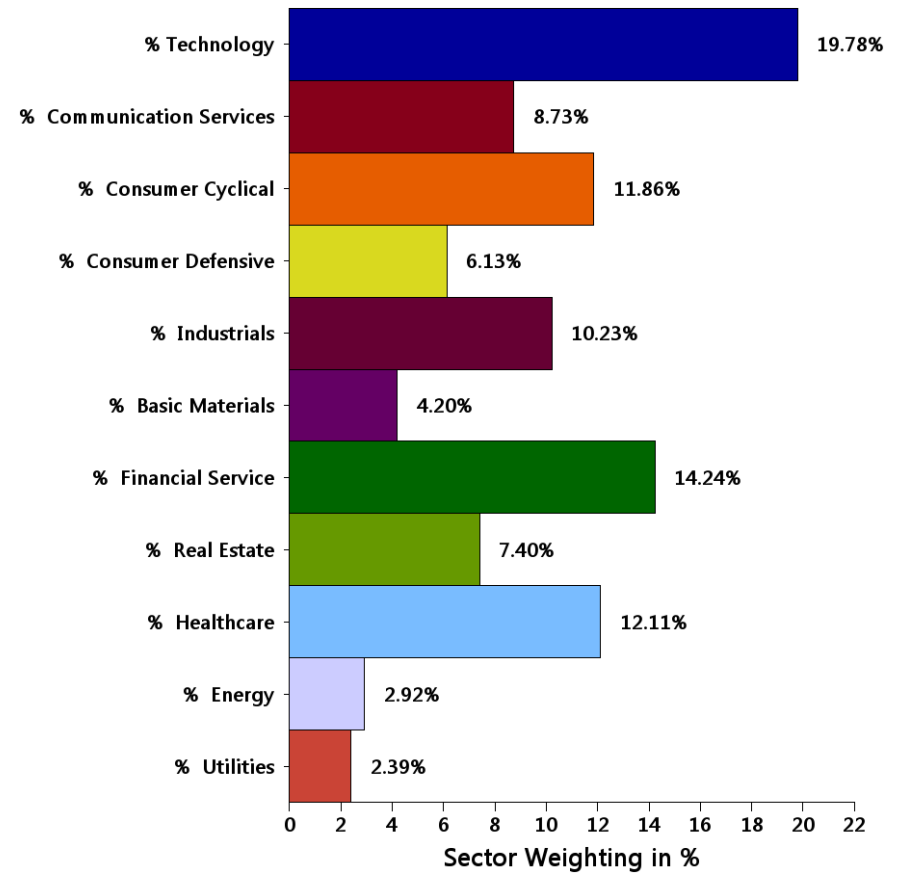
Review : ❌ Watch : ▲ Addition : ➕

Denotes potential addition or replacement option(s). Option(s) are subject to final approval as platforms may discontinue option availability.
For source information, please see the "Important Disclosures" section of this report.

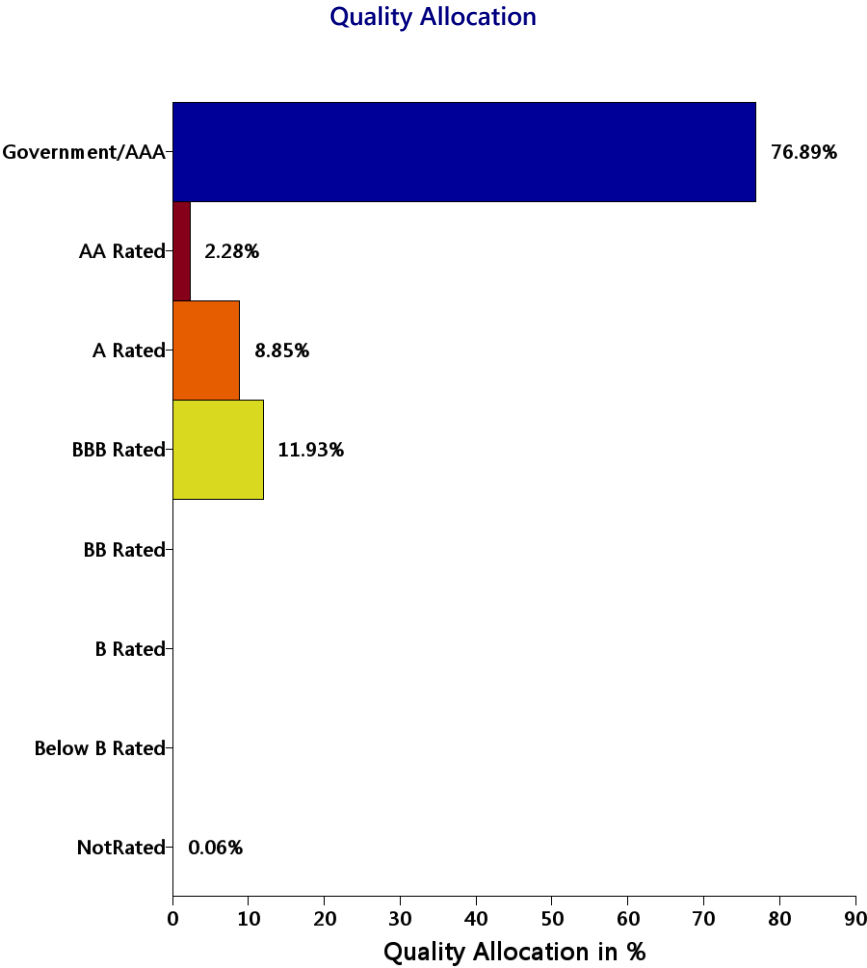
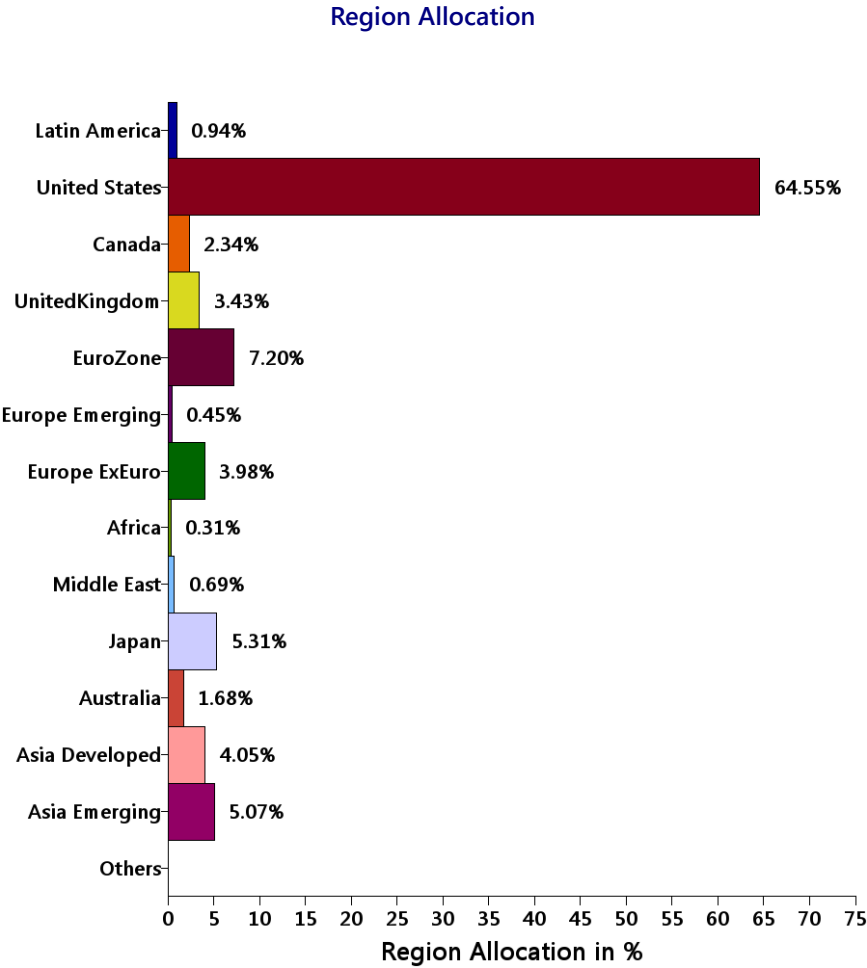
Top 10 Holdings



Sector Allocation

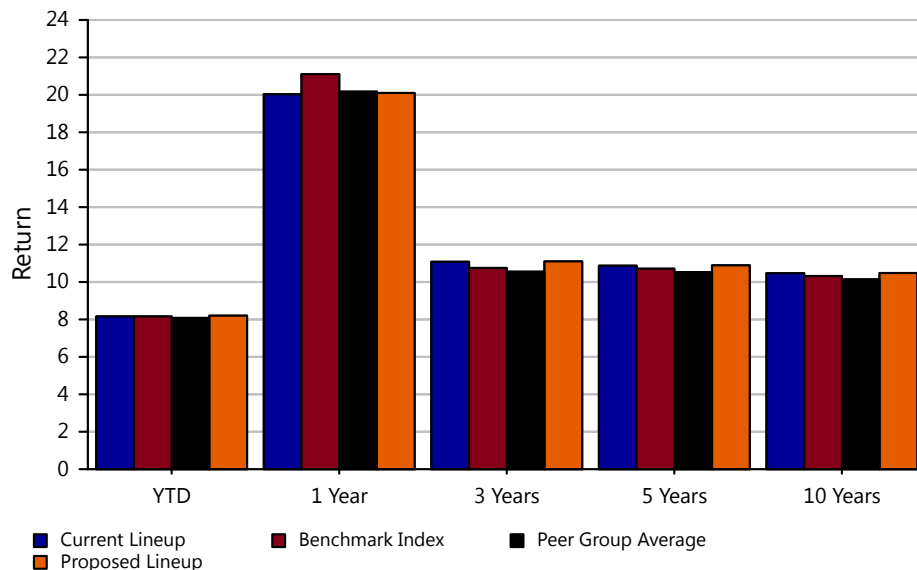


For source information, please see the "Important Disclosures" section of this report.

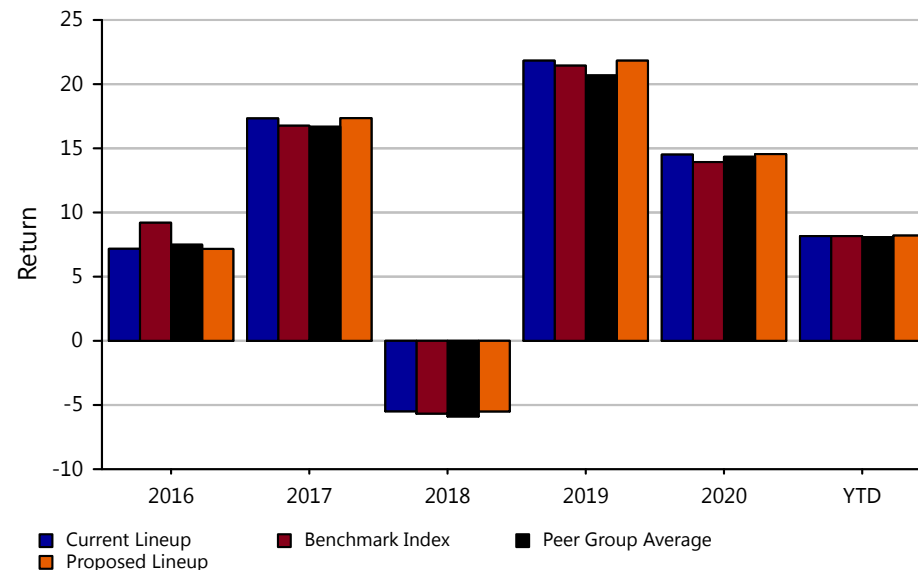


For source information, please see the "Important Disclosures" section of this report.

Annualized Returns



Calendar Year Returns



Trailing Returns

	YTD	1 Year	3 Years	5 Years	10 Years	Net Exp.Ratio
Current Lineup	8.16	20.03	11.08	10.87	10.47	0.17
Benchmark Index	8.16	21.11	10.75	10.71	10.32	NA
Peer Group Average	8.08	20.17	10.55	10.53	10.14	0.75
Proposed Lineup	8.20	20.10	11.10	10.89	10.48	0.17

Calendar Year Returns

	2016	2017	2018	2019	2020	YTD	Net Exp.Ratio
Current Lineup	7.17	17.33	-5.49	21.83	14.51	8.16	0.17
Benchmark Index	9.20	16.76	-5.67	21.44	13.93	8.16	NA
Peer Group Average	7.49	16.68	-5.89	20.68	14.34	8.08	0.75
Proposed Lineup	7.16	17.35	-5.50	21.83	14.55	8.20	0.17

The Benchmark Index is constructed utilizing the underlying indexes of the Plan's investment options weighted in proportion to the asset allocation of the Plan. The underlying indexes are illustrated on the standardized performance pages of the report. For source information, please see the "Important Disclosures" section of this report.

The performance data quoted represents past performance. Past performance does not guarantee future results. Investment return and principal value will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information quoted. The performance quoted reflects the reinvestment of dividends and capital gains and is net of all expenses. To obtain current month-end performance information, please contact the phone number located in the "Important Disclosures" section of this report.

INVESTMENT REVIEW - 100 POINT

Community Action Partnership ERISA 403(b)

For Period Ending 09/30/2021

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING

Investment Name	Current Status	# of Participants	Assets	% of Plan	Q2/21	Q1/21	Q4/20	Q3/20	Q2/20	Q1/20	Q4/19
Intermediate Core Bond											
Vanguard Total Bond Market Index Adm - VBTIX	92	39	\$98,156.47	1.33%	92	92	100	100	100	100	88
Allocation--30% to 50% Equity											
Putnam Dynamic Asset Allocation Cnsrv Y - PACYX	74	12	\$73,572.10	0.99%	78	70	77	84	87	96	64
Allocation--50% to 70% Equity											
Putnam Dynamic Asset Allocation Bal Y - PABYX	74	31	\$105,346.88	1.42%	72	68	69	71	76	77	69
Allocation--70% to 85% Equity											
Putnam Dynamic Asset Allocation Gr Y - PAGYX	77	9	\$214,149.97	2.89%	79	75	77	82	82	82	72
Target-Date Retirement											
BlackRock LifePath® Index Retire K - LIRKX	90	45	\$752,777.36	10.17%	90	90	90	92	92	93	92
Target-Date 2025											
BlackRock LifePath® Index 2025 K - LIBKX	79	77	\$885,117.05	11.96%	81	82	84	91	96	98	94
Target-Date 2030											
BlackRock LifePath® Index 2030 K - LINKX	77	99	\$794,898.22	10.74%	77	78	79	88	90	95	90
Target-Date 2035											
BlackRock LifePath® Index 2035 K - LIJXX	79	86	\$761,317.70	10.29%	79	79	81	88	88	95	95
Target-Date 2040											
BlackRock LifePath® Index 2040 K - LIKXX	82	79	\$583,881.57	7.89%	82	82	80	84	86	88	98
Target-Date 2045											
BlackRock LifePath® Index 2045 K - LIHXX	80	110	\$836,775.18	11.31%	81	81	78	82	84	84	98
Target-Date 2050											
BlackRock LifePath® Index 2050 K - LIPXX	86	110	\$604,499.78	8.17%	86	81	80	82	84	81	98

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING

Investment Name	Current Status	# of Participants	Assets	% of Plan	Q2/21	Q1/21	Q4/20	Q3/20	Q2/20	Q1/20	Q4/19
Target-Date 2055											
BlackRock LifePath® Index 2055 K - LIVKX	85	91	\$193,235.90	2.61%	84	81	80	82	84	81	98
Target-Date 2060											
BlackRock LifePath® Index 2060 K - LIZKX	80	113	\$228,083.04	3.08%	82	79	81	81	81	81	92
Large Value											
MFS Value R6 - MEIKX	90	20	\$98,561.90	1.33%	82	85	90	96	93	100	94
Large Blend											
iShares S&P 500 Index K - WFSPX	100	25	\$71,325.57	0.96%	100	100	100	100	100	100	100
Large Growth											
TIAA-CREF Large-Cap Growth Inst - TILGX	87	45	\$286,935.95	3.88%	93	98	88	86	87	93	84
Mid-Cap Value											
Wells Fargo Special Mid Cap Value Inst - WFMIX	82	6	\$2,571.64	0.03%	82	81	89	89	90	94	96
Mid-Cap Blend											
Vanguard Mid Cap Index Admiral - VIMAX	100	8	\$57,961.63	0.78%	100	100	100	100	100	100	100
Mid-Cap Growth											
MassMutual Mid Cap Growth I - MEFZX	70	41	\$151,735.08	2.05%	67	68	68	70	74	76	90
Small Value											
✖ Northern Small Cap Value - NOSGX	54	35	\$27,982.78	0.38%	52	63	63	65	72	85	78
⊕ DFA US Targeted Value I - DFFVX	87	0			85	85	80	80	72	66	79
Small Growth											
⚠ Janus Henderson Triton T - JATTX	69	27	\$68,645.13	0.93%	66	66	72	75	75	78	94

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING



Investment Name	Current Status	# of Participants	Assets	% of Plan	Q2/21	Q1/21	Q4/20	Q3/20	Q2/20	Q1/20	Q4/19
Foreign Large Blend											
Hartford International Opportunities R6 - IHOVX	88	4	\$5,126.95	0.07%	87	88	96	96	96	80	77
Diversified Emerging Mkts											
American Funds New World R6 - RNWGX	95	35	\$79,462.73	1.07%	95	95	96	95	96	98	96
Real Estate											
Principal Real Estate Securities Inst - PIREX	90	4	\$10,371.97	0.14%	90	86	93	94	92	92	92

Review : Watch : Addition :

Denotes potential addition or replacement option(s). Option(s) are subject to final approval as platforms may discontinue option availability.

For source information, please see the "Important Disclosures" section of this report. Please see further details on the scoring methodology in the "Investment Scoring Methodology" section of this report.

IMPORTANT DISCLOSURES

Community Action Partnership ERISA 403(b)

For Period Ending 09/30/2021

IMPORTANT DISCLOSURES, SOURCE INFORMATION, & INDEX DEFINITIONS

FOR PLAN SPONSOR USE ONLY - Not for Use with Participants or the General Public.
Pensionmark Financial Group, LLC ("Pensionmark") is an investment adviser registered under the Investment Advisers Act of 1940. Pensionmark is affiliated through common ownership with Pensionmark Securities, LLC (member SIPC).

The performance data quoted represents past performance. Past performance does not guarantee future results. Investment return and principal value will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information quoted. To obtain current month-end performance information, please call 888-201-5488.

The performance quoted reflects the reinvestment of dividends and capital gains and is net of all expenses. Investing in mutual funds involves risk, including possible loss of principal. All indices are unmanaged and cannot be invested into directly. Unmanaged index returns do not reflect fees, expenses, or sales charges. Index performance is not indicative of the performance of any investment.

Investors should consider the investment objectives, risks, charges and expenses of the investment company carefully before investing. The prospectus and, if available, the summary prospectus contain this and other important information about the investment company. You can obtain a prospectus and summary prospectus from your financial representative. Read carefully before investing.

Risk Disclosures:

Bond Funds- An increase in interest rates may cause the price of bonds and bond mutual funds to decline.

Government Bond Funds- An investor can lose money when investing in government bond funds. Fund itself is not guaranteed and fund's performance will vary.

International/Emerging Markets Funds- International and emerging market investing involves special risks such as currency fluctuation and political instability and may not be suitable for all investors.

Real Estate Funds- Investing in real estate involves special risks such as potential illiquidity and may not be suitable for all investors. There is no assurance that the investment objectives of the fund will be attained.

Small and Mid Cap Funds- The prices of small and mid-cap stocks are generally more volatile than large cap stocks.

Target Date Funds- The target date is the approximate date when investors plan to start withdrawing their money. The glidepath is how the asset allocation of the fund changes over time. The principal value of a target fund is not guaranteed at any time, including at the target date.

Morningstar Ratings:

For each fund with at least a three year history, Morningstar calculates a Morningstar Rating based on a Morningstar Risk-Adjusted Return measure that accounts for variations in a fund's monthly performance (including the effects of sales charges, loads, and redemption fees), placing more emphasis on downward variations and rewarding consistent performance. The top 10% of funds in each category receive five stars, the next 22.5% receive four stars, the next 35% receive three stars, the next 22.5% receive two stars and the bottom 10% receive one star. The overall Morningstar Rating for a fund is derived from a weighted-average of the performance figures associated with its three-, five- and ten-year (if applicable) Morningstar Ratings metrics.

Source Information:

Executive Summary: Recommendations based on qualitative and/or quantitative investment methodology of Pensionmark Financial Group

Portfolio | Diversification: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Asset Allocation: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Holdings & Sector Allocation: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Region & Quality Allocation: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Returns : Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Beta/Standard Deviation: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Alpha: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Sharpe Ratio: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Information Ratio: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Cumulative Performance: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Portfolio | Weighted Fee Analysis: Assets aggregated from recordkeeper data as of quarter-end and compiled by Envestnet Retirement Solutions.

Investment Scorecard | Current & Historical Scoring

Investment Performance vs. Risk: Morningstar/Envestnet Retirement Solutions

Investment Scorecard | Investment Performance: Morningstar and Envestnet Retirement Solutions

Fund Fact Sheets: Morningstar, Envestnet Retirement Solutions, and Pensionmark Financial Group

Investment Scoring Methodology: Pensionmark Financial Group

Index Descriptions

Index Name	Index Description
Alerian MLP TR USD	The index measures the performance of energy segment US equity securities. It is a composite of the 50 most prominent energy Master Limited Partnerships ('MLPs'). The index is calculated using a float-adjusted, capitalization-weighted methodology.
Bloomberg Commodity TR USD	The index measures the performance of future contracts on physical commodities which traded on US exchanges and London Metal Exchange. The commodity weightings are based on production and liquidity, subject to weighting restrictions applied annually.
Bloomberg Sub Brent Crude TR USD	The index is a single commodity index composed of futures contracts on Brent crude. The index is part of the Bloomberg CITR family. It reflects the return on fully collateralized futures positions and is quoted in USD.
Bloomberg Sub WTI Crude Oil TR USD	The index is a single commodity subindex of the Bloomberg CI composed of futures contracts on crude oil. It reflects the return of underlying commodity futures price movements only and is quoted in USD.
BBgBarc US Treasury Bill 1-3 Mon TR USD	The index measures the performance of public obligations of the U.S. Treasury with maturities of 1-3 month, including securities roll up to the U.S. Aggregate, U.S. Universal, and Global Aggregate Indices.
BBgBarc Credit 1-5 Yr TR USD	The index measures the performance of the investment grade, US dollar denominated, fixed-rate, taxable corporate and government related bonds with maturity of 1-5 years. It is comprised of the US Corporate Index and a non-corporate component that includes foreign agencies, sovereigns, supranationals and local authorities.
BBgBarc Global Aggregate TR USD	The index measures the performance of global investment grade fixed-rate debt markets, including the U.S. Aggregate, the Pan-European Aggregate, the Asian-Pacific Aggregate, Global Treasury, Eurodollar, Euro-Yen, Canadian, and Investment Grade 144A index-eligible securities.
BBgBarc Global High Yield TR USD	The index measures the performance of the global high-yield fixed income markets. It represents the union of the U.S. High-Yield, Pan-European High-Yield, U.S. Emerging Markets High-Yield, and Pan-European Emerging Market High-Yield Indices. The index is a component of the Multiverse Index, along with the Global Aggregate Index.
BBgBarc Municipal TR USD	This index measures the performance of the Bloomberg Barclays U.S. Municipal bond, which covers the USD-denominated Long-Term tax exempt bond market with four main sectors: state and local general obligation bonds, revenue bonds, insured bonds and prerefunded bonds.
BBgBarc US 1-5Y GovCredit FIAdj TR USD	The index measures the performance of the non-securitized component of the US Aggregate index with maturities of 1-5 years. It uses alternative weighting schemes instead of market value weights.
BBgBarc US 5-10Y GovCredit FIAdj TR USD	The index measures the performance of the non-securitized component of the US Aggregate index with maturities of 5-10 years. It uses alternative weighting schemes instead of market value weights.
BBgBarc US Agg Bond TR USD	The index measures the performance of investment grade, U.S. dollar-denominated, fixed-rate taxable bond market, including Treasuries, government-related and corporate securities, MBS (agency fixed-rate and hybrid ARM passthroughs), ABS, and CMBS. It rolls up into other Barclays flagship indices, such as the multi-currency Global Aggregate Index and the U.S. Universal Index, which includes high yield and emerging markets debt.
BBgBarc US Corp Bond TR USD	The Index measures the performance of the intermediate maturity, investment grade U.S. corporate bond market. Only bonds that have a maturity of between one and ten years are included. Securities must be fixed rate, U.S. dollar denominated, taxable and rated investment grade as defined by the Index methodology. Inclusion is based on the currency of the issue, not the domicile of the issuer.
BBgBarc US Credit 5-10 Yr TR USD	The index measures the performance of the US Corporate and a non-corporate component with maturities of 5-10 year that includes foreign agencies, sovereigns, supranationals and local authorities. It is a subset of the US Government/Credit Index and the US Aggregate Index.
BBgBarc US Govt/Credit Long TR USD	The index measures the performance of non-securitized component of the U.S. Aggregate Index with maturities of 10 years and greater, including Treasuries, government-related issues and corporates. It is a subset of the U.S. Aggregate Index.
BBgBarc US MBS TR USD	The index measures the performance of the agency mortgage-backed pass-through securities (both fixed-rate and hybrid ARM) issued by Ginnie Mae (GNMA), Fannie Mae (FNMA), and Freddie Mac (FHLMC).
BBgBarc US Treasury US TIPS TR USD	The index measures the performance of rules-based, market value-weighted inflation-protected securities issued by the U.S. Treasury. It is a subset of the Global Inflation-Linked Index (Series-L).
CRSP US Large Cap Growth TR USD	The index measures the performance of US securities which are assigned to the large cap index and classified as growth securities by using CRSP's multifactor model. CRSP classifies growth securities using the following factors: future long-term growth in earnings per share (EPS), future short-term growth in EPS, 3-year historical growth in EPS, 3-year historical growth in sales per share, current investment-to-assets ratio, and return on assets.
CRSP US Large Cap Value TR USD	The index measures the performance of US securities which are assigned to the large cap index and classified as value securities by using CRSP's multifactor model. CRSP classifies value securities using the following factors: book to price, forward earnings to price, historical earnings to price, dividend-to-price ratio and sales-to-price ratio.
CRSP US Total Market TR USD	The index measures the performance of broad US securities that traded on NYSE, NYSE Market, NANASDAQ or ARCA. It captures nearly 100% of the US investable equity market with around 4000 constituents across mega, large, small and micro capitalizations.

Index Descriptions

Index Name	Index Description
CRSP US Mid Cap Growth TR USD	The index measures the performance of US securities which are assigned to the mid cap index and classified as growth securities by using CRSP's multifactor model. CRSP classifies growth securities using the following factors: future long-term growth in earnings per share (EPS), future short-term growth in EPS, 3-year historical growth in EPS, 3-year historical growth in sales per share, current investment-to-assets ratio, and return on assets.
CRSP US Mid Cap TR USD	The index measures the performance of US companies that fall between the top 70%-85% of investable market capitalization. It includes securities traded on NYSE, NYSE Market, NASDAQ or ARCA.
CRSP US Mid Cap Value TR USD	The index measures the performance of US securities which are assigned to the mid cap index and classified as value securities by using CRSP's multifactor model. CRSP classifies value securities using the following factors: book to price, forward earnings to price, historical earnings to price, dividend-to-price ratio and sales-to-price ratio.
CRSP US Small Cap Growth TR USD	The index measures the performance of US securities which are assigned to the small cap index and classified as growth securities by using CRSP's multifactor model. CRSP classifies growth securities using the following factors: future long-term growth in earnings per share (EPS), future short-term growth in EPS, 3-year historical growth in EPS, 3-year historical growth in sales per share, current investment-to-assets ratio, and return on assets.
CRSP US Small Cap TR USD	The index measures the performance of US companies that fall between the bottom 2%-15% of the investable market capitalization. There is no lower limit in market capitalization, other than what is specified by investability screens. It includes securities traded on NYSE, NYSE Market, NANSADADAQ or ARCA.
CRSP US Small Cap Value TR USD	The index measures the performance of US securities which are assigned to the small cap index and classified as value securities by using CRSP's multifactor model. CRSP classifies value securities using the following factors: book to price, forward earnings to price, historical earnings to price, dividend-to-price ratio and sales-to-price ratio.
DJ US Completion Total Stock Mkt TR USD	The index measures the performance of all US equity securities with readily available prices, excluding components of the S&P 500. It is float-adjusted market capitalisation weighted.
DJ US Total Stock Market TR USD	The index measures the performance of all US equity securities with readily available prices. It represents the top 95% of the US stock market based on market capitalisation. The index is float-adjusted market capitalisation weighted.
FTSE Developed ex North America NR USD	The index measures the performance of Large and Mid cap stocks providing coverage of Developed markets, excluding the US and Canada. It is derived from the FTSE Global Equity Index Series (GEIS). The index is market-capitalization weighted.
FTSE Emerging NR USD	The index measures the performance of Large, Mid and Small cap securities listed in Advanced Emerging and Secondary Emerging countries.
FTSE EPRA Nareit Developed TR USD	The FTSE EPRA/Nareit Emerging Index is a free-float adjusted, market capitalization-weighted index designed to track the performance of listed real estate companies in developed countries worldwide. Constituents of the Index are screened on liquidity, size and revenue.
FTSE Nareit All Equity REITs TR USD	The FTSE Nareit All Equity REITs Index is a free-float adjusted, market capitalization-weighted index of U.S. equity REITs. Constituents of the index include all tax-qualified REITs with more than 50 percent of total assets in qualifying real estate assets other than mortgages secured by real property.
FTSE Treasury Bill 3 Mon USD	The index measures the performance of the last three three-month Treasury bill month-end rates.
ICE BofAML US Corporate TR USD	The index tracks the performance of US dollar denominated investment grade rated corporate debt publically issued in the US domestic market. To qualify for inclusion in the index, securities must have an investment grade rating (based on an average of Moody's, S&P, and Fitch) and an investment grade rated country of risk (based on an average of Moody's, S&P, and Fitch foreign currency long term sovereign debt ratings).
ICE BofA US High Yield TR USD	The index is market capitalization weighted and is designed to measure the performance of U.S. dollar denominated below investment grade (commonly referred to as "junk") corporate debt publicly issued in the U.S. domestic market. The Index includes securities rated below investment grade (based on an average of Moody's Investors Service, Inc., Fitch, Inc., and Standard & Poor's Financial Services, LLC) with at least 18 months remaining to final maturity at the time of issuance and at least one year remaining term to final maturity as of the Index's rebalancing date.
ICE USD Spot	The index is a measure of the value of the U.S. dollar relative to the value of a basket of currencies of the majority of the U.S.'s most significant trading partners. This index is similar to other trade-weighted indexes, which also use the exchange rates from the same major currencies.
LPX 50 TR USD	The index is designed to represent the global performance of the 50 most highly capitalised and liquid Listed Private Equity companies. The index is diversified across regions, private equity investment styles, financing styles and vintages.

Index Descriptions

Index Name	Index Description
MSCI ACWI Ex USA NR USD	The index measures the performance of the large and mid cap segments of the particular regions, excluding USA equity securities, including developed and emerging market. It is free float-adjusted market-capitalization weighted.
MSCI EAFE NR USD	The index measures the performance of the large and mid cap segments of developed markets, excluding the US & Canada equity securities. It is free float-adjusted market-capitalization weighted.
MSCI EAFE IMI NR USD	The index measures the performance of the large, mid and small cap equity representation across Developed Markets countries around the world, excluding the US and Canada. The index is free-adjusted market capitalization weighted.
MSCI EM IMI NR USD	The index measures the performance of the large, mid and small cap equity representation across Emerging Markets (EM) countries. It is free-adjusted market capitalization weighted.
MSCI EM NR USD	The index measures the performance of the large and mid cap segments of emerging market equity securities. It is free float-adjusted market-capitalization weighted.
MSCI US IMI/Cons Staples 25-50 GR USD	The MSCI US IMI Consumer Staples 25/50 Index is designed to capture the large, mid and small cap segments of the US equity universe. All securities in the index are classified in the Consumer Staples sector as per the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification--limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Consumer Discretionary 25-50 GR USD	The MSCI US IMI Consumer Discretionary 25/50 Index is designed to capture the large, mid and small cap segments of the US equity universe. All securities in the index are classified in the Consumer Discretionary sector as per the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification--limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Energy 25-50 GR USD	The MSCI US IMI Energy 25/50 Index is designed to capture the large, mid and small cap segments of the US equity universe. All securities in the index are classified in the Energy sector as per the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification--limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Financials 25-50 GR USD	The MSCI US IMI Financials 25/50 Index is designed to capture the large, mid and small cap segments of the US equity universe. All securities in the index are classified in the Financials sector as per the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification--limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Health Care 25-50 GR USD	The MSCI US IMI Health Care 25/50 Index is designed to capture the large, mid and small cap segments of the US equity universe. All securities in the index are classified in the Health Care sector as per the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification--limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Industrials 25-50 GR USD	The MSCI US IMI Industrials 25/50 Index is designed to capture the large, mid and small cap segments of the US equity universe. All securities in the index are classified in the Industrials sector as per the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification--limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Info Tech 25-50 GR USD	The MSCI US IMI Information Technology 25/50 Index is designed to capture the large, mid and small cap segments of the US equity universe. All securities in the index are classified in the Information Technology sector as per the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification--limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Materials 25-50 GR USD	The MSCI USA IMI Materials 25/50 captures the large, mid and small cap segments of the USA market. All securities in the index are classified in the Materials sector according to the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US IMI/Communication Services 25-50 GR USD	The MSCI USA IMI Communication Services 25/50 Index captures the large, mid and small cap segments of the USA market. All securities in the index are classified in the Communication Services sector according to the Global Industry Classification Standard (GICS®). The index also applies certain investment limits to help ensure diversification limits that are imposed on regulated investment companies, or RICs, under the current US Internal Revenue Code.
MSCI US REIT GR USD	The index measures the performance of the large, mid and small cap segments of the US equity securities. It is comprised of Equity REITs securities and based on the MSCI USA Investable Market Index, with the exception of Mortgage REIT and selected Specialized REITs. The index represents approximately most of the US REIT universe and securities are classified in the REIT sector according to the Global Industry Classification Standard. It is a free float market capitalization weighted index.
MSCI US Small Cap Growth GR USD	The index measures the performance of the growth small cap segments of US equity securities. It is free float-adjusted market-capitalization weighted.
MSCI World ex USA NR USD	The index measures the performance of the large and mid cap segments of world, excluding US equity securities. It is free float-adjusted market-capitalization weighted.
MSCI World NR USD	The index measures the performance of the large and mid cap segments of world equity securities. It is free float-adjusted market-capitalization weighted.
Russell 1000 Growth TR USD	The index measures the performance of the large-cap growth segment of the US equity securities. It includes the Russell 1000 index companies with higher price-to-book ratios and higher forecasted growth values. It is market-capitalization weighted. Russell Investment Group is the source and owner of the trademarks, service marks and copyrights related to the Russell Indexes. Russell® is a trademark of Russell Investment Group.

Index Descriptions

Index Name	Index Description
Russell 1000 TR USD	The index measures the performance of the large-cap segment of the US equity securities. It is a subset of the Russell 3000 index and includes approximately 1000 of the largest securities based on a combination of their market cap and current index membership.
Russell 1000 Value TR USD	The index measures the performance of the large-cap value segment of the US equity securities. It includes the Russell 1000 index companies with lower price-to-book ratios and lower expected growth values. It is market-capitalization weighted. Russell Investment Group is the source and owner of the trademarks, service marks and copyrights related to the Russell Indexes. Russell® is a trademark of Russell Investment Group.
Russell 2000 TR USD	The index measures the performance of the small-cap segment of the US equity universe. It is a subset of the Russell 3000 and includes approximately 2000 of the smallest securities based on a combination of their market cap and current index membership. Russell Investment Group is the source and owner of the trademarks, service marks and copyrights related to the Russell Indexes. Russell® is a trademark of Russell Investment Group.
Russell 2000 Value TR USD	The index measures the performance of small-cap value segment of the US equity universe. It includes those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values. It is market-capitalization weighted. Russell Investment Group is the source and owner of the trademarks, service marks and copyrights related to the Russell Indexes. Russell® is a trademark of Russell Investment Group.
Russell 3000 TR USD	The index measures the performance of the largest 3000 US companies representing approximately 98% of the investable US equity market. It is market-capitalization weighted.
Russell Mid Cap Growth TR USD	The index measures the performance of the mid-cap growth segment of the US equity universe. It includes Russell midcap index companies with higher price-to-book ratios and higher forecasted growth values. It is market-capitalization weighted. Russell Investment Group is the source and owner of the trademarks, service marks and copyrights related to the Russell Indexes. Russell® is a trademark of Russell Investment Group.
Russell Mid Cap TR USD	The index measures the performance of the mid-cap segment of the US equity universe. It is a subset of Russell 1000 index and includes approximately 800 of the smallest securities based on a combination of their market cap and current index membership. The index represents approximately 31% of the total market capitalization of the Russell 1000 companies.
Russell Mid Cap Value TR USD	The index measures the performance of the mid-cap value segment of the US equity universe. It includes Russell midcap index companies with lower price-to-book ratios and lower forecasted growth values. It is market-capitalization weighted.
S&P MidCap 400 TR	The index measures the performance of mid-sized US companies, reflecting the distinctive risk and return characteristics of this market segment. It comprises stocks in the middle capitalization range, covering approximately 7% of the of US equity market.
S&P 500 TR USD	The index measures the performance of 500 widely held stocks in US equity market. Standard and Poor's chooses member companies for the index based on market size, liquidity and industry group representation. Included are the stocks of industrial, financial, utility, and transportation companies. Since mid 1989, this composition has been more flexible and the number of issues in each sector has varied. It is market capitalization-weighted.
S&P GSCI Gold Spot	The Index, a sub-index of the S&P GSCI, provides investors with a reliable and publicly available benchmark tracking the COMEX gold future. The index is designed to be tradable, readily accessible to market participants, and cost efficient to implement.
S&P SmallCap 600 TR USD	The index measures the performance of small cap segment of US equity market. It consists of 600 domestic stocks chosen for market size, liquidity, and industry group representation and covers approximately 3% of the domestic equities market.
S&P Target Date 2010 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2010, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2015 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2015, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2020 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2020, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.

Index Descriptions

Index Name	Index Description
S&P Target Date 2025 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2025, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2030 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2030, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2035 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2035, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2040 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2040, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2045 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. It has target retirement date of 2045, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2050 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2050, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2055 TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index has target retirement date of 2055, and belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.
S&P Target Date 2060+ TR USD	The S&P Target Date Series comprises eleven multi-asset class indices, each corresponding to a particular target retirement date. Each index provides varying levels of exposure to equities and fixed income. Each target date allocation is created and retired according to a pre-determined schedule related to the respective target date.
S&P Target Date Retirement Income TR USD	The index measures the performance of a portfolio of multi-asset including equities, fixed income and commodities. The index belongs to S&P Target Date Index Series which comprises eleven indexes with different target retirement date. Each index in this series is determined once a year through survey of large fund management companies that offer target date products.

Benchmark: A standard against which the performance of a mutual fund can be measured.

Index: an imaginary portfolio of securities representing a particular market or a portion of it. Each index has its own calculation methodology and is usually expressed in terms of a change from a base value.

GLOSSARY

Community Action Partnership ERISA 403(b)

For Period Ending 09/30/2021

INVESTMENT SCORING METHODOLOGY

-Equity, Fixed Income, and Target Date Investments are reviewed on 11 distinct criteria. Each criteria is scale-scored; the better an investment performs in a given criteria, the higher score the investment will receive.

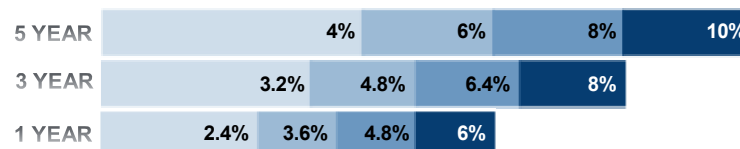
-Index investments are reviewed on 8 distinct criteria. Each criteria is scored on a binary pass/fail method.

-A fund that does not have at least a score of 70 will be identified as an investment on watch. Any Investment on watch for the current quarter and at least three of the previous seven quarters, or any investment with a score below 60 will be marked for review and potential replacement.

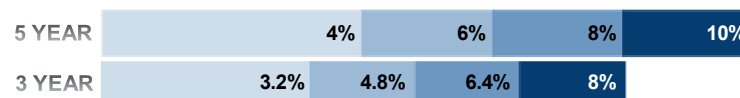
-Investments such as Stable Value and Money Market investments are not included on the quantitative IPS scoring methodology but are evaluated on a qualitative basis.

EQUITY/FIXED INCOME SCORING CRITERIA

RETURN



SHARPE RATIO & INFORMATION RATIO

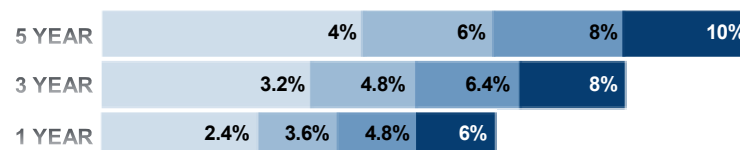


5 YEAR UP/DOWN MARKET CAPTURE, STYLE CONSISTENCY, MANAGER TENURE & EXPENSE RATIO

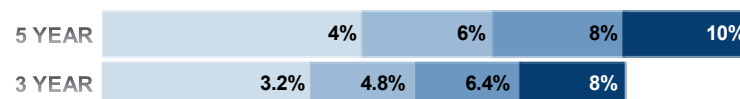


TARGET DATE SCORING CRITERIA

RETURN



SHARPE RATIO & INFORMATION RATIO



5 YEAR UP/DOWN MARKET CAPTURE, 5 YEAR MAX DRAWDOWN, MANAGER TENURE & EXPENSE RATIO



INDEX SCORING CRITERIA

TRACKING ERROR			EXPENSE RATIO	ASSETS IN PRODUCT	EXPENSE-ADJUSTED RETURN VS. BENCHMARK		
1 YEAR	3 YEAR	5 YEAR	QUARTER END	QUARTER END	1 YEAR	3 YEAR	5 YEAR
8%	10%	12%	30%	10%	8%	10%	12%

1, 3, & 5 Year Return	When selecting an investment, you want to know that it has demonstrated an ability to outperform relative to its peers. The higher the return an investment experiences in a given period compared to peers, the higher the value assigned to its score.
3 & 5 Year Sharpe Ratio	When selecting an investment, the Sharpe ratio is a way to compare the return of portfolios on a risk-adjusted basis rather than a less informative, pure return basis. The higher the Sharpe Ratio an investment experiences in a given period compared to peers, the higher the value assigned to its score.
3 & 5 Year Information Ratio	When selecting an investment, you want to know how its returns compare to the index and to the amount of risk it took to generate those returns. The higher the Information Ratio an investment experiences in a given period compared to peers, the higher the value assigned to its score.
5 Year Upside/Downside Capture	When selecting an investment, you want to know that it "captures" more than 100% of market returns in up markets and helps "cushion" the loss in down markets by capturing less than 100% of the fall. A ratio of greater than 1 implies that the investment captures more when the market is up than when it is down. The higher the ratio the higher the value assigned to its score.
Style Consistency (Equity & Fixed Income Only)	When selecting an investment, you want to know how consistency that fund's style (Value vs. Growth/Large vs. Mid vs. Small) is compared to its category. Investments with low scores are considered more consistent, while investments with high scores are considered less consistent. The lower the Style Consistency score compared to peers, the higher the value assigned to its score.
Manager Tenure	When selecting an investment, you want to know that the track record being reviewed is primarily one from the current management team. The longer a manager has managed the specific investment being evaluated the higher the value assigned to its score.
Expense Ratio	When selecting an investment, you want to know how much it costs as total fees reduce the total return captured by the investor. The lower the Expense Ratio has compared to peers, the higher the value assigned to its score.
5 Year Max Drawdown (Target Date Only)	When selecting an investment, Max Drawdown is the maximum loss, from peak to trough, that a portfolio experiences in a given period and is a measurement of downside risk over that period. The lower the max drawdown a portfolio experiences, compared to peers, the higher the value assigned to its score.

1, 3, & 5 Year Return – Expense Adjusted	When selecting an index investment, you want to know that it has demonstrated an ability to perform in-line with the index it is meant to track. To pass, an investment must not underperform it's stated index by more than 20 basis point (-0.20%).
Expense Ratio	When selecting an investment, you want to know how much it costs as total fees reduce the total return captured by the investor. If the Index fund is ranked in the top quartile (lowest 25% of expense ratios) of it's peer group, it passes this criteria.
1, 3, & 5 Year Tracking Error	When selecting a passive investment, the tracking error shows the investment's consistency compared to its benchmark over a given period of time. The lower the tracking error, the more consistent the passive investment is performing like its stated index. To pass, the tracking error must be in the lowest 10% of its peer group.
Assets Managed in Product	When selecting a passive investment, the assets managed in that product have an effect on trading costs. Since passive investments tend to have a far greater number of holdings and trading costs can hurt returns an investment with more assets are better able to efficiently trade securities without significantly hurting performance. To pass, a fund must have at least 500 million dollars managed within that product.

ALPHA

Measures risk-adjusted performance, factoring in the risk due to the specific manager rather than the overall market. A high value for alpha implies that the manager has performed better than would have been expected, given its beta (volatility). In contrast, a negative alpha indicates the manager has under performed, given the expectations established by beta.

WHY IT'S IMPORTANT

Alpha can be used to directly measure the value added or subtracted by a manager. Alpha depends on two factors: (1) the assumption that market risk, as measured by beta, is the only risk measure necessary, and (2) the strength of the linear relationship between the manager and the index, as it has been measured by R-Squared. In addition, a negative alpha can sometimes result from the additional expenses that are present in a manager's returns as compared to the benchmark index.

BETA

Shows the volatility of a manager as compared to the volatility of the benchmark; specifically, the performance the fund, or portfolio has experienced in a given period of time as the index moved 1% up or down. A beta above 1 is more volatile than the index, while a beta below 1 is less volatile.

WHY IT'S IMPORTANT

Beta can be used to show how sensitive a manager is to movements in the markets. It is important to note that a low beta for a manager does not necessarily imply that the manager has a low level of volatility. A low beta signifies only that the manager's market-related risk is low. (Standard deviation is a measure of a fund's absolute volatility.) R-Squared is a necessary statistic to factor into the equation because it reflects the percentage of a manager's movements that are explained by movements in its benchmark index, and thus whether it is an appropriate benchmark.

STANDARD DEVIATION

The statistical measurement of dispersion of returns spread around their historical average, or in other words, how widely a fund's or portfolio's returns varied over a certain period or time.

WHY IT'S IMPORTANT

Investors use the standard deviation of historical performance to try to predict the range of returns that are most likely for a given investment. When a fund or portfolio has a high standard deviation, the predicted range of performance is wide, implying greater volatility.

SHARPE RATIO

A risk-adjusted measure developed by William F. Sharpe, calculated using standard deviation and excess return to determine reward per unit of risk -the higher the Sharpe ratio, the better the manager's historical risk-adjusted performance.

WHY IT'S IMPORTANT

Sharpe ratio is a measure of investment efficiency expressed as the amount of return earned per unit of associated risk. It can be used to compare two managers directly on how much excess return each manager achieved for a certain level of risk.

INFORMATION RATIO

Is determined by taking the annualized excess return over a benchmark and dividing it by the standard deviation of excess return (tracking error). This measure relates the magnitude and consistency with which an investment outperformed its benchmark. The higher the information ratio, the better.

WHY IT'S IMPORTANT

The information ratio is a risk-adjusted measure, which captures excess or active returns and relates them to excess or active risk. The information ratio is used as a way to compare more-and less-aggressive managers at the same time. A convenient way to think of the information ratio is a measure of how well one was rewarded for each incremental "unit" of risk. The information ratio can be a very valuable tool in evaluating a manager's ability to add incremental value relative to incremental risk. This tool is only valuable, however, when the benchmark is carefully chosen and appropriate.

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PLAN REVIEW

Community Action Partnership of Kern 403(b)



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FINANCIAL WELLNESS UTILIZATION

Community Action Partnership of Kern 403(b)

Financial Wellness Utilization Summary

947

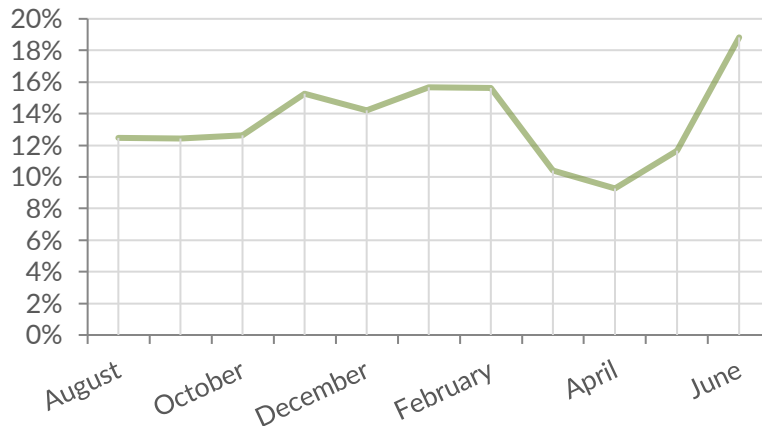
Employees enrolled in the
RetireConnect Program

Enrolled Campaigns

Date of Last Census Upload 5/28/2021

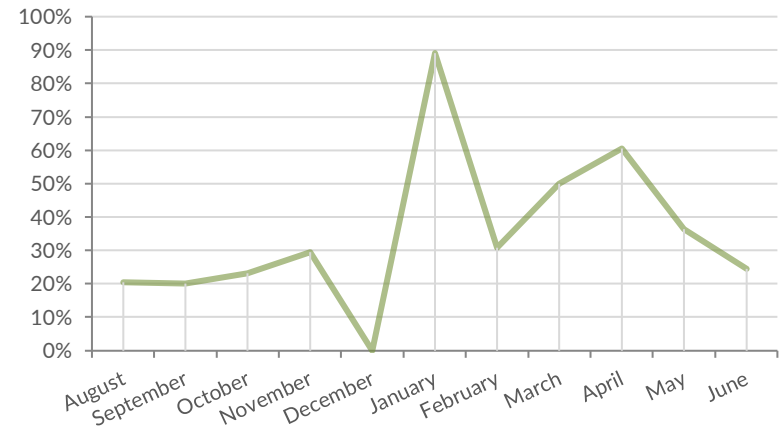
Frequency to Update Census

Open Rate



21.56% Industry Average Open Rate*

Click Through Rate



2.72% Industry Average Click Through Rate*

*Financial Services - MailChimp Stats 2019

Personal Financial Portal

178

Employees enrolled in the
Personal Financial Portal



Organizer

Connect all your accounts for a consolidated view of your entire financial picture



Investments

Interactive charts and detailed views help monitor all financial accounts



Budgeting

Know how much you are spending and where and set budgets to help reach your savings goals



Mobile

A complete financial picture available on your smart phone



Goals

See if you're on track to reach your most important financial goals (retirement, buying a house, paying for college, etc.)



Vault

Safely store your most important financial documents, accessible 24/7.

[Personal Financial Portal Sign Up Sheet](#)



SMARTMAP REVIEW

Community Action Partnership of Kern
403(b)

Summary of Employee Services

Engaged

Personal Financial Portal



Foundational Planning



Financial Wellness Call Center



Financial Wellness News



Online Education Center



Retirement Workshops



Individual Employee Consultations



Social Media



Goals and Objectives

Number of Employees:

1019

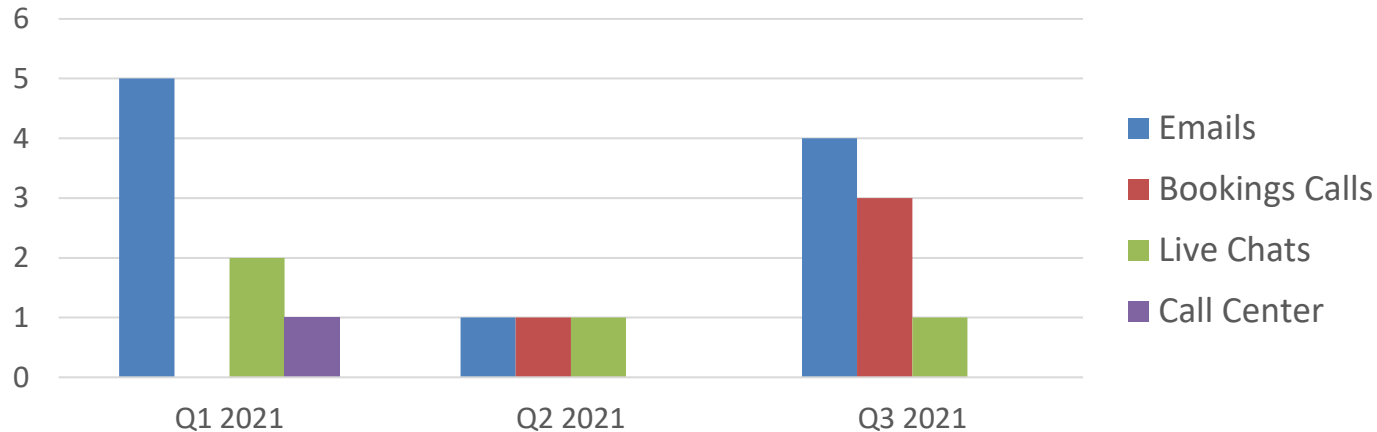
Number of Participants:

929

- Increase participation
- Increase retirement savings
- Encourage participants to engage with the SMARTMap program

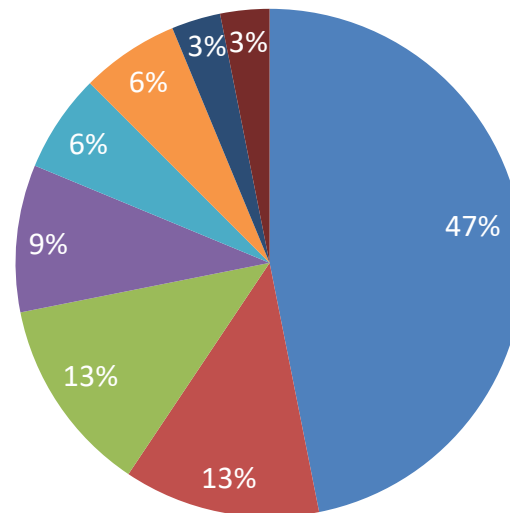
Service Center Instances/Topics

Service Center Instances



Topics

- Personal Financial Portal
- Asset Allocation
- Other
- Account Access
- Financial Wellness Program
- Foundational Planning
- Distribution - In-Service
- Hardship Withdrawal

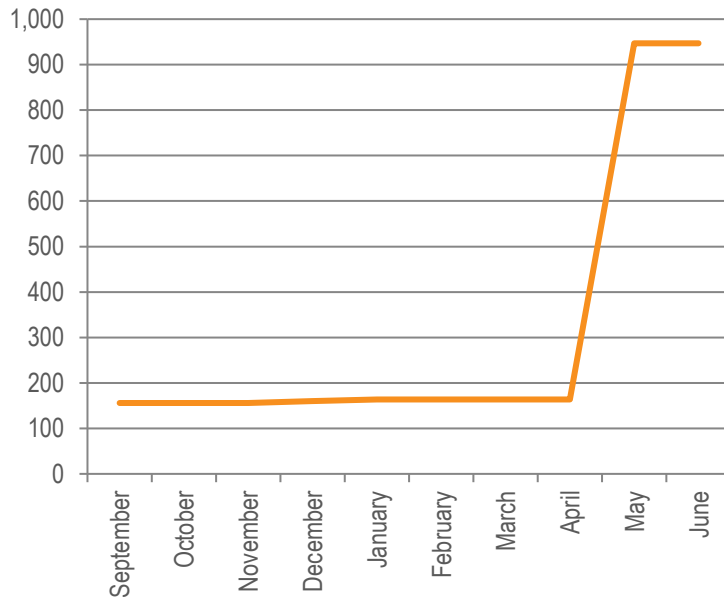


Financial Wellness Utilization Summary

1001

Number of employees enrolled in Financial Wellness News.

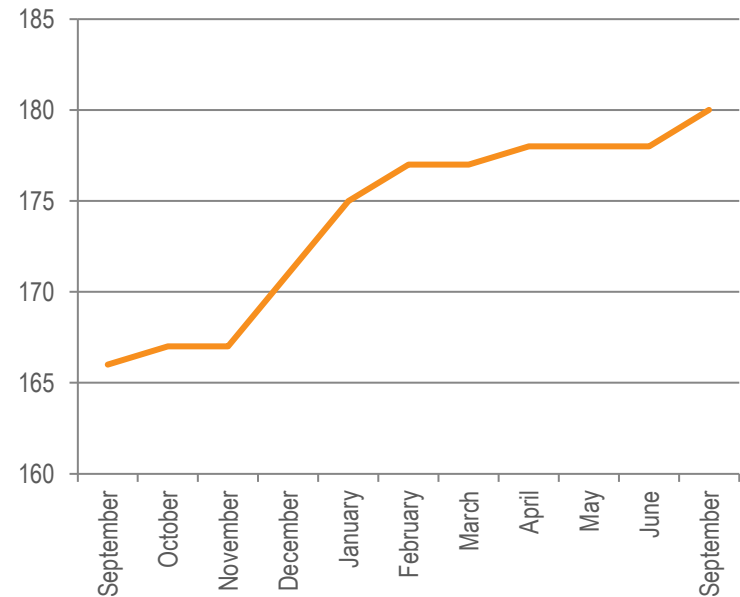
Financial Wellness News Enrollment History



180

Number of employees registered and are utilizing the Personal Financial Portal.

Personal Financial Portal Enrollment History



Method of Campaign Delivery Direct to Employees

Enrolled Campaigns Financial Wellness News

Date of Last Census Upload 5/28/2021

Frequency to Update Census Annual

Personal Financial Portal

180

Employees enrolled in the
Personal Financial Portal



Organizer

Connect all your accounts for a consolidated view of your entire financial picture



Investments

Interactive charts and detailed views help monitor all financial accounts



Budgeting

Know how much you are spending and where and set budgets to help reach your savings goals



Mobile

A complete financial picture available on your smart phone



Goals

See if you're on track to reach your most important financial goals (retirement, buying a house, paying for college, etc.)



Vault

Safely store your most important financial documents, accessible 24/7.

[Personal Financial Portal Sign Up Sheet](#)

Retirement Connect Campaign History

Email Name	Date Sent	Number Sent	Deliverability Rate	Open Rate	Click Through Rate	Unsubscribed Rate
June 2021	6/30/2021	934	99.04%	13.17%	28.46%	0.00%
2020 September Webinar - Maximizing Financial Wellness	9/24/2020	100	99.00%	15.00%	40.00%	0.00%
Why Save for Retirement - September 2020	9/30/2020	101	100.00%	9.90%	0.00%	0.00%
2020 October Webinar - Quarterly Market Series	10/19/2020	99	98.99%	12.12%	0.00%	0.00%
2020 October Webinar - Quarterly Market Series	10/22/2020	99	98.99%	13.13%	46.15%	0.00%
2020 November Webinar - Building Savings -Ready for the road ahead	11/13/2020	98	100.00%	19.39%	0.00%	0.00%
2020 November Webinar - Building Savings -Ready for the road ahead	11/18/2020	98	98.98%	12.24%	66.67%	0.00%
Year-End Tips - November 2020	11/30/2020	99	100.00%	14.14%	21.43%	0.00%
Wrap Up - December 2020	12/23/2020	103	100.00%	12.62%	0.00%	0.00%
2020 December Webinar - Social Security Webinar	12/30/2020	101	100.00%	15.84%	0.00%	0.00%
2021 February Webinar - Journey to Financial Freedom Part 1	2/11/2021	102	99.02%	16.67%	58.82%	0.00%
2021 February Webinar - Journey to Financial Freedom Part 1	2/17/2021	102	99.02%	12.75%	0.00%	0.00%
February 2021	2/26/2021	103	100.00%	17.48%	33.33%	0.00%
2021 January Webinar - Quarterly Market Series	1/15/2021	101	100.00%	12.87%	100.00%	0.00%

Mass Email Benchmark Metrics*

21.56% Industry Average Open Rate*

2.72% Industry Average Click Through Rate*

*Source: Financial Services – MailChimp Stats 2019

Retirement Connect Campaign History

Email Name	Date Sent	Number Sent	Deliverability Rate	Open Rate	Click Through Rate	Unsubscribed Rate
2021 January Webinar - Quarterly Market Series	1/21/2021	101	100.00%	15.84%	100.00%	0.00%
January 2021	1/29/2021	104	100.00%	18.27%	47.37%	0.00%
2021 March Webinar - Journey to Financial Freedom Part 2	3/11/2021	101	99.01%	8.91%	0.00%	0.00%
2021 March Webinar - Journey to Financial Freedom Part 2	3/17/2021	101	99.01%	11.88%	100.00%	0.00%
2021 April Webinar - Quarterly Market Series	4/15/2021	100	100.00%	8.00%	0.00%	0.00%
2021 April Webinar - Quarterly Market Series	4/21/2021	100	100.00%	9.00%	100.00%	0.00%
April 2021	4/30/2021	102	100.00%	10.78%	81.82%	0.00%
2021 May Webinar - Journey to Financial Freedom Part 3	5/13/2021	100	100.00%	9.00%	88.89%	0.00%
2021 May Webinar - Journey to Financial Freedom Part 3	5/19/2021	100	100.00%	15.00%	20.00%	0.00%
May 2021	5/28/2021	100	100.00%	11.00%	0.00%	0.00%
SMARTMap Welcome Email	6/8/2021	929	99.35%	21.10%	34.69%	0.00%
2021 June Webinar - Journey to Financial Freedom Part 4	6/10/2021	934	100.00%	19.49%	14.29%	0.00%
2021 June Webinar - Journey to Financial Freedom Part 4	6/16/2021	934	99.89%	21.63%	20.79%	0.00%

Mass Email Benchmark Metrics*

21.56% Industry Average Open Rate*

2.72% Industry Average Click Through Rate*

*Source: Financial Services - MailChimp Stats 2019

Financial Wellness Webinars

The eight-part **Journey to Financial Freedom Series** breaks down financial obstacles that can seem overwhelming, and provide simple instructions for approaching and overcoming, each obstacle.

In the **Quarterly Market Series**, Pensionmark's Investment Research Group reviews major economic trends, market themes, current events, and discusses their outlook for the quarter ahead.

Quarterly Market Series

January Quarterly Market Series, Q1

April Quarterly Market Series, Q2

July Quarterly Market Series, Q3

October Quarterly Market Series, Q4

Journey to Financial Freedom

February

Managing Income and Expenses: Getting from here to there

March

Building Savings: Ready for the road ahead

May

Credit Reports and Credit Scores: Getting the most mileage from credit

June

Using Credit Wisely: Curves ahead

August

Keeping Debt Under Control: Avoid detours

September

Creating Wealth: Stocking up for the long haul

November

Retirement Income Planning: Planning for a happy retirement

December

A Year in Review: Turning everything we've learned into a financial plan

All topics subject to change. For updated calendar visit <https://pensionmark.com/financial-wellness-program-webinars/>.



SMARTMAP HIGHLIGHTS

SMARTMap Marketing



SMARTMap

Organize. Plan. Review.

Your Retirement Plan

Hello there, Welcome to SMARTMap!

Your employer has partnered with our team of Financial Advocates at Pensionmark to bring you **SMARTMap**, a program that goes beyond retirement planning to evaluate your current financial condition, analyze your objectives, and design a plan to help you achieve your financial goals. Through this partnership, **SMARTMap is offered to you at no additional cost.**

We are excited to embark on this journey with you and guide you through your personal financial roadmap with three distinct milestones: **ORGANIZE, PLAN, and REVIEW.**

Let's get started! Watch the video below to learn more about SMARTMap.



A Plan for Life

PLAN

FOR LIFE

Next, click below to schedule a **"Foundational Planning"** call with one of our Financial Advocates.

In the meantime, click the "Portal Sign-Up" button below to learn about the **Personal Financial Portal (PFP)**, a platform that visualizes all of your financial accounts in one place. Before your call, set up your account so our financial advocates can best assist you!

[Schedule a Call](#)

[Portal Sign-Up](#)

Hi Andralette,

This summer, our team at SMARTMap wants to go back to basics and review the most important aspects of participating in the **Community Action Partnership of Kern Retirement Plan**. Here's our shortlist of what you need to know:

Understand How the Plan Works



The idea behind employer-sponsored plans is to deduct an amount from each paycheck to invest in mutual funds, which is then withdrawn at

Emergency Savings Accounts: Prepared for What's Ahead

Our team of Financial Advocates is ready to help you balance your current income and expenses, risk tolerance, and future goals to develop an emergency saving strategy that's just right for you.

We can help you with:

- Automating your savings goals
- Organizing all of your financial accounts in one place with the *Personal Financial Portal (PFP)*

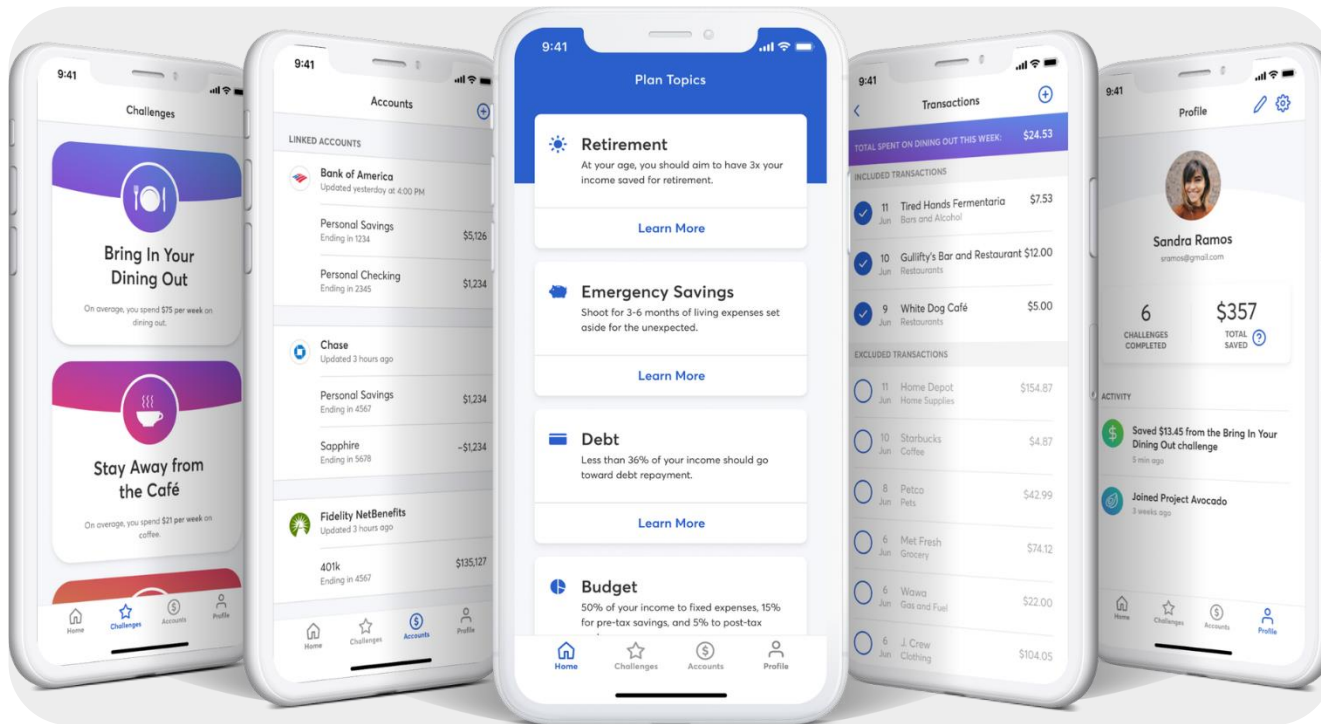


Watch our Webinar Replay:
"Building Savings: Ready for the Road Ahead"

[Listen Here!](#)

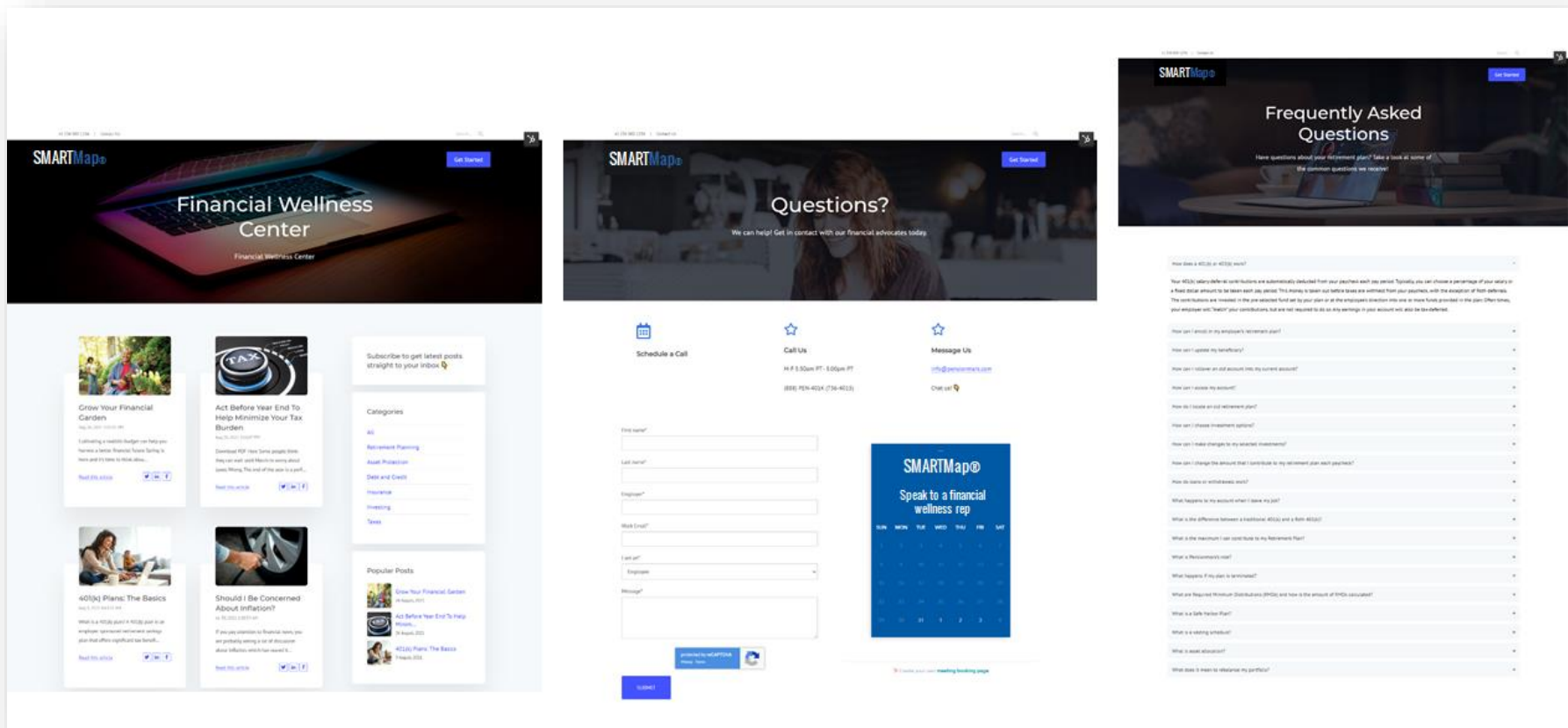
Exciting Enhancements!

The app that provides your employees with a simple yet robust tool to start them on their journey towards financial freedom



Meet Incentive

Participant Site coming soon...





ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | 4th Floor – Switzer Memorial Building, 330 C Street SW, Washington DC 20024 eclkc.ohs.acf.hhs.gov

Program Performance Summary Report

To: Authorizing Official/Board Chairperson

Mr. Curtis Floyd

Community Action Partnership of Kern

5005 Business Park N

Bakersfield, CA 93309 - 1651

From: Responsible HHS Official

Date: 06/21/2021

On behalf of Dr. Bernadine Futrell

Director, Office of Head Start

From May 10, 2021 to May 14, 2021, the Administration for Children and Families (ACF) conducted a Focus Area One (FA1) monitoring review of the Community Action Partnership of Kern Head Start and Early Head Start programs. This report contains information about the grantee's performance and compliance with the requirements of the Head Start Program Performance Standards (HSPPS) or Public Law 110-134, Improving Head Start for School Readiness Act of 2007.

The Office of Head Start (OHS) would like to thank your governing body, policy council, parents, and staff for their engagement in the review process. The FA1 review allows the OHS to understand how programs are progressing in providing services in the 5-year grant cycle. The report includes the performance measures used to understand grantee progress towards program goals. You can use this report to identify where your program was able to describe progress toward implementing program services that promote quality outcomes for children and families. Please contact your Regional Office for guidance should you have any questions or concerns. Your Regional Office will follow up on the content of this report and can work with you to identify resources to support your program's continuous improvement.

DISTRIBUTION OF THE REPORT

Ms. Cynthia Yao, Regional Program Manager

Mr. Jeremy Tobias, Chief Executive Officer/Executive Director

Mrs. Yolanda Gonzales, Head Start Director

Mrs. Yolanda Gonzales, Early Head Start Director

Glossary of Terms

Opportunity for Continuous Improvement (OCI)	An OCI is identified when the grantee is determined compliant in an area; however, through intentional, continuous improvement strategies, the agency has the opportunity to enhance overall program quality.
Area of Concern (AOC)	An area for which the agency needs to improve performance. These issues should be discussed with the grantee's Regional Office of Head Start for possible technical assistance.
Area of Noncompliance (ANC)	An area for which the agency is out of compliance with Federal requirements (including but not limited to the Head Start Act or one or more of the regulations) in one or more areas of performance. This status requires a written timeline of correction and possible technical assistance or guidance from the grantee's program specialist. If not corrected within the specified timeline, this status becomes a deficiency.
Deficiency	As defined in the Head Start Act, the term "deficiency" means: (A) a systemic or substantial material failure of an agency in an area of performance that the Secretary determines involves: (i) a threat to the health, safety, or civil rights of children or staff; (ii) a denial to parents of the exercise of their full roles and responsibilities related to program operations; (iii) a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; (iv) the misuse of funds received under this subchapter; (v) loss of legal status (as determined by the Secretary) or financial viability, loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; or (vi) failure to meet any other Federal or State requirement that the agency has shown an unwillingness or inability to correct, after notice from the Secretary, within the period specified; (B) systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or (C) an unresolved area of noncompliance.



Program Design, Management, and Quality Improvement

Program Design

The grantee's program design and structure takes into account community strengths and needs.

Program Management and Quality Improvement

The grantee has an approach for providing effective management and oversight of all program areas and fiduciary responsibilities.

Program Governance

The grantee maintains a formal structure for program governance that includes a governing body, a policy council (or policy committee for delegates), and parent committees.

Program Design, Management, and Quality Improvement Summary

Community Action Partnership of Kern relied on community data to design services to meet the needs of children and families living in California's Kern and San Joaquin Counties. Data helped the program identify an increase in the number of homeless families living in the community. As a result, it adjusted its selection criteria to prioritize the enrollment of homeless children. The onset of COVID-19 and its impact on the community also necessitated changes in service delivery, as the program initially offered only virtual services. When the easing of California's COVID-19 restrictions allowed the program to offer in-person services to a reduced number of children, it prioritized those slots for working families. To some extent, families were allowed to select virtual or in-person services based on their needs. By adjusting to these challenges, the program provided responsive services to address the changing needs of the community.

Community Action Partnership of Kern's governance structure and the members' expertise supported program service delivery. The governing board and the policy council were actively engaged in program decisions. Each policy council member was asked to participate in at least one of the three subcommittees: by-laws, budget and finance, or planning. The policy council's vice-chairperson chaired the planning committee and encouraged communication between the governing bodies by also serving as the policy council representative on the Board. Additionally, policy council and Board members participated in the program's community needs and self-assessment processes, and were instrumental in coordinating and approving the purchase of equipment and resources to support virtual services during COVID-19. Specifically, their efforts supported the purchase of 25 electronic tables, and the ReadyRosie, ReadyBaby, and Learning Genie education apps. The program used the commitment, expertise, and participation of its governing bodies to its advantage in its delivery of services.



Designing Quality Education and Child Development Program Services

Alignment with School Readiness

The grantee's approach to school readiness aligns with the expectations of receiving schools, the Head Start Early Learning Outcomes Framework (HSELOF), and state early learning standards.

Effective and Intentional Teaching Practices

The grantee has strategies to ensure teaching practices promote progress toward school readiness.

Supporting Teachers in Promoting School Readiness

The grantee has an approach for ensuring teachers are prepared to implement the curriculum and support children's progress toward school readiness.

Home-based Program Services

The grantee has strategies to ensure home-based program services help parents to provide high-quality learning experiences.

Designing Quality Education and Child Development Program Services Summary

Community Action Partnership of Kern's partnerships with receiving schools, selection of educational resources, and transition activities supported children's school readiness. First, program staff worked with elementary school principals and kindergarten teachers to understand their expectations for transitioning children. Then, the program implemented The Creative Curriculum and the Desired Results Developmental Profile (DRDP) to guide services aimed at helping children attain the expected skills. Education staff also provided children's DRDP results to receiving schools to support smooth transitions. Additional transition activities included virtual information sessions with parents, The Creative Curriculum's Getting Ready for Kindergarten activities, and virtual tours of receiving kindergarten classrooms. The programs collaboration with receiving schools helped children enter kindergarten ready to learn.

Community Action Partnership of Kern captured and tracked data to support teachers and ensure teaching practices responded to children's individual developmental needs. Data sources included child outcomes, classroom observations, the Classroom Assessment Scoring System, the Ignite by Hatch digital learning platform, The Pyramid Infant-Toddler Observation Scale, and various environmental assessment tools. The program analyzed these data and used the results to measure the quality of teaching practices, inform instruction, and plan professional development activities. The program also used The Creative Curriculum fidelity tool to measure how effectively teachers implemented the curriculum and provided them with supplemental resources, including Mighty Minutes instructional teaching cards and Creative Curriculum Studies to promote school readiness. Additionally, the program implemented the Practice-Based Coaching Model and its Together, Learning, and Collaborating process to provide individual and group supports focused on improving teaching skills. Finally, all teachers participated in some level of coaching, which was provided virtually during the 2020-2021 program year. This ongoing data analysis, professional development, and coaching support positively influenced children's learning environments.



Designing Quality Health Program Services

Child Health Status and Care

The grantee has an approach for ensuring the delivery of high-quality health services.

Safety Practices

The grantee implements a process for monitoring and maintaining healthy and safe environments and ensuring all staff have complete background checks.

Designing Quality Health Program Services Summary

Community Action Partnership of Kern responded to children's health needs using internal resources and community collaborations. Initially, family service workers collected health data at enrollment, tracked it in ChildPlus, and used it to identify and respond to each child's needs. Then, program staff helped families apply for medical insurance, establish medical and dental homes, and create health care plans for children with chronic conditions. In collaboration with local health providers, the program helped all children receive dental screenings, well-child checkups, and recommended follow-up care. For instance, Operation Saving Smiles, a local oral health initiative, provided dental screenings and, during COVID- 19, the Kern County Children's Dental Health Network offered drive-by dental screenings. Staff received training on using otoacoustic emissions machines and the Plusoptix vision screener, which allowed them to complete hearing and vision screenings. The program also helped families obtain necessary health services by identifying community health care providers, helping families make appointments, and arranging transportation when needed. The program provided resources, collaborated with community partners, and conducted ongoing monitoring of child health data to support health services delivery.

Community Action Partnership of Kern used checklists and safety practices to maintain safe facilities. Staff members conducted daily safety checks of indoor and outdoor learning environments and immediately reported safety concerns to their supervisors. Facilities also underwent inspections from California child care licensing, the Health Department, and the fire marshal, and implemented active shooter drills as an additional safety measure. Finally, the program responded to COVID-19 safety concerns by enhancing health protocols in its classrooms and facilities. Routine and enhanced inspections as well as heightened safety measures kept children safe and ready to learn.



Designing Quality Family and Community Engagement Services

Family Well-being

The grantee has an approach for collaborating with families to support family well-being.

Strengthening Parenting and Parent-Child Supports

The grantee has an approach for providing services that strengthen parenting skills.

Designing Quality Family and Community Engagement Services Summary

Community Action Partnership of Kern helped families set goals, meet their needs, and improve their overall well-being. The family services staff helped families complete CCR Analytics' Strengths, Needs, and Interests Parent Survey (SNIPS). CCR Analytics, an education consultant in Southern California, specialized in child and family outcomes analysis for Head Start and early education programs. The SNIPS survey aligned with the Head Start Parent, Family, and Community Engagement Framework and measured individual family stability, immediate needs, and interests. The results of this survey were used to inform topics for parent meetings, workshops, and training events. Additionally, the outcomes guided the goal-setting and Family Partnership Agreement processes, with many of these conversations occurring virtually during COVID-19. The programs efforts to help families identify their needs and goals supported their overall well-being.

Community Action Partnership of Kern connected families with resources and services to support their needs and goals. The program partnered with the local food banks, the housing authority, and other community programs to address commonly expressed needs. Program staff also helped families access Catholic Charities' resources, including rent stipends, employment assistance, and crisis intervention services. Additionally, the program coordinated the distribution of essential supplies during COVID-19, including diapers, wipes, hand sanitizer, personal protective equipment, and weekly food boxes. The Board and the policy council helped families obtain resources by coordinating the distribution of electronic tablets to support virtual learning and communication between family and staff. To make sure families were aware of available resources, the program used social media, email, parent boards, and newsletters to communicate with them. Community Action Partnership of Kern used community resources and services to meet the needs of families.

Community Action Partnership of Kern supported families in strengthening their parenting skills in a variety of ways. Some of this support came from ReadyBaby, ReadyRosie, Learning Genie, and Partners for Healthy Baby parenting curricula and resources. Family advocates selected topics based on parent survey results and facilitated ReadyRosie Give Me 10 workshops via Zoom. Parents also participated in the ReadyRosie Modeled Moments videos and family workshop series. Staff reported a 73 percent parent participation rate for ReadyBaby and ReadyRosie online resources. Teachers and home visitors also partnered with parents to plan educational goals for their children and used an interactive newsletter to provide parenting tips and helpful information. For instance, a review of the Infant-Toddler December 2020-January 2021 newsletter found information on COVID-19, a ReadyRosie intro video, a list of family resources, and links to individual centers. Community Action Partnership of Kern used technology and partnered with parents to strengthen their parenting skills.



Developing Effective Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) Strategies and Fiscal Infrastructure

Eligibility, Recruitment, Selection, Enrollment, and Attendance

At least 10% of the grantee's total funded enrollment is filled by children eligible for services under IDEA or the grantee has received a waiver.

The grantee enrolls children or pregnant women who are categorically eligible or who meet defined income-eligibility requirements.

Enrollment Verification

The grantee maintains and tracks full enrollment.

Fiscal Infrastructure, Capacity, and Responsiveness

The grantee's fiscal staff have the qualifications needed to provide oversight of the grant.

The grantee has a budget development and revision process that includes stakeholders and appropriate approvals, and ensures continuous alignment with program design, goals, and objectives.

Developing Effective Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) Strategies and Fiscal Infrastructure Summary

Community Action Partnership of Kern's experienced and well-trained enrollment and family services staff ensured only eligible children were enrolled in the program. Enrollment interviews were conducted in person before COVID-19, but during the pandemic, parents had a choice of in-person, phone, or virtual interviews. The program prioritized enrollment for children who were living with disabilities, residing in foster care, receiving public assistance, and experiencing homelessness. The selection criteria advisory committee met annually in November and December to consider selection criteria adjustments based on the community's current needs and the most recent Federal poverty guidelines. The governing board, the policy council, enrollment staff, home visitors, and family service workers received training at the time of hire and periodically throughout the year to maintain ERSEA compliance. Training topics included eligibility determinations, selection criteria, and monitoring. Additionally, enrollment staff received initial and ongoing training on interviewing skills and completed the Supporting Children and Families Experiencing Homelessness module series on the Early Childhood Learning and Knowledge Center website. The program's trained staff implemented a system to enroll the communities' most eligible children.

Community Action Partnership of Kern used ChildPlus to capture and track enrollment information, monitor attendance, and maintain the program's waitlist. All enrollment notes were captured in ChildPlus. The program's extensive data monitoring and auditing process helped identify inaccurate eligibility determinations. The program reported 20 percent of ERSEA files were audited by location on a rotating basis, and the results were captured in the program's internal monitoring system. This access to audit data allowed the enrollment team to discuss and resolve any findings. The program's use of ChildPlus and ongoing monitoring supported accurate ERSEA practices.

Community Action Partnership of Kern protected Federal funds and complied with all applicable regulations. The grantee used the Abila Fund accounting financial management system and followed internal policies and procedures to ensure financial practices aligned with the Head Start Program Performance Standards. The chief financial officer, who had 17 years of experience and a master's degree in accounting, oversaw fiscal practices with assistance from the financial manager. The Head Start director and the financial manager presented monthly financial reports to the Board and the policy council, which allowed them to monitor and participate in fiscal practices. The Head Start director also provided budget reports to program staff. The program's policies and procedures ensured the protection and integrity of Federal funds.

The program's budget development and revision process aligned with program goals and included the participation of the Board, the policy council, and staff. The Head Start management team, the chief financial officer, and the financial manager used spending history and program data to develop a draft budget. The program staff, the Board, and the policy council provided input on the draft budget, aided by the monthly financial reports they received throughout the year. The Board and

the policy council also had opportunities to ask questions and discuss the budget in their respective finance committee meetings. The policy council approved the draft budget and submitted it to the Board for final approval. Community Action Partnership of Kern aligned its budget with program goals to support positive outcomes for children.

----- End of Report -----



DAVID SCRIBNER
DIRECTOR

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GAVIN NEWSOM
GOVERNOR

August 13, 2021

Mr. Jeremy Tobias, Executive Director
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

Dear Mr. Tobias:

CSD conducted an in-house monitoring of Community Action Partnership of Kern (CAPK). The review focused on the Administrative, Financial, and Programmatic requirements for the following contracts: 2020 Low-Income Home Energy Assistance Program (LIHEAP) and 2017 DOE Weatherization Assistance Program (DOE WAP).

Attached is Monitoring Report E-20-003, which provides a synopsis of the review. If you have any questions, please feel free to contact me at 916-576-4356 or darrell.mccormick@csd.ca.gov.

Thank you for your dedication and commitment to serve low-income individuals and families in your community. I look forward to working in partnership with you to develop innovative and effective programs as well as strengthen our capacity to not only improve the lives of those living in poverty, but to reduce poverty in California.

Sincerely,

Darrell McCormick

DARRELL MCCORMICK
Field Representative

Enclosure: 2020 Monitoring Report

C: Mr. Curtis Floyd, Board Chair, Community Action Partnership of Kern

STATE OF CALIFORNIA
*Department
of
Community Services and Development*



August 6, 2021

Monitoring Report E-20-003

The Department of Community Services and Development (CSD) is responsible for the oversight of the Low-Income Home Energy Assistance Program (LIHEAP), the Disbursement Assistance Program (DAP), and/or the Department of Energy Weatherization Assistance Program (DOE WAP). Hence, CSD is required to monitor the activities of Community Action Partnership of Kern (CAPK) to ensure compliance with all contractual and statutory requirements.

INTRODUCTION

CSD conducted a Desk Review of Community Action Partnership of Kern's (CAPK) Energy contracts: LIHEAP 20B-2012, DAP 20D-1012, and DOE 17C-4010 contracts. Darrell McCormick, Field Representative, conducted the review in accordance with CSD's Energy and Environmental Services Division's Monitoring Scope.

The purpose of the review is to ensure the Contractor meets the Administrative Requirements, Financial Requirements, Programmatic Requirements, and other applicable requirements as prescribed in the contract and referenced therein (2 CFR §200.328; 45 CFR §75.342; DOE WAP, LIHEAP and DAP Part II Subpart D Article 10.3 A-E).

This monitoring report contains the following sections:

- I. Administrative Requirements
- II. Financial Requirements
- III. Programmatic Requirements
- IV. Monitoring Summary
- V. Recommendations, Observations, and Findings

I. ADMINISTRATIVE REQUIREMENTS

The purpose of the Administrative Requirements review is to ensure that the Contractor is properly administering the Federal and/or State programs in accordance with Federal, State, and CSD's contract requirements. The areas covered under the Administrative Requirements are Internal Controls Requirements; Record Retention Requirements; Travel and per diem; Codes of Conduct; Conflict of Interest; Procurement Standards; Use and Disposition of Vehicles and Equipment; Subcontracts; Complaint Management Policies and Procedures; Fair Hearing Process for Applications for Denial of Benefits by Contractor; and Fraud, Waste and Abuse.

Complaint Management: Formal Complaints

The purpose of this review is to ensure the agency has established policies and procedures for handling complaints, applicants are afforded an opportunity to register a complaint, the agency offers a reasonable remedy within the contract timeframes, and formal written complaints are documented.

Agency did not provide a log for tracking formal complaints from clients as required in the contract (2017 DOE WAP 4.12 B.). All formal complaints must be documented and include the date, time, client name and address, and nature of the complaint (including actions taken by the agency to resolve the issue). Per the agency, they did not receive any written complaints. However, in the absence of a log, there should be something in writing that states required data will be collected when and if a complaint is received. Without a system in place, the agency will be unable to respond to and adequately resolve any client complaints.

II. FINANCIAL REQUIREMENTS

The purpose of the Financial Requirements review is to ensure that Contractor's costs billed are actual, allowable and reasonable according to federal and CSD contract requirements, and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal and/or State statutes, regulations, and the terms and conditions of the Federal and/or State award. The areas covered under the Financial Requirements are Allowable Costs; Reimbursement Guidelines; and Reporting Requirements.

Based on the CSD Field Representative's review, the CSD Field Representative did not identify any issues regarding Financial Requirements.

III. PROGRAMMATIC REQUIREMENTS

The purpose of the Programmatic Requirements review is to ensure that the Contractor is adhering to the programmatic requirements of the contract. The areas covered under the Programmatic Requirements are Program Policies and Procedures; Program Implementation; and Training, Licensing and Certifications.

The CSD Field Representative requested client files from the following components within the LIHEAP contract: Fast Track, Home Energy Assistance Program (HEAP), HEAP Wood, Propane, and Oil (WPO), and Emergency Crisis Intervention Program (ECIP) Wood, Propane, and Oil. Additionally, DOE Weatherization files were requested for review. Below is a summary of the number of files requested, received and reviewed:

Contract	Program	Number of Files Requested	Number of Files Received	Number of Files Reviewed
2017 DOE	WX	4	4	4
2020 LIHEAP	Fast Track	15	15	15
2020 LIHEAP	HEAP	15	15	15
2020 LIHEAP	ECIP WPO	5	5	5
2020 LIHEAP	HEAP WPO	5	5	5
2020 LIHEAP	COI	3	3	3
TOTALS		47	47	47

Based on the CSD Field Representative's review, the CSD Field Representative did not identify any issues regarding Programmatic Requirements.

IV. MONITORING SUMMARY

CSD appreciates the effort and collaboration with sending and receiving client files for review.

Thank you for your dedication and commitment to serve low-income individuals and families in your community. I look forward to working in partnership with you to develop innovative and effective programs as well as strengthen our capacity to improve the lives of those living in poverty and ultimately reduce poverty in California.

V. RECOMMENDATIONS, OBSERVATIONS, AND FINDINGS

Recommendations are offered by CSD as a suggestion for potential improvement of current processes, systems, or general business practices. Please note that Recommendations do not require a Corrective Action Plan response.

Observations are identified contractual noncompliance issues that are an identified 'Significant Deficiency' which is caused by a deficiency, or combination of deficiencies, in internal control that is less severe than a 'Material Weakness,' yet important enough to merit attention (i.e. Missing or incomplete documents with no financial impact and is a federal and/or state requirement). An Observation does not require a Corrective Action Plan response; however, the agency must immediately remedy the issue of noncompliance within 90 calendar days from the issuance of the final monitoring report. Thus, if the agency fails to document the remediation of and/or forsakes to remedy an Observation by the specified timeframe, upon follow up the Observation may then be elevated to a Finding as it now carries material error.

Findings are identified contractual noncompliance issues that: (1) cause a financial impact (i.e. Missing the required Post-WX Inspection documentation to substantiate inspection was performed); OR (2) was a previously identified Observation and/or Finding that was not found to be remedied; OR (3) is a Material Weakness caused by a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility of a material misstatement that will not be prevented, or detected and corrected on a timely basis. Findings are considered material noncompliance of the contract, and any materials referenced therein. A material noncompliance is defined as any issue which carries substantial financial, personnel, public, and/or agency/CSD ramifications; a material noncompliance may or may not preclude the agency from further performance. Please note that Findings require a Corrective Action Plan from the agency within 30 calendar days of the issuance of the final report outlining how the issue of noncompliance will be remedied and other course of action as outlined in each topic.

RECOMMENDATION:

Recommendation 1: Complaint Management: Formal Complaints

Summary: The agency did not provide a tracking log for recording formal complaints. Per the agency, they did not receive any written complaints. However, in the absence of a log, there should be something in writing that states required data will be collected when and if a complaint is received.

Action Required: The agency can elect to implement this recommendation; however, a Corrective Action Plan response is not required.

April 28, 2021

Jeremy T. Tobias, Chief Executive Director
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

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Executive Director

Roland Maier

Re: 2020.2.06. – East Kern Family Resource Center (Community Action Partnership of Kern)

Dear Mr. Tobias:

This letter addresses the results of the annual administrative review conducted virtually on April 6, 2021, of the East Kern Family Resource Center. The objective of the annual administrative review was to determine if the program has fulfilled the evaluation, fiscal and program contractual requirements outlined in the agreement. The visit was also an opportunity to discuss accomplishments and challenges.

Program Summary

Quarterly reports were reviewed to verify the progress of performance measures, timeliness, program activities and potential issues/challenges detailed in the program executive summary.

Performance Measure Review:

- Fiscal Year 2019-20:
 - Of the 10 performance measures listed on the Scope of Work-Evaluation Plan, 4 were not met:
 - 2.1.4. Case Management [Parents/Guardians] (97%)
 - 4.2.1. Collaborative Meetings (50%)
 - 4.3.2. Articulation Meetings [Providers] (83%)
 - 4.3.3. Articulation Meetings (50%)
- Fiscal Year 2020-21: Performance measure progress is based on quarterly target projections set by the program coordinator.
 - After reviewing quarters 1 and 2, there are no areas of concern.

Timeliness: The following items are tracked for timelines throughout the fiscal year: Performance Measures, Program Executive Summary entries and response to the Program Officer's Feedback.

- Fiscal Year 2019-20:
 - All program entries and follow-up items were submitted on time.
- Fiscal Year 2020-21:
 - All program entries and follow-up items were submitted on time.

Fiscal Summary

From a fiscal perspective, the contractor has complied with contractual requirements. The financial reports and quarterly invoices have been submitted timely; the reports are reliable and accurate. All supporting documentation has been readily available and provides adequate detail to support transactions. The contractor has confirmed their

inventory control practices, and the custody and use of resources are in accordance with requirements.

The program-specific audit for the year ending February 28, 2020, was submitted timely, and the payments were confirmed. The audit report was unmodified, with no findings or exceptions.

Sustainability records have not been entered due to staff turnover. The Persimmony guide was provided to the Director, who will ensure completion. The records should include funding from the County of Kern/ Kern County Network for Children (Non-Prop 10 portion of Differential Response funding), two grants received, and minimal fees for the parenting classes. The contractor has been seeking additional funding opportunities. The quarterly Fiscal Executive Summary is submitted timely. The program is utilizing the Persimmony Data System E-Signature process.

Accounting policies and procedures appear to be adequately in place and are being followed for contract transactions. Community Action Partnership of Kern has exhibited the fiscal capacity to administer this program.

Recommendations

Fiscal Year 2019-20:

- No recommendations.

Fiscal Year 2020-21:

- No recommendations.

A copy of the full report is maintained on file with First 5 Kern and is available at your request. If you have any questions or comments regarding this correspondence, please feel free to contact your respective program or finance officer.

In light of the constraints of the COVID-19 pandemic, First 5 Kern recognizes and appreciates the incredible dedication and effort of all program staff. First 5 Kern strives to support service delivery and success for all programs during these challenging times. Please continue to provide program updates and address challenges with the assigned First 5 Kern staff.

Sincerely,



Roland Maier
Executive Director

cc: Freddy Hernandez, Director of Youth & Community Services
Traco Matthews, Chief Program Officer



Fall Site Visit Report

Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)				
Fiscal Year:	☐ 2020-21	☒ 2021-22	☐ 2022-23	☐ 2023-24	☐ 2024-25
Date:	09/28/2021				
Program Staff:	Matthew Buck, Supervisor; Freddy Hernandez, Director of Youth & Community Services; Anna Saavedra, Case Manager; Monique Moreno, Early Childhood Educator				
Program Officer:	Analy Martinez				

Scope of Work-Evaluation Plan Review	Annual Target	Does the Performance Measure reflect the needs of the community?		Is the Target attainable?	
		Yes	No	Yes	No
Result Indicator					
2.1.4. Number of parents/guardians who received general case management services, including home visits.	30	X		X	
2.1.7. Number of children who received general case management services, including home visits.	30	X		X	
2.2.1. Number of parents/guardians who received court-mandated parent education.	10	X		X	
2.4.3. Number of parents/guardians who received support services.	0	X		X	
3.1.1. Number of children who participated in educational center-based activities.	25	X		X	
3.1.2. Number of children who participated in educational home-based activities.	15	X		X	
3.1.3. Number of children who participated in Summer Bridge center-based activities.	10	X		X	
4.2.1. Number of collaborative meetings held.	9	X		X	
4.3.2. Number of providers attending articulation meetings to establish a standardized transition plan for incoming kindergarteners.	6	X		X	
4.3.3. Number of articulation meetings held to establish or review a standardized transition plan for incoming kindergartners.	2	X		X	
Comments:					
None					

Performance Measure Summary Fiscal Year: 2020-21	Annual Target	Was the Target met?		Percent Achieved
Result Indicator		Yes	No	%
2.1.4. Number of parents/guardians who received general case management services, including home visits.	30	X		113%
2.1.7. Number of children who received general case management services, including home visits.	30	X		157%

Fall Site Visit Report

Performance Measure Summary Fiscal Year: 2020-21	Annual Target	Was the Target met?		Percent Achieved
2.2.1. Number of parents/guardians who received court-mandated parent education.	10	X		110%
2.4.3. Number of parents/guardians who received support services.	0	X		100%
3.1.1. Number of children who participated in educational center-based activities.	25		X	72%
3.1.2. Number of children who participated in educational home-based activities.	15	X		313%
3.1.3. Number of children who participated in Summer Bridge center-based activities.	10	X		140%
4.2.1. Number of collaborative meetings held.	9		X	89%
4.3.2. Number of providers attending articulation meetings to establish a standardized transition plan for incoming kindergarteners.	6	X		133%
4.3.3. Number of articulation meetings held to establish or review a standardized transition plan for incoming kindergartners.	2	X		100%
Comments:				
For fiscal year 2020-21, two of ten result indicators were not met due to the COVID-19 pandemic and staff transitions.				

Quarterly Projections Fiscal Year: 2021-22	Annual Target	Q1	Q2	Q3	Q4
Result Indicator					
2.1.4. Number of parents/guardians who received general case management services, including home visits.	30	10	6	8	6
2.1.7. Number of children who received general case management services, including home visits.	30	10	6	8	6
2.2.1. Number of parents/guardians who received court-mandated parent education.	10	4	2	2	2
2.4.3. Number of parents/guardians who received support services.	0	0	0	0	0
3.1.1. Number of children who participated in educational center-based activities.	25	10	5	5	5
3.1.2. Number of children who participated in educational home-based activities.	15	7	2	3	3
3.1.3. Number of children who participated in Summer Bridge center-based activities.	10	5	0	0	5
4.2.1. Number of collaborative meetings held.	9	3	1	2	3
4.3.2. Number of providers attending articulation meetings to establish a standardized transition plan for incoming kindergarteners.	6	0	0	0	6
4.3.3. Number of articulation meetings held to establish or review a standardized transition plan for incoming kindergartners.	2	0	0	0	2



Fall Site Visit Report

Quarterly Projections Fiscal Year: 2021-22	Annual Target	Q1	Q2	Q3	Q4
Comments:					
Supervisor requested for Program Officer to adjusted quarterly projections for Result Indicators 3.1.3. and 4.2.1. in Persimmony. Projections were adjusted in Persimmony on 09/29/21.					

Timeliness Fiscal Year: 2020-21	Performance Measures		Program Executive Summary		Response to Feedback	
	Yes	No	Yes	No	Yes	No
Was the program late with quarterly updates in the previous fiscal year? If yes, list below.		X		X		X
Comments:						
All program reports were submitted on time for fiscal year 2020-21.						

Policies and Procedures Manual			
Does the program have a Policy and Procedures manual?		☒ Yes	☐ No
When was the manual last updated?		11/21/2017	
Was the updated manual sent to First 5 Kern?		☒ Yes	☐ No
File Security			
• Where are client files stored?		Locked file cabinet.	
• How often is file security reviewed?		Daily	
• Is the 3-lock system utilized?		☒ Yes	☐ No
Comments:			
Next Steps: Director of Youth & Community Services will provide an updated copy of the program manual during the Annual Administrative site visit in the spring of 2022.			

Staff Name	Staff Title	First 5 Kern Funded	In-Kind
Freddy Hernandez	Director of Youth & Community Services		X
Matthew Buck	Supervisor	X	
Diana Gonzalez	Office Assistant	X	
Anna Saavedra	Case Manager	X	
Monique Moreno	Early Childhood Educator (PT)	X	
Tracy Webster	Chief Finance Officer		X
Comments:			
Staff list was reviewed on 09/28/2021 by Director of Youth & Community Services and Supervisor.			

Trainings

Confidentiality	☒ Yes	☐ No
Persimmony		
Persimmony user list up to date?	☒ Yes	☐ No
Program Specific		
Ages & Stages Questionnaire Third Edition (ASQ-3)	☐ Yes	☒ No
Ages & Stages Questionnaire Social Emotional Second Edition (ASQ:SE-2)	☐ Yes	☒ No
Nurturing Parenting Court Mandated — AAPI-2	☒ Yes	☐ No
S.M.A.R.T Goals	☒ Yes	☐ No
Comments:		
Supervisor will complete ASQ-3 and ASQ:SE-2 training in the fall of 2021.		

Annual Administrative Review Follow-up

Did the program have any program recommendation(s)?	☐ Yes	☒ No
If yes, were the recommendation(s) completed?	☐ Yes	☐ No
List recommendations:		
Comments:		
There was no Annual Administrative Review for fiscal year 2020-21 due to the COVID-19 pandemic.		

File Review

Does the program provide services to children and families under Result Indicators 2.1.4, 2.1.5, 2.1.7, 2.1.8, 3.1.1, or 3.1.2?	☒ Yes	☐ No
How many case files were reviewed? (three files per case manager or program type)	9	
Comments:		
Center Based 77672 78557 - Go* Home Based 78353 79001 75190 Case Management 78364 79545 80175		

Fall Site Visit Report

File Review

Program Officer reviewed nine files on 9/28/21 during the fall site visit. The files were well organized and included the First 5 Kern forms. One center-based file was missing the First 5 Kern photo release form.

Next steps:

- Program Officer will review three case management files during the Annual Administrative site visit to ensure that the Ages & Stages Questionnaire Social Emotional Second Edition (ASQ:SE-2) has been completed.
- Program Officer will review one center-based file during the Annual Administrative site visit to ensure that the photo release form is included.

Next Steps (If not completed by the next Annual Administrative Review, it will become a formal recommendation.)

- Next Steps: Director of Youth & Community Services will provide an updated copy of the program manual during the Annual Administrative site visit in the spring of 2022.
- Program Officer will review three case management files during the Annual Administrative site visit to ensure that the Ages & Stages Questionnaire Social Emotional Second Edition (ASQ:SE-2) is included in the files.
- Program Officer will review one center-based file during the Annual Administrative site visit to ensure that the photo release form is included.

Suggestions (A suggestion is not monitored for completion and will not become a formal recommendation at the next Annual Administrative Review.)

- Program Officer suggested that the Family Care Plan form is also used for the center-based files to capture goals set for the children. Currently the Family Care Plan form is used for the home-based children.
- Program Officer suggested that the Supervisor and Case Manager attend the Home Visiting meetings coordinated by First 5 Kern.
- Program Officer will follow-up with Kern Early Stars regarding on boarding the East Kern Family Resource Center.
- Program Officer shared information regarding the Help Me Grow Kern County and 2-1-1 programs.

Additional Comments (Add any additional comments not captured above.)

- Supervisor shared that the East Kern Family Resource Center is now on the Unite Us platform and ready to receive referrals.

Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)				
Fiscal Year:	☐ 2020-21	☒ 2021-22	☐ 2022-23	☐ 2023-24	☐ 2024-25
Date:	09/28/2021		Case File Number: 77672		
Program Officer	Analay Martinez				

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments				
Family Stability Rubric	☒	☐	☐	
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire-SE 2	☐	☒	☐	No ASQ:SE2
Adult-Adolescent Parenting Inventory-2	☐	☒	☐	
Nurturing Parenting Community-Based	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK
Case Notes				
Dates of contact with participant	☒	☐	☐	
List of services provided	☒	☐	☐	
Referrals (copy or list of referrals given)	☒	☐	☐	
Written in third person	☒	☐	☐	
Supervisor Tracking Sheet	☒	☐	☐	
Date last reviewed by program supervisor	(mm/dd/yyyy)		9/24/21	

Family Care Plan	Yes	No	N/A	Comments
Family Care Plan	☒	☐	☐	
Signed by case manager	☒	☐	☐	
Signed by parent/guardian	☒	☐	☐	

S.M.A.R.T Goals												
Number of goals:												
	Goal 1 Objectives				Goal 2 Objectives				Goal 3 Objectives			
Specific	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Measureable	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Attainable	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Realistic	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Timely	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Comments:												
Need to work on SMART Goals.												

Based on the file review are there any Next Steps to add to the Fall Site Visit Report?	☒ Yes	☐ No
Based on the file review are there any Suggestions to add to the Fall Site Visit Report?	☒ Yes	☐ No

Case Management File Review

Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)				
Fiscal Year:	☐ 2020-21	☒ 2021-22	☐ 2022-23	☐ 2023-24	☐ 2024-25
Date:	09/28/2021		Case File Number: 78557		
Program Officer	Analay Martinez				

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments				
Family Stability Rubric	☒	☐	☐	
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire-SE:2	☐	☒	☐	no ASQ:SE-2
Adult-Adolescent Parenting Inventory-2	☐	☒	☐	
Nurturing Parenting Community-Based	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK Consent
Case Notes				
Dates of contact with participant	☒	☐	☐	
List of services provided	☒	☐	☐	
Referrals (copy or list of referrals given)	☒	☐	☐	
Written in third person	☒	☐	☐	
Supervisor Tracking Sheet	☒	☐	☐	
Date last reviewed by program supervisor	(mm/dd/yy)		9/14/21	

Family Care Plan	Yes	No	N/A	Comments
Family Care Plan	☒	☐	☐	
Signed by case manager	☒	☐	☐	
Signed by parent/guardian	☒	☐	☐	

S.M.A.R.T Goals												
Number of goals:												
	Goal 1 Objectives				Goal 2 Objectives				Goal 3 Objectives			
Specific	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Measureable	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Attainable	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Realistic	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Timely	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Comments: Need to work on SMART goals,												

Based on the file review are there any Next Steps to add to the Fall Site Visit Report?	☒ Yes	☐ No
Based on the file review are there any Suggestions to add to the Fall Site Visit Report?	☒ Yes	☐ No

Program Title: East Kern Family Resource Center (Community Action Partnership of Kern)
Fiscal Year: ☐ 2020-21 ☒ 2021-22 ☐ 2022-23 ☐ 2023-24 ☐ 2024-25
Date: 09/28/2021 **Case File Number:** 607*
Program Officer: Analay Martinez

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments				
Family Stability Rubric	☒	☐	☐	
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire-SE:2	☒	☒	☐	no ASD:SE-2
Adult-Adolescent Parenting Inventory-2	☐	☒	☐	
Nurturing Parenting Community-Based	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK consent
Case Notes				
Dates of contact with participant	☒	☐	☐	
List of services provided	☒	☐	☐	
Referrals (copy or list of referrals given)	☒	☐	☐	
Written in third person	☒	☐	☐	
Supervisor Tracking Sheet	☒	☐	☐	
Date last reviewed by program supervisor	(mm/dd/yy)			9/27/21

Family Care Plan	Yes	No	N/A	Comments
Family Care Plan	☒	☐	☐	
Signed by case manager	☒	☐	☐	
Signed by parent/guardian	☒	☐	☐	

S.M.A.R.T Goals												
Number of goals:												
	Goal 1 Objectives				Goal 2 Objectives				Goal 3 Objectives			
Specific	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Measureable	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Attainable	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Realistic	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Timely	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Comments: Need to work on SMART Goals.												

Based on the file review are there any Next Steps to add to the Fall Site Visit Report?	☒ Yes	☐ No
Based on the file review are there any Suggestions to add to the Fall Site Visit Report?	☒ Yes	☐ No



File Review

File Review:	☒ Center-Based	☐ Home-Based
Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)	
Fiscal Year:	☐ 2020-21	☒ 2021-22
	☐ 2022-23	☐ 2023-24
	☐ 2024-25	
Date:	09/28/2021	Case File Number: 78364
Program Officer	Analy Martinez	

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments				
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire-SE 2	☐	☐	☒	ASQ:SE-2 (not for CB)
Desired Results Developmental Profile	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK Consent Form
Case Notes				
Dates of contact with participant listed	☒	☐	☐	
List of services provided	☐	☐	☒	
Referrals (copy or list of referrals provided)	☐	☐	☒	
Supervisor Tracking Sheet	☒	☐	☐	
Written in third person	☒	☐	☐	
Date last reviewed by program supervisor	9/27/21			

Developmental Plan	Yes	No	N/A	Comments
Steps to achieving goals	☒	☐	☐	Family Care Plan
Target dates for goals	☒	☐	☐	

Based on file review are there Next Steps to add to the Fall Site Visit Report?	☐ Yes	☒ No
Based on file review are there Suggestions to add to the Fall Site Visit Report?	☐ Yes	☒ No

FSR Form

Add ASQ:SE-2 to ~~legend~~ not for Center-Based
only cm children.



File Review

File Review:	☒ Center-Based	☐ Home-Based			
Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)				
Fiscal Year:	☐ 2020-21	☒ 2021-22	☐ 2022-23	☐ 2023-24	☐ 2024-25
Date:	09/28/2021		Case File Number: 79545		
Program Officer	Analy Martinez				

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments-				
Ages and Stages Questionnaire-3	☒	☐	☐	Child scored in the Black
Ages and Stages Questionnaire-SE:2	☐	☐	☒	
Desired Results Developmental Profile	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK Consent
Case Notes				
Dates of contact with participant listed	☒	☐	☐	
List of services provided	☐	☐	☒	
Referrals (copy or list of referrals provided)	☐	☐	☒	
Supervisor Tracking Sheet	☒	☐	☐	
Written in third person	☒	☐	☐	
Date last reviewed by program supervisor	9/27/21			

Developmental Plan	Yes	No	N/A	Comments
Steps to achieving goals	☒	☐	☐	Family Care Plan
Target dates for goals	☒	☐	☐	

Based on file review are there Next Steps to add to the Fall Site Visit Report?	☐ Yes	☒ No
Based on file review are there Suggestions to add to the Fall Site Visit Report?	☐ Yes	☒ No

FSR Form



File Review

File Review:	☒ Center-Based	☐ Home-Based			
Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)				
Fiscal Year:	☐ 2020-21	☒ 2021-22	☐ 2022-23	☐ 2023-24	☐ 2024-25
Date:	09/28/2021		Case File Number: 80175		
Program Officer	Analy Martinez				

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☐	☒	☐	Missing F5K-photo release
Assessments				
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire-SE 2	☐	☒	☒	
Desired Results Developmental Profile	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK Consent form
Case Notes				
Dates of contact with participant listed	☒	☐	☐	
List of services provided	☐	☐	☒	
Referrals (copy or list of referrals provided)	☐	☐	☒	
Supervisor Tracking Sheet	☒	☐	☐	
Written in third person	☒	☐	☐	
Date last reviewed by program supervisor	9/27/21			

Developmental Plan	Yes	No	N/A	Comments
Steps to achieving goals	☒	☐	☐	Family Care Plan
Target dates for goals	☒	☐	☐	

Based on file review are there Next Steps to add to the Fall Site Visit Report?	☒ Yes	☐ No
Based on file review are there Suggestions to add to the Fall Site Visit Report?	☐ Yes	☒ No

FSR Form
Missing F5K Photo release form.



File Review

File Review:	☐ Center-Based	☒ Home-Based
Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)	
Fiscal Year:	☐ 2020-21	☒ 2021-22 ☐ 2022-23 ☐ 2023-24 ☐ 2024-25
Date:	09/28/2021	Case File Number: 78353
Program Officer	Analy Martinez	

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments				
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire-SE:2	☐	☒	☐	
Desired Results Developmental Profile	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK consent
Case Notes				
Dates of contact with participant listed	☒	☐	☐	
List of services provided	☒	☐	☐	Add dates
Referrals (copy or list of referrals provided)	☒	☐	☐	
Supervisor Tracking Sheet	☒	☐	☐	
Written in third person	☒	☐	☐	
Date last reviewed by program supervisor				9/16/21

Developmental Plan	Yes	No	N/A	Comments
Steps to achieving goals	☒	☐	☐	Family Care Plan
Target dates for goals	☒	☐	☐	

Based on file review are there Next Steps to add to the Fall Site Visit Report?	☐ Yes	☒ No
Based on file review are there Suggestions to add to the Fall Site Visit Report?	☐ Yes	☒ No

FSR Form
Family Service Plan, goals.



File Review

File Review:	☐ Center-Based	☒ Home-Based
Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)	
Fiscal Year:	☐ 2020-21	☒ 2021-22 ☐ 2022-23 ☐ 2023-24 ☐ 2024-25
Date:	09/28/2021	Case File Number: 79001
Program Officer	Analy Martinez	

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments				
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire SE 2	☐	☒	☐	
Desired Results Developmental Profile	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK Consent
Case Notes				
Dates of contact with participant listed	☒	☐	☐	
List of services provided	☒	☐	☐	
Referrals (copy or list of referrals provided)	☒	☐	☐	
Supervisor Tracking Sheet	☒	☐	☐	
Written in third person	☒	☐	☐	
Date last reviewed by program supervisor				9/16/21

Developmental Plan	Yes	No	N/A	Comments
Steps to achieving goals	☒	☐	☐	Family Care Plan
Target dates for goals	☒	☐	☐	

Based on file review are there Next Steps to add to the Fall Site Visit Report?	☐ Yes	☒ No
Based on file review are there Suggestions to add to the Fall Site Visit Report?	☐ Yes	☒ No

FSR Form
Family Service Plan, goals



File Review

File Review:	☐ Center-Based	☒ Home-Based
Program Title:	East Kern Family Resource Center (Community Action Partnership of Kern)	
Fiscal Year:	☐ 2020-21	☒ 2021-22 ☐ 2022-23 ☐ 2023-24 ☐ 2024-25
Date:	09/28/2021	Case File Number: 75190
Program Officer	Analy Martinez	

File Organization	Yes	No	N/A	Comments
Table of Contents/Legend	☒	☐	☐	
Sections easily distinguished/located	☒	☐	☐	
First 5 Kern Intake Forms				
Informed Consent	☒	☐	☐	
Family Demographics	☒	☐	☐	
Birth Survey	☒	☐	☐	
Core Data Elements	☒	☐	☐	
Photo Release Form	☒	☐	☐	
Assessments				
Ages and Stages Questionnaire-3	☒	☐	☐	
Ages and Stages Questionnaire-SE:2	☐	☒	☐	no ASD:SE-2
Desired Results Developmental Profile	☐	☐	☒	
Other forms (specify):	☒	☐	☐	CAPK Consent form.
Case Notes				
Dates of contact with participant listed	☒	☐	☐	
List of services provided	☒	☐	☐	
Referrals (copy or list of referrals provided)	☐	☒	☐	
Supervisor Tracking Sheet	☒	☐	☐	
Written in third person	☒	☐	☐	
Date last reviewed by program supervisor	9/16/21			

Developmental Plan	Yes	No	N/A	Comments
Steps to achieving goals	☒	☐	☐	Family Care Plan
Target dates for goals	☒	☐	☐	

Based on file review are there Next Steps to add to the Fall Site Visit Report?	☒ Yes	☐ No
Based on file review are there Suggestions to add to the Fall Site Visit Report?	☐ Yes	☒ No



MEMORANDUM

To: Audit & Pension Committee
Tracy Webster
From: Tracy Webster, Chief Financial Officer
Date: Thursday, August 19, 2021
Subject: *Agenda Item 5(e)*: Food Bank Internal Audit Summary - **Info Item**

In accordance with standard auditing best practices and ensure accurate representation, the CAPK Finance team conducted an internal audit of the Food Bank on June 11, 2021. During the audit, the team collected all relevant data and interviewed program staff. Documents were compiled by program staff and reviewed by the Finance team. The Finance team reviewed and analyzed the provided documentation.

After the audit was complete, the following areas were identified as areas of improvements:

- Tone at the Top
- Donation Management
- Project Management - Software Implementation
- Financial Internal Controls
- Accounts Receivable

The Finance team offered recommendations for improvement for each of these categories. The report was reviewed with CAPK program leadership. Accordingly, program leadership has compiled a plan of action to improve the areas of improvement. The Finance team will schedule a follow up audit in approximately 6 months to measure progress.

The plan of action generally includes the following strategies:

- Leadership engagement and staff training
- New policies on donation management and inventory
- Improvements on the timeline and deliverables with respect to the implementation of Primarius
- Revisions to the internal control structure at the Food Bank
- Revised policies and procedures with respect to Food Bank billing and accounts receivable

CAPK leadership is dedicated to continuous improvement and transparency. Accordingly, the Finance team is dedicated to conducting programmatic internal audits for programs that have fiduciary risk associated with their daily activities.



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

September 10, 2021

Ms. Lorna Speight, RD
WIC Program Manager
Community Action Partnership of Kern
5005 Business Park N.
Bakersfield, CA 93309

Dear Ms. Speight,

The California Department of Public Health/Women, Infants and Children Division (CDPH/WIC) completed a biennial program monitoring review of your agency on December 10, 2020. The results of this review were summarized in a Letter of Findings sent to Community Action Partnership of Kern on December 23, 2020. There was one Area for Required Action (ARA). Your Corrective Action Plan (CAP) to address the ARA was due by February 22, 2021, and it was received by CDPH/WIC on February 1, 2021.

A CAP implementation review has been conducted to confirm whether the proposed actions in your CAP have been successfully completed. The outcome of the review is as follows:

Proposed Action: Yearly completion of an approved Annual Public Outreach Announcement (APOA) and retention of verification documents.

Confirmed: An Annual Public Outreach Announcement (APOA) for 2021 was submitted and approved by the CDPH/WIC Outreach Unit in February of 2021. The APOA was executed in March and April of 2021 and verification documents were provided to CDPH/WIC.

We have concluded that the proposed corrective actions were fully implemented, and the Area for Required Action has been satisfactorily resolved. Thank you for taking the necessary steps to achieve program compliance.



CDPH Women, Infants and Children (WIC) Division
3901 Lennane Drive MS 8600 Sacramento, CA 95834
P.O. Box 997375 MS 8600 Sacramento, CA 95899-7375
(916) 928-8500 [Division Website](http://www.wicworks.ca.gov) (www.wicworks.ca.gov)



Ms. Lorna Speight
Page 2
September 10, 2021

If you have any questions, please contact your Nutrition Consultant, Trish Kearney, at 916-928-8859.

Sincerely,

A handwritten signature in blue ink that reads "Jared Garbutt". The signature is fluid and cursive, with the first name "Jared" being more prominent than the last name "Garbutt".

Jared Garbutt, MPH, RD, Chief
Bay and Central Section, Local Services Branch
Women, Infants and Children (WIC) Division
California Department of Public Health

cc: Mr. Jeremy T. Tobias
Chief Executive Officer
Community Action Partnership of Kern
jtobias@capk.org



DATE	November 10, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 198 922 740#

Budget & Finance Committee Minutes

Per Governor's Executive Order N-2920, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

1. Call to Order

Committee Chair Janea Benton called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. Roll Call

Roll call was taken with a quorum present.

Present: Janea Benton, Jonathan Mullings (joined at 12:06 pm), Fred Plane, Ana Vigil

Absent: Guadalupe Perez

Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Traco Matthews, Chief Program Officer; Lorraine Casillas, Director of Finance; Yolanda Gonzales, Director of Head Start/State Child Development; Freddy Hernandez, Director of Youth & Community Services; Emilio Wagner, Director of Operations; other CAPK staff

3. Public Comments

No one addressed the Committee.

4. New Business

- a. Head Start / Early Head Start Budget to Actual Reports for October 2021 – Heather McCarley, Finance Administrator – **Info Item**

Heather McCarley presented the above informational reports to the Committee.

- b. Budget Increase for the CalFresh Healthy Living Program – Alejandra Morales, CalFresh Healthy Living Program Administrator – **Action Item**

Alejandra Morales advised the Committee that there has been an \$95,549.45 increase in funding allocated for the three existing CalFresh Healthy Living subcontracts as a result of carry-over funds from Fiscal Year 2021.

Motion was made and seconded approve staff's recommendation. Carried by unanimous vote (Plane/Vigil).

- c. County of Kern CDBG Food Bank Expansion Project Agreement with Resolution – Emilio Wagner, Director of Operations – **Action Item**

Emilio Wagner reported that \$916,586 was awarded from the County Community Development Block Grant (CDBG) to assist with the expansion of the Food Bank and requested approval, with Resolution, to authorize the Chief Executive Officer to execute the agreement and any subsequent agreements throughout the duration of the contract term.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Vigil).

- d. Resolution to Approve the Submission of the 2021 Community Services Block Grant (CSBG) Contract Number 22F-5015 from the Department of Community Services and Development – **Info Item**

Pritika Ram advised the Committee that the CSBG Contract Number 22F-5015 was received and is being presented as an info item to the Committee as there was not sufficient time to complete the budget detail for approval. Pritika explained that this item will be presented to the full Board as an action item at the November 17, 2021 meeting.

- e. Unrestricted Fund Balance Transfer PY 2020-21 – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster requested approval to transfer \$851,717.52 from the Indirect Fund to the Discretionary Fund. Additionally, the Food Bank and 211 programs have unrestricted sources of funding and have accumulated surplus funds in the amount of \$1,000,000 from the Food Bank, and \$371,000 from 211, for a total of \$2,222,717.52, and approval is requested to transfer the surplus funds from the Food Bank and 211 to the Discretionary Fund.

Janea Benton asked if the unrestricted funds had been identified prior to this request to transfer funds from the Food Bank and 211 programs. Tracy Webster said that staff has been watching the balances build over time, and feels it is time to initiate the transfer to the Discretionary Fund. Janea followed up with a question, asking what checks and balances are in place prior to transferring the funds. Tracy said that staff has consulted with our Auditors and with Wipfli consulting, and both agreed with the proposed transfer.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Mullings).

- f. October 2021 Financial Statements – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster reported that it was not necessary to use the line of credit in October, and with the current balance of the Discretionary Fund, we are able to sustain an adequate unrestricted cash balance to cover programs that have a negative balance. Tracy also reported on the status of the Central Kitchen and said that the expenditures are at 72.5% and the USDA revenue is at 44.2%. Due to COVID-19, Central Kitchen is unable to serve the same level of meals for the Head Start Program. The gap will be picked up by Head Start funds, and a reimbursement is expected.

Tracy announced that the Finance Division is currently recruiting for a Staff Accountant. Tracy also advised the Committee that the Director of Finance, Lorraine Casillas, has given notice that she will vacate her position by the end of the month for a move to a new opportunity in Arizona. Recruitment for her replacement will begin soon.

The agency expenditures are at 56% for the year and the Indirect Fund budget to actual report for October shows the revenue is deficit expenditures by \$232,999, which is -36.8% of the budgeted indirect surplus. The overall expenditures are 64.9% of the budget and matches the target of 66.7% at month 8 of the 12-month period.

Janea Benton expressed her gratitude to Lorraine Casillas for her contributions to CAPK and wished her well in her new endeavors.

Janea Benton also asked about the plan for the Wells Fargo line of credit going forward, given we have not had to use the funds this year in 2021.

Tracy Webster said that staff has already reduced the amount of the line of credit. However, given the large projects pending, such as the Food Bank Expansion, Tracy recommended that we continue with the line of credit in the event a contract is slow to pay.

Jeremy Tobias added that in years past, with the unrestricted fund balance lower, we used the line of credit on almost a monthly basis. Now that our Discretionary Fund balance is much higher, we have not had the need. Jeremy said however, it is also a nice insurance policy to have in place and with the Food Bank construction project coming up it can add a layer of uncertainty with cash flow, so it is recommended to keep the existing \$1.5 million line of credit in place.

Janea Benton asked about the Foundation Budget, and noticed the deficit is growing in small increments. Janea asked Fred Plane, a member of the Foundation Board, to comment. Fred Plane said that the Board structure is set up similar to the CAPK Board and the members are kept abreast of the financial status. Fred also said that once the new Director of Development is hired, the fundraising will begin, and it is expected to balance out the deficit.

Motion was made and seconded to approve the October 2021 Financial Statements. Carried by unanimous vote (Vigil/Plane)

5. Committee Member Comments

No comments.

6. Next Scheduled Meeting

Budget & Finance Committee
12:00 pm
To be determined
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:39 pm.



MEMORANDUM

To: Budget and Finance Committee
From: *Heather McCarley*
Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Head Start - Kern*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the third-year budget period is March 1, 2021 through February 28, 2022.

The following are highlights of the Kern Head Start Budget to Actual Report for the period of March 1, 2021 through October 31, 2021. Eight months (66.67%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 60% of the budget, which is slightly greater than expenditures at this point in the prior budget period.

Training & Technical Assistance Funds

Overall expenditures are at 72% of the budget.

Carryover Funds

Overall expenditures are at 43% of the budget.

COVID Cares Funds

Overall expenditures are at 74% of the budget.

Non-Federal Share (Head Start and Early Head Start combined)

Non-Federal share is at 72% of the budget.

Community Action Partnership of Kern

Head Start - Kern

Budget to Actual Report

Budget Period: March 1, 2021 - February 28, 2022

Report Period: March 1, 2021 - October 31, 2021

Month 8 of 12 (66.67%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,000,522	5,509,705	4,490,817	55%	45%
FRINGE BENEFITS	2,787,432	1,689,522	1,097,910	61%	39%
TRAVEL	0	232	(232)		
EQUIPMENT	0	0	0		
SUPPLIES	733,439	293,094	440,345	40%	60%
CONTRACTUAL	148,506	71,768	76,738	48%	52%
CONSTRUCTION	0	0	0		
OTHER	2,748,825	2,238,294	510,531	81%	19%
INDIRECT	1,583,809	974,243	609,566	62%	38%
TOTAL BASE FUNDING	18,002,533	10,776,859	7,225,674	60%	40%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	11,872	30,032	28%	72%
SUPPLIES	23,986	19,750	4,236	82%	18%
CONTRACTUAL	22,800	26,944	(4,144)	118%	-18%
OTHER	72,752	58,560	14,192	80%	20%
INDIRECT	16,144	11,512	4,632	71%	29%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	128,639	48,947	72%	28%

CARRYOVER

SUPPLIES	2,294		2,294	0%	100%
CONTRACTUAL	15,000		15,000	0%	100%
CONSTRUCTION	2,276,903	1,096,229	1,180,674	48%	52%
OTHER	20,000	0			
INDIRECT	231,443	0	231,443		
TOTAL CARRYOVER	2,545,640	1,096,229	1,429,411	43%	57%

COVID CARES

PERSONNEL		80,843	(80,843)		
FRINGE BENEFITS		52,540	(52,540)		
SUPPLIES	295,335	139,291	156,043		
OTHER	155,558	60,699	94,859		
INDIRECT	46,675	33,195	13,480		
TOTAL COVID CARES	497,567	366,569	130,998	74%	26%

GRAND TOTAL HS FEDERAL FUNDS	21,223,326	12,368,297	8,835,029	58%	42%
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HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	1,042,837	524,801	67%	33%
CALIF DEPT OF ED	5,193,619	3,819,972	1,373,647	74%	26%
TOTAL NON-FEDERAL	6,761,257	4,862,809	1,898,448	72%	28%

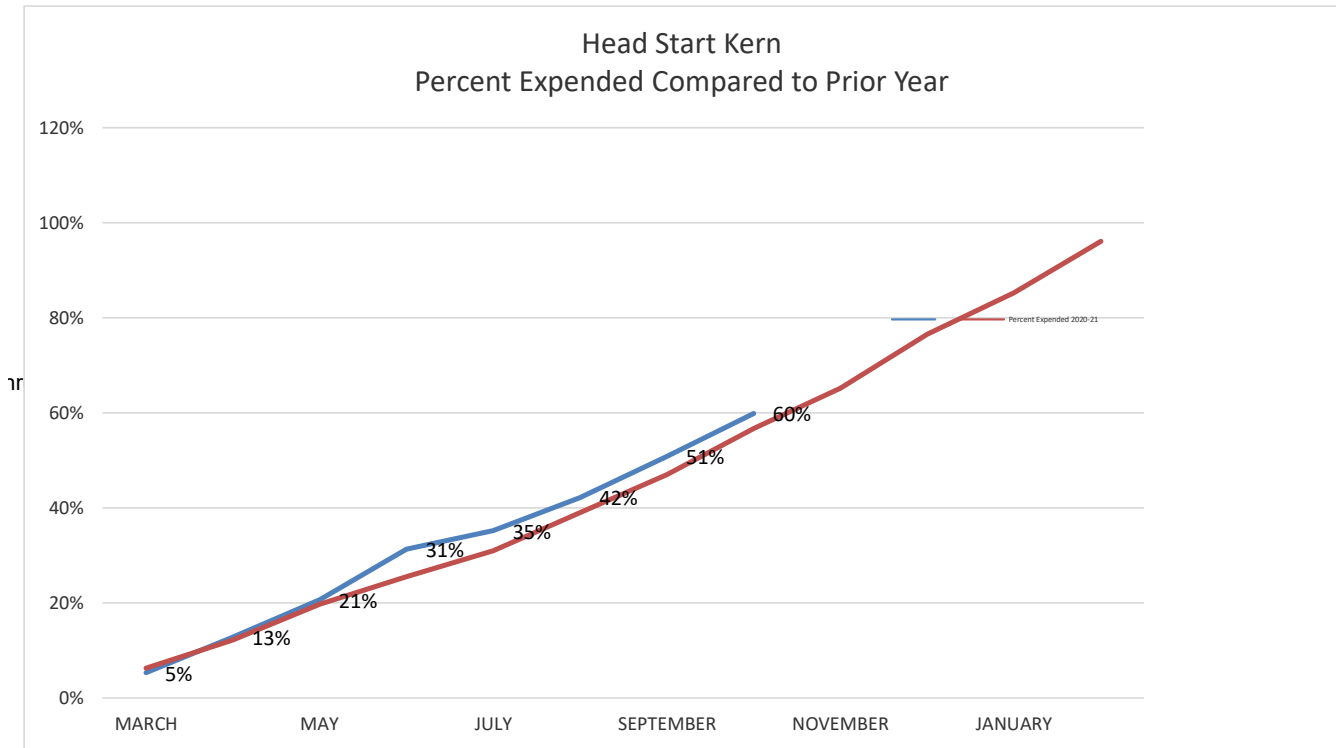
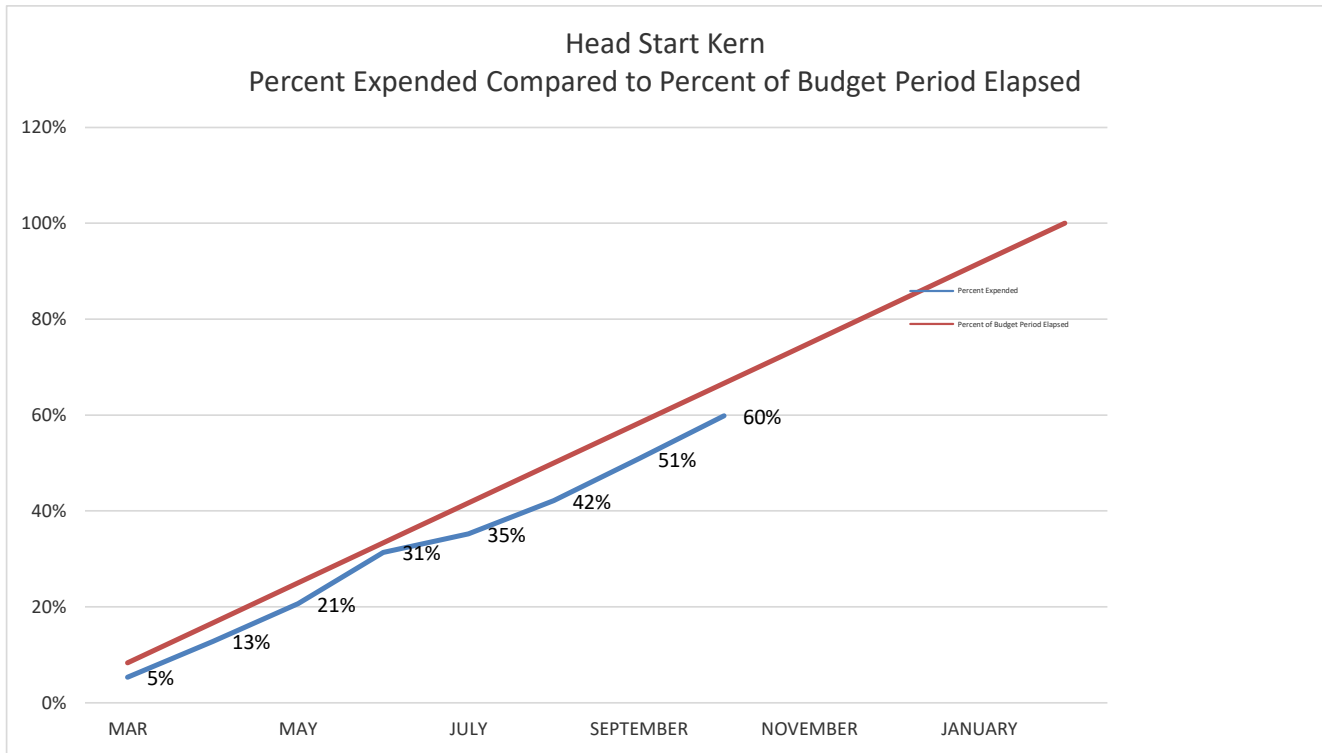
Budget reflects Notice of Award #09CH011132-03-01

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

Administrative Cost for HS and EHS Kern 7.0%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	10,093				10,093	11/3/2021
Lowe's	829.16				829.00	11/1/2021
Smart & Final	150.36				150	11/1/2021
Save Mart	2,901.87				2,902	10/6/2021
Chevron & Texaco Business Card	9,803				9,803	11/6/2021
Home Depot	2,186				2,186	11/1/2021
	25,964	0	0	0	25,963	





MEMORANDUM

To: Budget and Finance Committee
From: 
Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Early Head Start - Kern*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the third-year budget period is March 1, 2021 through February 28, 2022.

The following are highlights of the Kern Early Head Start Budget to Actual Report for the period of March 1, 2021 through October 31, 2021. Eight months (66.67%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 51% of the budget, which is on trend with where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 55% of the budget.

Carryover Funds

Overall expenditures are at 2% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Community Action Partnership of Kern
Early Head Start - Kern
Budget to Actual Report
Budget Period: March 1, 2021 - February 28, 2022
Report Period: March 1, 2021 - October 31, 2021
 Month 8 of 12 (66.67%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	5,021,133	2,675,895	2,345,238	53%	47%
FRINGE BENEFITS	1,751,175	759,001	992,174	43%	57%
TRAVEL	0	77	(77)		
EQUIPMENT	0	0	0		
SUPPLIES	483,444	171,867	311,577	36%	64%
CONTRACTUAL	36,432	26,492	9,941	73%	27%
CONSTRUCTION	0	0	0		
OTHER	920,158	553,372	366,786	60%	40%
INDIRECT	809,704	393,190	416,514	49%	51%
TOTAL BASE FUNDING	9,022,046	4,579,894	4,442,152	51%	49%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	32,253	5,094	27,159	16%	84%
SUPPLIES	6,807	6,607	200	97%	3%
CONTRACTUAL	11,412	48,881	(37,469)	428%	-328%
OTHER	102,788	23,802	78,986	23%	77%
INDIRECT	15,326	8,374	6,952	55%	45%
TOTAL TRAINING & TECHNICAL ASSISTANCE	168,586	92,758	75,828	55%	45%

CARRYOVER

SUPPLIES			0	#DIV/0!	#DIV/0!
CONTRACTUAL			0	#DIV/0!	#DIV/0!
CONSTRUCTION	4,208,158	65,012	4,143,146	2%	98%
OTHER		0	0		
INDIRECT	117,543	2,607	114,936		
TOTAL CARRYOVER	4,325,701	67,618	4,258,083	2%	98%

COVID CARES

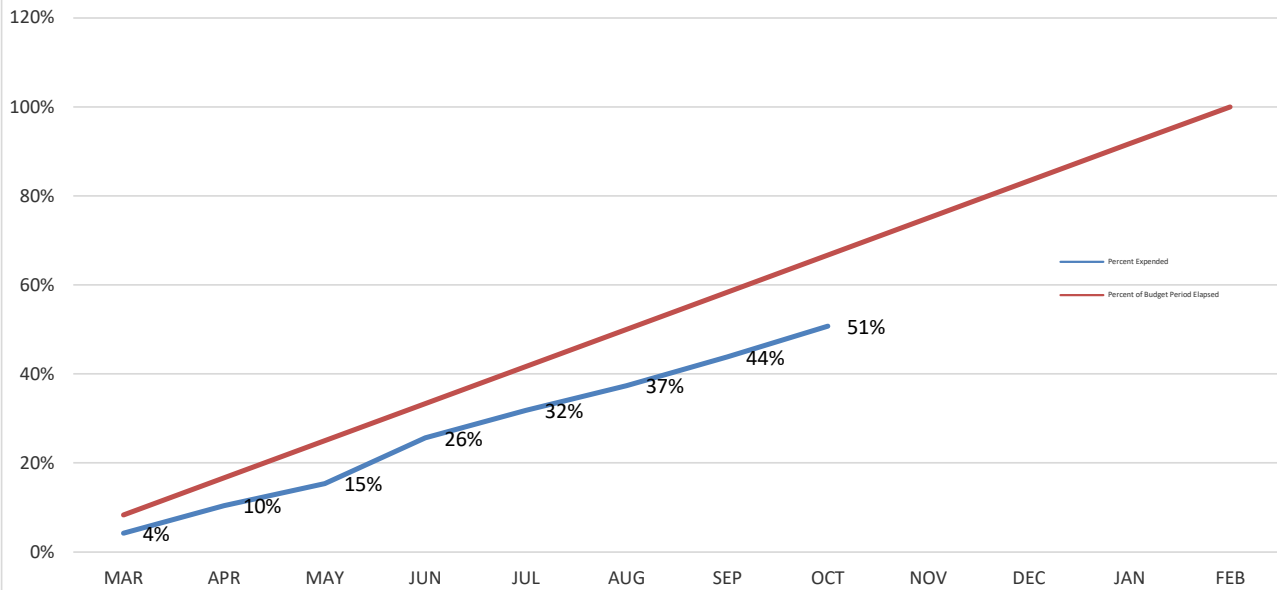
PERSONNEL		35,102	(35,102)		
FRINGE BENEFITS		28,570	(28,570)		
SUPPLIES	66,921	182	66,739	0%	100%
OTHER	18,194	19,457	(1,263)	107%	-7%
INDIRECT	9,068	11,103	(2,035)		
TOTAL COVID CARES	94,182	94,413	(231)	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	13,610,515	4,834,684	8,775,831	36%	64%
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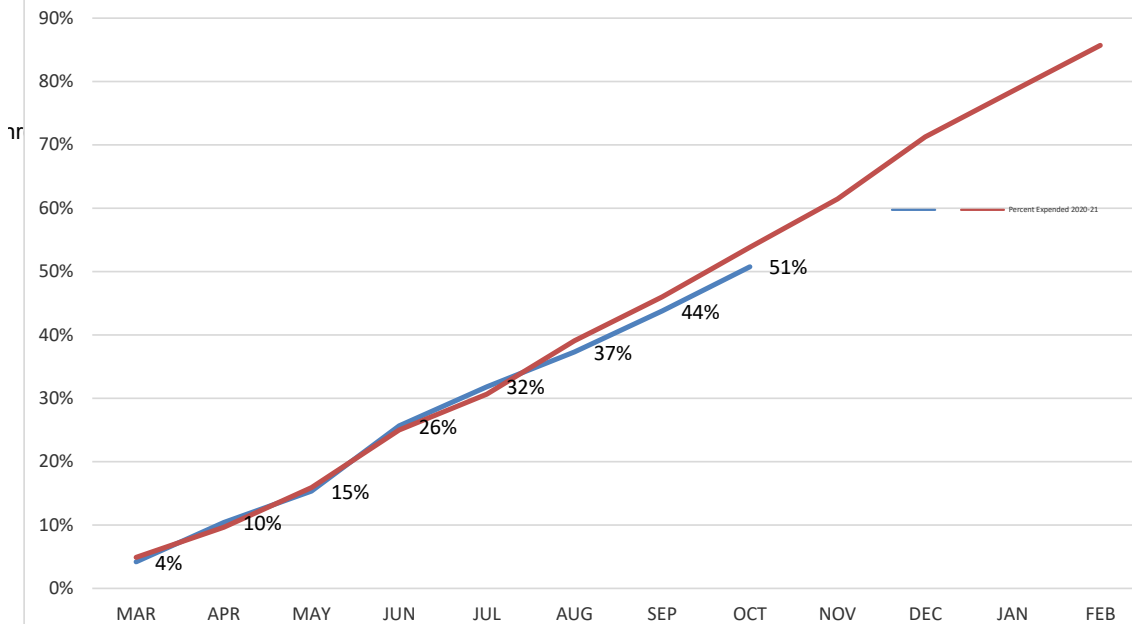
Budget reflects Notice of Award #09CH011132-03-01

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

Early Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed



Early Head Start Kern
Percent Expended Compared to Prior Year



Community Action Partnership of Kern
Head Start and Early Head Start Kern
Year-to-Date Non-Federal Share and In-Kind Report
 Budget Period: March 1, 2021 through February 28, 2022
 Report for period ending **October 31, 2021** (Month 8 of
 12) **Percent of budget period elapsed: 66.67%**

Page 1 of 1

LOCATION	Enroll- ment	March	April	May	June	July	Aug	Sep	Oct	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	3,806	3,344	1,604	832	0	603	802	0	10,990	40,535	27%
Alicante	20	2,759	2,527	2,754	3,695	1,994	2,133	5,351	0	21,213	20,268	105%
Angela Martinez	60	1,682	5,056	1,604	2,212	2,609	2,319	3,200	0	18,683	60,803	31%
Broadway	40	9,072	8,492	6,658	0	0	830	2,173	0	27,225	40,535	67%
California City	34	7,983	7,727	3,833	0	0	492	136	0	20,171	34,455	59%
Cleo Foran	23	15,779	14,629	14,352	12,627	8,483	6,362	2,869	0	75,101	23,308	322%
Delano	76	19,953	21,082	15,436	8,265	7,463	4,163	8,456	0	84,818	77,017	110%
East California	52	14,322	16,129	16,718	15,278	15,044	8,892	11,949	0	98,332	52,696	187%
Fairfax	40	8,429	9,246	5,856	0	0	1,691	4,415	0	29,638	40,535	73%
Fairview	40	7,209	8,499	5,236	5,291	4,000	1,870	6,824	0	38,930	40,535	96%
Harvey L. Hall	156	11,773	13,555	13,824	9,064	6,858	6,493	9,078	0	70,644	158,087	45%
Heritage	20	5,914	6,825	3,362	0	0	397	1,669	0	18,167	20,268	90%
Home Base	123	12,960	10,178	8,707	6,057	7,221	5,523	2,389	0	53,035	62,323	85%
Lamont	20	3,352	4,009	406	1,055	1,485	0	133	0	10,439	20,268	52%
Martha J. Morgan	72	8,319	7,861	7,623	5,287	5,843	2,106	4,548	0	41,587	72,963	57%
McFarland	20	2,099	2,182	1,391	0	0	985	3,281	0	9,938	20,268	49%
Mojave	20	7,890	10,296	5,212	0	0	0	0	0	23,397	20,268	115%
Oasis	60	5,094	7,534	5,183	4,325	3,895	2,209	2,798	0	31,038	60,803	51%
Pete H. Parra	128	9,302	10,728	9,209	0	0	0	5,246	0	34,484	129,713	27%
Planz	20	0	1,168	0	0	0	0	781	0	1,949	20,268	10%
Primeros Pasos	78	13,394	9,779	8,252	2,597	3,316	2,902	3,884	0	44,124	79,044	56%
Rosamond	80	5,024	6,643	2,972	1,649	0	0	51	0	16,340	81,070	20%
San Diego Street	40	2,566	2,282	2,970	2,501	1,709	3,549	3,841	0	19,419	40,535	48%
Seibert	40	0	0	0	0	0	0	0	0	0	40,535	0%
Shafter	20	3,661	2,948	2,292	1,198	0	2,607	5,966	0	18,672	20,268	92%
Shafter HS/EHS	25	1,137	2,606	2,500	2,453	2,067	2,227	2,323	0	15,313	25,334	60%
Sterling	124	7,380	8,415	7,493	8,090	7,700	4,023	3,256	0	46,357	125,659	37%
Sunrise Villa	20	2,328	1,874	651	1,718	0	971	1,492	0	9,035	20,268	45%
Taft	63	4,500	5,261	3,946	0	0	430	1,517	0	15,655	63,843	25%
Tehachapi	34	2,181	0	0	0	0	0	1,084	0	3,265	34,455	9%
Vineland	20	4,160	2,420	923	1,009	1,100	609	1,214	0	11,435	20,268	56%
Virginia	40	3,948	4,743	3,377	0	0	764	5,433	0	18,265	40,535	45%
Wesley	60	27,407	27,036	13,247	0	0	2,892	6,035	0	76,618	60,803	126%
Willow	55	5,130	4,162	2,753	0	0	762	826	0	13,633	55,736	24%
Administrative Services		0	0	0	0	0	0	0	0	0	0	NA
Governance		0	0	0	0	0	0	0	0	0	15,000	
Program Services	23	130	119	10,127	0	0	6,907	0	0	17,306	74,265	23%
SUBTOTAL IN-KIND	1,763	240,533	249,365	180,465	105,331	80,788	68,803	119,928	0	1,045,214	1,813,530	58%

State General Child Care*	218,706	214,532	221,798	216,097	167,020	182,708	187,329	199,701	1,607,890	2,821,834	57%
State Preschool*	395,510	387,783	334,094	184,445	165,206	155,454	233,778	301,417	2,157,687	3,865,832	56%
State Migrant Child Care*	9,413	9,710	9,016	9,016	4,013	4,161	4,756	4,310	54,395	125,833	43%
SUBTOTAL CA DEPT of ED	623,628	612,025	564,909	409,558	336,238	342,324	425,863	505,427	3,819,972	6,813,499	56%

GRAND TOTAL **864,161** **861,390** **745,374** **514,889** **417,026** **411,127** **545,791** **505,427** **4,865,186** **8,627,029** **56%**

*May include estimates



MEMORANDUM

To: Budget and Finance Committee
Heather McCarley
From: Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Early Head Start – San Joaquin*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021 through October 31, 2021. Nine months (75.0%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 63% of the budget, which is slightly below where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 81% of the budget. The combined personnel and fringe benefit expenses are at 75% of this budget.

Carryover Funds

Overall expenditures are at 0% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

Non-Federal share is at 100% of the budget.

**Community Action Partnership of Kern
Early Head Start - San Joaquin County
Budget to Actual Report**

Budget Period: February 1, 2021 - January 31, 2022

Report Period: February 1, 2021 - October 31, 2021

Month 9 of 12 (75.0%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,239,569	2,006,590	1,232,979	62%	38%
FRINGE BENEFITS	913,403	515,060	398,343	56%	44%
TRAVEL	0	13,079	(13,079)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	130,220	87,147	43,073	67%	33%
CONTRACTUAL	9,500	12,366	(2,866)	130%	-30%
OTHER	720,292	540,409	179,883	75%	25%
INDIRECT	498,077	299,864	198,213	60%	40%
TOTAL	5,556,061	3,505,705	2,050,356	63%	37%

TRAINING & TECHNICAL ASSISTANCE FUNDS

PERSONNEL	49,670	36,879	12,791	74%	26%
FRINGE BENEFITS	21,950	16,426	5,524	75%	25%
TRAVEL	3,260	3,859	(599)	118%	-18%
SUPPLIES	6,815	2,138	4,677	31%	69%
CONTRACTUAL	7,345	8,100	(755)	110%	-10%
OTHER	19,301	20,465	(1,164)	106%	-6%
INDIRECT	10,834	8,552	2,282	79%	21%
TOTAL	119,175	96,419	22,756	81%	19%

CARRYOVER

EQUIPMENT	21,035	0	21,035	0%	100%
SUPPLIES	29,804	0	29,804	0%	100%
CONTRACTUAL	8,000	0	8,000	0%	100%
OTHER	381,242	0	381,242	0%	100%
INDIRECT	41,905	0	41,905	0%	100%
TOTAL	481,986	0	481,986	0%	100%

COVID CARES - Carried over from 2020-21

PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	72,943	42,873	30,070	59%	41%
OTHER	24,314	29,715	(5,401)	122%	-22%
INDIRECT	9,726	11,861	(2,135)	122%	-22%
TOTAL	106,983	106,983	0	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	6,264,205	3,709,107	2,555,098	59%	41%
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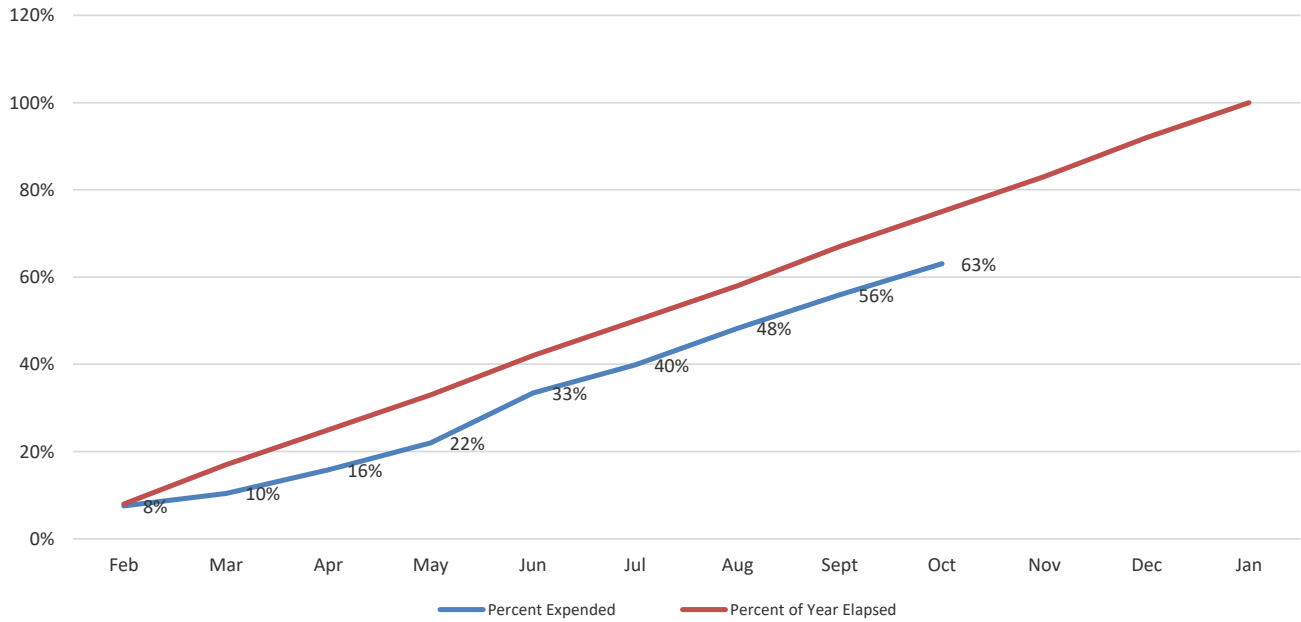
NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,402,068	1,402,068	0	100%	0%
TOTAL NON-FEDERAL FUNDS	1,402,068	1,402,068	0	100%	0%

Centralized Administrative Cost	6.0%
Program Administrative Cost	3.0%
Total Administrative Cost	9.1%

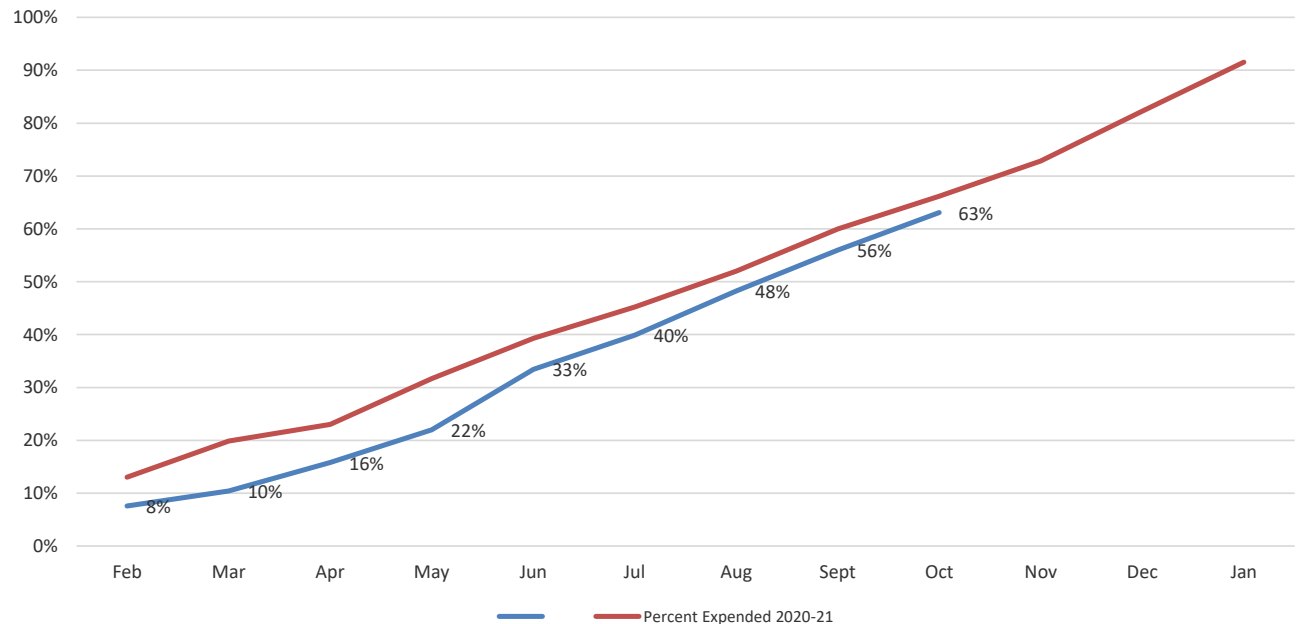
Budget reflects Notice of Award #09CH011406-02-02

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed



Early Head Start San Joaquin
Percent Expended Compared to Prior Year



Community Action Partnership of Kern
San Joaquin Early Head Start
Non-Federal Share and In-Kind Year-to-Date Report
 Budget Period: February 1, 2021 through January 31, 2022
 Report for period ending October 31, **2021** (Month 9 of 12)

Percent of budget period elapsed: **75%**

LOCATION	FUNDED ENROLL- MENT	Feb	March	April	May	June	July	Aug	Sep	Oct	YTD Totals	IN-KIND GOAL	% OF GOAL MET
California Street	24	2,654	2,912	2,136	1,799	2,521	2,966	3,034	36	0	18,059	39,646	46%
Chrisman	20	2,493	2,771	2,804	2,097	1,582	3,454	3,486	34	0	18,720	33,039	57%
Gianone	16	1,009	1,300	1,254	1,179	1,130	1,283	1,316	0	0	8,472	26,431	32%
Kennedy	16	1,188	858	927	699	844	1,095	1,260	0	0	6,870	26,431	26%
Lodi Home Base	35	0	6,413	5,295	1,712	3,093	871	0	0	0	17,384	28,909	60%
Lodi UCC	30	3,271	3,946	2,019	5,524	2,934	2,945	3,246	73	0	23,959	49,558	48%
Manteca Home Base	12	1,106	3,329	3,285	2,982	1,967	1,679	3,097	12	0	17,455	9,912	176%
Marci Massei	24	2,453	3,257	2,521	1,766	2,170	2,461	1,860	18	0	16,506	39,646	42%
St. Mary's	24	3,029	2,929	3,172	2,203	1,809	2,760	889	950	0	17,741	39,646	45%
Stockton Home Base	90	5,231	9,230	10,975	6,759	5,637	7,625	6,154	3,373	0	54,985	74,337	74%
Tracy Home Base	12	0	0	0	0	0	1,654	0	0	0	1,654	9,912	17%
Walnut	24	3,004	3,300	4,579	5,262	2,716	3,673	1,816	486	0	24,837	39,646	63%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	
Program Services		15,169	15,194	18,213	15,348	8,655	8,655	8,655	8,655	8,655	133,163	108,412	123%
Policy Council		0	0	0	0	0	0	0	0	0	0	1,000	0%
SUBTOTAL IN-KIND	327	40,606	55,437	57,179	47,330	35,058	41,122	34,814	13,638	8,655	359,804	526,525	68%

State General Child Care*	120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	1,085,433	1,175,152	92%
SUBTOTAL CA DEPT of ED	120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	1,085,433	1,175,152	92%

GRAND TOTAL **161,159 219,948 219,343 198,216 186,635 121,721 120,246 97,275 94,731 1,445,237 1,701,677 85%**

*May include estimates



MEMORANDUM

To: Budget and Finance Committee
From: *Heather McCarley*
Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Early Head Start Child Care Partnerships*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021 through October 31, 2021. Eight months (66.6%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 42% of the budget, which is slightly above where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 13% of the budget.

Carryover Funds

Overall expenditures are at 2% of the budget.

COVID Cares Funds

Overall expenditures are at 19% of the budget.

Non-Federal Share

Non-Federal share is at 67% of the budget.

**Community Action Partnership of Kern
Early Head Start Child Care Partnerships + Expansion
Budget to Actual Report**

Budget Period: March 1, 2021 - February 28, 2022

Report Period: March 1, 2021 - October 31, 2021

Month 8 of 12 (66.67%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	377,945	290,936	57%	43%
FRINGE BENEFITS	183,736	104,989	78,747	57%	43%
SUPPLIES	37,083	49,304	(12,221)	133%	-33%
CONTRACTUAL	1,091,504	246,490	845,014	23%	77%
OTHER	231,300	152,159	79,141	66%	34%
INDIRECT	215,164	86,761	128,403	40%	60%
TOTAL BASE FUNDING	2,427,668	1,017,647	1,410,021	42%	58%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	1,004	4,290	19%	81%
SUPPLIES	16,391	0	16,391	0%	100%
OTHER	29,393	3,625	25,768	12%	88%
INDIRECT	5,107	479	4,628	9%	91%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	7,261	48,924	13%	87%

CARRYOVER

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	0	2,458,581	0%	100%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	39,000	(24,879)	276%	-176%
INDIRECT	4,412	400	4,012	9%	91%
TOTAL CARRYOVER	2,507,114	39,400	2,467,714	2%	98%

COVID CARES

PERSONNEL	0	3,622	(3,622)		
FRINGE BENEFITS	0	579	(579)		
SUPPLIES	77,735	6,917	70,818	9%	91%
OTHER	24,361	7,926	16,435	33%	67%
INDIRECT	10,206	1,904	8,302	19%	81%
TOTAL COVID	112,302	20,948	95,554	19%	81%

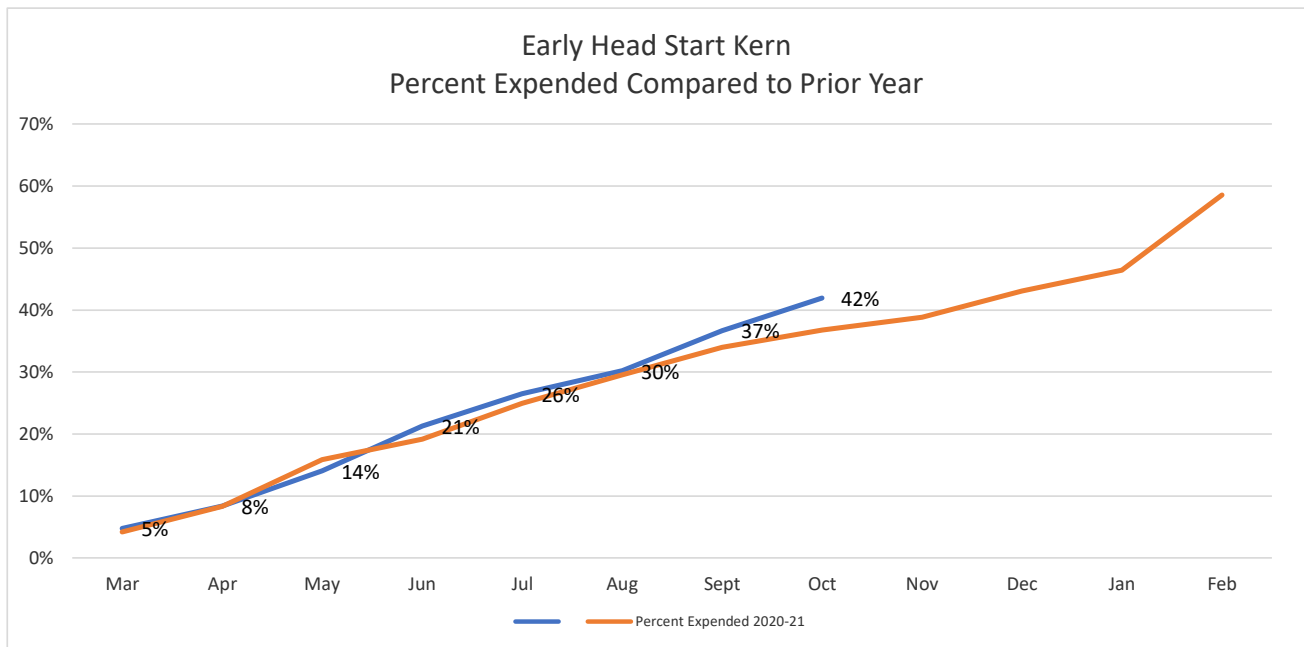
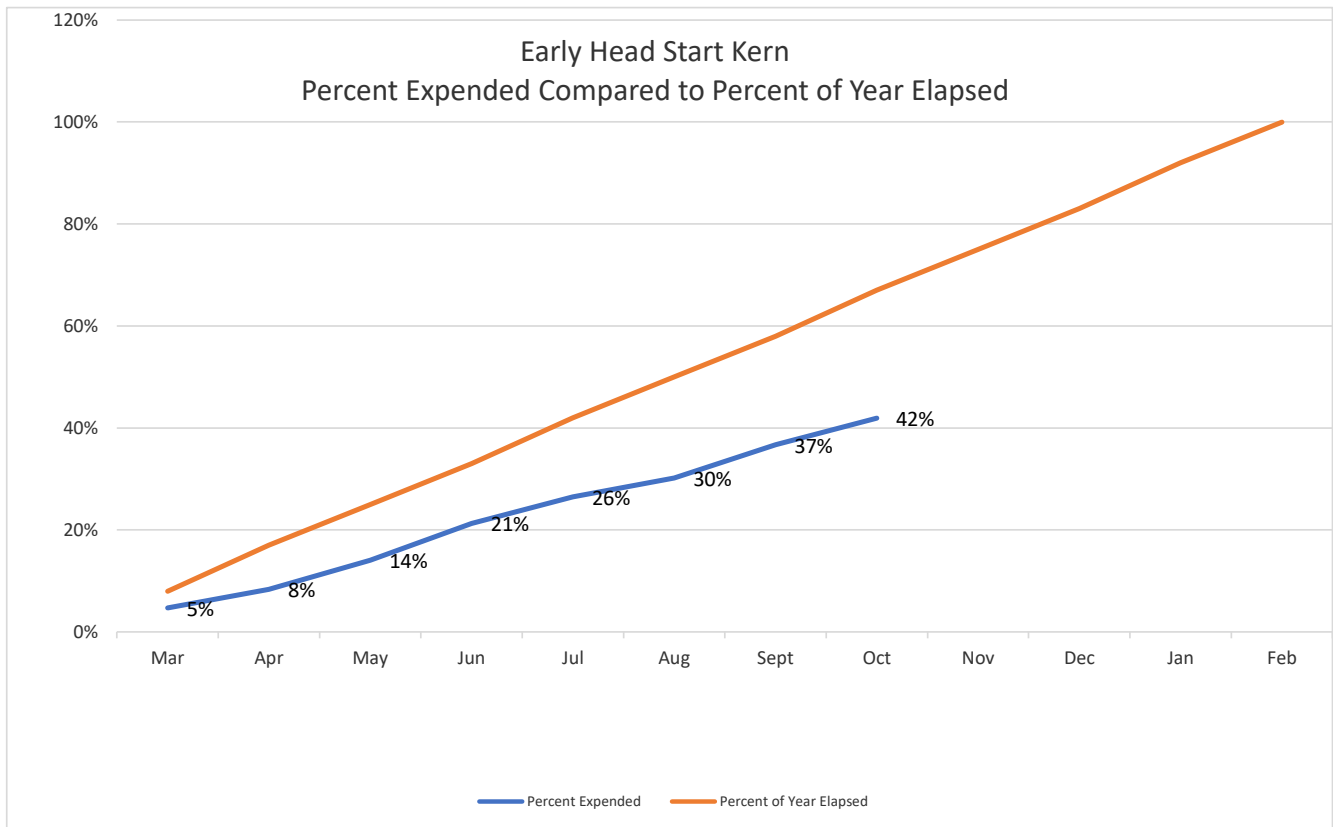
GRAND TOTAL EHS FEDERAL FUNDS	5,103,269	1,085,256	4,022,214	21%	79%
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NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	392,576	195,680	67%	33%
TOTAL NON-FEDERAL	588,256	392,576	195,680	67%	33%

Budget reflects Notice of Award #09HP000163-03-02

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021





MEMORANDUM

To: Budget and Finance Committee
Heather McCarley
From: Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *American Rescue Plan Funding*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021 through October 31, 2021. Seven months (58.3%) of the 12-month budget period have elapsed.

COVID

Overall expenditures are at 100% of the budget. These funds are being utilized to support the Summer Bridge Program options.

American Rescue Plan Act

Overall expenditures are at 15% of the budget. These funds are being utilized to support the Summer Bridge Program options.

Community Action Partnership of Kern

American Rescue Plan

Budget to Actual Report

Budget Period: April 1, 2021 - March 31, 2023

Report Period: April 1, 2021 - October 31, 2021

Month 7 of 12 (58.3%)

Prepared 11/8/2021

COVID	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	0	502,095	(502,095)		100%
FRINGE BENEFITS	0	107,505	(107,505)		100%
TRAVEL	0	0	0	0%	0%
EQUIPMENT	0	0	0		
SUPPLIES	500,000	0	500,000	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	170,559	0	170,559	0%	100%
INDIRECT	0	60,959	(60,959)		100%
TOTAL	670,559	670,559	0	100%	0%

American Rescue Plan Act

PERSONNEL	763,438	281,848	481,590	37%	63%
FRINGE BENEFITS	251,934	89,677	162,257	36%	64%
TRAVEL	0	0	0		100%
SUPPLIES	553,540	34	553,506	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	830,310	0	830,310	0%	100%
INDIRECT	266,580	37,156	229,424	14%	86%
TOTAL	2,665,802	408,715	2,257,087	15%	85%

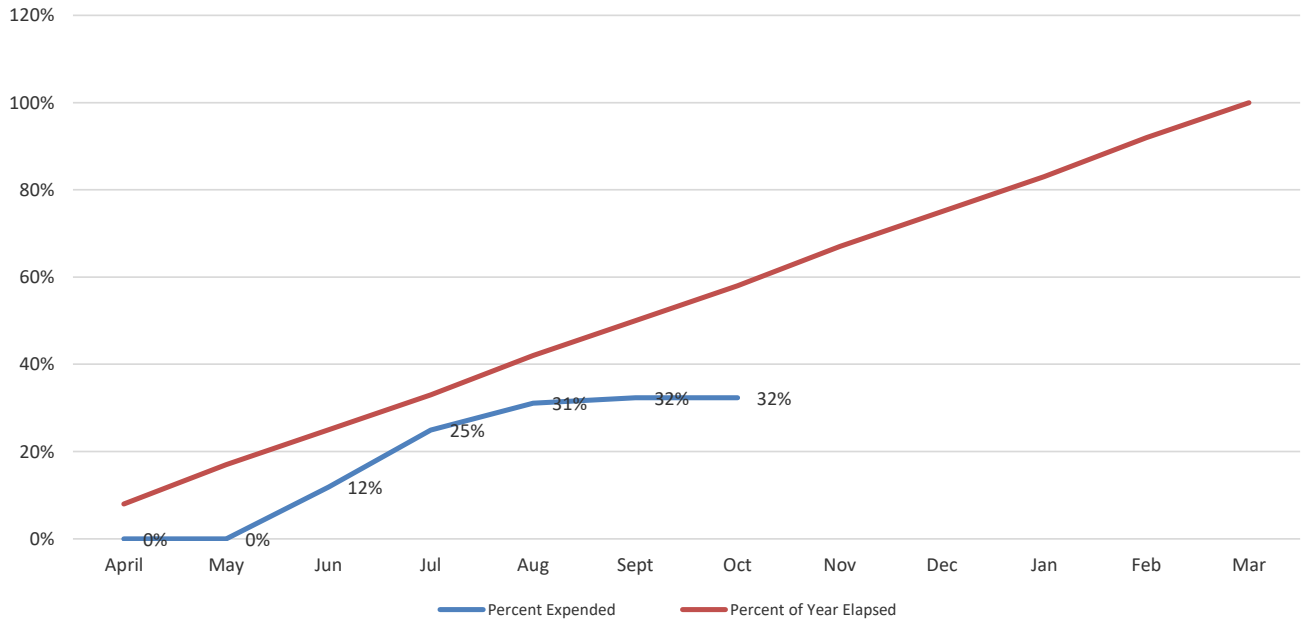
GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	1,079,274	2,257,087	32%	68%
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Centralized Administrative Cost	9.1%
Program Administrative Cost	0.0%
Total Administrative Cost	9.1%

Budget reflects Notice of Award #09HE000432-01-01

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed





MEMORANDUM

To: Budget & Finance
a. morales

From: Alejandra Morales, CalFresh Healthy Living Program Administrator

Date: November 10, 2021

Subject: *Agenda Item 4b:* Budget Increase for the CalFresh Healthy Living Program – **Action Item**

CAPK CalFresh Healthy Living Program's fiscal year is 10/1/2021 – 9/30/2022.

On September 22, 2021, the Budget and Finance Committee approved subcontracts for Kernville Union School District, Lamont Elementary School District, and Kern County Superintendent of Schools for a total of \$553,361.

One of the requirements of the CalFresh Healthy Living contract is that at least 30% of the funds are subcontracted to partners who will assist with the delivery of services. The amount being allocated for subcontracts has now increased to \$648,910.45 which demonstrates an increase of \$95,549.45 because of carry-over funds from Fiscal Year 2021. The subcontractors will continue to be Kernville Union School District, Kern County Superintendent of Schools, and Lamont Elementary School District.

The total FFY 2022 budget of \$1,835,459.00 will be allocated as follows:

Personnel Costs: \$812,862.55
Operating Costs: \$201,440.43
Subcontracts: \$648,910.45
Indirect Costs: \$172,245.57

CAPK CalFresh Healthy Living program goals align with the CAPK strategic goal to meet the needs of its priority populations and actively educate and advocate for healthy eating and active living environments.

Recommendation:

Staff recommends approval of the budget increase and allocation as identified above.



MEMORANDUM

To: Budget and Finance Committee

From: Emilio G. Wagner, Director of Operations

Date: November 10, 2021

Subject: *Agenda Item 4c: County of Kern CDBG Food Bank Expansion Project Agreement with Resolution – Action Item*

Background:

As the Board is aware CAPK was awarded \$916,586 in Community Development Block Grant (CDBG) funds through the County of Kern to assist with the expansion of the Food Bank.

Current Events:

The County has been working on an agreement, which is attached in its final form, to identify all federal and local requirements tied to the funding that CAPK must comply with. In addition to the agreement 'Schedule A' provides the project parameters with a basic schedule beginning with CAPK's Board executing the agreement. The schedule has a duration of 15 weeks which is the expected start of earthwork.

CAPK has moved forward with bidding the project meeting the terms of the contract and HUD requirements. County has agreed to review plans and bids without an executed contract to ensure we meet the project timelines. The funding is expected to cover the cost of Earthwork, Ornamental metal fencing, and electrical materials. To assist the County with the expenditure milestones all work is expected to be completed by April of 2022.

Recommendation:

Staff recommends the Board of Directors approve the Resolution authorizing CEO to execute the County CDBG Funded Food Bank Expansion Project Agreement and any subsequent amendments throughout the duration of the contract term.

Attachments:

*Food Bank Expansion Project Agreement
Schedule A
Resolution #2021-24*

**AGREEMENT
COMMUNITY DEVELOPMENT PROJECT
COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)
CD# 3.20.5
(County - Community Action Partnership of Kern)**

THIS AGREEMENT ("Agreement") is made and entered into on _____, ("Execution Date") by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY"), and COMMUNITY ACTION PARTNERSHIP OF KERN, a California nonprofit corporation within the County of Kern ("NONPROFIT"),

RECITALS:

WHEREAS:

(a) The Congress of the United States has enacted Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), ("Act"), which provides for Community Development Block Grants for eligible activities;

(b) COUNTY has submitted the required documents to the Department of Housing and Urban Development ("HUD") for receipt of a Community Development Block Grant, Catalogue of Federal Domestic Assistance ("CFDA") Number 14.218, ("Grant") pursuant to the Act;

(c) Grant regulations provide for COUNTY, as an entitlement jurisdiction, to enter into agreements with its subrecipients to fund and implement community development projects;

(d) California Government Code Section 53703 authorizes cities and counties to participate in federally funded health, welfare, public works, and community improvement programs and empowers cities and counties to perform necessary acts by means of contracting with public and private agencies;

(e) NONPROFIT has requested the use of Grant funds for expansion of existing food bank warehouse, additional refrigeration and freezer capacity, and loading docks; and

(f) COUNTY desires to assist NONPROFIT by providing Grant funds for the design and construction of the food bank warehouse project and related improvements including pallet rack system installation, and other improvements.

AGREEMENT:

1. Definitions

a. Except to the extent modified or supplemented by the Grant Agreement between COUNTY and HUD dated February 23, 2021, ("HUD Grant to COUNTY") any term

defined in Title I of the Act, or the HUD Community Development Block Grant regulations at 24 CFR Part 570 shall have the same meaning when used herein.

b. "Program" means COUNTY's Community Development Program, including the administration thereof, with respect to the terms of the HUD Grant to COUNTY.

c. "Project" means the Community Action Partnership of Kern Food Bank Expansion located at 1807 Feliz Drive, Bakersfield, CA, all as more fully described in **Schedule "A"**, attached hereto and incorporated herein by this reference as if set forth in full.

d. "Activity" means the Community Action Partnership of Kern Food Bank Expansion located at 1807 Feliz Drive, Bakersfield, CA, all as more fully described in **Schedule "A"**, attached hereto.

e. "Program Income" shall have, with respect to the undertaken pursuant to this Agreement, the same meaning as the definition found in the HUD Community Development Block Grant regulations at 24 CFR part 570.500(a)(1), as amended, at 24 CFR part 570.504, and as defined in HUD Training Bulletin CPD-90-1, dated April 1990, entitled "Program Income".

f. "Change in Use Restriction Period" means that period which starts upon filing of the Notice of Completion, in the case of construction work, and ends five (5) years thereafter.

g. "Expiration of Agreement" means the date of expiration of the Change in Use Restriction Period or the date of resolution of all monitoring findings as determined solely by COUNTY, whichever occurs last.

h. "Subgrantee" and "Subrecipient" as these terms are used in any of the attached exhibits, means NONPROFIT.

i. Whenever duties or obligations are performed jointly by NONPROFIT and COUNTY, NONPROFIT and COUNTY will be referred to as "PARTIES".

2. Maximum Amount Payable Under Agreement and Mode of Payment

a. COUNTY shall reimburse NONPROFIT, or its designee(s), through progress payments for Activity costs incurred pursuant to this Agreement upon NONPROFIT making satisfactory progress, as determined solely by COUNTY, towards the completion of the Activity detailed in the attached **Schedule "A"**; provided, however, that the total amount made available by COUNTY through this Agreement and payable to NONPROFIT, or its designee(s), shall not exceed NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586). Unless PARTIES otherwise expressly agree in writing, NONPROFIT agrees to accept sole financial responsibility for all costs related to this Project/Activity in excess of the NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586) made available by COUNTY pursuant to this Agreement.

b. COUNTY's duty to pay NONPROFIT is expressly contingent on COUNTY's receipt and continued use of Grant funds from the federal government allocated for this Project/Activity. In the event such funds are not received by COUNTY, or are reallocated by

HUD after receipt and prior to completion of the Grant funded Project/Activity, this Agreement shall be immediately terminated or suspended as of the date the Grant funds are or become unavailable, and COUNTY shall have no further obligation to NONPROFIT under this Agreement until such time, if ever, that Grant funds are approved by HUD and allocated for the Project/Activity which is the subject of this Agreement. NONPROFIT agrees to indemnify and hold COUNTY harmless pursuant to the indemnification provisions of this Agreement from any costs, liabilities, losses, damages or expenses incurred as a result of termination of the Agreement due to unavailability of the Grant funds for this Project/Activity.

c. Payments shall be made to NONPROFIT, or its designee(s), upon NONPROFIT's submittal to COUNTY of a monthly certified claim executed by a properly designated official of NONPROFIT indicating the percentage of the Project/Activity that has been completed. Said certified claims shall be itemized and properly documented to clearly show the items, tasks or services for which reimbursement is being claimed and the basis for cost computation whether by cost per hour, cost per weight, cost per task or other measurement as agreed by and between PARTIES, as more fully described in the attached **Schedule "A"**.

d. After receipt and approval by COUNTY of a monthly certified claim for construction, COUNTY shall make a payment to NONPROFIT, or its designee(s), in the amount of ninety-five percent (95%) of COUNTY's pro rata portion of the project construction costs. The balance of the cumulative five percent (5%) retention from each claim shall be paid to NONPROFIT thirty-five (35) days after NONPROFIT files a Notice of Completion and after COUNTY has verified NONPROFIT's satisfactory compliance with Paragraphs 5 and 6 of this Agreement. The foregoing five percent (5%) retention is subject to the project construction contractor's right to substitute securities as explained in the document entitled "Withheld Contract Funds Certification", attached hereto as **Exhibit "A"** and incorporated herein by this reference as if set forth in full. The party entering into the construction contract with the prime contractor shall ensure compliance with the requirements set forth in the attached **Exhibit "A"**. NONPROFIT agrees that COUNTY is hereby empowered to make an independent determination of the percentage of the Project/Activity which has been satisfactorily completed and any such determination by COUNTY is conclusive. There will be no retention on monthly claims for architectural or design services.

3. NONPROFIT's Obligations

In addition to NONPROFIT's obligations as set forth in other sections of this Agreement, NONPROFIT agrees to perform the following specific duties:

a. NONPROFIT shall be responsible for implementation of this Project/Activity. Implementation shall include preparation of specification documents and plans if necessary; solicitation and hiring of contractors; construction engineering and inspection; contract administration; and HUD compliance monitoring services. NONPROFIT will provide COUNTY with all plans and specifications, including changes requested during construction, for COUNTY review and approval prior to their use.

b. NONPROFIT agrees that COUNTY may terminate, suspend and/or reduce the amount of Grant funding provided for in this Agreement if all work performed by NONPROFIT is not completed satisfactorily and within the budgetary limits and time schedule milestones

provided for in this Agreement. The length of any suspension or the amount of Grant reduction shall be at COUNTY's sole option and will be principally based on compliance with Project/Activity specifications and plans, and on timely initiation of NONPROFIT's design and/or construction obligations under this Agreement. COUNTY agrees that delays in completion of the work subject to this Agreement may result for reasons outside the control of NONPROFIT, and agrees that COUNTY will extend the time for completion of the work for unavoidable delays for a reasonable period, as determined solely by COUNTY. However COUNTY shall not be obligated to pay or to otherwise reimburse NONPROFIT for work performed subject to this Agreement if Grant funding for the Project/Activity is revoked or suspended by HUD due in part or whole to the delay in the completion of the work contemplated by this Agreement.

c. NONPROFIT shall be responsible for complying with all applicable local, state, and federal regulations, including, but not limited to, the monitoring of construction for compliance with the federal labor standards contract requirements set forth in the "Preconstruction Checklist for Contractors" attached hereto as **Exhibit "B"** and incorporated herein by this reference as if set forth in full. If NONPROFIT hires a consultant to provide compliance monitoring required to ensure to the satisfaction of HUD and COUNTY, that all applicable regulations are met during the implementation of this Project/Activity, NONPROFIT shall monitor the consultant's compliance efforts and shall remain responsible to COUNTY for providing compliance monitoring records in a form acceptable to COUNTY. NONPROFIT agrees to become familiar with the applicable statutes, regulations and guidelines governing the Grant program. All applicable statutes, regulations, guidelines, codes, rules and executive orders referred to in this Agreement are as from time to time amended.

d. NONPROFIT or any contractors hired by NONPROFIT to perform work on the Project/Activity shall obtain any and all permits necessary to implement this Project/Activity from appropriate state, COUNTY and/or other local agencies.

e. NONPROFIT (in collaboration with COUNTY) shall conduct a pre-bid and a preconstruction conference for the purposes stated within the document, "Material Covered at Preconstruction Conference" (**Exhibit "C"**), attached hereto and incorporated herein by this reference as if set forth in full.

f. NONPROFIT shall accept title to and be responsible for the maintenance and/or operation of the CAPK Food Bank, according to the terms of this Agreement and all applicable local, federal and state laws and regulations.

g. NONPROFIT shall be responsible for the control and safety of NONPROFIT officers, employees, agents, and invitees during the implementation of this Project/Activity. NONPROFIT shall take all actions necessary to ensure the safety of its employees and invitees during the implementation of the project and during the subsequent maintenance and/or operation of the CAPK Food Bank funded pursuant to this Agreement.

h. NONPROFIT shall cooperate fully with COUNTY in undertaking, monitoring and completing this Project/Activity.

i. NONPROFIT shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project/Activity to be completed under this Agreement.

j. Subsequent to bid opening, if the Director of COUNTY Planning and Natural Resources Department determines that funds budgeted herein are insufficient to satisfactorily accomplish or complete the work referenced in this Agreement, NONPROFIT will have thirty (30) calendar days from the date of such determination to obtain additional funding beyond COUNTY's maximum financial obligation or satisfactorily reduce the scope of the work, as provided for herein. If NONPROFIT does not obtain the necessary additional funding, or a reduction of scope is not successful in satisfactorily lowering overall Project/Activity costs, PARTIES hereby agree to mutually terminate this Agreement according to the requirements and standards of 24 CFR part 84.61, "Termination". In the event of termination, the work contemplated herein shall be abandoned and COUNTY shall incur no liability whatsoever to NONPROFIT for expenses incurred after termination of this Agreement or for costs related to any subsequent completion of the work contemplated by this Agreement.

k. NONPROFIT shall, as part of its contract administration responsibility, publish in a newspaper of general circulation, in trade journal publications and in minority oriented publications, a notice soliciting small and, as applicable, Section 3 business participation in this Grant funded Project/Activity. Prior to submitting a notice to a newspaper for publication, NONPROFIT shall obtain approval from COUNTY concerning the content of these required newspaper notices.

l. NONPROFIT shall be responsible, during the Change in Use Restriction Period, for the continued use (for the purpose described herein) of the NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586) funded pursuant to this Agreement and shall comply with federal property management regulations and standards in accordance with 24 CFR part 570.505 "Use of Real Property" (applicable to expenditure of Grant funds in excess of TWENTY FIVE THOUSAND DOLLARS [\$25,000.00]); 24 CFR part 570.501, "Responsibility for Grant Administration"; and with 24 CFR part 570.503(b)(8), "Reversion of Assets".

m. In the event that NONPROFIT cannot or fails to utilize the subject improvements for the purpose described herein throughout the Change in Use Restriction Period, NONPROFIT shall immediately notify COUNTY regarding NONPROFIT's proposed new use of the subject improvements. COUNTY shall review the Grant eligibility and national objective compliance of the proposed new use of the subject improvements prior to NONPROFIT and COUNTY performing any of the following steps listed in this section. COUNTY will communicate in writing to NONPROFIT its determination in this matter. After COUNTY has made its determination, and if directed by COUNTY, NONPROFIT shall conduct a public hearing to provide affected citizens an opportunity to comment on NONPROFIT's proposed new use of the subject improvements. After these steps have been completed, COUNTY, at its option, may require that NONPROFIT comply with one of the following:

(1) Reimburse COUNTY in an amount equal to the Grant funds expended for this Project/Activity or its "proportionate share" of the current "Fair Market Value" (as defined by the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Article 4, Section

1263.320) of all real property and/or improvements for which Grant assistance was provided pursuant to this Agreement, whichever is more. "Proportionate share" is that amount equivalent to COUNTY's percentage contribution toward the total acquisition, design, construction or other cost(s) of the Project/Activity, as described in **Schedule "A"** of this Agreement; or

(2) Offer the improvements for which Grant funds were expended pursuant to this Agreement for sale at "Fair Market Value" and, subsequent to sale, reimburse COUNTY for its "proportionate share" of the sales price.

PARTIES shall first use good faith efforts in an attempt to agree on the "Fair Market Value". If, however, PARTIES are unable to agree, they shall, within thirty (30) days from and after written request given by either party to the other, select an arbitrator mutually acceptable to both PARTIES. The arbitrator shall render an advisory decision as to the "Fair Market Value" of the real property and/or improvements referenced in this Agreement. The arbitrator's decision in this matter shall be nonbinding and advisory only; provided, however, that PARTIES shall, in good faith, give serious consideration to the arbitrator's decision.

If PARTIES are unable to agree with a single arbitrator within the above-referenced thirty (30) days, then each shall, within twenty (20) additional working days, appoint one (1) arbitrator and the two (2) arbitrators shall select a third arbitrator within ten (10) additional working days after both are selected. Any decision as to the "Fair Market Value" determined and jointly agreed upon by any two (2) of the three (3) arbitrators shall be nonbinding and advisory only; provided, however, that PARTIES shall each give good faith and serious consideration to the arbitrators' decision.

All arbitrators shall be real estate appraisers who have at least ten (10) years experience in appraising real estate in the State of California and must be either a member of the American Institute of Real Estate Appraisers, holding an M.A.I. (Member of Appraisal Institute) designation, or a member of the Society of Real Estate Appraisers, holding an S.R.P.A. (Senior Real Property Appraiser), or an S.R.E.A. (Society of Real Estate Analysts) designation. PARTIES shall each pay half of the fees and necessary expenses for the arbitrators.

In no event shall the amount reimbursed to COUNTY be less than COUNTY's total contribution toward the Project/Activity. The Change in Use Restriction, as stated herein, shall be in effect for that period defined in Paragraph 1.f. of this Agreement.

4. COUNTY's Obligations

a. Any regulation enacted by COUNTY to facilitate the administration of the Grant will be made available to NONPROFIT by County's Board of Supervisors or its designee.

b. COUNTY shall make available to NONPROFIT, at its written request, copies of the terms of the Grant.

c. COUNTY shall cooperate fully with NONPROFIT in undertaking this Project/Activity and process NONPROFIT invoices for payment under this Agreement with due diligence.

d. COUNTY shall make available to NONPROFIT a copy of the notice which NONPROFIT may use in soliciting small and Section 3 business participation in the Grant funded work contemplated by this Agreement.

e. COUNTY shall review plans and specifications submitted by NONPROFIT and shall provide comments and approval or disapproval.

5. Laws and Regulations

a. NONPROFIT agrees to comply with the provisions of the Act, any amendments thereto, the federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to COUNTY now or hereafter in effect, and the regulations now or hereafter enacted by COUNTY to facilitate its administration of the Grant in Kern County, or any other statute, regulation or guideline applicable to the Program. NONPROFIT shall become familiar with the applicable statutes, regulations and guidelines governing the Grant program, each of which is made a part hereof and incorporated herein by this reference as if set forth in full.

b. It is agreed that all provisions of State of California law applicable to public contracts (except to the extent California law may be waived and is waived by the PARTIES) are a part of this Agreement to the same extent as if set forth herein in full and shall be complied with by NONPROFIT under this Agreement and any related agreements.

6. Records and Administration

a. In the event NONPROFIT expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal financial assistance in any single fiscal year, from all sources combined, it shall arrange at its own expense for performance of a "Single Audit" of its entire operation by an independent auditor. Such audit shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non Profit Organizations"; Pub. L. 98-502, "Single Audit Act of 1984", as amended; 24 CFR part 84.26, "Non-Federal Audit"; and OMB Circular A-133, "Audits of States, Local Governments and Other Non-Profit Organizations", all of which are incorporated herein by this reference as if set forth in full.

The results of the audit must be submitted to COUNTY within thirty (30) days of completion. Acceptance of NONPROFIT's audit reports by COUNTY does not prohibit COUNTY from performing any additional audit work required to follow up on findings, as deemed necessary by COUNTY, or as necessary for COUNTY to comply with any administrative or audit requirements imposed by the federal or state government.

b. As a condition of receiving federal financial assistance under this Agreement, NONPROFIT agrees to comply with 24 CFR part 91.105(h), "Access to Records". It is further agreed by NONPROFIT that any agreement between NONPROFIT and its independent auditor shall provide for access during normal business hours to the independent auditor's work papers by federal, state and COUNTY auditors, or their authorized agents, as may be deemed necessary to carry out their audit responsibilities. The audit agreement must also require NONPROFIT's independent auditor to retain for review purposes said audit work

papers for a minimum of five (5) years from date of audit completion or until all related audit issues are resolved, whichever should occur later.

c. NONPROFIT agrees to maintain a financial management system which complies with 24 CFR part 84.21, "Standards for Financial Management Systems". Particular reports and records that may be applicable to this Project/Activity and require compliance by NONPROFIT are described in and attached hereto as **Exhibit "D"**, and are incorporated herein by this reference as if set forth in full.

d. NONPROFIT agrees to comply with the methods and procedures for payment as outlined in 24 CFR part 84.22, "Payment", except as modified by 24 CFR part 570.513, "Lump Sum Drawdown for Financing of Property Rehabilitation Activities".

e. NONPROFIT agrees to comply with the standards and requirements of 24 CFR part 84.35, "Supplies and Other Expendable Property", and 24 CFR part 84.34, "Equipment."

f. NONPROFIT agrees to comply with the requirements and standards of 24 CFR 84.40 through 48, "Procurement Standards," and 24 CFR 84.27, "Allowable Costs."

g. NONPROFIT agrees to comply with the standards and requirements of 24 CFR 84.13, "Debarment and Suspension; Drug Free Workplace," and 24 CFR 84.51, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f) thereof. NONPROFIT further agrees that COUNTY has the right to monitor and supervise the administration and/or implementation of the Project/Activity to be completed pursuant to this Agreement to help ensure compliance with the requirements of the Act as now or hereinafter amended, the federal regulations as now or hereafter promulgated pursuant to the Act, or guidelines developed by the federal government for administering and/or implementing the Project/Activity, or any other statute, rule, regulation or guideline applicable to the administration and/or implementation of the Grant program.

h. NONPROFIT agrees to comply with the standards and requirements of 24 CFR part 84.62, "Enforcement", and 24 CFR part 84.61, "Termination." NONPROFIT also agrees that COUNTY can, by unilateral action, terminate this Agreement, with cause, by giving ten (10) days prior written notice to NONPROFIT. In the event COUNTY determines that an intentionally false or fraudulent certified claim has or is being filed, COUNTY, in its sole discretion, may immediately terminate this Agreement and/or NONPROFIT shall reimburse COUNTY for any and all funds found to be improperly paid, as well as those reasonable costs associated with the investigation and recovery of the contested claims and/or amounts.

i. NONPROFIT shall be accountable to COUNTY for any and all Grant funds expended by NONPROFIT or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative thereof was acting within the scope of his employment. NONPROFIT shall repay COUNTY the full amount of any improperly expended Grant funds upon demand and shall comply with the requirements of 24 CFR part 84.72, "Subsequent Adjustments and Continuing Responsibilities". COUNTY may retain any funds of NONPROFIT in COUNTY's possession as an offset against the debt resulting from such improper expenditure.

j. NONPROFIT agrees to comply with the standards and requirements of 24 CFR part 84.73, "Collection of Amounts Due".

k. NONPROFIT shall return to COUNTY, within forty-five (45) days of receipt, all Program Income which is directly generated by Grant funded activities during the Change in Use Restriction Period.

l. At COUNTY's sole option, COUNTY may either terminate this Agreement upon three (3) days written notice to NONPROFIT or withhold funds from the Project/Activity if NONPROFIT is not complying with provisions of the Act, federal regulations thereunder, terms of the Grant from the federal government to COUNTY, the regulations of COUNTY to facilitate the administration of the Grant, the terms of this Agreement, or any other statute or regulation applicable to the Program or administration thereof as determined solely by COUNTY. Should COUNTY become subject to any claims, causes of action, costs or sanctions due to any failure by NONPROFIT or NONPROFIT's agent to comply with all applicable federal, state, and local laws and regulations, NONPROFIT hereby agrees to be solely liable for any such expenses, costs, damages and sanctions and shall fully reimburse, hold harmless, and indemnify COUNTY for any payments made or funding lost by COUNTY and COUNTY's expenses related thereto, including COUNTY's costs.

7. Use Restriction Monitoring

Beginning approximately one year after the date of the filing of the Notice of Completion and resolution of all monitoring findings, COUNTY may conduct on-site monitoring of improvements located on NONPROFIT owned property and constructed with Grant funds pursuant to this Agreement for compliance with the proposed or agreed upon use during the period defined in Paragraph 1.f. herein. The purpose of the monitoring visit is to insure that the Grant funded real property and/or improvements continue to be utilized for the original eligible use or for another Grant eligible use approved by COUNTY in accordance with applicable regulations found at 24 CFR part 570.201, and/or that the beneficiaries continue to qualify pursuant to the national objectives of the Grant program, documented in regulations found at 24 CFR part 570.208. Monitoring visits shall consist of interviews with the operator and members of the staff of NONPROFIT, an examination of relevant data and application forms regarding the use of the Grant funded real property or improvements and clientele served, and, at the discretion of COUNTY, interviews with clients served by the Grant funded Activity. COUNTY shall notify NONPROFIT at least two (2) weeks in advance of each monitoring visit.

In order to assist COUNTY in monitoring for HUD National Objective Compliance and the continued use of the improvements constructed pursuant to this Agreement, NONPROFIT shall maintain and provide records of the number of households/persons served at the facility and their racial/ethnic categories using the "ACTIVITY BENEFICIARY FORM Reporting Package" contained in **Exhibit "E"**. These reporting requirements are subject to any and all modifications made by HUD from time to time. NONPROFIT will be notified in a timely fashion, as determined solely by COUNTY, when these reporting requirements change and what NONPROFIT has to do to comply with the changes that are made.

NONPROFIT shall also, at the time of each COUNTY monitoring visit, make available to COUNTY the following items: any and all fee schedules for use of the property/improvements; copies of any application required of property/improvement users/beneficiaries; a list of all functions, programs or services provided at the property or made possible by the improvements; the total number of beneficiaries served; and the total number of Grant qualified beneficiaries served during the preceding twelve (12) months. This information shall also be provided to COUNTY's Planning and Natural Resources Department by July 5th of each year. If it is unclear as to how the client information must be collected and recorded, NONPROFIT should contact COUNTY's Community and Economic Development Department, Planning Division, and request clarification and appropriate technical assistance.

A determination regarding continued compliance and/or any related findings, conditions or sanctions shall be made and communicated in writing to NONPROFIT by COUNTY following each monitoring visit.

8. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients

Assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts, or otherwise engage the services of, or fund any contract or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24.

9. Political Activity

NONPROFIT agrees that no Grant funds shall be expended to finance any political activity in contravention of the Hatch Act of 1939, as amended, 5 U.S.C. 15 et seq.

10. Prohibited Use of Federal Funds for Lobbying

NONPROFIT certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of NONPROFIT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, NONPROFIT shall complete and submit, in accordance with its instructions, Standard Form-LLL, "Disclosure of Lobbying Activities", attached hereto as **Exhibit "F"** and incorporated herein as if set forth in full.

NONPROFIT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under any federal grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11. Use of Grant Funds for Religious Purpose

NONPROFIT agrees that no Grant funds shall be expended for the design, construction, operation, or maintenance of any facility used for inherently religious activities.

12. Prohibited Interest of Officials and Employees

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. No member, officer or employee of NONPROFIT, or its designees or agents, no member of the Board of Supervisors of COUNTY or any other public official who exercises any functions or responsibilities with respect to the Program during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. NONPROFIT shall incorporate or cause to be incorporated, in all contracts or subcontracts, relating in any manner to this Agreement, a provision prohibiting such interest.

The PARTIES to this Agreement have read and are aware of the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All PARTIES hereto agree that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. NONPROFIT shall comply with the requirements of Government Code, section 87100 et seq., during the term of this Agreement.

13. Federal Labor Standards and State Labor Code Provisions

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, NONPROFIT and all contractors engaged under contracts for the construction, alteration, and/or repair of any building or work financed in whole or in part with federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the U. S. Department of Labor under 29 CFR parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve NONPROFIT of its obligation to require payment of higher rates. Further, if the requirements of HUD and of the State of California are different in regards to matters including, but not limited to, hours of labor, payroll records, apprentices, workers' compensation, and suits to recover penalties and forfeitures, NONPROFIT shall comply with the more restrictive provision.

NONPROFIT shall cause or require to be inserted in full, in all such contracts subject to such regulations, the "Federal Labor Standards Provisions" clause, or any modification thereof, set out in **Exhibit "G"** attached hereto and incorporated herein by this reference as if set out in full. NONPROFIT shall comply with the procedures set out in HUD Handbook

1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs", as amended, which is incorporated herein by this reference as if set forth in full.

NONPROFIT shall also cause or require to be inserted in full, in all contracts subject to State Labor Code regulations, the "State of California Labor Code Requirements" clause, or any modification thereof, set out in **Exhibit "H"** attached hereto and incorporated herein by this reference as if set out in full.

No awards of contracts covered under this section of this Agreement shall be made to any contractor who is ineligible under the provisions of any applicable regulations of the U. S. Department of Labor and/or the State of California Department of Industrial Relations – Division of Labor Standards Enforcement to receive an award of such contract.

14. Nondiscrimination Requirements

NONPROFIT is subject to all applicable requirements of the following Acts, promulgations and regulations with respect thereto:

a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. Where the federal financial assistance is to provide or is in the form of personal property or real property interest therein or structures thereon, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, via the instrument effecting any disposition by the applicant or transferee, in the case of a subsequent transfer, of such real property, structures or improvements thereon, or interests therein, to require a covenant running with the land assuring nondiscrimination for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the applicant retains ownership or possession of the property, whichever is longer. Under this assurance the United States shall have the right to seek its judicial enforcement. NONPROFIT is required to take all measures necessary to effectuate this Title in the manner set forth in Section 1.5 of the above-mentioned regulation, a copy of which is attached hereto as **Exhibit "I"** and incorporated herein by this reference as if set forth in full.

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and requiring action to affirmatively further fair housing in the sale, lease or rental of housing, the financing of housing, and the provision of brokerage services within COUNTY's jurisdiction.

c. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR part 570.602), which provide that no person in the United States shall on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.

d. Executive Order 11063, as amended, and the regulations issued pursuant thereto (24 CFR part 107) which require that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, rental, leasing or other disposition of residential property and related facilities or in the use or occupancy thereof where such property or facilities are owned or operated by the federal government, or provided with federal assistance by HUD, and in the lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by HUD.

15. Equal Employment Opportunity

During the implementation of this Project/Activity and during subsequent operation of any facility assisted pursuant to this Agreement, NONPROFIT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. NONPROFIT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including apprenticeship. NONPROFIT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY and/or HUD setting forth the provisions of this nondiscrimination clause. NONPROFIT shall state, through such nondiscrimination clause, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Government contracts. Except as otherwise provided for in Parts II, III and IV of Executive Order 11246, dated September 24, 1965, as amended, and in attendant Code of Federal Regulation provisions, NONPROFIT shall require to be included in each U. S. Government contract entered into by NONPROFIT and modification thereof if not included in the original contract, the "Equal Opportunity" clause contained in Section 202 of Executive Order 11246 (48 CFR part 52.222 - 26), as amended, and set out in **Exhibit "J"**, attached hereto and incorporated herein by this reference as if set forth in full.

NONPROFIT agrees that it shall assist and cooperate actively with COUNTY, HUD, and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish COUNTY, HUD and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist COUNTY and HUD in the discharge of their primary responsibilities for securing compliance.

NONPROFIT agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to Part II,

Subpart D of the Executive Order. In addition, NONPROFIT agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this Grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to NONPROFIT under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such; and refer the case to the Department of Justice for appropriate legal proceedings.

16. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities for Lower-Income Persons

NONPROFIT is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR part 135, and any applicable rules and orders of HUD issued thereunder. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects/Activities covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

NONPROFIT shall cause or require to be inserted in full in all contracts and subcontracts for work financed, in whole or in part, with assistance provided under this Agreement, the Section 3 clause entitled, "Economic Opportunities for Low- and Very Low-Income Persons", and set forth in **Exhibit "K"**, attached hereto and incorporated herein by this reference as if set forth in full.

NONPROFIT itself, during its implementation of this Project/Activity shall, to the greatest extent feasible, seek out and attempt to award contracts to Section 3 business concerns for the business opportunities generated on this federally funded Project/Activity.

NONPROFIT shall provide such copies of 24 CFR part 135 as may be necessary for the information of the parties to contracts required to contain the Section 3 clause.

17. Small Business Concerns

NONPROFIT is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, the HUD applicable regulations issued pursuant thereto at 48 CFR, part 19, and any applicable rules and orders of HUD issued thereunder requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small business concerns in order to preserve free competitive enterprise; and placement with small business concerns of a fair proportion of the total federally funded purchases and contracts for property and services.

NONPROFIT shall implement the specific small business policies hereinbelow stated in order to further applicable requirements of the Small Business Act:

a. Small business concerns shall be afforded an equal opportunity to compete for prime contracts and subcontracts. The "Utilization of Small Business Concerns" clause (48 CFR part 52.219-8) set forth in **Exhibit "L"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included by NONPROFIT in all contracts in connection

with this Project/Activity in amounts which may exceed the simplified acquisition threshold, currently set at ONE HUNDRED THOUSAND DOLLARS (\$100,000) except (i) contracts which, including all subcontracts thereunder, are to be performed entirely outside the United States, and (ii) contracts for services which are personal in nature. The "Small Business Subcontracting Plan" clause (48 CFR part 52.219-9) set forth in **Exhibit "M"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included by NONPROFIT in all contracts in connection with this Project/Activity which may exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and which, in the opinion of COUNTY, offer substantial subcontracting possibilities.

b. Bidders' mailing lists shall include established and potential qualified small business concerns.

c. Invitations for bids or requests for proposals shall be sent to all firms on the appropriate mailing list except that where use of less than a complete list is appropriate a pro rata number of small business concerns shall be solicited.

d. Proposed procurements and contract awards shall be publicized in accordance with these policies.

e. Procurement of property and services shall be divided into reasonably small lots (not less than economic production runs) in order to permit bidding on quantities less than the total requirements.

f. The maximum amount of time practical shall be allowed for preparation and submission of bids and proposals.

g. Delivery schedules shall be established on a realistic basis which will encourage small business participation to the extent consistent with the actual requirements of the Small Business Act.

h. Applicable specifications, plans, and drawings either shall be furnished with invitations for bids and requests for proposals or, when not so furnished, information as to locations where they may be obtained or examined shall be furnished.

i. In the event of equal low bids, awards shall be in accordance with 48 CFR part 14.408-6, "Equal Low Bids".

j. Subcontracting to enroll small business concerns shall be encouraged.

k. Placement of small purchases (amounts under TWENTY FIVE THOUSAND DOLLARS [\$25,000]) with small business concerns shall be encouraged.

l. Small business concerns seeking Federal contracts, but found to lack qualifications as prime contractors, should be referred to COUNTY and the Small Business Administration for assistance as may be appropriate.

m. Offers from small business concerns otherwise qualified to perform specific federal contracts but ineligible under Walsh-Healey Public Contract Act, 41 USC 35 et seq.,

shall be referred to COUNTY and Small Business Administration for possible certification of eligibility to receive and perform the contract.

n. To the extent practicable, work to be performed which exceeds the maximum amount of any contract for which a surety may be guaranteed against loss shall be placed so that more than one small business concern may perform the work.

o. A small business concern otherwise qualified to receive and perform specific federal contracts but determined to be non-responsible may be certified to be competent by the Small Business Administration under the provisions of the Small Business Act.

To facilitate the participation of small businesses in CDBG funded contracts, CEDD has developed a Small Business Affirmative Action Plan designed to carry out the procurement standards found at 24 CFR 85.36(e). A copy of the Plan is available upon request from COUNTY Planning and Natural Resources Department.

NONPROFIT agrees that the "Small Business Participation Requirements" clause set forth in **Exhibit "N"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included in all contracts in connection with this Project/Activity for goods, services, and construction involving CDBG funding of more than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11) (currently set at \$100,000).

NONPROFIT further agrees that the "Small Business Subcontracting Program" clause set forth in **Exhibit "O"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included in all contracts in connection with this Project/Activity which may exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and should be included in all contracts which may not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) but which, in the opinion of COUNTY and HUD, offer substantial subcontracting possibilities.

18. Nondiscrimination on the Basis of Age

NONPROFIT is subject to the Age Discrimination Act of 1975, as amended, (Title III, Pub. L. 94-135) and attendant regulations at 24 CFR part 146, which prohibits, except as otherwise provided, that any person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. NONPROFIT is also subject to the Age Discrimination in Employment Act of 1967 addressing age discrimination in employment for persons between the ages of forty (40) and seventy (70) years.

19. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

COUNTY and NONPROFIT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR part 570.606(b) and Department of Transportation implementing regulations at 49 CFR part 24; the requirements in 24 CFR part 570.606(c) governing the residential anti-displacement and relocation assistance plan under Section 104(d) of the Housing and Community Development Act of 1974 (Act) and displacement under Section 104(k) of the Act, and HUD implementing regulations at 24 CFR Part 42; and

COUNTY may, at COUNTY's option, comply with the relocation requirements of 24 CFR part 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

20. Rehabilitation Act of 1973 and Nondiscrimination Based on Handicap

NONPROFIT is subject to the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended (29 USC 793 and 29 USC 794, respectively) and attendant regulation at 24 CFR 570.602, which provide that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance. NONPROFIT shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clauses, or any modifications thereof, set out in 48 CFR part 52.222-36, attached hereto as **Exhibit "P"** and incorporated herein by this reference as if set forth in full.

21. Americans with Disabilities Act of 1990

Grant subgrantees and subrecipients agree to abide by the requirements of the Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, and any regulations issued pursuant thereto, which prohibits, at Title I thereof, discrimination by any employer, employment agency, or labor organization against any qualified individual with a disability in regard to any term, condition, or privilege of employment; makes applicable, at Title II thereof, the prohibition against discrimination on the basis of disability to all programs, activities and services provided or made available by state and local agencies or instrumentalities or agencies thereof, or by public entities that provide public transportation; prohibits, at Title III thereof, discrimination against disabled persons by privately operated public accommodations and in public transportation services provided by private entities; and which, at Titles IV and V thereof, makes further provisions against discrimination against disabled persons.

22. Architectural Barriers Act of 1968

NONPROFIT is subject to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151 - 4157 (Uniform Federal Accessibility Standards (UFAS)), and the regulations issued pursuant thereto (41 CFR part 102-76.25(b)), which require, except as otherwise provided, that all new construction and major renovations, provide full access to and use of Federally-controlled facilities for physically impaired persons as required by the UFAS or the ADA Accessibility Guidelines, whichever is more stringent. Minor renovations in existing buildings shall meet minimum UFAS requirements. A more detailed explanation of these standards can be found in 36 CFR parts 1190 and 1191. NONPROFIT shall be responsible for compliance with the requirements of the Act during the design and construction and for the life of any improvements to be constructed as part of the Project/Activity, as defined herein. COUNTY shall have the right, at all reasonable times, to review construction plans and conduct inspections of the Project/Activity to determine if NONPROFIT is complying with these specifications.

23. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans

NONPROFIT shall comply with 48 CFR part 22.13 et seq., and shall take affirmative action to employ, advance in employment and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based on their disability or veteran's status. In all contracts or agreements of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) or more relating to this Agreement, NONPROFIT shall include or cause to be included the "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans" and the "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans" clauses and the "Compliance with Veterans' Employment Reporting Requirements" provision set out in **Exhibit "Q"**, attached hereto and incorporated herein by this reference as if set forth in full.

24. Environmental Considerations

In order to assure that the policies of the National Environmental Policy Act of 1969 ("NEPA"), as amended, and the California Environmental Quality Act of 1970 ("CEQA"), as amended, are most effectively implemented, COUNTY shall comply with HUD Environmental Review Procedures (24 CFR part 58) leading to environmental clearance for particular projects/activities, and the CEQA review procedures (Title 14, Section 15000 et seq. of the California Code of Regulations) in connection with this Project/Activity. In order to assure that the policies of NEPA and CEQA are carried out, NONPROFIT shall be responsible for complying with all conditions/mitigation measures specified during the environmental review process, all as more fully described in **Schedule "A"** attached hereto.

25. Lead Based Paint

NONPROFIT is subject to the prohibition against the use of lead-based paint. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act directs the prohibition of the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance. Such prohibitions are contained in 24 CFR part 35.135, and are applicable to residential structures constructed or rehabilitated with the assistance of Grant funds.

26. Historic Preservation

NONPROFIT must take into account the effects of a project on any prehistoric or historic district, site, building, structure, or object listed in, or eligible for inclusion in, the National Register of Historic Places maintained by the National Park Service of the U. S. Department of the Interior. The National Register "Criteria for Evaluation" (36 CFR part 60.4) was established by the Secretary of the Interior, NONPROFIT shall make every effort to avoid, minimize, or mitigate any adverse effects on historic properties. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 USC 470f), Pub. L. 89-665; Executive Order 11593, Protection and Enhancement of the Cultural Environment (May 13, 1971); the Advisory Council on Historic Preservation (26 CFR part 800); and Section 3 of the Reservoir Salvage Act of 1960, (Pub. L. 86-523), as amended by the Archaeological and Historic Preservation Act of 1974, (Pub. L. 93-291), (16 USC 469a-1), and their attendant implementing regulations.

27. Compliance with Clean Air and Water Acts

NONPROFIT is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., including the regulations of the Environmental Protection Agency at 40 CFR parts 6, 51, and 93; the Federal Water Pollution Control Act, as amended by the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1251 et seq., and later enactments; and Executive Order 11738 dated September 10, 1973. NONPROFIT, also, agrees to comply with Executive Order 12088, relating to the prevention, control, and abatement of water pollution.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

28. Flood Disaster Protection

NONPROFIT is subject to the requirements of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) which prohibits Federal financial assistance for acquisition or construction purposes, as defined under Section 3(a) of said act, for Projects/Activities within special hazard areas previously identified, ("Identified Area"), by the Director of the Federal Emergency Management Agency ("FEMA"), unless the Identified Area is in a community participating in the national flood insurance program and subject to the mandatory purchase of flood insurance requirements of said act. The PARTIES to this Agreement agree that the Project described in **Schedule "A"**, attached hereto, is not located in an Identified Area.

Any contract for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Director of FEMA as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

In its compliance with the Flood Disaster Protection requirements of this Agreement, COUNTY hereby agrees to comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards.

29. Indemnification

NONPROFIT agrees to indemnify, defend, and hold harmless COUNTY and its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, expert fees, fees of County Counsel, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of NONPROFIT or NONPROFIT's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or

persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of NONPROFIT by any person or entity.

NONPROFIT acknowledges that NONPROFIT, and all contractors hired by NONPROFIT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). NONPROFIT is and shall remain in compliance with the IRCA and shall ensure that only contractors hired by NONPROFIT to perform services under this Agreement are in compliance with the IRCA. In addition, NONPROFIT agrees to indemnify, defend, and hold harmless the County, its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives, from any liability, damages or causes of action arising out of or relating to any claims that NONPROFIT's employees or the employees of any contractor hired by NONPROFIT, are not authorized to work in the United States for NONPROFIT or its contractor and/or any other claims based upon alleged IRCA violations committed by NONPROFIT or its contractor(s).

30. Insurance

NONPROFIT in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of NONPROFIT's actions in connection with the performance of NONPROFIT's obligations, as required in this Agreement, shall secure and maintain insurance as described below. NONPROFIT shall not perform any work under this Agreement until NONPROFIT has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, NONPROFIT shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The NONPROFIT shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. NONPROFIT shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by NONPROFIT or COUNTY as an additional insured.

a. Workers' Compensation and Employers' Liability Insurance Requirement - In the event NONPROFIT has employees who may perform any services pursuant to this Agreement, NONPROFIT shall submit written proof that NONPROFIT is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

NONPROFIT shall require any contractor or sub-contractor to provide workers' compensation for all of the contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by the insurance afforded by NONPROFIT. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, NONPROFIT shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

NONPROFIT shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

1. NONPROFIT shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of NONPROFIT's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. NONPROFIT shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile liability Insurance required herein shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, NONPROFIT at its option, shall either (i) maintain said coverage for at least three (3) years following the termination of this

Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Upon acquisition of the Property (or if there are no improvements on the Property, upon completion of construction of any improvements) NONPROFIT shall maintain Fire and Extended Coverage Insurance on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value for all improvements.

d. Cancellation of Insurance — The above stated insurance coverages required to be maintained by NONPROFIT shall be maintained until the completion of all of NONPROFIT's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the NONPROFIT must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. NONPROFIT shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-; VII" rating. Any exception to these requirements must be approved by the COUNTY Risk Manager.

f. If NONPROFIT is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, NONPROFIT shall provide coverage equivalent to the insurance coverages and endorsements required above. COUNTY will not accept such coverage unless COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by NONPROFIT is equivalent to the above-required coverages.

g. All insurance afforded by NONPROFIT pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the COUNTY.

h. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve NONPROFIT for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

i. Failure by NONPROFIT to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by NONPROFIT. COUNTY, at its sole option, may terminate this Agreement and obtain damages from

NONPROFIT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to NONPROFIT, COUNTY shall deduct from sums due to NONPROFIT any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to NONPROFIT pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, NONPROFIT agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve NONPROFIT of its obligation to obtain and maintain the insurance coverages required by this Agreement.

j. Subcontractor Requirements

- (1) If NONPROFIT hires a consultant to provide professional services, such as architectural or engineering services under this Agreement, NONPROFIT shall require its consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) During the construction of the Activity, NONPROFIT shall require that all contractors hired by NONPROFIT to perform work on the Activity Premises maintain the following insurance coverages at all times during the performance of said work:
 - (a) Commercial General Liability Insurance including Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles, with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

31. Captions and Interpretation

Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

The Recitals listed at the beginning of this Agreement are hereby incorporated into this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

32. Successors and Assigns of COUNTY

This Agreement shall be binding upon and inure to the benefit of the successors to or assigns of COUNTY.

33. Liens and Encumbrances

Without the prior consent of COUNTY, NONPROFIT shall not transfer, pledge, hypothecate, or encumber the Project/Activity property during the Change in Use Restriction Period.

34. Assignment and Subletting

NONPROFIT shall not assign any right, title or interest it may acquire by reason of this Agreement nor sublet any Project/Activity premises except upon first obtaining the written consent of COUNTY.

35. Concurrent Remedy

No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

36. Non Waiver

No covenant or condition of this Agreement to be performed by NONPROFIT can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by NONPROFIT. A waiver of one covenant or condition by COUNTY does not grant or imply a waiver of any other covenant or condition to be performed by NONPROFIT. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

37. Incorporation of Prior Agreements and Amendments

This Agreement, including all attachments hereto and any reference to pertinent federal or State laws and regulations, contains the entire Agreement between the PARTIES, relating to the services, rights, obligations and covenants contained herein and assumed by the PARTIES respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect. This Agreement may be modified in writing only, signed by the PARTIES in interest at the time of modification.

38. Severability

Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions

shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the PARTIES intended to enter into in the first instance.

39. Signatory Authority

Each individual executing this Agreement on behalf of each party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. NONPROFIT shall, prior to Agreement execution by COUNTY's Board of Supervisors, deliver to COUNTY a copy of the resolution or minute order of NONPROFIT's governing body authorizing the execution of this Agreement.

40. Procedure to Modify and Limitation of Term of Agreement

a. Except as otherwise provided herein, the terms of this Agreement may only be modified by the written consent of the PARTIES hereto.

b. The expiration of this Agreement shall be determined as provided in Paragraph 1.g. of this Agreement.

41. Execution

This Agreement is effective upon the date indicated herein above. It is the product of negotiation and all PARTIES are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

42. Notices

Notices shall be sufficiently given hereunder if personally served upon the Clerk of the Board of Supervisors of the COUNTY or the Clerk of the NONPROFIT, or if sent by United States mail, postage prepaid, as follows:

directed to COUNTY, addressed to:

Planning and Natural Resources Department
Clerk of the Board of Supervisors
County Administrative Center
1115 Truxtun Avenue, Fifth Floor
Bakersfield, California 93301

or directed to NONPROFIT, addressed to:

President, Board of Directors
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, California 93309

43. Construed According to California Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of California.

44. Venue

This Agreement has been entered into and is to be performed in the County of Kern, California. Accordingly, the PARTIES agree that the venue of any action relating to this Agreement shall be in the County of Kern.

45. Opinions and Determinations

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, discretion, option, or determination of either COUNTY or NONPROFIT, such terms are not intended to be and shall not be construed as permitting such opinion, judgment, approval, review, discretion, option, or determination to be arbitrary, capricious, or unreasonable.

46. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to COUNTY and NONPROFIT. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and NONPROFIT that any such person or entity, other than COUNTY and NONPROFIT, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

The remainder of this page intentionally left blank.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective officers and agents hereunto duly authorized as of the day and year first above written.

APPROVED AS TO CONTENT:
Planning and Natural Resources Department

COUNTY OF KERN

BY _____
Lorelei H. Oviatt, AICP, Director

BY _____

Printed Name
Chairman, Board of Supervisors
"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

Corporation Number: _____

BY _____
Brian Van Wyk, Deputy

BY _____

Jeremy T. Tobias
Printed Name
Chief Executive Officer

Insert Title

"NONPROFIT"

R:\PLANNING\Bell\Project Agreements\03.20.5 CAPK Food Bank\CAPK Draft Agreement 8-18-21_LMC_PRESUMED BENEFIT.doc

Title

CD Activity # 03.20.5 – Community Action Partnership of Kern Food Bank Expansion

Project Purpose

CAPK's Food Bank is operating at capacity for warehousing and processing food donations that supply the Food Bank's over one hundred commodity pantries and food distribution sites located throughout Kern County, to eliminate hunger and poverty. The existing 20,000 ft² warehouse and 3,000 ft² of office space, lack adequate storage, receiving, sorting, packaging, and shipping areas for staff and volunteers to support daily operations. The Food Bank is renting additional space off-site for its Senior Food program supplies, supporting 39 distribution sites, and inefficiency adding staff and transportation costs. The space limitations at the Food Bank have resulted in diverting truckloads of incoming food donations to out-of-county food banks or distribution partners at the time of availability due to the lack of available space. This expansion is vital in meeting the current and future needs for processing food donations, and related activities in the area for residents of the low-income community.

Project Description

The design, rehabilitation and construction of the proposed phase I expansion of the CAPK Food Bank warehouse from 20,000 ft² to 60,000 ft² and associated site improvements; Phase II buildout of three loading docks and installation of a pallet rack system; Phase III install 18,000 ft³ refrigeration and 18,000 ft³ freezer, and Phase IV installation of solar panels and fire alarms.

Activity Description

The Project may include the following activities: design, rehabilitation and construction of the proposed phase I expansion of the CAPK Food Bank warehouse from 20,000 ft² to 60,000 ft² and associated site improvements; Phase II buildout of three loading docks and installation of a pallet rack system; Phase III install 18,000 ft³ refrigeration and 18,000 ft³ freezer, and Phase IV installation of solar panels and fire alarms and related improvements.

The first phase of the project includes site development for the expansion that includes the following activities: demolition, earthwork, AC paving, site concrete, irrigation/landscaping, and construction of the building expansion.

Project Cost Estimate

The total amount of GRANT funds committed by the County of Kern ("County" or "COUNTY") to the Project is NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586). Individual line items and payment responsibilities within the following detailed cost estimate for GRANT funds may be modified under authority of the County's Planning and Natural Resources ("PLNR") Director provided that the total amount of GRANT funds committed does not exceed NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586). In addition, NONPROFIT shall be responsible for all other costs related to this Project in excess of the GRANT amount and pursuant to the Agreement.

The NONPROFIT has additional funding for the Project from the following confirmed sources: Community Action Partnership of Kern funding, California Water Service funding, and committed funding from the City of Bakersfield. NONPROFIT accepts financial responsibility for all costs related to this Activity in excess of the NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586) made available by COUNTY pursuant to this Agreement.

DESCRIPTION	COUNTY GRANT Funds CD Activity #03.20.5	NON- PROFIT AND Other Funds	TOTAL
Demolition	\$0	\$30,949	\$30,949
Earthwork (Including Expanding Existing Sump	\$380,000	\$0	\$380,000
AC Paving	\$0	\$268,659	\$268,659
Site Concrete	\$0	\$246,540	\$246,540
Site Utilites	\$0	\$155,870	\$155,870
Ornamental Metal Fence & Gate	\$0	\$170,100	\$170,100
Irrigation/ Landscape	\$0	\$89,458	\$89,458
Structural Concrete	\$349,767	\$407,658	\$757,425
Miscellaneous Metals	\$0	\$16,125	\$16,125
Sheet Metal	\$0	\$25,000	\$25,000
Roof Accessories	\$0	\$42,000	\$42,000
Doors/ Frames/ Hardware - Incl. a,b,c,d	\$0	\$21,000	\$21,000
Overhead Doors	\$0	\$36,500	\$36,500
Painting - Incl. a,b,c,d	\$0	\$1,750	\$1,750
Signs	\$0	\$1,500	\$1,500
Fire Extinguishers & Cabinets	\$0	\$2,600	\$2,600
Metal Building System	\$0	\$680,000	\$680,000
Equipment / Furnishings - Plug	\$0	\$100,000	\$100,000
Fire Protection	\$0	\$120,500	\$120,500
Plumbing	\$0	\$30,000	\$30,000
HVAC	\$0	\$168,000	\$168,000
Electrical/ Low Voltage	\$365,900	\$930,100	\$1,296,000
Open Office (a)	\$0	\$203,000	\$203,000
Warehouse Office (c)	\$0	\$10,000	\$10,000
Subtotal	\$916,586	\$3,936,390	\$4,852,976
Bidding Contingency (10%)	\$0	\$485,298	\$485,298
Subtotal	\$916,586	\$4,421,688	\$5,338,274
General Conditions	\$0	\$318,181	\$318,181
Subtotal	\$916,586	\$4,739,869	\$5,656,455
CM Fee (5%)	\$0	\$282,823	\$282,823

DESCRIPTION	COUNTY GRANT Funds CD Activity #03.20.5	NON- PROFIT AND Other Funds	TOTAL
Subtotal	\$916,586	\$5,022,692	\$5,939,278
Liability Insurance	\$0	\$59,639	\$59,639
Total Construction Costs	\$916,586	\$5,082,331	\$5,998,917

Other Provisions

The following provisions apply to this Activity: 1) For the reimbursement of NONPROFIT staff overhead costs (at NONPROFIT's option), NONPROFIT will submit to COUNTY a cost allocation plan pursuant to OMB Circular A-87 for Community Development Division review and approval.

Beneficiaries

This Project is eligible for grant funding pursuant to 24 CFR Part 570, Subpart C, Section 570.208(a)(2)(i)(D) Limited Clientele per Section for nature and location determination; Eligible activities under 570.201(c) - Public Facilities and Improvements; HUD Use Code 03E - Neighborhood Facilities

Anticipated Implementation Schedule

It is agreed between the COUNTY and NONPROFIT that time is of the essence in the implementation of the Activity described in this Agreement. NONPROFIT shall implement the Project in an expeditious manner and otherwise conform to the cumulative time from date of execution by NONPROFIT's Board and COUNTY's Board of Supervisors as follows:

- a. NONPROFIT's Board executes AgreementWeek 1
- b. COUNTY's Board of Supervisors executes AgreementWeek 3
- c. NONPROFIT submits Insurance Certification Forms to COUNTYWeek 4
- d. NONPROFIT submits Plans/Specs to County for reviewWeek 6
- e. COUNTY completes review of Plans/SpecsWeek 7
- f. NONPROFIT completes Bid Advertising.....Week 8
- g. NONPROFIT conducts Bid Opening for Earthwork and Underground UtilitiesWeek 9
- h. NONPROFIT conducts Bid Opening for remaining site prep.....Week 11
- i. COUNTY reviews Bids for Earthwork and Underground Utilities.....Week 12
- j. NONPROFIT awards Contract(s) for Earthwork and Underground Utilities.....Week 13
- k. COUNTY reviews Bids for remaining site prepWeek 13
- l. NONPROFIT awards Contract(s) for remaining site prepWeek 14
- m. Earthwork BeginsWeek 15

Environmental Clearance: The project activities were found to be exempt from NEPA and an environmental clearance and the transmittal of Request for Release of Funds to HUD was authorized by the Board on _____. An Authority to Use Grant Funds was issued for the Project by HUD on _____.

National Environmental Policy Act (NEPA)

As to the environmental review and applicability of Section 24 CFR 58.47 for CD Activity No. 03.20.5, the review is maintained in the associated Planning and Natural Resources Department – Community Development Division Project file. It contains:

1. 24 CFR Part 58 Environmental Review;
2. Environmental Determination (CEST) cannot convert to exempt and Request for Release of Funds Documentation including Board of Supervisors action to request project funds; and
3. Authority to Use Grant Funds issued by HUD.

Mitigation Measures/Project Conditions

The following mitigation measures and/or conditions, included as part of the original review and hereby incorporated into the current Project Plans and Specifications and are to be complied with, as required, pursuant to the completed "Worksheet A". The NONPROFIT shall be responsible for notification of the COUNTY should any subsequent project modifications proposed affect the environmental clearance for the project.

1. In accordance with the Habitat Conservation Plan Habitat Fees and/or other conditions may apply to the project.

No more than 14 to 30 days prior to the commencement of operations or ground disturbing activities, as authorized by this environmental review, the project developer shall ensure that a preconstruction survey, is performed by a qualified biologist, to ensure that no special-status wildlife not covered under the adopted provisions of the Habitat Conservation Plan, to include the San Joaquin kit fox, have occupied the property.

The results of the survey shall be summarized in a written report that shall include site-specific recommendations, if found necessary. A copy of the biological report shall be submitted to the Kern County Planning and Natural Resources Department – Community Development Division for transmittal to the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service, where applicable. Additionally, exclusion zones shall be established and maintained until all construction activities are completed unless said agencies prefer that any affected special-status species be removed and/or relocated in accordance with said agencies adopted guidelines or standard procedures.

2. At all times during the development of the site the project, the developer, contractors and subcontractors shall comply with applicable requirements of the San Joaquin Valley Air Pollution Control District. Prior to implementation the San Joaquin Valley Air Pollution Control District shall be contacted regarding any air permits needed to ensure the above noted activities are completed in compliance with the applicable air related standards and/or regulations. All activities undertaken shall be completed in compliance with the applicable air quality rules and all permits issued for the project.
3. Construction related activities which generate excessive noise shall be restricted to those periods of the day when persons are not likely to be disturbed by temporary increases in noise. Construction related noise generating actions shall be limited from the hours of 8 a.m. to 5 p.m. on weekdays and 8 a.m. to 4 p.m. for work conducted during on any weekend or holidays.
4. In the unlikely event that any cultural and historical resources are discovered during implementation of the undertaking further consultation with SHPO would be required pursuant to 36 CFR Part 800.13(b).

California Environmental Quality Act (CEQA)

The County of Kern completed a CEQA exemption for the project on June 8, 2021. The Project activities qualify for a Class 1 Categorical Exemption and the project is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. All documentation pertaining to the CEQA clearance of the Project has been entered into the ERR file.

WITHHELD CONTRACT FUNDS CERTIFICATION

Public Contract Code Section 22300 requires the inclusion in invitations for public agency bids and in Public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on Project No. _____, _____.

- ☐ I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section 22300.
- ☐ I do intend to exercise my option as specified in Public Contract Code Section 22300 and hereby agree to the following:
 - 1. I will establish an escrow agreement satisfactory to the County, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the County.
 - 2. I will obtain written consent of the surety to any such agreement; and
 - 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractors complete and unreserved agreement) without prior written approval by the County of Kern with respect to the project hereinabove referenced.

Contractor

By (Signature)

Business Address

Title

Place of Residence

CD Project Name and Number:

- EXHIBIT "A" -

MEETING LABOR STANDARDS CONTRACT REQUIREMENTS
PRECONSTRUCTION CHECKLIST FOR CONTRACTORS

A. Introduction

The following checklist has been prepared to assist contractors and subcontractors in meeting their contractual labor standards responsibilities under federally assisted construction projects. All major administrative and procedural activities have been covered in the sequence they will occur as the construction project proceeds. **Careful attention to and use of the checklist should result in a minimum number of problems with respect to labor standards.**

B. Explanatory Notes

The word "County" can mean, as is appropriate to agreements between contracting entities; Kern County, or City, or District, or Local Development Corporation.

The word "employer" as used below refers to the project contractor, each subcontractor, or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance are required to be delivered to the responsible County department for review. This delivery procedure is as follows:

1. Each lower-tier subcontractor, after careful review, delivers required documents to his/her respective subcontractor.
2. Each subcontractor, after checking his/her own and those of each lower-tier subcontractor, delivers required documents to the project prime contractor.
3. **The prime contractor, after reviewing all weekly payrolls and other required documentation, including his/her own, and correcting violations where necessary, delivers all documents to the County.**

NOTE: All employers should check each of the following statements as being true. If any statement is not true, the contractor should contact the County for special guidance.

C. Before construction begins, each employer has:

1. not been debarred or otherwise made ineligible to participate in any Federal or Federally assisted project. _____
2. received appropriate contract provisions covering labor standards requirements. _____
3. reviewed and understands all labor standards contract provisions. _____
4. received the Wage Decision which pertains to the contract. _____
5. requested through the County and received the minimum wage for each classification that will be working on the project and which was

not included on the wage decision; has not allowed any such trade classification to work on the project before receiving the requested minimum wage.

6. requested and received certification on his/her apprentice program from the U. S. Department of Labor – Office of Apprenticeship and delivered a copy thereof to the County prior to employment of apprentices on the project. Likewise, "trainee" program certification from USDOL/OA, if applicable, must be so delivered.
7. registered with the California Department of Industrial relations pursuant to Labor Code section 1725.5, or verified that the contract is not subject to the requirements of Chapter 1 of Part 7, Division 2 of the Labor Code

D. At construction start, the employer has:

1. notified the County of the proposed construction start date in writing.
2. received written Notice to Proceed from the County.
3. placed each of the following on a bulletin board prominently located on the project site which can be easily seen by the workers (and replaced if lost or unreadable any time during construction):
 - Wage Decision
 - Notice to Employee (WH 1321)
 - Equal Employment Opportunity is the Law
4. obtained the worker's name, mailing address, and Social Security Number for payroll purposes, **before** assigning each project worker to work,
5. obtained proof of each apprentice's individual registration in an approved apprenticeship program from the USDOL/OA.
6. informed each worker of:
 - a. his/her work classification as it will appear on the weekly payroll and on the project Wage Decision.
 - b. his/her duties of work.
 - c. the U. S. Department of Labor's requirement on this project that the worker is either a journeyman, apprentice, or laborer –
If a journeyman, he/she is to be paid a journeyman's minimum project wage decision rate, or more;

If an apprentice, he/she is to be paid not less than the apprentice's rate for the trade based on his/her year of apprenticeship; or _____

If a laborer, he/she is to do a laborer's work only (not use any tool or tools of a trade) and not perform any part of a journeyman's work and is to be paid the laborer's minimum project wage decision rate or more. _____

7. understood the requirements that each laborer or mechanic who performs work on the project in more than one classification within the same work week shall be classified and paid at the highest wage rate applicable to any of the work which he/she performed unless the following requirements are met: _____

- a. Accurate daily time records shall be maintained. These records must show the time worked in each classification, the rate of pay for each classification, and must be signed by the workman. _____
- b. The payroll shall show the hours worked in each classification and the wage rate paid for each classification. _____
- c. The payroll shall be signed by the workman or a signed copy of the daily time record shall be attached thereto. _____

8. informed each worker of his/her hourly wages (not less than the minimum wage rate for his/her work which is stated in the project Wage Decision), explaining provisions for: _____

- a. time and a half for all hours worked in excess of 8 in a day or 40 in a calendar week as provided for in the Contract Work Hours Safety Standards Act and in the State Labor Code, _____
- b. fringe benefits, if any (see project Wage Decision for any required), and _____
- c. deductions from his/her pay. _____

9. informed each worker that he/she is subject to being interviewed on the job by the responsible County department, HUD, Department of Labor, or other U. S. Government Inspector, to confirm that his/her employer is complying with all labor requirements. _____

10. informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working. _____

- E. During Construction, each employer:

1. has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, nor dismissed any project worker because of race, color, religion, sex, or national origin. _____
2. has employed all registered apprentices referred to him/her through normal channels up to the applicable ratio of apprentices to journeymen in each trade used by the employer. _____
3. will maintain basic employment records accessible to inspection by the County or U. S. Government representative. _____
4. will comply with all health and safety standards. _____
5. has paid all workers weekly. _____
6. has submitted original weekly payrolls — _____
 - a. prepared on recommended Form WH-347: available from:

Superintendent of Documents
Government Printing Office
Washington, D. C. 20402

Contractors who wish to purchase these forms are urged to enter their orders promptly because the Superintendent of Documents takes six weeks to fill orders. It is permissible for contractors to reproduce the forms.

NOTES:

Any alternate payroll form used should be cleared with the County before the employer starts work on a project. A computer printout, for example, is acceptable **provided all data shown on the front and back of Payroll Form WH-347 is on, or included with, the payrolls delivered to the County.**

Some employers place all project workers on Payroll Form WH-347. The County does not review those project workers, listed on the payroll, who perform work that is descriptive of any of the following job titles which are exempt from labor requirements:

	project superintendent
	project engineer
	supervisory foreman (less than 20% of time as working
foreman)	
	messenger
	clerical worker (timekeeper, payroll clerk, bookkeeper)

- b. Front page of payroll (Form WH-347)

1) Heading (6 "blocks" of information)

i) Name of Contractor or Subcontractor. Box is marked, whether contractor (prime) or subcontractor and name of employer is stated. _____

ii) Address. Street address or P. O. Box, City, State, and Zip Code of employer is stated. _____

iii) Payroll No. Each weekly payroll is numbered in sequential order starting with Payroll No. "1". _____

Payroll for final work week is marked "Final." _____

iv) For Week Ending. The last date of the work week is stated in this "block." _____

v) Project and Location. Name of project and community in which located. _____

vi) Project or Contract No. CD Project and/or Contract Number. _____

2) Internal Revenue Service (IRS) Employer Identification Number. The initial payroll submission from each contractor and subcontractor shall contain the applicable IRS-Employer's Identification Number written in the upper right corner of Form WH-347. _____

3) Body (9 Columns of information)

i) Column 1 – Name, Address, and Social Security Number of Employee (Worker). Name stated as it appears on pay check. _____

Worker's best mailing address and social security number is stated on Payroll No. 1 or the payroll on which the worker's name first appears. _____

If worker's address changes while working on the project, that worker's new address is stated on next applicable payroll. _____

If any two or more workers have the same name, their social security numbers are included on each weekly payroll to denote separate identification. _____

ii) Column 2 – No. of Withholding Exemptions. For employer's convenience – entry not required by County. _____

- iii) Column 3 - Work Classification. Must be included as it appears on the project Wage Decision (with Group Number, if any), denotes the work which the worker actually performed. State Federal classification, even when a higher State wage is paid.
-

NOTE: If the applicable classification is not included in the Wage Decision, contractor should call the responsible County department immediately, and request classification by Additional Classification Process via HUD.

Apprentice. If worker is an apprentice, the type of apprentice (Electrical, Plumbing, Cement Mason, etc.) is included in this column each time the apprentice's name appears on a weekly payroll,

Split Classification. If worker has performed more than one class of work during the work week, such as carpenter and laborer, the division of work will be shown on separate lines of the payroll. An accurate daily time record must show the exact hours of work performed daily in each class of work, and must be signed by the affected workman,

Each class of work he/she performed is stated in Column 3 in separate "blocks." His/her name is repeated in corresponding "blocks" in Column 1,

The breakdown of hours worked daily under each work classification is stated in Column 4, and total for week in Column 5,

The applicable wage rate for each classification of work is stated in Column 6,

The payroll is signed by the workman in the related "blocks" or a signed copy of the daily time records are attached to the payroll,

If the above is not done, the worker must be paid at least the highest minimum wage rate of all the classes of work performed for all hours worked.

NOTES:

Average Pay of Two Classes of Work is Not Acceptable.

The employer shall not pay a "semi-journeyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of trade (journeyman) and each hour he does not use

tools of the trade (laborer) must be recorded in separate "blocks" in Column 3 of the payroll.

Helper. The work classification of "helper" is not accepted by the Department of HUD, unless included in the Wage Decision issued by the Secretary of Labor for the project. Any employee listed as "helper" in absence of such classification in the Wage Decision must be paid the journeyman's rate for hours he uses tools of the trade.

- iv) Column 4 - Day and Date. Label the columns within Column 4 with the days of the work week and the corresponding dates of the month.

Hours Worked Each Day:

Row O – Overtime Hours are stated for all time worked in excess of 8 hours in any day or 40 hours in any calendar week.

Row S – Straight Hours are stated for each day worked up to 8 hours in any day or 40 hours in any calendar week.

- v) Column 5 - Total Hours.

Row O – Total overtime hours worked during the work week (sum of 7 sub-columns in Column 4).

Row S – Total straight hours worked during the work week (sum of 7 sub-columns in Column 4), maximum of 40 hours.

- vi) Column 6 - Rate of Pay.

Row O – Must not be less than 1-1/2 times the worker's basic hourly rate of pay (State Labor Code) stated in Column 6, Row S.

Row S – Actual wage paid, which must not be less than the minimum wage rate for the work classification stated in Column 3 (see Federal Wage Decision and State Prevailing Wage, use whichever is higher).

Apprentices. If a copy of the apprentice's registration certificate from the State BAT has not been submitted to County by employer (through the prime contractor), apprentice must be paid journeyman's rate.

Piece Worker. Piece work must be stated in Column 6 at an hourly rate computed as the gross pay for the work week (work on the project) divided by the total number of hours worked on the project during the work week.

vii) Column 7 - Gross Amount Earned.

Upper Left – Equals straight hours shown in Column 5, Row S times straight rate of pay shown in Column 6, Row S plus overtime hours (if any) shown in Column 5, Row O times overtime rate of pay shown in Column 6, Row O.

Lower Right – Equals gross amount earned on project shown in Column 7, Upper Left plus the gross amount earned for all work performed by worker during the work week on other projects, jobs, contracts, etc.

viii) Column 8 - Deductions. Each deduction made (especially “Other Deductions”) is required by law, or voluntarily authorized by the worker in writing before the work week began, or provided in a bargaining agreement to be deducted from the respective worker's pay.

Other – All deductions in this sub-column have been specifically identified in the space provided between item (1) and (2) on the back of Payroll Form WH-347(left side of form).

ix) Column 9 - Net Wages Paid for Week. Total gross amount earned shown in Column 7, Lower Right minus total deductions shown in Column 8.

c. Back of Payroll (Form WH-347), each employer has:

- 1) completed all blank spaces and understands the penalties for falsification,

identified all “Other” deductions shown in the sub-column of Column 8 on the front of the form,

checked Item 4 if fringe benefits are included in the Wage Decision for any of his/her workers -

4(a) - if fringe benefits are paid to approved fund(s), or

4(b) - paid directly to each affected worker - included in paycheck for the work week - his/her paycheck representing at least the pay of the applicable

minimum wage rate plus the amount of required fringe benefits.

provided detail of exceptions to section 4(a) or 4(b), such as s split in fringe benefits where vacation is paid in cash and all other fringes are paid to a plan,

remarked on rate of pay calculations, such as the calculation of an overtime rate when fringe benefits are paid in cash,

- 2) manually signed (with a "wet signature") the payroll in ink in the "block" marked signature, and stated his/her title.
 - 3) verified the person who signed the payroll is the employer or an official of the employer who is legally authorized to act for the employer.
- d. Weekly Payroll Review. Each employer has promptly reviewed the weekly payroll for compliance with all labor requirements (using this checklist) and made necessary corrections.

Each Lower-tier Subcontractor has delivered his/her weekly payroll to the respective subcontractor within three (3) calendar days from the last date of the work week.

Each subcontractor has received a payroll from each of his/her lower-tier subcontractors; reviewed each and his/her own payroll; required necessary corrections; and delivered all of such payrolls to the prime contractor within five (5) calendar days from the last date of the work week.

Contractor has received a payroll from each subcontractor and each lower-tier subcontractor; monitored each including his/her own payroll; required necessary corrections; and collectively delivered them to the County within seven (7) work days of the last date of the respective work week.

F. After Project Completion, each employer:

will keep all weekly payrolls related to the project for three (3) years after the contractor's project completion date or until all project audit issues are resolved, whichever is later.

Revised: September 2004

MATERIAL COVERED AT PROJECT PRECONSTRUCTION CONFERENCE

PURPOSE

AGENDA

- I. Contractor/Subcontractor Information Sheet Form CDA-100
- II. Section 3 Compliance Instructions
- III. Executive Order No. 11246, amended by Executive Order No. 11375, Equal Employment Opportunity
- IV. Contractor's Ratio of Apprentices to Journeymen AND Proving Employee Apprentice Status
- V. Project Wage Determination
- VI. Fringe Benefit Statement
- VII. U.S. Department of Labor Form WH-347, Weekly Payroll Sheet
- VIII. U.S. Department of Labor Form WH-348, Statement of Compliance
- IX. Working Subcontractors
- X. Record of Employee Interview, Form HUD 11

PRECONSTRUCTION CONFERENCE

PURPOSE

HUD requires that CDBG recipients hold a conference with the principal project contractor and all available subcontractors prior to the actual start of project construction. Seven days lead notice of conference date is required by HUD. The purpose of the Conference is to inform project contractors of their responsibilities relating to Equal Employment Opportunity, Federal Labor Standards, and general contract compliance.

AGENDA

I. Contractor/Subcontractor Information Sheet, Form CDA-100

- A. Required for completion of County's Contract and Subcontract Activity Report to HUD.
- B. This form is used to document whether the contractor/subcontractor is a:
 - 1. Minority Contractor
 - 2. Woman Contractor
 - 3. Contractor whose contract was procured by Competitive Bidding
- C. Submission is required prior to issuance of "NOTICE TO PROCEED."
- D. Construction cannot start until proper review and approval by County.

II. Section 3 Compliance Instructions

- A. Purpose of this Program is to ensure that employment and other economic opportunities generated by the HUD financial assistance on this project shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low - and very low - income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low - and very low - income persons.
- B. Section 3 applies to HUD funded housing and community development projects which receive federal financial assistance exceeding \$200,000 and for which contract or subcontract amounts exceed \$100,000.
- C. Please consult the Section 3 Compliance Instructions contained in the project specification manual for more details regarding project Section 3 compliance.

III. **Executive Order No. 11246, amended by Executive Order No. 11375, Equal Employment Opportunity.**

- A. The purpose of Executive Order No. 11246, as amended by Executive Order No. 11375, is to assure that project contractors and subcontractors will not discriminate against project employees in regard to their race, color, religion, sex or national origin.
- B. For federally funded construction contracts in excess of \$10,000, contractors and subcontractors are required to make a good faith effort to ensure that 19.1% of all work hours are performed by minority workers and that 6.9% of all work hours are performed by women.
- C. Written Affirmative Action Plans are required for federally funded construction prime contracts of \$1,000,000 or more and for subcontracts of \$100,000 or more.
- D. All contractors and subcontractors working on federally-assisted construction projects are required, by the U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs (OFFCP) to collect race and gender information on construction employees, classified by trade. This information must be maintained not only for this project, but for all work your firm is performing, whether it is federally funded or not. The U. S. Department of Labor reserves the right to review this information in the future.
- E. HUD may impose sanctions such as contract suspension or termination and/or debarment in future federally funded construction projects in cases of noncompliance.

IV. **Contractor's Ratio of Apprentices to Journeymen AND Proving Employee Apprentice Status**

- A. The purpose of the Contractor's Ratio of Apprentices to Journeymen is to comply with the California Labor Code regarding employment of apprentices on public works projects.
- B. The contractor or subcontractor shall apply for a certificate from the local craft Joint Apprenticeship Council, approving the contractor's or subcontractor's participation in an apprenticeship program.
- C. The ratio of apprentices to journeymen in any craft or trade employed on a public

works project is to be no less than one apprentice to each five Journeymen.

- D. Noncompliance requires withholding of fifty dollars (\$50.00) from progress payments for each day of noncompliance.
- E. For each apprentice listed on project payrolls, the contractor or subcontractor shall submit with the first payroll the apprentice is listed on, current registration information from the U. S. Department of Labor - Office of Apprenticeship. **Copies of Apprentice Agreements will no longer be accepted as proof of registration in an approved program.** ALSO, each apprentice who is listed on project payrolls must have listed for them what type of apprentice (Electrical, Plumbing, Cement Mason, etc.) they are.

V. **Project Wage Determination**

- A. The Wage Determination lists the minimum wages to be paid all non-supervisory employees.
- B. Listed are the different Hourly Rates of Pay for all employees depending upon each employee's Labor Classification and Group Number.
- C. All employees listed on any project payrolls are to be listed by their proper Labor Classification Title and Group Number as found in the project Wage Determination for the type of work they actually perform.

VI. **Fringe Benefit Statement**

- A. The purpose of the "Fringe Benefit Statement" is to have the contractor/subcontractor provide additional information regarding fringe benefits paid into an "...approved plan, fund, or program."
- B. Listed are the hourly rates for the various categories of fringe benefits, and the name & address of the fund to which the fringe benefits are being paid into, for each labor classification being used on the job-site.
- C. The information provided on this Statement is used to assist the project monitor in payroll reviews to verify that employees are receiving the required total wage package (the basic rate plus fringe benefit per hour).
- D. The "Fringe Benefit Statement" is to be submitted by the prime contractor and each sub-contractor (who has **not** already indicated that fringe benefits are being paid in cash to the employee) with the first weekly Certified Payroll for work performed.

VII. **U. S. Department of Labor Form WH-347, Weekly Payroll Sheet**

- A. The purpose of Form WH-347, Weekly Payroll Sheet, is to verify that all project employees are being paid weekly and correctly. The use of any other payroll form will be acceptable only if its format includes all the information needed to meet HUD requirements. All payrolls submitted must be originals, with "wet signatures" on the Statements of Compliance.
- B. The Weekly Payroll Sheet is to be submitted to the County/Owner/Architect or Engineer once a week, each week, that work was done on this project.
- C. Weekly Payroll Computations will be checked for both mathematical accuracy and for any non-permissible deductions.
- D. Untimely submittal or submittal with errors will require holding up of progress payments, until this form is received.
- E. Prime Contractors and subcontractors must retain their basic payroll records (payroll register, individual earning cards, check stubs, etc.) for a three year period after completion of the project.
- F. If requested, contractors shall make their Superintendent's log book available to the payroll reviewer for payroll compliance review purposes.

VIII. **U.S. Department of Labor Form WH-348, Statement of Compliance**

- A. The purpose of Form WH-348 is to certify that any payrolls submitted for this project are correct and complete. The use of any other compliance statement form will be acceptable only if its format substantially includes all the language and citations required by the U.S. Department of Labor WH-348 form.
- B. The Statement of Compliance is to be submitted to the County/Owner/Architect or Engineer with the Weekly Payroll once a week, each week, that work was done on this project.
- C. The Statement of Compliance is to be submitted no later than seven work days after the end of the week being reported, as is the case with Form WH-347, Weekly Payroll Sheet.
- D. If Statements of Compliance are signed by someone other than an owner or officer of the firm (such as President, Treasurer, or Payroll Administrator), a "Certificate of Authorization" that gives permission to the non-owner or the non-officer to sign the statements must be submitted with the first payroll.
- E. Untimely submittal or submittal with errors or omissions will require holding up progress payments until this form is received.

- F. Fringe benefit payments to plans, funds, or programs may be verified by the County/Owner/Architect or Engineer.

IX **Working Subcontractors**

- A. The payment of prevailing wage rates established by HUD provide that the wage protections afforded apply to laborers and mechanics employed on federally-assisted construction contracts regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. There is **no** exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others.
- B. "Laborers and mechanics" may **not** certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.
- C. Payrolls submitted reporting single or multiple owners certifying that they have paid to themselves the prevailing wage for their craft are unacceptable; rather, such laborers or mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a contract.
- D. Whatever method of compensation computation is utilized, the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. The name, work classification, actual hours of work, effective hourly wage rate, and wage payment of each self-employed laborer and mechanic must be reported and certified on the responsible employer's weekly payroll.
- E. More extensive guidance for the Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") is detailed in Labor Relations Letter No. LR-96-01, dated December 2, 1996. Additional information is also provided regarding HUD's compliance and certification parameters for owner-operators of power equipment and truck drivers.

X. **Record of Employee Interview, Form HUD-11**

- A. Interviews will be conducted by County/Owner/Architect or Engineer staff or their designee.
- B. Required to document the confirmation that:
 - 1. Project Employees are working in the correct classification; and
 - 2. For the correct pay.
- C. Random samples of each contractor/subcontractor(s) workforce will be interviewed throughout the course of the project.
- D. Comparisons of interview forms with the Weekly Payroll Sheets and Prevailing Wage Decision will assure proper payment to project workforce.
- E. Failure to resolve discrepancies within a reasonable period of time will cause future progress payments to be held up.
- F. County/Owner/Architect or Engineer staff who administer the HUD-11 forms are hereby reminded that they are to indicate "None" in the Remarks sections of the form when there is nothing additional to report from the actual interview or the comparison of the HUD-11 form to the payroll and the project wage decision. The HUD-11 interviewer and payroll examiner are each to sign and date the form in the spaces provided when they have completed the interview and examination.

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

(CDBG Fund Regulations at 24 CFR 85.20 [b] and [c])

The financial management systems of grantees and subgrantees must meet the following standards:

1. Financial reporting: Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.
2. Accounting records: Grantee and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
3. Internal control: Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control: Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data is required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost: Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation: Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.
7. Cash management: Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by grantees and subgrantees must be followed whenever advance payment procedures are used. Grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. When advances are made by letter-of-credit or electronic transfer of funds methods, the grantee must make drawdowns as close as possible to the time of making disbursements. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees.

An awarding agency may review the adequacy of the financial management system of any applicant for financial assistance as part of a preaward review or at any time subsequent to award.

PROHIBITED USE OF FEDERAL FUNDS FOR LOBBYING

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in appendix A of 41 CFR part 105-69 (see CDA 243), that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a disclosure form, set forth in appendix B of 41 CFR part 105-69 (see Standard Form – LLL), if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in appendix A of 41 CFR part 105-69, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in appendix B of 41 CFR part 105-69 (see Standard Form – LLL), if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose Lobbying activities pursuant to 31 U.S.C. 1352
(See page 2 for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number:			9. Award Amount: \$		
10a. Name and Address of Lobbying Registrant: (if individual, last name, first name, MI)			b. Individuals Performing Services: (including address if different from No. 10a.) (last name, first name, MI)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification on this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal [RFP] number, Invitation for Bid [IFB] number, grant announcement, number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FEDERAL REQUIREMENTS

FEDERAL LABOR STANDARDS PROVISIONS - The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

MINIMUM WAGES - All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates to less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5 (a) (1) (ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office Management and Budget under OMB control number 1215-0140).

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of labor has fund, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

WITHHOLDING - HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Controller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

PAYROLLS AND BASIC RECORDS - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B)b of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1, U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (Approved by the Office of Management and Budget Under OMB Control Number 1215-0149).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The contractor or subcontractor shall make the records required herein available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR part 5.12.

APPRENTICES AND TRAINEES - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and

Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentage of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

COMPLIANCE WITH COPELAND ACT REQUIREMENTS - The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

SUBCONTRACTS - The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may, by appropriate instructions, require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

CONTRACT TERMINATION; DEBARMENT - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3 and 5 are herein incorporated by reference in this contract.

DISPUTES CONCERNING LABOR STANDARDS - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

CERTIFICATION OF ELIGIBILITY - By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contract or participate in HUD programs pursuant to 24 CFR Part 24.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transactions," provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES - No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - As used in this section, the terms "Laborers" and "mechanics" include watchmen and guards.

OVERTIME REQUIREMENTS - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES - In the event of any violation of the clause set forth in Section 5-3.01B(1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of Section 5-3.01B(1), in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 5-3.01B(1).

WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES - HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determine to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in Section 5-3.01B(2) above.

SUBCONTRACTS - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 5-3.01B(1) through 5-3.01B(4) of these and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with provisions set forth in Sections 5-3.01B(1) through 5-3.01B(4) of these .

HEALTH AND SAFETY - No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (40 USC 3701 et.seq.).

The Contractor shall include the provisions of this article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of labor shall direct as a means of enforcing such provisions.

CLEAN AIR AND WATER - The Contractor agrees to comply with all requirements of Section 114 of the Clean Air Act, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before award of this contract.

The Contractor agrees that no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless or until the EPA eliminates the name of such facility or facilities from such listing.

The Contractor agrees to use best efforts to comply with the clean air standards at the facility in which the contract is being performed.

The Contractor agrees to insert the substance of this clause into every nonexempt subcontract, including this paragraph.

EQUAL OPPORTUNITY CLAUSES (48 CFR 52.222-26) (Sept 2016) –

(a) Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if -

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to

extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)

- I. The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- II. The Contractor shall disseminate the prohibition on discrimination in paragraph (c) (5) (i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by –
 - a. Incorporation into existing employee manuals or handbooks; and
 - b. Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms..

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION - Bidder's

attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
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19.1 Percent

6.9 Percent

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

UTILIZATION OF SMALL BUSINESS CONCERNS (48 CFR 52.219-8) (Oct 2018) –

(a) **Definitions.** As used in this contract –

HUBZone small business concern means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that -

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by

-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern -

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

- (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
- (2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if -
 - (i) The subcontractor is registered in SAM; and
 - (ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
- (3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
- (4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
- (5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small

business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include -

- (i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;
- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
- (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

COMPLIANCE WITH THE REHABILITATION ACT OF 1973 - The Contractor shall comply with the requirements of 41CFR 60-741, which are incorporated by reference in this contract.

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36) (JUN 2020) –

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 33.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL OPPORTUNITY FOR VETERANS (48 CFR 52.222-35) (JUN 2020) –

(a) *Definitions.* As used in this clause -

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EMPLOYMENT REPORTS ON VETERANS (48 CFR 52.222-37) (Jun 2020)

a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

ARCHITECTURAL BARRIERS ACT OF 1968 - This project is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6 for general type buildings) which require Federal and Federally funded buildings and other facilities be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, individuals with physical disabilities.

NONDISCRIMINATION ON BASIS OF AGE POLICY - It is the policy of the Executive Branch of the Government that (a) contractors and subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan,

or statutory requirement, and (b) that contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

AMERICANS WITH DISABILITIES ACT OF 1990 - CDBG contractors and subcontractors agree to abide by the requirements of the American with Disabilities Act of 1990, Public Law 101- 336, and any regulations issued pursuant thereto, which prohibits, at Title I thereof, discrimination by any employer, employment agency, or labor origination against any qualified individual with a disability in regard to any term, condition, or privilege of employment; makes applicable, at Title II thereof, the prohibition against discrimination on the basis of disability to all programs, activities and services provided or made available by state and local agencies or instrumentalities or agencies thereof, or by public entities that provide public transportation; prohibits, at Title III thereof, disabilities discrimination by privately operated public accommodations and in public transportation services provided by private entities; and which, at Titles IV and V thereof, makes further provision against discrimination against disabled persons.

STATE OF CALIFORNIA LABOR CODE REQUIREMENTS

Unless specified otherwise, any reference in this Section to subcontractor shall also include the prime construction contractor.

Labor Code Requirements

Attention is directed to the following requirements of the Labor Code:

(a) Hours of Labor

Eight hours labor constitutes a legal day's work. CITY/DISTRICT/NONPROFIT or any subcontractor under CITY/DISTRICT/NONPROFIT shall forfeit, as a penalty to the Community and Economic Development Department, \$25 for each worker employed in the execution of the construction under the contract by CITY/DISTRICT/NONPROFIT or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of CITY/DISTRICT/NONPROFIT in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

(b) Prevailing Wage

1. In respect to the Grant funded construction, CITY/DISTRICT/NONPROFIT and any subcontractor under CITY/DISTRICT/NONPROFIT shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, CITY/DISTRICT/NONPROFIT and any subcontractor under CITY/DISTRICT/NONPROFIT shall forfeit to the Community and Economic Development Department a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by CITY/DISTRICT/NONPROFIT or by any subcontractor under CITY/DISTRICT/NONPROFIT in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CITY/DISTRICT/NONPROFIT or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CITY/DISTRICT/NONPROFIT or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by CITY/DISTRICT/NONPROFIT or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CITY/DISTRICT/NONPROFIT or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CITY/DISTRICT/NONPROFIT or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project or CITY/DISTRICT/NONPROFIT is not liable for the penalties described above unless the prime contractor or CITY/DISTRICT/NONPROFIT had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor or CITY/DISTRICT/NONPROFIT fails to comply with all of the following requirements:

- a. The contract executed between CITY/DISTRICT/NONPROFIT and the subcontractor for the performance of work on the public works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
- b. CITY/DISTRICT/NONPROFIT shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, CITY/DISTRICT/NONPROFIT shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- d. Prior to making final payment to the subcontractor for work performed on the public works project, CITY/DISTRICT/NONPROFIT shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

2. Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify CITY/DISTRICT/NONPROFIT on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if CITY/DISTRICT/NONPROFIT did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CITY/DISTRICT/NONPROFIT shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. CITY/DISTRICT/NONPROFIT shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by CITY/DISTRICT/NONPROFIT within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, CITY/DISTRICT/NONPROFIT shall pay all moneys retained from the subcontractor to COUNTY. These moneys shall be retained by COUNTY pending the final decision of an enforcement action.

3. Pursuant to the requirements in Section 1773 of the Labor Code, CITY/DISTRICT/NONPROFIT has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

4. The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Internet Web Site at:
<http://www.dir.ca.gov>.

5. The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract.

CITY/DISTRICT/NONPROFIT shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

6. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by CITY/DISTRICT/NONPROFIT at a prominent place at the site of the work.

7. Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to CITY/DISTRICT/NONPROFIT for the project.

8. COUNTY will not recognize any claim for additional compensation because of the payment by CITY/DISTRICT/NONPROFIT or its subcontractor of any wage rate in excess of the prevailing wage rate set forth in the contract.

(c) Payroll Records

1. Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

"Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in the connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CITY/DISTRICT/NONPROFIT on the following basis:

- a. certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- b. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by CITY/DISTRICT/NONPROFIT, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of CITY/DISTRICT/NONPROFIT.

"The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

"CITY/DISTRICT/NONPROFIT or subcontractor shall file a certified copy of the records with the entity that requested the records within 10 days after receipt of a written request.

"Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of CITY/DISTRICT/NONPROFIT and the subcontractor performing the contract shall not be marked or obliterated.

"The subcontractor shall inform the body awarding the contract of the location of the records including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"CITY/DISTRICT/NONPROFIT or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records. In the event that CITY/DISTRICT/NONPROFIT or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CITY/DISTRICT/NONPROFIT is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

2. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to CITY/DISTRICT/NONPROFIT.

3. A copy of all payrolls shall be submitted weekly to CITY/DISTRICT/NONPROFIT. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. CITY/DISTRICT/NONPROFIT shall be responsible for the submission of copies of payrolls of all subcontractors. CITY/DISTRICT/NONPROFIT and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

(d) Apprentices

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, CITY/DISTRICT/NONPROFIT or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with CITY/DISTRICT/NONPROFIT.

e) Workers' Compensation

Pursuant to the requirements in Section 1860 of the Labor Code, the subcontractor will be required to secure the payment of workers' compensation to the subcontractor's employees in conformance with the requirements in Section 3700 of the Labor Code. Prior to the commencement of work, the subcontractor shall sign and file with CITY/DISTRICT/NONPROFIT a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

This certification is included in the contract, and signature and return of the contract shall constitute signing and filing of the certificate.

(f) Suits to Recover Penalties and Forfeitures

1. Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.

2. Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the subcontractor or the subcontractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received the amounts withheld from payment for those penalties and forfeitures is not a prerequisite for those suits, and these claims will not be considered.

NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(24 CFR, Subtitle A, Part 1, Section 1.5 Assurances Required)

1.5 Assurances Required

(a) General

(1) Every contract for Federal financial assistance to carry out a program or activity to which this Part 1 applies, executed on or after January 3, 1965, and every application for such Federal financial assistance submitted on or after January 3, 1965, shall, as a condition to its approval and the extension of any Federal financial assistance pursuant to such contract or application, contain or be accompanied by an assurance that the program or activity will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this Part 1. In the case of a contract or application where the Federal financial assistance is to provide or is in the form of personal property or real property or interest therein or structures thereon, the assurance shall obligate the recipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the recipient for the period during which Federal financial assistance is extended pursuant to the contract or application. The responsible Department official shall specify the form of the foregoing assurance for such program or activity, and the extent to which like assurances will be required of subgrantees, contractors and subcontractors, transferees, successors in interest, and other participants in the program or activity. Any such assurance shall include provisions which give the United States a right to seek its judicial enforcement.

(2) In the case of real property, structures or improvements thereon, or interests therein, acquired through a program of Federal financial assistance, the instrument effecting any disposition by the recipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. In the case where Federal financial assistance is provided in the form of a transfer of real property or interests therein from the Federal Government, the instrument effecting or recording the transfer shall contain such a covenant.

(3) In a program receiving Federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, to the extent that rights to space on, over, or under any such property are included as part of the program

receiving such assistance, the nondiscrimination requirements of this Part 1 shall extend to any facility located wholly or in part in such space.

(b) Pre-existing contracts - funds not disbursed. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and the funds have not been fully disbursed by the Department, the responsible Department official shall, where necessary to effectuate the purposes of this Part 1, require an assurance similar to that provided in paragraph (a) of this section as a condition to the disbursement of further funds.

(c) Pre-existing contract - periodic payments. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and provides for periodic payments for the continuation of the program or activity, the recipient shall, in connection with the first application for such periodic payments on or after January 3, 1965:

(1) Submit a statement that the program or activity is being conducted in compliance with all requirements imposed by or pursuant to this Part 1; and

(2) Provide such methods of administration for the program or activity as are found by the responsible Department official to give reasonable assurance that the recipient will comply with all requirements imposed by or pursuant to this Part 1.

(d) Assurances from institutions.

(1) In the case of any application for Federal financial assistance to an institution of higher education, the assurance required by this section shall extend to admission practices and to all other practices relating to the treatment of students.

(2) The assurance required with respect to an institution of higher education, hospital, or any other institution, insofar as the assurance relates to the institution's practices with respect to admission or other treatment of persons as students, patients, or clients of the institution or to the opportunity to participate in the provision of services or other benefits to such persons, shall be applicable to the entire institution unless the applicant establishes, to the satisfaction of the responsible Department official, that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which Federal financial assistance is sought, or the beneficiaries of or participants in such program. If in any such case the assistance sought is for the construction of a facility or part of a facility, the assurance shall in any event extend to the entire facility and to facilities operated in connection therewith.

(e) Elementary and secondary schools. The requirements of this section with respect to any elementary or secondary school or school system shall be deemed to be satisfied if such school or school system (1) is subject to a final order of a court of the United States for the desegregation of such school or school system, and provides an assurance that it will comply

with such order, including any future modification of such order, or (2) submits a plan for the desegregation of such school or school system which the responsible official of the Department of Health and Human Services determines is adequate to accomplish the purposes of the Act and this Part 1 within the earliest practicable time, and provides reasonable assurance that it will carry out such plan.

(Authority: Sec. 7(d) Department of Housing and Urban Development Act (42 U.S.C. 3535(d)))

[38 FR 17949, July 5, 1973, as amended at 50 FR 9269, Mar. 7, 1985]

EQUAL OPPORTUNITY

(48 CFR 52.222-26)
(Sept 2016)

(a) Definitions. As used in this clause—

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if—

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60–1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60–1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60–1.

ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

UTILIZATION OF SMALL BUSINESS CONCERNS (48 CFR 52.219-8) (Oct 2018) –

(a) **Definitions.** As used in this contract —

HUBZone small business concern means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that -

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by -

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern -

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if

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(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include -

- (i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;
- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
- (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

Small Business Subcontracting Plan
(48 CFR 52.219-9)
(June 2020)

Small Business Subcontracting Plan (JUN 2020)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) 2.101.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.=

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its

source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged

business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

- (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—
 - (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
 - (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the

contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242–5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219–8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212–5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a

commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

SMALL BUSINESS PARTICIPATION REQUIREMENTS

(Applies only to projects where CDBG/NSP funding is more than \$100,000 and less than \$500,000)

- I. It is the policy of the HUD that small businesses and women business enterprises shall have the maximum practicable opportunity to participate in the performance of HUD funded contracts.
- II. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. Contractors may rely on written representations by subcontractors regarding their status as small businesses in lieu of an independent investigation.
- III. A Small Business (SB) is a business, including its affiliates, which is independently owned and operated, not dominant in its field of operation in which it is bidding for government contracts, and qualified as a small business under the criteria in 13 CFR part 121. The size criterion entitled "Small Business Size Standards" is within this bid specification or request for proposal package for reference.
- IV. Bidding Contractors shall make the maximum attempt feasible to achieve the County's objective for SB participation in CDBG funded contracts by performing the contract administration and compliance steps as follows:
 - A. Contract Administration: The contractor shall insert this clause in any subcontract involving CDBG funding of more than the simplified acquisition threshold, fixed at 41 U.S.C. 403 (11) (currently set at \$100,000), monitor the subcontractor's compliance, and maintain records of such compliance.
 - B. Contract Compliance: The Contractor shall evidence his/her understanding of and intent to comply with the County's CEDD SB Plan by submitting, as an integral part of his/her bid, the following:
 1. To verify attainment of County's SB goals **submit, with bid**, Form SB-241 "SMALL BUSINESS AND WOMAN BUSINESS ENTERPRISE UTILIZATION BID SUBMISSION TO THE COUNTY OF KERN"; and
 2. When non-attainment occurs, **submit, with bid**, Form SB-242, "LIST OF NECESSARY AFFIRMATIVE STEPS TAKEN TO INVOLVE SMALL BUSINESSES (SBs)", including any additional documentation which provides evidence of the contractor's efforts to attain the County's SB goals, which is to include the following:
 - a. Statement of contractor's efforts to enter into direct contact with SBs.
 - b. Report of responses received from SBs, including proposals or bids and the contractor's response thereto.
 - c. Copies of correspondence sent to groups and individual SBs as notification of the contractor's intent to contract with SBs.
 - d. Report of specific contacts with small contractor's associations, small business development centers, or any other agency which may disseminate bid information to SBs.

- e. Description of specific efforts undertaken by prime contractors to encourage subcontractors to obtain SB participation.

The bid forms section within this bid specification or request for proposal package includes both SB Forms. Bidders are hereby notified that in the event they do not meet the County's SB goal, their firm can still receive a CDBG funded contract if they performed all of the listed steps.

Bidders are hereby notified that the text of the entire SB Plan is available at CEDD upon request.

SMALL BUSINESS SUBCONTRACTING PROGRAM

(Applies only to projects where CDBG/NSP funding is more than \$500,000)

- I. The Contractor agrees to establish and conduct a program which will enable small businesses to be considered fairly as subcontractors under this contract. The term "small business", as used in this clause, is defined at III. of the "Small Business Participation Requirements" contract clause. In this connection, the Contractor shall:
 - A. Designate a liaison officer who will administer the Contractor's Small Business Subcontracting Program.
 - B. Provide adequate and timely consideration of the potentialities of known small businesses in all "make-or-buy" decisions.
 - C. Assure small businesses will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small businesses.
 - D. Submit periodic reports of subcontracting to small businesses with respect to the records referred to in subparagraph (5), in such form and manner and at such time (not more often than quarterly) as CEDD's SB Liaison Officer may prescribe.
 - E. Maintain records showing (i) procedures adopted to comply with the policies set forth in this clause, including the establishment of a source list of small businesses, (ii) awards to small businesses on the source list, and (iii) specific efforts to identify and award contracts to small businesses.
 - F. Cooperate with CEDD's SB Liaison Officer in any studies and surveys; he/she may conduct, regarding small business procedures and practices of prime contractors.

The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000, provisions which shall conform substantially to the language of this clause, including this paragraph II, and to notify the SB Liaison Officer of the names of such subcontractors.

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36) (JUN 2020) –

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 33.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL OPPORTUNITY FOR VETERANS
(48 CFR 52.222-35)
(JUNE 2020)

(a) Definitions. As used in this clause -

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EMPLOYMENT REPORTS ON VETERANS
(48 CFR 52.222-37)
(JUNE 2020)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C.4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.



RESOLUTION # 2021-24

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the County of Kern CDBG Agreement for the Food Bank Expansion Project

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on November 17, 2021, in Bakersfield, California and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of "Helping People, Changing Lives" in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the County of Kern has offered \$916,586 to assist with the expansion of the Food Bank; and

WHEREAS, the funding is expected to cover the cost of earthwork, ornamental metal fencing and electrical materials and

WHEREAS, the scope of work is expected to be completed by April 15, 2022; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to act on behalf of the Board as CAPK's representative signatory with regard to the execution of the agreement and all subsequent amendments throughout the duration of the contract term.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 17th day of November 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

November 17, 2021
Date



MEMORANDUM

To: Budget & Finance Committee
Tracy Webster
From: Tracy Webster, Chief Financial Officer
Date: November 10, 2021
Subject: *Agenda Item 4e*: Unrestricted Excess (Deficit) Transfer to Discretionary -
Action Item

Unrestricted funds held by the agency may be transferred at the discretion of the Board of Directors. The availability of unrestricted funds allows the Board to build reserves within the control of the Board. Staff is recommending the transfer of unrestricted funds from Indirect, Food Bank and 211.

Indirect Funds:

CAPK implemented the utilization of the 10% De Minimis indirect rate during fiscal year 2016-17 with board approval on February 24, 2016. The use of the De Minimis rate is described in Uniform Guidance. CAPK had historically utilized a Direct Cost Rate that was administratively intensive. The De Minimis Indirect Rate was allowable for agencies that never had a negotiated indirect rate.

The use of the De Minimis Indirect Rate allows an excess or deficit indirect collection to become unrestricted. Funds held in the Indirect Fund must match the allowability of cost principles described in Uniform Guidance. Hence it is in the best interest of the agency to transfer excess or deficit funds at the end of the fiscal year to the Discretionary Fund. This will allow for the excess funds to be more transparently displayed to the Board. Plus, it allows the agency to build unrestricted reserves within the control of the Board.

Last fiscal year, excess indirect earnings for fiscal years 2016-17, 2017-18, 2018-19, and 2019-20 were moved to the Discretionary Fund in the amount of \$2,506,345.38. During fiscal year 2020-21, an indirect excess of \$851,717.52 was recognized. Accordingly, these funds will be transferred from the Indirect Fund to the Discretionary Fund.

Food Bank and 211:

Additionally, departments such as the Food Bank and 211 have unrestricted sources of funding. Both the Food Bank and 211 have accumulated surplus unrestricted fund balance. These funds are solely unrestricted and may be transferred to the Discretionary Fund at the Discretion of the Board.

Excess Fund Balance as of 2/28/2021:

Category	Balance
Discretionary Fund	\$2,048,867.01
Fundraising Fund	275,059.44
Food Bank U/R	1,045,872.83
211 U/R	464,986.37
Excess Indirect	851,717.52
TOTAL	\$4,686,503.17

Proposed Transfer to Discretionary:

Category	Balance
Food Bank U/R	\$1,000,000.00
211 U/R	371,000.00
Excess Indirect	851,717.52
TOTAL	\$2,222,717.52

Discretionary Balance After Transfer:

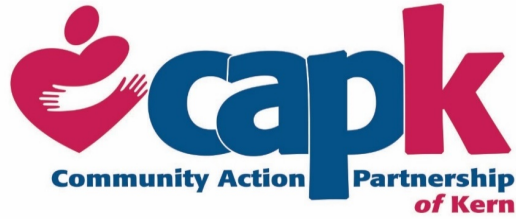
Category	Balance
Discretionary Fund	\$2,048,867.01
Unrestricted Transfer	2,222,717.52
TOTAL	\$4,271,584.53

Remaining Balances After Transfer:

Category	Balance
Discretionary Fund	\$4,271,584.53
Fundraising Fund	275,059.44
Food Bank U/R	45,872.83
211 U/R	93,986.37
TOTAL	\$4,686,503.17

Recommendation:

Staff recommends that the excess funds in the amount of \$851,717.52 from the Indirect Fund, \$1,000,000.00 from the Food Bank, and \$371,000.00 from 211 (a total of \$2,222,717.52) to be transferred to the Discretionary Fund.



BUDGET AND FINANCE COMMITTEE

NOVEMBER 10, 2021

FINANCIAL REPORT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/21 - 02/28/22	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/21 - 02/28/22	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/21 - 02/28/22	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
ENERGY			NOT APPLICABLE	03/01/21 - 02/28/22	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/21 - 02/28/22	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/21 - 02/28/22	531	DONATIONS, RENTAL INCOME
211			NOT APPLICABLE	03/01/21 - 02/28/22	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/21 - 02/28/22	541	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/21 - 02/28/22	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START EXPANSION	2,454,592	93.600	09HP000163-03	03/01/21 - 02/28/22	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START EXPANSION - CARES ACT	133,579		09HP000163-02C3	03/01/20 - 02/28/21		
EARLY HEAD START/HEAD START	27,045,025	93.600	09CH011132-03	03/01/21 - 02/28/22	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START - CARES ACT	1,549,338		09CH011132-02C3	03/01/20 - 02/28/21		
EARLY HEAD START SAN JOAQUIN	5,608,269	93.600	09-CH011406-02	02/01/21 - 01/31/22	117	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN - CARES ACT	275,067		09-CH011406-01C3	02/01/20 - 01/31/21		
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/20 - 07/31/21	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	166,842	21.009	21VITAA0243	10/01/20 - 09/30/21	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,535,543 1,535,543	93.569	20F - 3015 21F - 4015	01/01/20 - 05/31/21 01/01/21 - 05/31/22	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,000,000	93.391		9/17/20 - 12/30/20	137	COUNTY OF KERN, CARES ACT, CORONAVIRUS RELIEF FUND
CSBG CARES ACT DISCRETIONARY (YOUTH CENTER CARES)	40,370	93.569	20F - 3654	03/27/20 - 05/31/22	175/008	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,606,069 9,323,755	93.568 93.568	20B - 2012 21B - 5012	10/01/19 - 06/30/21 11/01/20 - 06/30/22	122-30 122-30	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) CARES ACT	2,291,443	93.568	20U-2561	07/01/20 - 04/30/21	122-40	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	1,364,399 250,000	81.042 81.042	17C-4010 20C-6008	06/01/18 - 06/30/20 07/01/20 - 06/30/21	123-65 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085	93.575	CCTR - 0052	07/01/20 - 06/30/21	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 0052	07/01/20 - 06/30/21	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 28,000	93.575	CMAF - 9000 CMAF - 0000	07/01/20 - 06/30/21 07/01/20 - 06/30/21	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM		93.575	CSPP - 9121	07/01/20 - 06/30/21	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/20 - 06/30/21	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,735,694	10.561	19-10324	10/01/20 - 09/30/21	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
UNITED WAY STANISLAUS 211 RENTAL ASSISTANCE	93,600	21.023		03/01/21 - 12/31/21	185	U.S. DEPT OF HEALTH & HUMAN SERVICES, COUNTY OF STANISLAUS, UNITED WAY OF STANISLAUS
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE CAPABILITY	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/ 569	15 - MOU - 00118	10/01/20 - 09/30/21	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP CARES ACT	20,205	10.568/ 569		10/01/20 - 12/31/20	105-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
EFAP FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)	113,134	10.568/ 569		10/01/20 - 09/30/21	105-095	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRS)	288,169	10.568/ 569		10/01/20 - 09/30/21	105-098	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 37	58,005	97.024		4/1/2020 - 5/31/2021	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S CARES Act	82,698	97.024		7/1/2020 - 3/31/2021	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S State Set Aside (SSA)	18,900	97.024		7/1/2020 - 3/31/2021	114-097	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	\$1,992.62 PER TRUCK LOAD	10.178		10/01/20 - 09/30/21	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	386,389	10.565	MOU-20-6003	10/01/20 - 09/30/21	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/20 - 09/30/21	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,001,061 4,001,061	10.557 10.557	19 - 10139 19 - 10139	10/01/20 - 09/30/21 10/01/21 - 09/30/22	115 115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	96,442	10.561	18 - 7012 - SUB - CAPK	10/01/20 - 09/30/21	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM SSI	43,513	10.561		10/01/20 - 09/30/21	164-005	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/20 - 06/30/21	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,852,203		N/A	07/01/20 - 06/30/21	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/20 - 06/30/21	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
MIGRANT ALTERNATIVE PAYMENT	4,173,683		CMAF - 0000	07/01/20 - 06/30/21	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,659,082		CCTR - 0052	07/01/20 - 06/30/21	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,367,697		CSPP-0126	07/01/20 - 06/30/21	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	262,661		CMIG - 0004	07/01/20 - 06/30/21	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	39,399		CMSS - 0004	07/01/20 - 06/30/21	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	348,000		19T - 9011	10/01/19 - 06/30/22	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	3,460,624 4,227,141		N/A	07/01/20 - 06/30/21 07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/20 - 06/30/21	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	328,862		509-2019	07/01/20 - 06/30/21	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,054,472		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE
CITY OF BAKERSFIELD HOMELESS HOUSING ASSISTANCE AND PREVENTION	42,000		2020-213	10/01/20 - 09/30/22	278	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, CITY OF BAKERSFIELD
FOOD BANK CAPACITY PROGRAM	363,636		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/20 - 06/30/21	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/20 - 06/30/21	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/20 - 06/30/21	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	219,006 230,726		N/A	07/01/20 - 06/30/21 07/01/21 - 06/30/22	280	OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	82,149 87,948		2020.2.05	07/01/20 - 06/30/21 07/01/21 - 06/30/22	288	KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	138,262 142,167		2020.2.06	07/01/20 - 06/30/21 07/01/21 - 06/30/22	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	156,092 163,032		2020.1.06	07/01/20 - 06/30/21 07/01/21 - 06/30/22	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	90,717 154,174		2020.2.18	01/01/21 - 06/30/21 07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS., SIERRA FOUNDATION
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/20 - 06/30/21	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/20 - 06/30/21	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
FEEDING AMERICA SENIOR HUNGER	50,000		25618	11/01/20 - 01/31/22	422	FEEDING AMERICA SENIOR HUNGER, MULTI-PRIVATE DONORS
GOODWILL INDUSTRIES - CALIFORNIA STATEWIDE COVID-19 CALL CENTER RESPONSE	90,681 25,000		N/A	03/30/20 - 03/29/21	430	GOODWILL INDUSTRIES OF SACRAMENTO & NORTHERN NEVADA, INC.
211 ENERGY UPGRADE CA PROGRAM	30,000		N/A	11/01/20 - 09/30/21	432	COMMUNITY RESOURCE PROJECT, INC.
SVCF MIGRANT CHILDCARE ALTERNATIVE PAYMENT	250,000		N/A	08/01/20 - 07/31/21	451	SILICON VALLEY COMMUNITY FOUNDATION
SHAFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/20 - 08/31/21	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/20 - 08/31/21	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
211 KINGS COUNTY	22,868		N/A	07/01/20 - 06/30/21	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/20 - 06/30/21	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	70,019		N/A	07/01/20 - 06/30/21	536-234	UNITED WAY OF STANISLAUS COUNTY
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
FOOD BANK FREE FARMERS MARKET - WASCO	100,000		N/A	01/01/20 - 12/31/20	467	THE WONDERFUL COMPANY FOUNDATION
DAP (DISGORGEMENT ASSISTANCE PROGRAM)	346,238		20D - 1012	10/01/19 - 12/31/20	484	STATE OF CALIFORNIA, DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT, BARCLAY'S BANK SETTLEMENT WITH FETC
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST

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COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2021/22

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
451	SCVF Migrant Childcare Alternative Payment	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	Food Bank		X				
105	Emergency Food Assistance		X				
111	USDA Commodities		X				
114	Emergency Food & Shelter		X				
135	County of Kern CARES Food Delivery Program		X				
147	Commodity Supplemental Food Program		X				
175-032	CSBG Discretionary - Ridgecrest		X				
215	Food Bank Capacity Project		X				
216-000	Food Bank Tax Check-Off		X				
216-087	State Emergency Food Assistance		X				
413	Resnick Foundation		X				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2021/22

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>Small Business Development</u>						
456	Bank of the West				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
155	Americorps				X		
242	Youth Authority				X		
246	Realignment for Success				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
335	Gang Prevention				X		
444	Starbucks Foundation				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Census</u>						
273	County of Kern 2020 Census				X		
408	Sierra Foundation 2020 Census				X		
409	NALFO Education Foundation 2020 Census				X		
	<u>Homeless Services</u>						
275	County of Kern LBNC				X		
275-007	County of Kern LBNC - Start-up				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2021/22

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
164-005	Cal Fresh (SSI)				X		
186	2-1-1 Hospital Preparedness Program				X		
272	United Way - CESH				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
429	Southern CA Gas CRM Development Program				X		
430	Goodwill Industries - CA COVID-19 Call Ctr				X		
431	United Way - COVID-19 Comm Resp & Relief				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
 FISCAL YEAR 2021/22

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
02/28/21	n/a				
03/31/21	n/a				
04/30/21	n/a				
05/31/21	n/a				
06/30/21	n/a				
07/31/21	n/a				
08/31/21	n/a				
09/30/21	n/a				
10/31/21	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 for \$1.5 million during January , February, July, August 2021 and will increase to \$350,000 during March - June 2021, Sept - Dec 2021. This agreement will terminate on January 15, 2022.
 A varied amount decrease to better manage the cash flow need during peak months.

Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.

LINE OF CREDIT COMMITMENT FEE (Based on the daily unused amount of the line of credit calculated quarterly)

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/20 - 3/31/21	90 days	\$ 1,781.05	0.25%
04/01/21 - 6/30/21	90 days	\$ 1,349.36	0.25%
07/01/21 - 9/30/21	90 days	\$ 1,534.40	0.25%

Note 3: The interest expense and commitment fee are automatically deducted from CAPK's operating bank account at Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF OCTOBER 31, 2021	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(104,103.13)
HEAD START/EARLY HEAD START	502,424.74
SUBTOTAL	398,321.61
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	628,242.73
MIGRANT A/P	1,922,422.72
MIGRANT CHILD CARE	98,190.64
MIGRANT SPECIALIZED SERVICES	16,390.00
SAN JOAQUIN COE GENERAL CHILD CARE	460,350.85
STATE PRESCHOOL	2,507,546.62
SUBTOTAL	5,637,801.26
ANTHEM BLUE CROSS FOOD BANK	17,349.79
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	146,736.22
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(126,942.91)
EF&S	56.67
EFAP	(193,051.41)
FEEDING AMERICA SENIOR HUNGER	59,394.46
FOOD BANK	405,617.52
FOOD BANK EXPANSION	38,133.28
FOOD BANK CAPACITY PROGRAM	181,200.94
FOOD BANK - STATE	175,289.25
KAISER	95,000.00
SENIOR FARMERS MARKET NUTRITION PROGRAM	32,004.00
TRADE MITIGATION	0.00
WONDERFUL FOUNDATION	1,963.57
SUBTOTAL	832,751.38
ENERGY	(234,258.99)
DOE WAP	46,154.04
LIHEAP	(310,744.95)
PG&E	(15,720.99)
DAP (Disgorgement Assistance Program)	(64,894.41)
TRANSFER NEGATIVE BALANCE	579,465.30
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	509,480.52
211 ENERGY UPGRADE CA PROGRAM	(12,035.86)
AMERICORPS - CALIFORNIA VOLUNTEERS	(13.46)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(21,828.70)
CAL FRESH	(7,023.94)
CALEITC	(169.55)
CAPK FOUNDATION	(157,408.91)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	(5,968.24)
COST POOLS	53,891.02
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,066.07
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	93,927.02
CSBG	(43,155.11)
CSBG CARES ACT	295,355.05
CSBG DISCRETIONARY	6,345.01
DIFFERENTIAL RESPONSE	(30,320.28)
DIGNITY HEALTH	1,891.31
DISCRETIONARY FUND	1,989,573.92
ECONOMIC EMPOWERMENT	0.00
EAST KERN FAMILY RESOURCE CENTER	36,341.56
ESG CARES ACT HOMELESS SERVICES	(144,619.88)
ESG COORDINATED ENTRY SERVICE - COVID19	(11,554.82)
FIRST 5 KERN 211	(21,385.86)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(45,489.87)
FIRST 5 HELP ME GROW	(16,784.95)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(42,597.24)
FRIENDSHIP HOUSE	199.95
FUNDRAISING	275,059.44
GAPP FUND	0.00
GENERAL FUND	391,219.56
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(8,963.24)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(253,120.37)
HOUSING FOR THE HARVEST STATE	(331,017.45)
HUD-COORDINATED ENTRY SYSTEM	(55,698.90)
INDIRECT FUND	664,396.61
IRS - VITA	10,492.74
M ST NAVIGATION CENTER	16,631.38
NALEO - 2020 CENSUS	0.00
NEOPB CAL FRESH HEALTHY LIVING	(199,700.94)
POSITIVE YOUTH DEV SVC	(10,523.69)
POSITIVE YOUTH M	(36,940.58)
SHAFTER YOUTH CENTER	27,075.25
SIERRA FOUNDATION - ASTHMA MITIGATION	230,319.97
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	(4.19)
SO CA EDISON - 211 CUSTOMER RELATIONS	0.01
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	(17,076.69)
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	46,350.19
WELLS FARGO FOUNDATION	46,981.80
WIC	(665,638.26)
LESS: ENERGY NEGATIVE BALANCE	(579,465.30)
ADD: LINE OF CREDIT	
SUBTOTAL	2,109,073.65
TOTAL OPERATING CASH	8,979,947.90

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.
2. Head Start Accrued Vacation: This is an interest bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.
3. CSD Advances Account: This is an interest bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.
4. On-Line Donations Account: This is an interest bearing restricted bank account that is designated for internet donations to CAPK. The deposits are subsequently transferred to the Operating Account.
5. Child Development Reserve #1: This is an interest bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Child Care (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.
6. Child Development Reserve #2: This is an interest bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

Note: All CAPK bank accounts are with Wells Fargo Bank.

**COMMUNITY ACTION PARTNERSHIP OF KERN
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651**

BANK RECONCILIATION FOR THE MONTH ENDED
September 30, 2021

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	10/31/21		9,700,307.75
LESS: OUTSTANDING CHECKS		670,330.78	
ADJUSTED BANK BALANCE AT	10/31/21		9,029,976.97
GENERAL LEDGER BALANCE AT	09/30/21		9,433,895.23
ADD: DEPOSITS		2,301,239.38	
US TREAS DRAWDOWNS		2,116,772.29	
FUNDS FROM OTHER GRANTS		958,619.47	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
ADP /HEALTH EQUITY REFUND		16,638.78	
REIMBURSEMENT OF ALTERED PAYEE		-	
		-	
		-	
		-	
LESS: CHECKS		1,736,481.21	
ADP PAYROLL 10/8/21		1,437,882.31	
ADP PAYROLL 10/22/21		1,419,863.43	
EFTS FOR HRA/HSA/ STD/403B		348,977.75	
REC LOAN PRINCIPAL/INT EXPENSES		30,864.59	
TRANSFERS FROM RESTRICTED ACCOUNTS		29,241.52	
CREDIT CARD		29,613.61	
BANK FEES		1,420.60	
ACH VOUCHERS		762,843.16	
GENERAL LEDGER BALANCE AT	10/31/21		9,029,976.97

DIFFERENCE: -

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/09/2021

APPROVED BY: Nancy Webster TITLE: Chief Financial Officer DATE: Nov 9, 2021

Lorraine Casillas

Nov 9, 2021

**COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT****

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

**BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021**

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 10/31/21 220,886.37

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/21 220,886.37

BALANCE PER G/L 09/30/21 220,856.36

ADD: DEPOSITS 0.00

INTEREST 30.01

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

WIRE TRANSFER 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 10/31/21 220,886.37

* December 2009 name changed from Food Bank to DOE ARRA. DIFFERENCE: 0.00

** January 2018 name changed from DOE ARRA to CSD Advances.

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 11/01/21

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Nov 2, 2021



Nov 2, 2021

**COMMUNITY ACTION PARTNERSHIP OF KERN
HEADSTART ACCRUED VACATION***

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
September 30, 2021

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING: 09/30/21 1,055,441.29

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 09/30/21 1,055,441.29

BALANCE PER G/L 08/31/21 1,026,059.69

ADD: DEPOSITS 0.00

INTEREST 140.08

ROUNDING ERROR 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 29,241.52

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 09/30/21 1,055,441.29

DIFFERENCE: 0.00

* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 11/02/21

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Nov 4, 2021



Nov 4, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
ON-LINE DONATIONS ACCOUNT
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021

WELLS FARGO BANK, N.A.
 P. O. BOX 63020
 SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	10/31/21	72,294.01
DEPOSITS IN TRANSIT	0.00	
OUTSTANDING CHECKS	0.00	
OTHER	0.00	
ADJUSTED BANK BALANCE	10/31/21	72,294.01

BALANCE PER GENERAL LEDGER	09/30/21	67,948.39
ADD: DEPOSITS (Credit Card Donations & Shared Fee)	0.00	
ONLINE DONATIONS	4,403.65	
PAYPAL DEPOSIT	0.00	
INTEREST	9.68	
LESS: APPLIED MERCHANT DEBITS	0.00	
CLIENT ANALYSIS SERVICE CHARGE	17.45	
BANKCARD FEES	50.26	
CASH CONCENTRATION FEE	0.00	
FUND TRANSFER TO GENERAL FUND	0.00	
	0.00	
BALANCE PER GENERAL LEDGER:	10/31/21	72,294.01

* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.

Difference: 0.00

** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.

*** January 2018 name changed from HOPE Program Account to On-line Donations Account.

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 11/03/21

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Nov 4, 2021



Nov 4, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #1
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021

WELLS FARGO BANK, N.A.
 P. O. BOX 63020
 SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: 10/31/21 11.96

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/21 11.96

BALANCE PER G/L 09/30/21 11.95

ADD: DEPOSITS 0.00

INTEREST 0.01

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 10/31/21 11.96

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/01/21

APPROVED BY: *Mary Webster* TITLE: Chief Financial Officer DATE: Nov 2, 2021

Louise Canlas

Nov 2, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #2
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: **10/31/21** **35,004.80**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: **10/31/21** **35,004.80**

BALANCE PER G/L **09/30/21** **35,000.04**

ADD: DEPOSITS 0.00

INTEREST 4.76

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L **10/31/21** **35,004.80**

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/02/21

APPROVED BY:  TITLE: Chief Financial Officer DATE: Nov 2, 2021



Nov 2, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED October 1, 2021 - October 31, 2021

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Gloria Barbero	Administrator - EHS San Joaquin	587.10
Yolanda Gonzales	Director of Head Start/State Child Development Programs	1,535.00
Freddy Hernandez	Director of Youth and Community Services	1,010.60
Laurie Hughey		-
Traco Matthews	Chief Program Officer	3,624.87
Lisa McGranahan	Director of Human Resoures	18.75
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	1,424.00
Pritika Ram	Director of Administration	1,097.43
Jeremy Tobias	Chief Executive Officer	287.67
Emilio Wagner	Director of Operations	1,008.03
Tracy Webster	Chief Financial Officer	-
	Total	\$ 10,593.45



Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	10/1/2021 - 10/29/2021		
Trans Date	Post Date	Merchant Name	Charge Codes
		Approved	Receipt
			Amount
Transaction Count: 0			
Total: 0.00			

Employee Signature	Date	Authorized Approver Signature	Date
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WELLS FARGO

Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Account #	Reporting Period	Trans Date	Post Date	Merchant Name	Charge Codes	Company Currency	Community Action Partnership O US Dollar	Approved	Receipt	Amount
Gloria Barbero	XXXX-XXXX-XXXX-7058	10/1/2021 - 10/29/2021	1	9/30/2021	10/1/2021	Brazelton Touchpoints Online Training on Challenging conversation (1 sessions)			✓		30.00
2	10/5/2021	10/6/2021	10/6/2021	10/6/2021	Brazelton Touchpoints Online Training on Challenging conversation (1session)						30.00
3	10/15/2021	10/18/2021	10/18/2021	10/18/2021	Fsp*hopewell Cpr Training Lead Poisoning Prevention for Child Care Providers Online training for new site supervisor Patricia Mexicano Chrisman center.						25.00
4	10/18/2021	10/19/2021	10/19/2021	10/19/2021	Cps Human Resource Service Operations and Record Keeping Registration for new site supervisor Patricia Mexicano Chrisman Center.						4.85
5	10/21/2021	10/25/2021	10/25/2021	10/25/2021	Amtrak .Com Refund of Amtrak ticket for Gloria Barbero do to late arrival for the ROMA Training.						-76.50

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/21/2021	10/25/2021	Amtrak .Com Amtrak ticket for Gloria Barbero from Stockton CA to Bakersfield CA for ROMA Training.				76.50
7 10/21/2021	10/25/2021	Amtrak .Com Amtrak ticket for Gloria Barbero and Rashi Strother from Stockton to Bakersfield. Early arrival for ROMA Training.				153.00
8 10/21/2021	10/25/2021	Amtrak .Com Amtrak ticket for Rashi Strother Stockton to Bakersfield for ROMA Training.				76.50
9 10/21/2021	10/25/2021	Amtrak .Com Refund of Amtrak ticket for Rashi Strother due to late arrival for ROMA Training.				-76.50
10 10/22/2021	10/25/2021	National Head Start Asso 2022 Winter Leadership Institute NHSA, Registration for Gloria Barbero.				459.00
11 10/27/2021	10/29/2021	Amtrak .Com Refund for Amtrak ticket for Gloria Barbero and Rashi Strother unable to attend ROMA training due to family emergency and short staffing.				-114.75
Transaction Count: 11 Total: 587.10						

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Yolanda Gonzales		Community Action Partnership O		
Account #		XXXX-XXXX-XXXX-7009		US Dollar		
Reporting Period		10/1/2021 - 10/29/2021				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/22/2021	10/25/2021	National Head Start Asso				1,377.00
2022 NHSA Winter Leadership Institute Registration for Yolanda Gonzales, Traco Matthews and Leslie Mitchell						
2 10/22/2021	10/25/2021	Smore.Com - Educator				79.00
Renewal Membership for Esperanza Contreras						
3 10/22/2021	10/25/2021	Smore.Com - Educator				79.00
Renewal Membership for Yolanda Gonzales						
						Transaction Count: 3
						Total: 1,535.00

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Freddy Hernandez		Community Action Partnership O		
Account #		XXXX-XXXX-XXXX-8850		US Dollar		
Reporting Period		10/1/2021 - 10/29/2021				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/14/2021	10/18/2021	North Bakersfield Toyota				853.15
Repair Cost for Shafter Youth Center Van						
2 10/25/2021	10/26/2021	Canva* 103219-35707118				12.95
Subscription to Canva Pro						
3 10/26/2021	10/27/2021	Smiths Bakeries Inc				144.50
Cookies for Weatherization Event on 10/29/21						
Transaction Count: 3						Total: 1,010.60

Employee Signature _____ Date _____ Authorized Approver Signature _____ Date _____



Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Laurie Hughey			Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-9135			Currency	US Dollar	
Reporting Period	10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
Transaction Count: 0						
Total: 0.00						

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name			Traco Matthews			Company			Community Action Partnership O		
Account #			XXXX-XXXX-XXXX-3726			Currency			US Dollar		
Reporting Period			10/1/2021 - 10/29/2021								
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount			
1 9/30/2021	10/4/2021	Bakersfield Ice						421.47			
Ice for Central Kitchen											
2 10/4/2021	10/6/2021	Motel 6						701.02			
Hotel Expense for M Street Navigation Client - Quarantine for COVID-19											
3 10/12/2021	10/14/2021	Albertsons #3172						549.50			
Purchase of 10 - \$50 gift cards to provide to M Street Navigation Center Clients, as an incentive to obtain the COVID-19 Vaccination. A \$4.95 fee was charged for each card to total \$549.50											
4 10/13/2021	10/14/2021	Lassens Natural Foods-Bk						120.29			
Specialty Food items purchased for Central Kitchen											
5 10/13/2021	10/15/2021	Bakersfield Ice						453.89			
Ice purchased for Central Kitchen											

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/18/2021	10/20/2021	Super 8				627.20
Hotel Fee to house M Street Navigation Center Client (Quarantine due to positive COVID test)						
7 10/18/2021	10/20/2021	Super 8				200.00
Deposit paid for hotel to house M Street Navigation Center Client (Quarantine due to positive COVID test)						
8 10/18/2021	10/20/2021	Super 8				268.80
Hotel Fee to house M Street Navigation Center Client (Quarantine due to positive COVID test)						
9 10/21/2021	10/25/2021	National 9 Inn				515.07
Hotel fee for M Street Navigation Center Client, in quarantine for positive COVID-19 test.						
10 10/22/2021	10/25/2021	National 9 Inn				57.23
1-day hotel fee for M Street Navigation Center Client, in quarantine for positive COVID-19 test.						
11 10/27/2021	10/29/2021	Super 8				-289.60
Hotel fee for M Street Navigation Center Client to quarantine for a positive COVID test.						

Transaction Count: 11
Total: 3,624.87

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Lisa McGranahan			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-9914			Currency	US Dollar		
Reporting Period	10/1/2021 - 10/29/2021						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/10/2021	10/12/2021	Biometrics4all Inc				18.75	
Relay Fees for running New Hire Fingerprints Invoice Period 09/01/2021-09/30/2021 Invoice Date 10/01/2021							

Transaction Count: 1
Total: 18.75

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Company		Community Action Partnership O	
Account #		Currency		US Dollar	
Reporting Period		10/1/2021 - 10/29/2021			
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt Amount
1 10/1/2021	10/4/2021	Training Llc			149.00
Registration for HR Training, Successfully Dealing with Difficult People: The 5 Most Difficult Types of People and How to Effectively Approach for HS Assistant Director					
2 10/6/2021	10/7/2021	Paypal			29.00
Registration for Staff to attend online training Pyramid Model Training - Mariela Germann					
3 10/7/2021	10/8/2021	Paypal			29.00
Registration for Staff to attend online training Pyramid Model Training - Sandra Mejia Martinez					
4 10/11/2021	10/12/2021	Eb 2021 Inclusion Col			299.00
Registration for staff to attend 2021 Inclusion Collaborative Virtual Conference 10/20/21-10/21/2021- Dolores Patricia					
5 10/22/2021	10/25/2021	National Head Start Asso			918.00
Resgistration for two staff to attend NHSA Winter Leadership 2022 01/24/22-01/27/22 - Jerry Meade & Sylvia Ortega					

Transaction Count: 5
Total: 1,424.00

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Pritika Ram		Community Action Partnership O		Company	
Account #		XXXX-XXXX-XXXX-7074		US Dollar		Currency	
Reporting Period		10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/4/2021	10/5/2021	Www.Thingsremembered.Com				101.76	
Retirement Gift for EHS SJC Employee Peggy Martin							
2 10/7/2021	10/8/2021	Stk*shutterstock				29.00	
Monthly Subscription for Stock Photos							
3 10/7/2021	10/11/2021	Eureka Bakersfield				103.22	
Business Lunch with Roberto Barragan from CCEDA. CAPK Attendees: P. Ram & T. Matthews							
4 10/18/2021	10/21/2021	Courtyard By Marriott				213.62	
Hotel Fee for Pritika Ram - CCAP CA Cohort Study Group Meeting on October 19, 2021							
5 10/18/2021	10/21/2021	Courtyard By Marriott				240.62	
Hotel Fee for Yolanda Gonzales - CCAP CA Cohort Study Group Meeting on October 19, 2021							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/18/2021	10/21/2021	Courtyard By Marriott				240.62
Hotel Fee for Yolanda Gonzales - CCAP CA Cohort Study Group Meeting on October 19, 2021						
7 10/22/2021	10/25/2021	Catamaran Resort Hotel An				54.00
Misc. Fee charged by Catamaran Resort Hotel in San Diego. All charges were to be charged to CCEDA, expecting a refund.						
8 10/26/2021	10/27/2021	Cafe Smitten				114.59
Lunch Meeting for United Way FM Site Visit - CAPK attendees: P. Ram, M. Gonzalez, J. Jordan and E Bauer & C. Campos from UWFM						
Transaction Count: 8						
Total: 1,097.43						

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Jeremy Tobias		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-7066		Currency	US Dollar	
Reporting Period	10/1/2021 - 10/29/2021				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt Amount
1 10/4/2021	10/6/2021	Exxonmobil 97224224			69.13
		Gasoline for CEO's Agency Vehicle			
2 10/14/2021	10/18/2021	Exxonmobil 97224224			73.09
		Gasoline for CEO's Agency Vehicle			
3 10/18/2021	10/19/2021	Logcabinflorist			91.90
		Sympathy Plant for CAPK Board Chair			
4 10/20/2021	10/22/2021	Shell Oil 57426831004			53.55
		Gasoline for CEO's Agency Vehicle			
				Transaction Count: 4	Total: 287.67

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Emilio Wagner		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-7041		Currency		US Dollar	
Reporting Period		10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/9/2021	10/11/2021	Ring Multicam Yearly				100.00	
Monitoring service for Maintenance building camera system 6230-109/108-001-120-000-16-1-1 75/25							
2 10/16/2021	10/18/2021	Msft * E0600g42fd				253.38	
Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1 190.04/63.34							
3 10/19/2021	10/20/2021	Onestepgpscom				209.25	
Monthly subscription renewal order with OneStepGps.com 6667-524-000-147-000-000-3-1							
4 10/20/2021	10/21/2021	Mindbody				445.40	
Premier Basic monthly charge and subscription fee for October 2021 service.							
						Transaction Count: 4	
						Total: 1,008.03	

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Tracy Webster			Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-6993			Currency	US Dollar	
Reporting Period	10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
Transaction Count: 0						
Total: 0.00						

Employee Signature	Date	Authorized Approver Signature	Date
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COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022 (8 OF 12 MONTHS OR 66.67%)

Line Item	2021/22 Budget	3/1/21 - 2/28/22 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,272,351	562,685	44.2%	709,666
Head Start Subsidy	<u>623,738</u>	<u>812,772</u>	130.3%	<u>(189,034)</u>
Total Revenue	<u>1,896,089</u>	<u>1,375,457</u>	72.5%	<u>520,632</u>
Expenditures (Note B)				
Salaries	605,614	356,577	58.9%	249,037
Benefits	187,409	114,234	61.0%	73,175
Vehicle Gasoline, Repair/Maintenance	51,300	26,782	52.2%	24,518
Space Costs	94,700	74,822	79.0%	19,878
Supplies - Office & Food Service	86,000	74,780	87.0%	11,220
Equipment Repair/Maintenance & Lease	38,000	9,347	24.6%	28,653
Communication	13,000	8,708	67.0%	4,292
Risk Insurance	12,700	11,203	88.2%	1,497
Printing	1,000	450	45.0%	550
Hiring & Employee Costs	100	696	696.0%	(596)
First Aid	500	267	53.3%	233
Raw Food/Vended Meals	<u>586,803</u>	<u>558,372</u>	95.2%	<u>28,431</u>
Sub Total	1,677,126	1,236,238	73.7%	440,888
Adult Meals Prepared	51,251	79,604	155.3%	(28,353)
Indirect	<u>167,712</u>	<u>59,615</u>	35.5%	<u>108,097</u>
Total Expenditures	<u>1,896,089</u>	<u>1,375,457</u>	72.5%	<u>520,632</u>

	Prior Period	OCTOBER 2021	Cumulative
Total Meals Prepared and Vended (Note C)	388,618	63,362	451,980
Total Meals Claimed	<u>206,207</u>	<u>30,757</u>	<u>236,964</u>
Difference	182,411	32,605	215,016

Percentage Claimed to Prepared/Vended		48.5%	52.4%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (3 OF 12 MONTHS = 25%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	\$ 582,766	\$ 766,113	\$ 813,750										\$ 2,162,629		
Add: Family Fees	<u>11,644</u>	<u>11,500</u>	<u>11,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 34,644</u>		
Net Provider Payments	\$ 594,410	\$ 777,613	\$ 825,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,197,273	84.78%	
Maximum Reimbursable Amount (MRA) for Provider Payments													7,907,363		27.79%
Administration & Support Services Revenue															
Provider Payments	\$ 594,410	\$ 777,613	\$ 825,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,197,273		
Reimbursement Rate	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>		
Revenue Earned	<u>\$ 126,087</u>	<u>\$ 164,948</u>	<u>\$ 175,053</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 466,088</u>		
Program Administration/Support Services Costs	57,111	55,427	54,479										167,017	6.44%	
Indirect (10% x MTDC) Costs	55,440	83,633	88,297										227,370	8.77%	
Transfer Indirect to CSBG	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
Total Operating Costs	<u>\$ 112,552</u>	<u>\$ 139,059</u>	<u>\$ 142,776</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 394,387</u>	15.22%	
Revenue Earned Over/(Under) Costs	<u>\$ 13,535</u>	<u>\$ 25,889</u>	<u>\$ 32,277</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 71,701</u>		
TOTAL COSTS - NET OF FAMILY FEES	<u>\$ 706,962</u>	<u>\$ 916,672</u>	<u>\$ 968,027</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,591,661</u>	<u>100.00%</u>	

Note 1: Administration and Support Services revenue is earned based on the amount of provider payments incurred. Example:

Provider payments	2,197,273
Reimbursement Rate (17.5% / 82.5%)	<u>x 21.2121%</u>
Revenue Earned	<u>466,088</u>

Note 2: The maximum reimbursable amount per the 2021/22 State contract is as follows:

Provider Payments	7,907,363	82.50%
Administration	1,437,702	15.00%
Support Services	<u>239,617</u>	<u>2.50%</u>
Maximum Reimbursable Amount (MRA)	<u>9,584,682</u>	<u>100.00%</u>

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2019/20 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (4 OF 12 MONTHS = 33.33%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-0052)</u>														
Adjusted Days of Enrollment - Certified	4,482	4,818	5,027	5,359									19,685	
Reimbursement Rate per Child per Day	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	
Revenue Earned	\$ 222,030	\$ 238,661	\$ 249,032	\$ 265,481	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975,205	27.59%
Maximum Reimbursable Amount (MRA)													\$3,535,022	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%										98.54%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
<u>CALIFORNIA STATE PRESCHOOL (CSPP-0126)</u>														
Adjusted Days of Enrollment - Certified	2,937	2,997	4,507	5,811									16,252	
Reimbursement Rate per Child per Day	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	
Revenue Earned	\$ 152,342	\$ 155,437	\$ 224,672	\$ 289,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 822,132	18.82%
Maximum Reimbursable Amount (MRA)													\$4,367,697	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%										98.68%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
<u>MIGRANT CHILD CARE (CMIG-0004)</u>														
Adjusted Days of Enrollment - Certified	93	84	84	79									340	
Reimbursement Rate per Child per Day	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	
Revenue Earned	\$ 4,620	\$ 4,139	\$ 4,161	\$ 3,914	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,834	6.62%
Maximum Reimbursable Amount (MRA)													\$254,377	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%										99.10%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 State contracts.

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2021

ASSETS

Cash in Bank	6,762,684
Cash - Vacation Reserve	977,652
Petty Cash	-
Accounts Receivable	2,316,065
Travel Advance	-
Prepaid Expense	600,014
Inventory	1,212,729
Net Fixed Assets - Unrestricted	1,342,146
Net Fixed Assets - Restricted	<u>9,098,075</u>

Total Assets 22,309,366

LIABILITIES AND NET ASSETS

Accounts Payable	2,354,544
Accrued Expenses	841,483
Accrued Vacation	1,663,810
Line of Credit	-
Note Payable	1,473,224
Advance Payable	327,594
Deferred Revenue	<u>772,012</u>

Total Liabilities 7,432,667

Total Net Assets 14,876,699

Total Liabilities and Net Assets 22,309,366

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2020 TO FEBRUARY 28, 2021

REVENUE

Grant Revenue	73,647,171
Donations	41,912,199
Other Revenue	1,713,702
In-Kind	<u>350,624</u>

Total Revenue 117,623,696

EXPENDITURES

Salaries	32,643,960
Benefits	9,275,266
Travel	264,341
Space Costs	6,351,747
Supplies	3,024,270
Consultant/Contract Services	2,328,920
Other Costs	2,942,357
Program Costs	53,060,080
Capital Expenditures	(25,268)
Indirect	6,430,646
In-Kind	<u>350,624</u>

Total Expenditures 116,646,942

Net Change in Assets 976,754

Net Assets, beginning 13,899,945

Net Assets, ending 14,876,699

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF OCTOBER 31, 2021

ASSETS

Cash in Bank	9,143,437
Cash - Vacation Reserve	1,055,301
Petty Cash	-
Accounts Receivable	0
Travel Advance	-
Prepaid Expense	473,449
Inventory	1,222,921
Net Fixed Assets - Unrestricted	1,126,619
Net Fixed Assets - Restricted	<u>8,796,173</u>

Total Assets 21,817,900

LIABILITIES AND NET ASSETS

Accounts Payable	1,316,417
Accrued Expenses	124,619
Accrued Vacation	1,055,166
Line of Credit	-
Note Payable	1,192,645
Advance Payable	2,010,369
Deferred Revenue	<u>176,013</u>

Total Liabilities 5,875,230

Total Net Assets 15,942,670

Total Liabilities and Net Assets 21,817,900

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO OCTOBER 31, 2021

REVENUE

Grant Revenue	48,657,419
Donations	191,954
Other Revenue	5,306,973
In-Kind	<u>5,313,612</u>

Total Revenue 59,469,957

EXPENDITURES

Salaries	22,975,862
Benefits	6,452,156
Travel	275,772
Space Costs	5,431,432
Supplies	1,792,214
Consultant/Contract Services	1,923,042
Other Costs	2,288,067
Program Costs	7,380,385
Capital Expenditures	363,604
Indirect	4,207,840
In-Kind	<u>5,313,612</u>

Total Expenditures 58,403,986

Net Change in Assets 1,065,971

Net Assets, beginning 14,876,699

Net Assets, ending 15,942,670

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,932,538	22,270,004	16,662,534	57%
BENEFITS	11,352,568	5,964,090	5,388,478	53%
TRAVEL	723,003	272,465	450,538	38%
SPACE COST	8,679,577	4,448,460	4,231,117	51%
SUPPLIES	2,639,488	1,675,349	964,139	63%
EQUIPMENT	291,353	588,989	(297,636)	202%
CONSULTANT/CONTRACT SERVICES	4,224,507	1,338,845	2,885,662	32%
OTHER COSTS	2,571,193	1,751,377	819,816	68%
PROGRAM COSTS	11,336,024	6,934,193	4,401,831	61%
INDIRECT	7,471,110	4,203,288	3,267,822	56%
TOTAL	88,221,361	49,447,061	38,774,300	56%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	28,385,371	17,103,164	11,282,207	60%
BENEFITS	8,621,872	4,691,553	3,930,319	54%
TRAVEL	481,785	134,337	347,448	28%
SPACE COST	6,895,025	3,134,723	3,760,302	45%
SUPPLIES	1,650,819	1,138,922	511,897	69%
EQUIPMENT	249,000	66,190	182,810	27%
CONSULTANT/CONTRACT SERVICES	1,383,171	435,466	947,705	31%
OTHER COSTS	1,134,919	843,845	291,074	74%
PROGRAM COSTS	7,854,382	5,517,175	2,337,207	70%
INDIRECT	4,918,173	3,154,457	1,763,716	64%
TOTAL	61,574,517	36,219,831	25,354,686	59%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,972,150	2,125,025	1,847,125	53%
BENEFITS	1,132,141	562,513	569,628	50%
TRAVEL	98,318	75,932	22,386	77%
SPACE COST	698,065	547,457	150,608	78%
SUPPLIES	310,315	317,622	(7,307)	102%
EQUIPMENT	-	453,601	(453,601)	Not budgeted
CONSULTANT/CONTRACT SERVICES	594,403	234,505	359,898	39%
OTHER COSTS	392,841	309,183	83,658	79%
PROGRAM COSTS	1,451,836	1,086,014	365,822	75%
INDIRECT	728,776	436,266	292,510	60%
TOTAL	9,378,845	6,148,118	3,230,727	66%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,936,728	1,022,363	914,365	53%
BENEFITS	443,603	242,720	200,884	55%
TRAVEL	62,566	13,264	49,302	21%
SPACE COST	228,147	126,020	102,127	55%
SUPPLIES	95,424	40,118	55,306	42%
EQUIPMENT	8,603	-	8,603	0%
CONSULTANT/CONTRACT SERVICES	1,623,380	415,263	1,208,117	26%
OTHER COSTS	796,060	321,372	474,688	40%
PROGRAM COSTS	722,281	152,633	569,648	21%
INDIRECT	590,819	226,554	364,265	38%
TOTAL	6,507,611	2,560,305	3,947,306	39%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,352,398	1,297,484	2,054,914	39%
BENEFITS	801,121	281,353	519,768	35%
TRAVEL	33,264	31,685	1,579	95%
SPACE COST	687,660	465,628	222,032	68%
SUPPLIES	483,773	121,510	362,263	25%
EQUIPMENT	33,750	69,198	(35,448)	205%
CONSULTANT/CONTRACT SERVICES	275,443	135,003	140,441	49%
OTHER COSTS	153,543	234,863	(81,320)	153%
PROGRAM COSTS	1,276,858	128,247	1,148,611	10%
INDIRECT	690,452	255,526	434,926	37%
TOTAL	7,788,262	3,020,497	4,767,765	39%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,193,191	673,257	519,934	56%
BENEFITS	334,364	177,890	156,474	53%
TRAVEL	28,920	17,248	11,672	60%
SPACE COST	168,480	174,635	(6,155)	104%
SUPPLIES	80,157	55,776	24,381	70%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	285,610	41,687	243,923	15%
OTHER COSTS	49,420	32,202	17,218	65%
PROGRAM COSTS	30,667	50,125	(19,458)	163%
INDIRECT	517,047	116,318	400,729	22%
TOTAL	2,687,856	1,339,139	1,348,717	50%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	92,700	48,711	43,989	53%
BENEFITS	19,467	8,062	11,405	41%
TRAVEL	18,150	-	18,150	0%
SPACE COST	2,200	(3)	2,203	0%
SUPPLIES	19,000	1,401	17,599	7%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	62,500	76,921	(14,421)	123%
OTHER COSTS	44,410	9,912	34,498	22%
PROGRAM COSTS	-	-	-	0%
INDIRECT	25,843	14,167	11,676	55%
TOTAL	284,270	159,172	125,098	56%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2021/22
BUDGET TO ACTUAL - 03/01/21 TO 10/31/21 (8 OF 12 MONTHS = 66.7%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,471,110	\$ 4,203,288	56.3%	\$ 3,267,822
Expenditures				
Salaries	3,983,144	2,476,370	62.2%	1,506,774
Benefits @ 23.6% actual	<u>931,312</u>	<u>552,428</u>	<u>59.3%</u>	<u>378,884</u>
Total Personnel Costs	4,914,456	3,028,798	61.6%	1,885,658
Operating Costs				
Travel	62,350	29,595	47.5%	32,755
Space Costs	206,370	203,520	98.6%	2,850
Supplies	150,200	89,330	59.5%	60,870
Equipment	196,000	216,730	110.6%	(20,730)
Consultant/Contract	956,000	488,448	51.1%	467,552
Other Operating Costs	<u>352,750</u>	<u>379,866</u>	<u>107.7%</u>	<u>(27,116)</u>
Total Operating Costs	1,923,670	1,407,489	73.2%	516,181
Total Expenditures	<u>\$ 6,838,126</u>	<u>\$ 4,436,287</u>	<u>64.9%</u>	<u>\$ 2,401,839</u>
Excess (Deficit) Indirect Revenue	<u>\$ 632,984</u>	<u>\$ (232,999)</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,262,307	\$ 703,159	55.7%	\$ 559,148
Operations	2,324,790	1,562,310	67.2%	762,480
Executive	1,133,815	824,512	72.7%	309,303
Program Administration	330,664	158,673	48.0%	171,991
Finance	<u>1,786,550</u>	<u>1,187,634</u>	<u>66.5%</u>	<u>598,916</u>
	<u>\$ 6,838,126</u>	<u>\$ 4,436,287</u>	<u>64.9%</u>	<u>\$ 2,401,839</u>

Prepared Date: 11/02/2021



MEMORANDUM

To: Board of Directors
Vanessa Cortez

From: Vanessa Cortez, Senior Community Development Specialist

Date: November 17, 2021

Subject: *Agenda Item V(w):* California Coastal Commission, Whale Tail Grant – **Action Item**

The Executive Division is requesting approval from the Board of Directors to pursue a competitive funding application made available by California Coastal Commission. The intent of the application is to connect children and the general public to the California Coast through education and outdoor experiences. Grant funds must focus on reaching communities that have historically received fewer marine education and stewardship opportunities.

As such, our application initiatives will focus on increasing the marine-based educational opportunities available for children from Friendship House Community Center (FHCC) and Shafter Youth Center (SYC) by implementing the Marine Explorers Project. The project will include a field trip to the Aquarium of the Pacific, educational lessons, and a harbor boat tour in Long Beach, California. These project activities will engage children in marine life through fun and interactive virtual and onsite programs. The project will serve at least 50 children and youth between the ages of 6 to 18 residing in economically depressed areas with high poverty, high crime, and low educational attainment so that they may gain new knowledge, appreciation, and curiosity about marine life.

These initiatives support CAPK's mission and Goal 2, Objective 2.1.2 that discusses utilizing data sources to identify pockets of underserved communities in rural areas. Our research indicates that marine-education opportunities are limited and are often excluded from formal curriculums in Kern County. This proposal was formulated through multiple discussions with the Program Managers from Friendship House and Shafter Youth Center. If awarded, the activities will be conducted during the Summer of 2022 with the \$10,911 requested in our application.

Recommendation

Staff recommends the Board of Directors approve, with resolution, the submission of the funding application for the California Coastal Commission's Whale Tail Grant.

Attachment:
Resolution #2021-27



RESOLUTION # 2020-27

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of an Application to the California Coastal Commission, Whale Tail Program

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on November 17, 2021, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives” in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, CAPK Board of Directors has determined that there is a need for anti-poverty programs to meet the needs of the moderate to low-income residents of Kern County; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes staff to submit an application to the California Coastal Commission, and hereby requests the California Coastal Commission to provide financial assistance and the obligations that accompany said funds for the purpose of providing after-school marine studies for children and youth at Friendship House Community Center and Shafter Youth Center. Be it further resolved that Jeremy T. Tobias, Chief Executive Officer, is hereby authorized to request this course of action by completing any and all application documents for submittal to the California Coastal Commission, Whale Tail Program on behalf of Community Action Partnership of Kern.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 17th day of November 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

November 17, 2021
Date



MEMORANDUM

To: Board of Directors

A handwritten signature in blue ink, appearing to read "Pritika Ram", is written over the "To:" line.

From: Pritika Ram, Director of Administrator

Date: November 17, 2021

Subject: *Agenda Item VI(a)*: Approval of the 2022 Community Service Block Grant (CSBG) Contract #22F-5015 from the Department of Community Services and Development - **Action Item**

As part of our annual contract with the Department of Community Services and Development (CSD), we have received the 2022 Community Services Block Grant (CSBG) contract. The contract term is January 1, 2022, through May 31, 2023, for \$1,530,496. There was a slight decrease from the final 2021 contract of \$5,047. The contract was received on November 4, 2021, and staff is in the process of developing the 2022 budget summary that will be part of the contract submission, which is due thirty (30) calendar days from the date of the letter (November 4, 2021), for private non-profit agencies. During the November Budget and Finance Committee meeting, the required resolution #2021-25 was reviewed by the committee as an information item.

CSBG is the agency's only funding source that allows the flexibility to support multiple low-income programs as well as administration. The 2022 CSBG contract will be used to support programs that serve areas of great need, but that have a significant program and administrative funding gap, such as the Food Bank, Volunteer Income Tax Assistance (VITA), Friendship House Community Center (FHCC), Shafter Youth Center (SYC), Oasis Family Resource Center, East Kern Family Resource (EKFRC), and the 2-1-1 Call Center. This funding source may also be used to support new program initiatives such as the Community Development Financial Institution program.

Recommendation:

Staff recommends the Board of Directors approve the 2022 Community Service Block Grant (CSBG) Contract (22F-5015) from the Department of Community Services and Development (CSD) and authorize to the Chief Executive Officer to sign the 2022 CSBG contract on behalf of the Agency and to execute any amendments to the contract over the contract term.

Attachments:

Resolution Number 2021-25

CSBG Contract #22F-5015

Budget Detail - - TBA



RESOLUTION # 2021-25

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Submission of the 2022 CSBG Contract

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on November 17, 2021 in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives” in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, CAPK Board of Directors has determined that there is a need for anti-poverty programs to meet the needs of the low-income residents in the County of Kern; and

WHEREAS, the State of California Department of Community Services and Development has offered a 2022 CSBG Contract to the Partnership; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2022 CSBG Contract and the CAPK Board of Directors has designated Jeremy T. Tobias, Chief Executive Officer, as the official representative and signatory of CAPK; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer, to execute Contract #22F-5015 and any subsequent amendments throughout the term of the contract.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 17th day of November 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

November 17, 2021
Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

22F-5015

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Community Action Partnership of Kern

2. The term of this Agreement is: January 1, 2022 through May 31, 2023

3. The maximum amount of this Agreement is: Total \$1,530,496.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Preamble

Article 1 - Scope of Work

Article 2 - Contract, Administration, Procedure

Article 3 - Agreement Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Program Budget Requirements and Payments

Article 6 - Financial Reporting

Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting

Article 8 - Compliance Policies and Procedures

Article 9 - Federal and State Policies and Provisions

Definitions

Table of Forms and Attachments

These documents can be accessed at <https://providers.csd.ca.gov/>.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO**

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Community Action Partnership of Kern					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 5005 Business Park North, Bakersfield, CA 93309					
PRINTED NAME OF PERSON SIGNING			TITLE		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE CA	ZIP 95833	
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED		
I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.					

Board of Directors Agenda
November 17, 2021

Agenda Item 6a.4 Placeholder

Due to the late receipt of the CSBG Contract and early timing of the November 2021 meeting, budget detail for the 2022 CSBG Contract is not available at the time of posting. The budget detail will be added to the agenda prior to November 17, and distributed to the Board for review prior to the meeting.

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	State	CAPK Program	Food Bank
Funding Agency	CDSS	Project Name	Food Bank Capacity Program SFY 2021-22
CFDA	-	Target Population	All Food Bank clients in Kern County
Reapplication (Y/N)	N	Number to be served	-
Estimated Request	\$4,859,606	Division Director	Susana Magana
Award Period	02/01/2022 - 06/30/2023	Program Manager	TBD
Project Goal (One sentence goal statement)			
Capacity increase to meet the needs of the emergency food delivery system, including but not limited to, capital investments to support the collection, storage, distribution, and other systems required to adequately serve the food insecurity needs of Kern County, Ca, as well as enhancements to ensure resilience of the emergency food delivery system during disasters.			
Project Description (Brief one paragraph description)			
The California Department of Social Services (CDSS) released funding to support capacity and infrastructure needs of Food Banks as described above. CAPK's Food Bank allocation is composed of a base amount of \$750,000.00 plus a 60/40 percentage allocation that reflects the needs of the county. Funding will support the capital expansion of the CAPK Food Bank. It is important to note, a bidders conference will be held on November 16, 2021 to discuss the details of the guidance and components of successful application. The grant is due on January 15, 2022.			
Estimated Budget Summary			
The allocated funding of \$4,859,606 will be used to support the capital expansion of the Food Bank. CAPK's Food Bank allocation is composed of a base amount of \$750,000.00 plus a 60/40 percentage allocation that reflects the needs of the county.			

Approvals:

1. Division Director	Date	
Pritika Ram		
Digitally signed by Pritika Ram Date: 2021.11.10 10:23:40 -08'00'	11/10/2021	
2. Director of Administration	Date	
	Nov 10, 2021	
3. Chief Program Officer	Date	

	Date	
4. Chief Financial Officer		
	Nov 10, 2021	
5. Chief Executive Officer	Date	

Date Presented / Approved:

PRE Approval: _____ B&F Approval: _____ Executive Approval: _____ Board Approval: _____



To: Board of Directors

Pritika Ram

From: Pritika Ram, Director of Administrator

Date: November 17, 2021

Subject: *Agenda Item VI(c):* Food Bank Capital Expansion Funding & Construction Update – **Info Item**

Food Bank Capital Campaign – Funding Status

The Food Bank Capital Campaign has been progressing in the last several months as detailed below, however, several sources of funding remain “pending”. Twenty-four percent for the funding has been secured, and in working alongside private donors and state and federal partners, staff is confident the balance will be secured by mid-2022 or sooner.

Committed	
CAPK	\$ 234,000.00
Kern County CDBG	\$ 916,586.00
City of Bakersfield CDBG	\$ 1,200,000.00
Cal Water	\$ 50,000.00
Online Donations ¹	\$ 84,808.00
Subtotal Committed	\$ 2,485,394.00
Pending	
Subcommittee ² THUD	\$ 3,000,000.00
Department of Social Services (CDSS) – Food Bank Capacity Program SFY 2021-22	\$ 4,859,606.00
City of Bakersfield – American Rescue Plan Act of 2021	\$ 1,200,000.00
Private Donations/Fundraising	TBD
Subtotal Pending	\$ 9,059,606.00
TOTAL	\$ 11,545,000.00

The funding identified under the Subcommittee on Transportation, and Housing and Urban Development (THUD) as part of the Community Project Funding opportunity appears to be less secure than the other funding sources listed under “Pending”; however, a final notification has not been received. Under the City of Bakersfield’s allocation through the American Rescue Plan, the agreement will be presented their Council by mid-December 2021 and funds to be released shortly after.

¹ As of 10/25/2021

² Pending Senate approval, December 2021 (Subcommittee on Transportation, and Housing and Urban Development (THUD), under the Economic Development Initiative)

Food Bank Capital Campaign – Construction Status

Under the direction of Emilio Wagner, Director of Operations, the commencement of construction activities is underway. Staff anticipate identifying the contractors and final costs by mid-December 2021, which will be presented to the CAPK Board of Directors – Executive Committee.

Below are the cost estimates for the Food Bank construction as of November 2021.

Phase 1 – Planning	\$ 550,000.00
Phase 2 – Purchase of materials & structure construction	\$ 9,186,000.00
Phase 3- Docks	\$ 87,000.00
Phase 4 – Solar	\$ 615,000.00
TOTAL Construction Costs	\$ 10,438,000.00



MEMORANDUM

To: Board of Directors
Robert Espinosa

From: Robert Espinosa, Program Design and Management Administrator

Date: November 17, 2021

Subject: *Agenda Item VI(d): Head Start Program Review and Evaluation Enrollment Report*
– **Action Item**

The Head Start and State Child Development Division is presenting the Program Review and Evaluation report for October 2021. The attached version represents the month end data for the Head Start and State Child Development division.

Recommendation

Staff recommends the Board of Directors approve the Head Start Program Review and Evaluation report for October 2021.

Attachment:

Head Start PRE Report October 2021

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	Month/Year: October 2021
Program/Work Unit: Head Start/Early Head Start	Program Manager/Supervisor: Robert Espinosa
Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Enrollment Breakdown	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start Kern	1317	794	60%		3%	5% 4%
Early Head Start Kern - EHS Center Based - EHS Home Based - EHS Home Based-Interim	446 243 123 80	279	63%	190 /243 79 /123 10/80	8%	6% 3%
Early Head Start San Joaquin	313	208	66%		2%	7% 5%
Early Head Start Partnership - Angela Martinez - Bakersfield College - Blanton - Garden Pathways - Taft College - Escuelita Hernandez - Seeking Partner	152 24 32 16 11 42 16 11	94	62%	75% 66% 88% 64% 74% 19% 0	6%	7% 5%

HIGHLIGHTS:**Early Head Start Partnership Enrollment Updates:**

Escuelita Hernandez Update: On 10/26, Inspection scheduled for plumbing, electrical, mechanical & HVAC (heating, ventilation and air conditioning). Next inspections will be drywall, flooring, and painting. Dates TBA.

Escuelita has received their permit and the date of completion is November 20, 2021. The date was pushed back due to COVID. The new classroom opening date is December 13th. Escuelita has 11 potential infants that are interested in enrollment. Recruitment is on-going.

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	163	240

Division Staffing			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
678	67	17	112

HIGHLIGHTS:

- 7 onboarded in the month of October
- 1 internal promotion
- 13 sets of interviews were conducted for 9 open requisitions

Compliance
Instructional Support- involves how teachers promote children's thinking and problem solving, use feedback to deepen understanding, and help children develop more complex language skills. Classroom Assessment Scoring System (CLASS) observations were completed on most classrooms. CLASS is an observation tool based on extensive research on teacher-child interactions. CLASS describes three domains of teacher-child interactions that support children's learning and development • Emotional Support- captures how teachers help children develop positive relationships, enjoyment in learning, comfort in the classroom, and appropriate levels of independence. • Classroom Organization- focuses on how teachers manage the classroom to maximize learning and keep children engaged.

Central Kitchen October 2021				
Meals & Snacks	Total # Prepared	Breakfast	Lunch	Snack
Center Totals	60,476	22,182	19,742	18,552

HIGHLIGHTS: Ongoing collaboration with PDM has been successful in reducing meal waste.

CACFP						
September 2021						
Total Meals Delivered			Meals Allocated		# of Meals Served	% of Meals Served
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
50,332	14,011	64,343	31,666	32,677	36,924	57%



MEMORANDUM

To: Board of Directors
Vanessa Cortez

From: Vanessa Cortez, Senior Community Development Specialist

Date: November 17, 2021

Subject: *Agenda Item VI(e):* California Department of Housing and Community Development, CalHome Grant – **Info Item**

CAPK is interested in partnering with Habitat for Humanity to support their endeavor in pursuing a competitive funding application made available by the California Department of Housing and Community Development. The intent of the opportunity, known as CalHome, is to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize the use of existing housing stock. The duration of the grant is 22 months, and the notification of award will occur in February of 2022.

In consultation with their grant team and Executive Director at Habitat for Humanity and CAPK staff is creating a two-way referral network. Referrals will be offered to program participants of the Owner-Occupied Rehabilitation Program that Habitat for Humanity will implement. Habitat for Humanity will apply for CalHome by November 22nd with the objective of submitting an application that demonstrates our agency's combined efforts to address homeownership challenges with a holistic approach that highlights the array of social services offered at CAPK. Eligible candidates for the rehabilitation program include:

- Families in owner-occupied housing with incomes below the federal poverty line
- Families in owner-occupied housing with incomes below 80 percent of Area Median Income

Additional Considerations:

- Owner-occupied housing units with more than 1.5 occupants per room
- Owner-occupied housing units over 30 years old

If awarded, CAPK will work closely with Habitat for Humanity to gain knowledge in housing-related program development, implementation, and evaluation. Program initiatives support CAPK's 10-Year agency goal to own low-income housing and Goal 3 to advance economic empowerment for low-income people. The lessons learned will be applied in our pursuit of becoming a direct-service provider for low-income tenants, thereby increasing our ability to attain this goal in 10 years, as noted in our Strategic Plan.



MEMORANDUM

To: Board of Directors

From: Sylvia Ortega, Quality Assurance Administrator
Date: November 17, 2021
Subject: *Agenda Item VI(f):* California Department of Education Program (CSPP) Continued Funding Application – **Action Item**

The Head Start and State Child Development Division is requesting approval from the Board of Directors to submit an application for continued funding for the California Department of Education's California State Preschool Program (CSPP) grant. The funding period would be July 2022 through June 2023.

The funds will be used to continue the State Preschool program that is currently blended with Head Start center-based services. The estimated funding is \$4,367,697. This funded amount is the same as current year funding, but may increase if additional funding is budgeted from the State of California in the 2022 fiscal year.

Recommendation

Staff recommends the Board of Directors approve with resolution the submission of the Fiscal Year 2022-2023 Continued Funding Application for California Department of Education's CSPP program and authorize the Chief Executive Officer to sign the application for funding and execute the contract.

Attachments:

CSPP Continued Funding Application Fiscal Year 2022 - 2023
Resolution #2021-28

California State Preschool Program Continued Funding Application Fiscal Year 2022–23

California State Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022–23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 CCR). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022–23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022–23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022–23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022–23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – CSPP Contractor Information

Legal Name of CSPP Contractor: Community Action Partnership of Kern

CSPP Contractor *Doing Business As* (DBA):

Headquartered County: 15 Kern

Vendor Number: Y320

Executive Director Name: Jeremy T. Tobias

Executive Director Telephone Number: 661-336-5236

Executive Director Fax Number: 661-322-7021

Executive Director Email Address: jtobias@capk.org

Legal Business Address: 5005 Business Park North

City: Bakersfield

Zip Code: 93309

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA: Jerry Meade

Title of Contact Person Completing the CFA: Assistant Director ~ Program

Contact Person Telephone Number: 661-336-5236

Contact Person Email Address: jmeade@capk.org

Contractor Name:

Vendor #: County:

Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

CSPP Type

- ☒ Full-Day/Full-Year
- ☒ Part-Day/Part-Year
- ☐ Family Childcare Home Education Network

Contractor Name:

Vendor #: County:

Section III – CSPP Contractor’s Officers and Board of Directors Information

Does the CSPP contractor have a board of directors? Yes No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

--

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

Yes

No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
See Attached				

Contractor Name:

Vendor #: County:

Section IV – Program Narrative

- A. Please select the box below if the CSPP contractor **does not** have programmatic **or** calendar changes to their CSPP.

☒

No changes

- B. Please select all applicable fields below if the CSPP contractor **does** have programmatic **or** calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Note: Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contractMaximum Reimbursable Amount (MRA).

☐

Programmatic change

☐

Calendar change

Contractor Name:

Vendor #: County:

Section V – CSPP Personnel Certification

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the *California Education Code (EC)*; and the *California Code of Regulations*, Title 5 (5 CCR); and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the CSPP
Contractor's Authorized
Representative:**

Jeremy T. Tobias, Chief Executive Officer

Date of Signature:

**Authorized Representative's
Telephone Number:**

661-336-5236

**Authorized Representative's
Email Address:**

jtobias@capk.org

Contractor Name:

Vendor #: County:

Section VI – Subcontract Certification

- A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

No subcontractors

- B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the CSPP
Contractor's Authorized Representative:**

Jeremy T. Tobias, Chief Executive Officer

Date of Signature:

Authorized Representative's Telephone Number:

661-336-5236

Authorized Representative's Email Address:

jtobias@capk.org

Contractor Name:

Vendor #: County:

Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code*.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
 - Operational and programmatic requirements.

Contractor Name:

Vendor #: County:

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the
CSPP Contractor's
Authorized Representative:**

Jeremy T. Tobias, Chief Executive Officer

Date of Signature:

**Authorized Representative's
Telephone Number:**

661-336-5236

**Authorized Representative's Email
Address:**

jtobias@capk.org

Contractor Name:

Vendor #: County:

Section VIII – Certification of CSPP Contractor Information in the Child Development Management Information System

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
 - Program Director information
 - Sites and Licenses and/or Office information
 - CSPP Family Child Care Home Education Network (FCCHEN) provider summary information
-

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

as of the date this certification is signed.

Program Director/Authorized Representative Signature:

Date Signed:

Printed Name of Program Director/Authorized Representative:

Jeremy T. Tobias, Chief Executive Officer

Contractor Name:

Vendor #: County:

Section IX – Required Attachments

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022–23 Program Calendar (ELCD-9730)**
- B. Payee Data Record (STD. 204) (Non-public agencies only)**
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**
- D. Secretary of State (Non-public agencies only)**
- E. Verification of School District Name and Address (Public agencies only)**
- F. Program Narrative Change (ELCD 3704A) (As applicable)**
- G. Subcontractor Certification (ELCD 3704B) (As applicable)**
- H. California Civil Rights Laws Certification (CO-005)**
- I. Contractor Certification Clauses (CCC 04/2017)**
- J. Federal Certification (CO.8)**
- K. For Public Agencies only, include a copy of the agency’s board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**

Contractor Name:

Vendor #: County:

Section X – CFA Checklist

Section	Section Description	Page	Check
Section I	CSPP Contractor Information	2	☒
Section II	CSPP Contract Type	3	☒
Section III	CSPP Contractor's Officers and Board of Directors Information	4	☒
Section IV	Program Narrative	5	☐
Section V*	CSPP Personnel Certification	6	☒
Section VI*	Subcontractor Certification	7	☒
Section VII*	CSPP Contractor Certification	8	☒
Section VIII*	Certification of CSPP Contractor Information in the CDMIS Database	10	☒
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	☐
Section IX B.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	11	☒
Section IX C.*	Payee Data Record Supplement (STD. 205) (Non-public agencies only)	11	☒
Section IX D.	Secretary of State search results (non-public agencies only)	11	☒
Section IX E.	Verification of School District Name and Address search, as applicable	11	☐
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	☐

Contractor Name:

Vendor #: County:

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	☐
Section IX H.*	California Civil Rights Laws Certification (CO-005)	11	☒
Section IX I.*	Contractor Certification Clauses (CCC 04/2017)	11	☒
Section IX J.*	Federal Certification (CO.8)	11	☒
Section IX K.*	For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable	11	☐

All Sections must be included in the CFA package, as applicable

***Bolded sections require a signature**



RESOLUTION # 2021-28

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2022-2023 California Department of Education Continued Funding Application

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on November 17, 2021, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives” in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, program is requesting to submit the California Department of Education continued funding application for State Preschool (CSPP), for funding from July 1, 2022 through June 30, 2023; and

WHEREAS, the Head Start and State Child Development Division is requesting a maximum funding amount of \$4,367,697 in annual funding; and

WHEREAS, the California Department of Education requires that an authorized signatory be named for the refunding application: and

NOW, THEREFORE, be it resolved that CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as CAPK’s representative signatory with regard to the CDE Continued Funding Application and CSPP contract.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 17th day of November 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date



BOARD OF DIRECTORS

2022 BOARD & STANDING COMMITTEE MEETING CALENDAR

MONTH	PERSONNEL COMMITTEE	PRE COMMITTEE	B & F COMMITTEE	AUDIT & PENSION COMMITTEE	EXECUTIVE COMMITTEE	BOARD MEETINGS
January	1/5	1/12	1/19	1/20		1/26
February	2/2	2/9	2/16			2/23
March	3/9	3/16	3/23			3/30
April	4/6	4/13	4/20	4/21		4/27
May	5/4	5/11	5/18			5/25
June	6/8	6/15	6/22			6/29
July					7/20	
August	8/3	8/10	8/17	8/18		8/24
September	9/7	9/14	9/21			9/28
October	10/5	10/12	10/19			10/26
November	11/8	11/9	11/16	11/17		11/30
December					12/14	

- ❖ Board of Director Meetings and Committee Meetings are generally held at the Community Action Partnership or Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA, or in some cases, remotely during a declared emergency. Notice of change in meeting location will be given in advance.
- ❖ Community Action Partnership of Kern follows the meeting guidelines of the Ralph M. Brown Act. All meetings are open to the public.

Notes:

- ❖ August meetings are held one week early due to the NCAP Annual Convention the last week of August (August 29-September 2, 2022).
- ❖ November committee meetings will be held as usual. The Board meeting will be held the last Wednesday of the month (after Thanksgiving).
- ❖ No Standing Committee or Board meetings are scheduled in July & December. All items will be heard by the Executive Committee.



MEMORANDUM

To: Board of Directors

From: Jeremy Tobias, Chief Executive Officer

Traco Matthews, Chief Program Officer

Date: November 17, 2021

Subject: *Agenda Item VI(h):* Update on New Clean Energy Sector Partnership Between CAPK and the Kern Community College District – **Info Item**

Staff is presenting an update on a partnership between CAPK and the Kern Community College District on the Clean Energy initiative. Attached is a summary of the overview of the project. Staff will present an update to the Board.

Attachment:

CAPK's Vision for Clean Energy Sector Expansion

Community Action Partnership of Kern's Vision for Clean Energy Sector Expansion

The Community Action Partnership of Kern (CAPK)'s mission is to address underlying causes of poverty, alleviate the effects, and promote dignity and self-sufficiency in the communities we serve. Established under the Economic Opportunity Act of 1964, community action agencies provide direct anti-poverty services, job development, and community economic development. CAPK is a committed community economic development partner. In this role, among other activities, CAPK has been leading the assessment, community collaboration, and strategic approach to grant funding opportunities benefiting the community.

- CAPK to serve as fiscal agent on economic development grants and community funding
- KCCD to serve as fiscal agent on workforce development and education funding

CAPK's Vision for Clean/Renewable Energy as an Economic Development Driver

CAPK views the innovative developments in Renewable Energy and Clean Energy sectors as having great potential for high road jobs for disadvantaged communities.

- CAPK seeks to ensure that Kern's disadvantaged communities have equitable access to high road jobs in the emerging carbon negative and carbon neutral industries.
- CAPK seeks to ensure that clean technologies are at the forefront of research and development and the infrastructure is accessible and available to all communities.
- As the local economy diversifies, CAPK and KCCD are partnering to ensure that disadvantaged community members have access to upskilling and training opportunities and are well positioned to successfully compete for the jobs of the future.
- CAPK seeks to ensure that new technologies offer opportunities and do not negatively impact rural and disadvantaged communities and residents' environment and health.
- CAPK is a trusted community resource that can bring together the public and private sector to uplift disadvantaged communities and ensure a recovery with equity.

KCCD's Workforce Development Role

As part of its economic and workforce development mission (CA Education Code §66010.4(a)), KCCD regularly conducts quantitative and qualitative analyses of community, economic, and workforce development needs to ensure that its education and workforce programs address employers' workforce development needs. KCCD provides resources in support of community and economic development efforts to ensure that its career education programs remain relevant as industries integrate technology, or the economic makeup of its service area shifts. KCCD partners with businesses and governmental entities, other educational institutions to anticipate and prepare to meet economic and workforce development challenges and ensure a thriving local economy by

advancing economic development initiatives in communities throughout its 28,000 square mile service area.

CAPK & KCCD Industry Sector Areas of Focus:

CAPK held a series of community partner meetings in which these carbon negative and carbon neutral technologies were discussed. CAPK is focused on supporting these community-wide economic development projects and partnered with KCCD to ensure a trained workforce.

KCCD / BC has been engaged in the renewable energy sector since 2009, providing solar and wind technician training. BC has partnered with Kern Council of Governments (KernCOG) supporting the adoption of Zero Emission Vehicles (ZEV) and electrification infrastructure. BC / KCCD partnered with NREL to explore emerging carbon negative and carbon neutral technologies being deployed in Kern County. In 2020, BC / KCCD was awarded a CWDB High Road Project to develop a strategic workforce development plan for Kern County in partnership with CRPE, UC Merced, and others including CAPK.

- Transportation Electrification & Zero Emission Vehicles: California Governor Newsom's September 2020 N-79-20 executive order requiring all new passenger cars and trucks sold be zero-emission by 2035 and requiring medium- and heavy-duty vehicles to be 100 percent zero emission by 2045 where feasible and by 2035 for cargo trucks is estimated to increase the number of both ZEV and ZEV infrastructure significantly over the next ten years.
- Microgrid Systems: In the past 10 years, 45 microgrids have been built in California, an investment of more than \$136 million. Microgrid systems provide reliable power to critical infrastructure and facilities that are especially important in communities that experience significant and repeated natural disasters such as earthquakes, wildfires, floods, avalanche, or heat related public safety power shut offs.
- Hydrogen and Carbon Capture & Storage: The Lawrence Livermore National Laboratory (LLNL) determined that California has the capacity to store as much as 18 billion tons of carbon in existing underground geologic structures. Kern County's oil fields are estimated to store 14 billion of that 18 billion tons of carbon storage. (Getting to Neutral, 2020)

Future Opportunities

Among others, CAPK and KCCD are interested in the following opportunities:

US Dept of Energy Communities LEAP

US Dept of Commerce EDA Good Jobs Grant

US Dept of Commerce EDA Economic Adjustment Act Grant



MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administrator

Date: November 17, 2021

Subject: *Agenda Item VII(a)*: Community Action Partnership of Kern Foundation Update – **Action Item**

On October 29, 2021, the Community Action Partnership of Kern (CAPK) Foundation Board held its monthly Board of Director's meeting in-person at Temblor Brewing Company. There were two action items presented to approve the Board Minutes from September 24, 2021; and approval of Resolution #2021-01 to approve authorization and verification that the exemption from traditional teleconference requirements is necessary pursuant to Assembly Bill 361. All other items were informational and consisted of a presentation about the CAPK Strategic Plan, an update about the Food Bank community engagement plan and capital expansion funding, and an update on the recruitment for the Director of Development position.

Pritika Ram also reported that two Board Members have submitted their resignation; Megan Silva, who's resignation is effective October 31, 2021; and Gina Pettit, who's resignation is effective November 30, 2021. Both members are moving outside the area for employment reasons. The staff and Board will engage in recruitment of new members to the Board in early 2022.

Recommendation:

Staff recommends the Board of Directors approve Community Action Partnership of Kern Foundation Board of Directors Report and Minutes for September 24, 2021.

Attachment:

Community Action Partnership of Kern Foundation Approved Minutes from September 24, 2021.



DATE	September 24, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 474 928 445#

COMMUNITY ACTION PARTNERSHIP OF KERN FOUNDATION

Board of Directors Meeting Minutes

I. Call to Order

Chairman Kevin Burton called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Roll Call

Roll Call was taken with a quorum present:

Present: Kevin Burton, Nila Hogan, Ariana Joven, Chase Nunneley, Gina Pettit (arrived at 12:30 pm), Fred Plane, Megan Silva, Michele Shain Chei Whitmore

Absent: Michael Bowers, Don Bynum Megan Silva

Others Present: Jeremy Tobias, Chief Executive Officer; Lorraine Casillas, Director of Finance; Yolanda Gonzales, Director of Head Start / State Child Development; Traco Matthews, Chief Program Manager; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff

II. Public Comments

No one addressed the Board.

III. Consent Agenda

Motion was made and seconded to approve the Consent Agenda. Carried by unanimous vote (Plane/Joven).

IV. Regular Business

a. CAPK Food Bank Presentation – Carrie Farwell, Food Bank Administrator – **Info Item**

Carrie Farwell gave a presentation about the Food Bank, the various programs, and the numbers served throughout Kern County.

b. Food Bank Workgroup Update – Pritika Ram, Director of Administration – **Info Item**

1. Community Engagement & Planning

Groundbreaking – Pritika Ram provided a preliminary date of December 16th for the Groundbreaking for the Food Bank Expansion project and will provide further details as they become available.

2. Fundraising – Pritika Ram reported that funds raised to support the Food Bank Expansion Project will be a mix of private donors as well as funding from Local, State, and Federal sources. Approximately \$4.9 million is available from a grant and staff is working to complete the grant application. Pritika also stated that staff is awaiting approval of a \$3 million grant from the Federal Government, and confirmation from a potential private donor who has expressed significant interest. For other private donation solicitations, Pritika will be meeting with Kevin Burton, Don Bynum and Michael Bowers to provide collateral materials and consistent messaging. Lastly, Pritika reported that another potential donor has expressed interest and will be volunteering at the Food Bank to develop a relationship.

Kevin Burton congratulated staff on an excellent job on initiating the funding opportunities. Chase Nunneley echoed Kevin’s comments about the progress made in seeking funding opportunities.

- c. Director of Development Update – Pritika Ram, Director of Administration – ***Info Item***

Pritika Ram provided an update on the recruitment efforts for the Director of Development position and stated that candidates have been identified for interviews.

- d. Form 1023 Legal Filing – Pritika Ram, Director of Administration – ***Info Item***

Pritika highlighted p. 42 of the attached legal filing, which signifies that all funds raised will remain in Kern County, and also shared the CAPK Foundation Website will go live in the coming weeks.

VII. Board Member Comments

- No Comments

VIII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Friday, October 29, 2021
5005 Business Park North
Bakersfield, CA 93309

IX. Adjournment

The meeting was adjourned at 12:31 pm



MEMORANDUM

To: Board of Directors

Lisa Gonzales

From: Lisa Gonzales, Program Governance Coordinator

Date: November 17, 2021

Subject: *Agenda Item VIII(a)*: November Policy Council Report – **Action Item**

The Policy Council met on October 26, 2021, with quorum established. This meeting was conducted via teleconference as per California Governor Executive Order N-25-20.

A request to submit an annual application with consolidated Head Start and Early Head Start programs across Kern and San Joaquin Counties was presented to the Council. This application would combine the Head Start, Early Head Start Kern grants as well as the Early Head Start San Joaquin and Early Head Start Child Care Partnership grants. The advantages of such along with budget detail was provided to Council members. Upon conclusion of the presentation the Council approved the submission of the Annual Application with consolidated Head Start and Early Head Start grants for the 2022-2023 funding year.

In consolidating all grants, a gap month in funding results for Early Head Start San Joaquin. In consultation with the Office of Head Start program staff was instructed to submit an annual application for the program which would result in one month's funding for Early Head Start San Joaquin. This will close the gap between funding cycles, allowing the program to continue without disruption of services. Specific funding information was provided to Policy Council with approval obtained for submission of the Early Head Start San Joaquin annual grant for the 2022=2023 budget period.

Information and specific budget detail with regard to a budget revision request for Early Head Start San Joaquin was presented to the Council. Following brief discussion, approval was obtained to submit the budget revision for Early Head Start San Joaquin to the Office of Head Start.

The next Policy Council meeting is scheduled for November 23, 2021, which will be the first meeting of the 2021-2022 term.

Recommendation:

The Policy Council requests Board approval of the November Report and the Policy Council meeting minutes from October 26, 2021.

Attachment:

Policy Council Meeting Minutes from October 26, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES
October 26, 2021
Teleconference ID: 408 174 406#
Per Governor's Executive Order N-25-20

1. Call to Order

Chairperson Andrea Martinez called the meeting to order at 5:30 p.m.

a. Chairperson Martinez conducted roll call; quorum was established.

Policy Council Members Present: Nicole Cabe, Jimmie Childress, Samantha Collins, Brittany Dunbar, Teresa Fajardo, Laura Gonzales, Nila Hogan, Kaylonie Howard, Andrea Martinez, Ashley McAllister, Semeen Muhammad, Paola Sanchez, Rosalinda Valencia

2. Public Comments

*The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the Policy Council will take no action other than that referring the item(s) to staff for study and analysis. **Speakers are limited to three minutes each.** If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.*

None

3. Standing Committee Reports

a. School Readiness Committee

The School Readiness Committee met on October 14, 2021 at which time a presentation was provided to members on the Early Head Start Partnership Program. The five partner centers were outlined as was the School Readiness Framework. The various research-based curriculums were also shared. The importance of parent/family engagement and its link to children's success and kindergarten readiness was also shared with members. Family goals are completed with all families. To date 42 goals have been completed and 29 are at the halfway to completion. Also offered to families is the ReadyRosie Parenting curriculum which include "Give Me Ten" workshops which are ten-minute videos that promote safe and respectful environments. During the 2020-2021 school year ten parents completed the parent leadership program, "Parents on a Mission" which is a 6-week course and upon conclusion participants receive a certificate. It was also shared that male involvement activities are taking place across partnership sites as male involvement is an important component in children's lives.

b. Planning Committee

The Planning Committee met on October 5, 2021. The committee reviewed the Program Review & Evaluation (PRE) report. Enrollment information was as follows, Head Start Kern, 50%, Early Head Start Kern, 66%, Early Head Start San Joaquin, 61% and Early Head Start Child Care Partnership 56%. The Child Adult Food Program (CACFP) report was shared as well noting the Central Kitchen prepared 28,064 meals in September. Additionally, it was noted 2 new staff were onboarded, with 2 internal promotions, and 12 candidates in the pre-employment process.

c. Budget & Finance Committee

The Budget & Finance Committee met on October 19, 2021. Budget to actual financial documents across all grants as well as Parent Activity funds, Parent Local Travel and Reimbursement and American Rescue funding expenditures were shared. All of these reports can be found in the communication section of the packet. This was the final committee meeting of the term during which standing reports as well as many additional financial documents were shared in depth with the committee. Some of these items included, Cost of Living Adjustment, Notice of Action awards for all grants, carry over funds and more. Budget & Finance Chairperson, Ashley McAllister thanked fellow member Teresa Fajardo for her participation on the committee as well as staff sponsor Heather McCarley. She also expressed appreciation to Program Governance Coordinator, Lisa Gonzales.

d. Bylaws Committee

The Bylaws Committee completed all its scheduled meetings of the 2020-2021 Policy Council term. As a committee during this term the committee reviewed the Policy Council Bylaws in their entirety, navigated the Governance Leadership Training modules, as well as made recommended changes to

the bylaws which were subsequently approved not only by the committee but by the CAPK governing board and full Policy Council. Chairperson Kaylonie Howard thanked the bylaws members for their time and participation on the committee.

4. Presentations

a. Early Head Start San Joaquin Program – Gloria Barbero, Assistant Director, EHS San Joaquin

Gloria introduced herself to members and shared a brief personal background as well. She provided a virtual tour via PowerPoint showcasing the many wonderful things taking place in San Joaquin County. Early Head Start San Joaquin has two program options, center and home based. CAPK San Joaquin serves 313 children and families with 178 slots for families in need of full day full year center-based services at 8 child development centers. There are 135 home based children and 12 home based educators. Gloria shared pictures and summarized each of the San Joaquin centers providing information on location, staffing and scope of services provided. Home based educators were also highlighted noting eligible participants include pregnant women and children. Educators provide weekly visits and support families in being their child's first and most important teacher. Special recognition for her commitment to CAPK families was given to Nicole Nino, Home Based Supervisor who also oversees Parent Involvement as well as Governance in San Joaquin County. Nicole collaborates closely with home-based staff in Kern to ensure consistency and excellence. The various community partners were noted along with the services provided. Gloria spoke to the special collaboration Early Head Start San Joaquin has with San Joaquin General Hospital, San Joaquin Public Health, and San Joaquin Human Services Agency to provide COVID-19 vaccinations and testing to families and staff at some of their child development centers. There have been two successful clinics this month (October). A common thread throughout was the wonderful relationship the CAPK San Joaquin program has with their neighbors and the community at large who have welcomed and embraced them. Family engagement events that have taken place during the current program year were also shared with members which included pictures specific to each of the monthly themes. Gloria shared this October marks their third annual pumpkin event. This activity has always been dedicated to male involvement and has been one of the most popular events over the years. Wellness activities and events for families to increase their wellbeing were spoken to with information shared regarding monthly S'more's newsletters. The Pyramid Model Backpack Connection series are also distributed each month and address challenging behaviors parents may face with their children. This handout is also discussed at center based monthly parent meetings as well as during home-based visits and socializations. Gloria stated this calendar year the first social emotional webinar was held for all parents and staff in both English and Spanish. This webinar was presented by Lakeshore and all families regardless of attendance received a free social emotional kit with a second training in the planning stages.

b. CAPK Head Start COVID-19 Vaccination Efforts – Alan Rodriguez, Health and Nutrition Manager

Alan spoke about vaccination efforts. He stated in collaboration with Kern County Public Health we will be hosting 28 vaccination clinics at 14 Head Start child development centers. These clinics have been strategically placed 3 weeks apart to allow for participants to become fully vaccinated if need be. To date there have been 13 clinics thus far resulting in 54 vaccinations and 15 COVID tests. The first vaccination clinic was held mid-October at the agency's administrative offices. At the time of reporting, there was a vaccination clinic held at Pete Parra with news media covering the efforts. Additional clinics will be held the following week at Sterling, Angela Martinez, and East California Child Development Centers with various other center locations were shared. Alan shared staff may also receive the vaccination at any one of these clinics. It was shared that those interested in receiving a vaccination can choose either the Pfizer or Johnson and Johnson vaccination. Alan also stated these vaccination events are open to the community at large, he encouraged everyone to share this information with others. It was added that no appointment is need, walk-ups are welcome. Information was shared with members regarding a digital application from which you can download for proof of vaccination. The schedule of vaccination clinics will be emailed to members.

5. Consent Agenda

***ACTION**

The Consent Agenda consists of items that are considered routine and non-controversial. These items are approved in one motion unless a member of the Council or the public requests removal of a particular item.

If comment or discussion is requested, the item will be removed from the Consent Agenda and will be considered in the order listed.

- a. Policy Council Meeting Minutes – September 28, 2021 (English/Spanish)
 - b. Budget & Finance Committee Meeting Minutes – September 21, 2021
 - c. Planning Committee Meeting Minutes – October 5, 2021 (English/Spanish)
 - d. Kern Head Start Budget vs. Actual Expenditures, March 1, 2021, to September 30, 2021
 - e. Kern Early Head Start Budget vs. Actual Expenditures, March 1, 2021, to September 30, 2021
 - f. San Joaquin Early Head Start Budget vs. Actual Expenditures, February 1, 2021, to September 30, 2021
 - g. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures, March 1, 2021, to September 30, 2021
 - h. American Rescue Funding Expenditures April 1, 201 to September 30, 2021
 - i. Parent Local Travel & Childcare through September 30, 2021
 - j. Parent Activity Funds through September 30, 2021
 - k. Kern Head Start and Early Head Start Non-Federal Report, March 1, 2021, to September 30, 2021
 - l. San Joaquin Early Head Start Non-Federal Report, March 1, 2021, to September 30, 2021
 - m. Head Start Program Review Evaluation (PRE) Report – September
 - n. Head Start Recruitment Flyer
 - o. CAPK Rental Assistance
 - p. San Joaquin County Emergency Rental Assistance Program
 - q. Domestic Violence Awareness
 - r. CAPK Mentor Program
 - s. Home Visiting Program (English/Spanish)
 - t. Monthly Parent Trainings with Dr. Kirk – Head Start Wellness
 - u. Drive Through Health and Resource Fair – Bear Mountain Elementary School, Arvin, October 27, 2021
 - v. Trick or Tweet Fall Carnival – Beal Library, October 29, 2021
 - w. Virtual Family Fun Day at the Park – The Record (Stockton), ongoing through October 29, 2021
 - x. Monthly Food Distribution – A Matthew 25:35 Ministry, October 30, 2021 (English/Spanish)
 - y. Children's Mobile Clinic – November 2021 (English/Spanish)
- Motion was made by Nila Hogan to approve consent items (a) through (y); seconded by Rosalinda Valencia. Motion carried unanimously.

6. New Business

***ACTION**

a. Application for Continued Funding of Early Head Start San Joaquin – Jerry Meade, Assistant Director, Program

Jerry stated the Head Start and State Child Development division is requesting approval to submit an application for continued funding for Early Head Start San Joaquin grant adding Policy Council approval is required for this application which is due on November 1, 2021. He noted though the Head Start Consolidation application will begin on March 1, 2022, the Early Head Start San Joaquin grant has a funding cycle which begins on February 1, 2022, thus resulting in a funding gap. Because of this the Office of Head Start instructed staff to apply for the annual grant and in turn will fund 1/12 of such. This will close the gap between funding cycle and ensure services continue for children and families without interruption. Staff recommended Policy Council approve the application for continued funding for Early Head Start San Joaquin program for the 2022-2023 funding year. Motion was made by Teresa Fajardo; seconded by Nicole Cabe. Motion carried unanimously.

b. Annual Application with Consolidated Head Start Grants – Jerry Meade, Assistant Director, Program

The request to submit the annual application with consolidation of all three grants was presented. This would be for funding year March 1, 2022 to February 28, 2023. It would incorporate funding for all 3 current grants. A breakdown of the budget detail was shared. It was stated in total the Head Start funding for this (consolidated) grant would include \$50,783,349.00 encompassing our CDE and USDA revenue. This budget was completed in collaboration with the Finance Department as well as program staff and our regional office from the Office of Head Start. There are increases in minimum wage as well as in costs of materials, all of which were taken into consideration when developing this budget. Program is also taking into account that we will be fully enrolled per the Performance Standards and the Office of Head Starts expectations come January 2022 therefore we should also see an increase in

revenue from CDE funded programs as well as USDA reimbursement for food costs. Staff is recommending that Policy Council approve the consolidated Head Start and Early Head Start grants for the 2022-2023 funding period. Motion made by Nicole Cabe; seconded by Teresa Fajardo. Motion carried unanimously.

c. Early Head Start San Joaquin Budget Revision – Jerry Meade, Assistant Director, Program

Jerry shared as a result of ongoing budget to actual review a savings has been identified in the San Joaquin budget. This savings is in the current funding year in the category of personnel and fringe. He shared, in order to be able to fully expend this grant, program would like to submit a budget revision to the Office of Head Start moving savings from the identified categories (personnel and fringe) to the construction category. This funding (available in the current year) would allow for completion of major construction projects at the Barnett House. Jerry added that it does however exceed the \$250,000.00 threshold and will require a formal written request be submitted to the Office of Head Start as well. He also noted prior to submitting the request for the Barnett House construction project, we must identify where funding is available to pay for the project. Budgetary information was presented to the Council which included an amount of \$643,019 which if approved will be added to the facilities and construction category. Jerry stated the construction project will be presented to the Board of Directors for approval prior to obligating the agency to any of the expenses. It was noted the savings in personnel and fringe is due to the staffing shortages that have been experience so far this year. It was recommended Policy Council approve the submission of the budget revision for Early Head Start San Joaquin for the 2021-2022 budget period. Motion was made to approve by Teresa Fajardo; seconded by Nila Hogan. Motion carried; with one opposition.

7. Standing Reports

a. Program Governance – Lisa Gonzales, Program Governance Coordinator

Lisa shared thanked Policy Council members and staff alike for attending the final meeting of this term. She expressed admiration for members as they not only participated in monthly meetings but their respective subcommittees as well, adding what a time commitment that is. Lisa highlighted some of the many accomplishments Policy Council has achieved during their term such as approval of budget revisions, carryover funds, the recruitment and selection plan, school readiness goals and more. It was noted that the Council also had the opportunity to hear informative presentations from a variety of community resources. Information and resources from CAPK WIC, Energy Department, VITA, Home Visiting Program as well as the Kern Family Justice Center, Kern County Fire Department were provided to members over the duration of their term. Lisa thanked members for their commitment and time as they served on the Council stating this dedication and pledge to service truly benefits the children and families the program serves. All members were sent a certificate of appreciation for their participation as well as a letter from Head Start and State Child Development Director Yolanda Gonzales. In closing Lisa expressed gratitude to staff for their support of Policy Council as they attended monthly meetings, provided presentations, reports and more. She was thankful to staff who served over the term as a staff sponsor for the various Policy Council committees. Deep appreciation was expressed for the time they took to gather information, prepare their respective committee agendas, minutes, and verbal reports. Lisa stated along with our Policy Council members, staff sponsors are an integral part of the Council. The support, insight, wisdom, and knowledge they share with members is truly appreciated. She again, thanked everyone and looks forward to the upcoming term, and hopes to see some returning members in the 2021-2022 term.

b. Community Representative – Nicole Cabe, Past Parent; Nila Hogan, Community Representative

Nila shared a variety of information which included *Homework Hang-out and Dinner*, an event hosted at the Beale Library. Participants can “hangout” weekdays from 3:00 p.m. – 5:00 p.m. This is open for children 2 years – 18 years of and provides a space where they can do their homework and are also offered a free meal. Information regarding a drive thru health and resource fair offering a free mammogram screening at Bear Mountain Elementary School was shared. Nila stated there are several Trunk or Treat events taking place as well throughout the community. Flyers regarding all events spoken about will be emailed to members.

c. Early Head Start San Joaquin – Semeen Muhammad

Semeen shared that the monthly Leadership S'more was sent in early October which included a Pyramid Model parent handout as well as the monthly father/family engagement activity. There have

been 185 views to date. On October 15, 2021 in conjunction with the Health Department the first COVID vaccination and testing site took place in Stockton. The second event was held in Lodi on October 22, 2021 with more events to come in November. The October food experience provided children the opportunity to taste melons, apples, bananas, and strawberries. Conversation then followed discussing the different tastes, textures, and colors.

d. Early Head Start Partnership – Samantha Collins

Samantha shared a Trunk or Treat event will take place at Bakersfield College for their enrolled families. Escuelita Hernandez has hosted a Harvest Festival each Thursday in October. Garden Pathways staff are wearing pink during October in honor of breast cancer awareness month. In September DHS partnership launched a virtual training series for our partner staff which takes place each Saturday of each month. Topics include, music and movement, social and emotional development for infants and toddlers as well as male involvement. The final session will take place November 6, 2021. There have been 6 staff who have participated so far. It was noted that the program is actively recruiting for all partner programs and have attended recruitment events in Arvin as well as at the Beale Library. To date Family Advocates have provided approximately 346 resources and have registered 30 families with ReadyRosie.

e. Board of Directors – Jimmie Childress, CAPK Board Member

Mr. Childress noted there was nothing to share from the board.

f. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director

Yolanda thanked members and staff for all the work they've done to support Policy Council. Yolanda also acknowledged Lisa for all she does. Yolanda stated that we as a program couldn't do what we do without our members. Policy Council members have greatly contributed to the success of our Head Start and Early Head Start programs. Yolanda acknowledged some members may stay and for some this may be goodbye. She added as new journeys arise the hope is that members have gained new leadership skills to be used in other places. Important leadership skills have been developed by serving on Policy Council. Members have learned to listen to others, delegate and complete tasks and make decisions. These are skills that can be taken with them on their child's education journey, to a new job or a volunteer opportunity. Yolanda expressed deep gratitude for Council members and for all the amazing work they have done. She encouraged members to drop in on future meetings and perhaps consider becoming a mentor to a new member sharing their knowledge and expertise acquired. Yolanda stated it has been a wonderful year and she looks forward to the new year.

8. Policy Council Chairperson Report

Andrea expressed appreciation for everyone taking time out of their busy schedules to attend Policy Council and committee meetings. She also extended a special thank you to Lisa for making things look easy, acknowledging that putting all the pieces together for meetings is not as easy as it looks. Andrea was also very appreciative to Lisa for making herself so readily available and accessible adding if anyone has ever reached out, they know how quickly she responds. Andrea went on to share that has missed meeting in person and seeing faces but more so has missed the social interaction and hopes that before too long the Council will be able to meet in person. Andrea hoped that everyone leaves this term feeling more informed and connected and that parents feel better equipped to be that advocate for their child and their families. Andrea thanked members for allowing her to be the Policy Council Chairperson during this term and for showing her grace as she learned and grew from the experience. Yolanda commended Andrea on her leadership skills and the growth she has shown over the past year. She complimented Andrea for an incredible job well done. CAPK Board Members Jimmie Childress and Nila Hogan for their support as well as our community members.

9. Policy Council Member Comments

Nila Hogan shared it was a great year and it went by really quickly. She added that she knows how important Policy Council is and thanked everyone for ensuring they are in attendance. Nila also commended Andrea on doing a fabulous job as chairperson. Andrea thanked Nila for nominating her for the position. Kaylonie Howard, also thanked everyone. Ashley McAllister expressed a big thank you to Andrea noting she has been a great leader. She also thanked Lisa for being a great mentor and hopes that soon things can return to some normalcy, and we can see faces in person. Semeen was thankful for everything. Rosalinda thanked Lisa for everything she does and stated Andrea is awesome. She also gave

a “shout out” to Nicole Nino, San Joaquin staff for everything she has done to help Rosalind attend meetings. Rosalinda shared that it has been a pleasure working with everyone.

10. Next Scheduled Meeting

This was the final meeting of the term.

11. Adjournment

Chairperson, Andrea Martinez adjourned the meeting at 6:41 p.m.