



DATE	February 16, 2022
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: 318 642 801#

Budget & Finance Committee Agenda

Per Governor's Executive Order N-29-20 and Assembly Bill 361, 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

2. Roll Call

Janea Benton (Chair)
Fred Plane

Jonathan Mullings
Ana Vigil

Guadalupe Perez

3. 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.

4. New Business

- a. Head Start / Early Head Start Budget to Actual Reports for January 2021 – **Info Item** Tracy Webster, Chief Financial Officer
 1. Kern Head Start Budget to Actual for the Period Ended December 31, 2021 **(p. 3-5)**
 2. Kern Early Head Start budget to Actual for the Period Ended December 31, 2021 **(p. 6-9)**
 3. San Joaquin Early Head Start budget to Actual for the Period Ended December 31, 2021 **(p. 10-13)**
 4. Early Head Start Child Care Partnerships & Expansion budget to Actual for the Period Ended December 31, 2021 **(p. 14-16)**
 5. American Rescue Plan Funding Budget to Actual for the Period Ended December 31, 2021 **(p. 17-19)**
- b. County of Kern Housing for the Harvest Expanded Services Agreement- **Action Item (p. 20-35)** Rebecca Moreno, Director of Community Development
- c. Request for Proposal for United Way Stanislaus Coordinated Entry System- **Action Item (p. 36-41)** Rebecca Moreno, Director of Community Development
- d. Request for Proposal for County of Kern, County Administrative Office Safe Parking/Encampment- **Action Item (p. 42-62)** Rebecca Moreno, Director of Community Development
- e. Marketing Consultant Services Contract – **Action Item (p. 63-86)** James Burger, Outreach and Advocacy Coordinator

- f. Amendment to Architectural Service Contract – **Action Item (p. 87-89)** Emilio Wagner, Director of Operations
- g. Annual Budget for Fiscal Year 2022/2023 - **Action Item (p. 90-103)** Tracy Webster, Chief Financial Officer
- h. January 2022 Financial Statements – **Action Item (p. 104-159)** Tracy Webster, Chief Financial Officer

5. Committee Member Comments

6. Next Scheduled Meeting

Budget & Finance Committee Meeting
12:00 pm
March 23, 2022
5005 Business Park North
Bakersfield, CA 93309

7. 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, February 11, 2022. Laura Alford, Assistant to CFO.



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Head Start - Kern*
Budget to Actual Report for the period ended January 31, 2022 – **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 January 31, 2022. Eleven months (91.6%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 86% 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 126% of the budget.

Carryover Funds

Overall expenditures are at 76% of the budget.

COVID Cares Funds

Overall expenditures are at 80% of the budget.

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

Non-Federal share is at 91% 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 - January 31, 2021

Month 11 of 12 (91.6%)

Prepared 2/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,000,522	8,220,478	1,780,044	82%	18%
FRINGE BENEFITS	2,787,432	2,309,946	477,486	83%	17%
TRAVEL	0	64,635	(64,635)		
EQUIPMENT	0	0	0		
SUPPLIES	733,439	480,159	253,280	65%	35%
CONTRACTUAL	148,506	140,108	8,398	94%	6%
CONSTRUCTION	0	0	0		
OTHER	2,748,825	3,054,150	(305,325)	111%	-11%
INDIRECT	1,583,809	1,287,813	295,996	81%	19%
TOTAL BASE FUNDING	18,002,533	15,557,290	2,445,243	86%	14%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	16,568	25,336	40%	60%
SUPPLIES	23,986	51,607	(27,621)	215%	-115%
CONTRACTUAL	22,800	69,119	(46,319)	303%	-203%
OTHER	72,752	67,522	5,230	93%	7%
INDIRECT	16,144	18,519	(2,375)	115%	-15%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	223,335	(45,749)	126%	-26%

CARRYOVER

SUPPLIES	2,294		2,294	0%	100%
CONTRACTUAL	15,000		15,000	0%	100%
CONSTRUCTION	2,276,903	1,925,939	350,964	85%	15%
OTHER	20,000	0			
INDIRECT	231,443	106	231,337		
TOTAL CARRYOVER	2,545,640	1,926,045	599,595	76%	24%

COVID CARES

PERSONNEL		80,843	(80,843)		
FRINGE BENEFITS		52,540	(52,540)		
SUPPLIES	295,335	221,867	73,467		
OTHER	155,558	8,387	147,171		
INDIRECT	46,675	36,099	10,575		
TOTAL COVID CARES	497,567	399,736	97,831	80%	20%

GRAND TOTAL HS FEDERAL FUNDS	21,223,326	18,106,406	3,096,920	85%	15%
-------------------------------------	-------------------	-------------------	------------------	------------	------------

HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	1,368,579	199,059	87%	13%
CALIF DEPT OF ED	5,193,619	4,808,557	385,063	93%	7%
TOTAL NON-FEDERAL	6,761,257	6,177,136	584,121	91%	9%

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

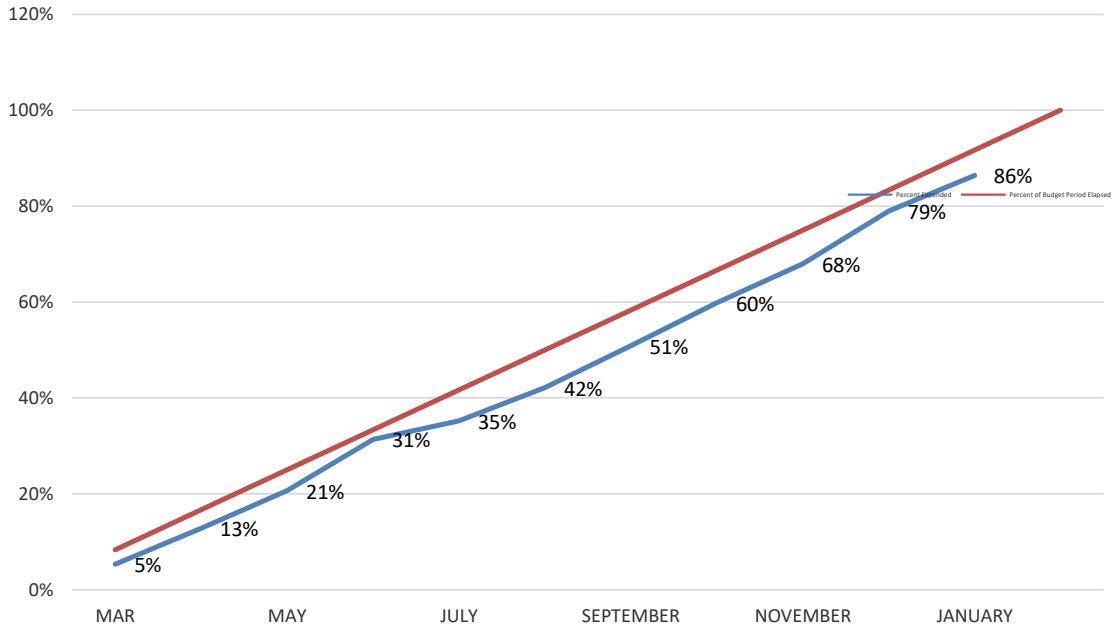
Actual expenditures include posted expenditures and estimated adjustments through 01/31/2022

Administrative Cost for HS and EHS Kern **6.6%**

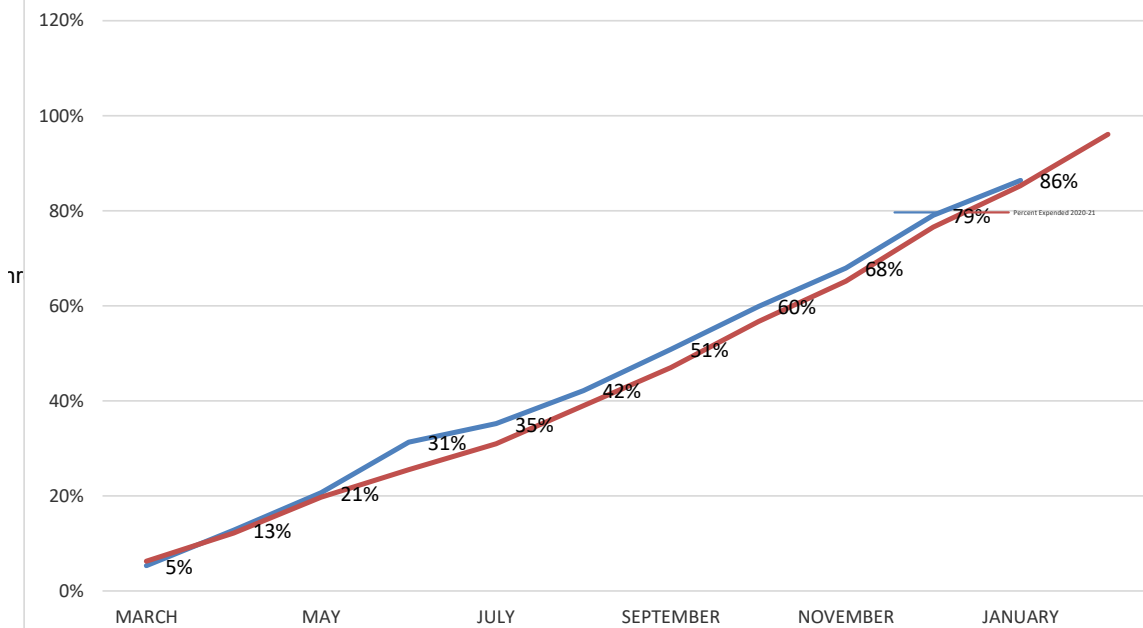
Agency-Wide Credit Card Report

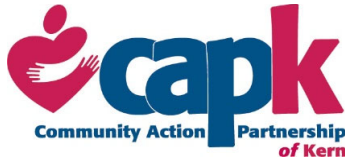
	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	21,871				21,871	2/20/2022
Lowe's	2,962.07				2,962.00	1/5/2022
Smart & Final	317.13				317	2/1/2022
Save Mart	1,138.78				1,139	01/29/2022
Chevron & Texaco Business Card	7,520				7,520	1/6/2022
Home Depot	18,045				18,045	1/14/2022
	51,854	0	0	0	51,854	

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



Head Start Kern
Percent Expended Compared to Prior Year





MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Early Head Start - Kern*
Budget to Actual Report for the period ended January 31, 2022 – **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 January 31, 2022. Eleven months (91.6%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 73% of the budget, which is slightly less than expenditures compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 81% 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 - January 31, 2022

Month 11 of 12 (91.6%)

Prepared 2/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	5,021,133	3,819,296	1,201,837	76%	24%
FRINGE BENEFITS	1,751,175	1,067,544	683,631	61%	39%
TRAVEL	0	26,519	(26,519)		
EQUIPMENT	0	0	0		
SUPPLIES	483,444	313,617	169,827	65%	35%
CONTRACTUAL	36,432	62,713	(26,281)	172%	-72%
CONSTRUCTION	0	0	0		
OTHER	920,158	735,816	184,342	80%	20%
INDIRECT	809,704	548,389	261,315	68%	32%
TOTAL BASE FUNDING	9,022,046	6,573,894	2,448,152	73%	27%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	32,253	6,725	25,528	21%	79%
SUPPLIES	6,807	20,129	(13,322)	296%	-196%
CONTRACTUAL	11,412	66,585	(55,173)	583%	-483%
OTHER	102,788	31,772	71,016	31%	69%
INDIRECT	15,326	11,779	3,547	77%	23%
TOTAL TRAINING & TECHNICAL ASSISTANCE	168,586	136,990	31,596	81%	19%

CARRYOVER

SUPPLIES			0	#DIV/0!	#DIV/0!
CONTRACTUAL			0	#DIV/0!	#DIV/0!
CONSTRUCTION	4,208,158	88,672	4,119,486	2%	98%
OTHER		0	0		
INDIRECT	117,543	235	117,308		
TOTAL CARRYOVER	4,325,701	88,906	4,236,795	2%	98%

COVID CARES

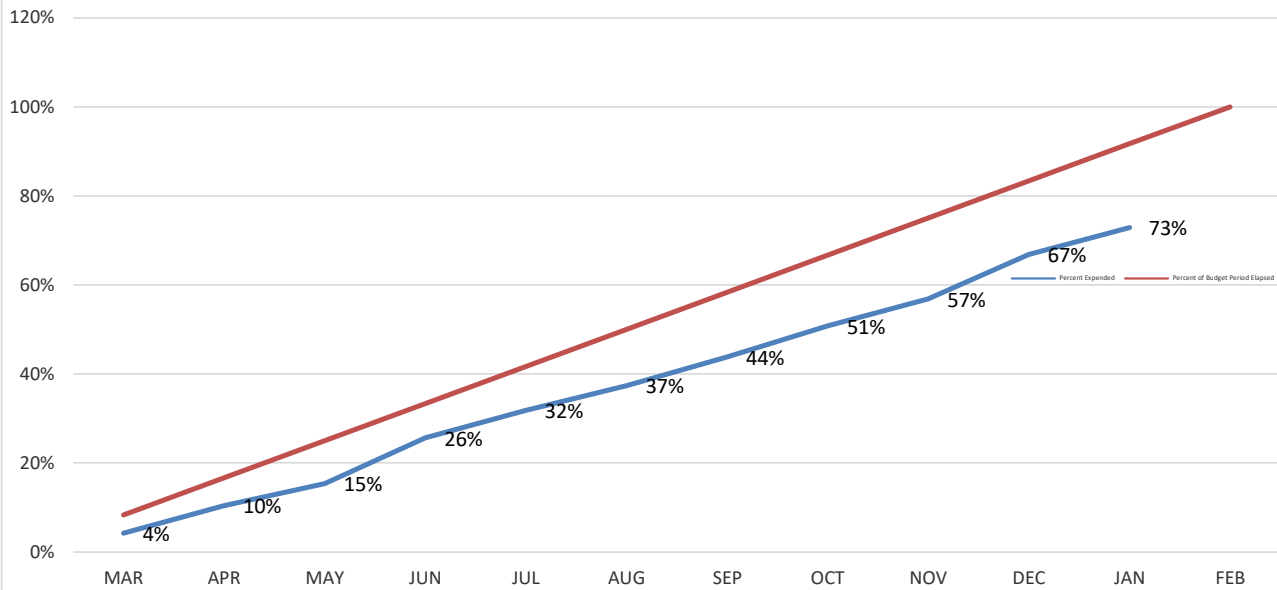
PERSONNEL		35,102	(35,102)		
FRINGE BENEFITS		28,570	(28,570)		
SUPPLIES	66,921	17,620	49,301	26%	74%
OTHER	18,194	1,788	16,406	10%	90%
INDIRECT	9,068	11,103	(2,035)		
TOTAL COVID CARES	94,182	94,182	0	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	13,610,515	6,893,973	6,716,543	51%	49%
--------------------------------------	-------------------	------------------	------------------	------------	------------

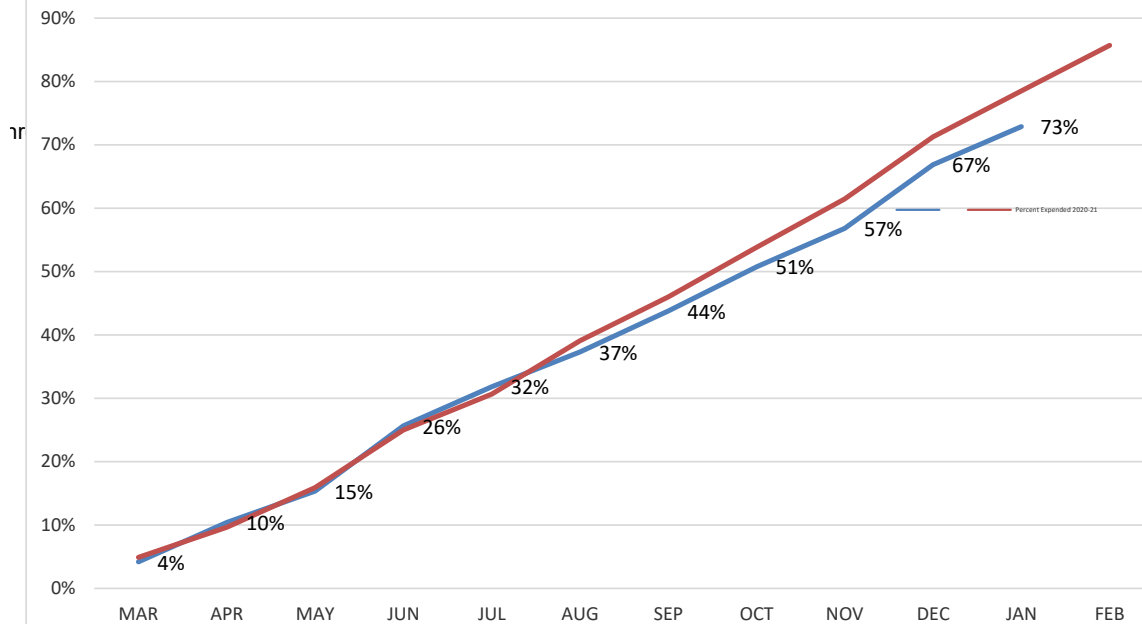
Budget reflects Notice of Award #09CH011132-03-01

Actual expenditures include posted expenditures and estimated adjustments through 01/31/2022

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 **December 31, 2021** (Month 10 of 12)

Page 1 of 1

Percent of budget period elapsed: **83%**

LOCATION	Enroll-ment	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	3,806	3,344	1,604	832	0	603	802	872	850	861	107	0	13,679	40,535	34%
Alicante	20	2,759	2,527	2,754	3,695	1,994	2,133	5,345	5,714	6,469	5,438	74	0	38,902	20,268	192%
Angela Martinez	60	1,682	5,056	1,604	2,212	2,609	2,465	3,468	4,042	8,023	2,590	0	0	33,752	60,803	56%
Broadway	40	9,072	8,492	6,658	0	0	830	2,167	2,500	2,011	2,177	120	0	34,027	40,535	84%
California City	34	8,453	7,727	3,833	0	0	2,784	5,978	5,464	4,894	1,888	73	0	41,092	34,455	119%
Cleo Foran	23	15,779	14,629	14,352	12,627	8,483	6,362	5,747	3,912	6,835	5,819	58	0	94,604	23,308	406%
Delano	76	19,953	21,082	15,436	8,265	7,463	4,632	8,532	8,305	8,247	5,626	8	0	107,549	77,017	140%
East California	52	14,322	16,129	16,718	15,278	15,044	8,892	11,905	7,994	12,209	7,943	13	0	126,445	52,696	240%
Fairfax	40	8,429	9,246	5,856	0	0	1,691	4,415	4,278	4,191	2,707	175	0	40,988	40,535	101%
Fairview	40	7,209	8,499	5,236	5,291	4,000	1,870	7,149	7,553	6,242	8,505	195	0	61,749	40,535	152%
Harvey L. Hall	156	11,773	13,555	13,824	9,064	6,858	6,493	10,607	9,673	10,148	7,879	26	0	99,898	158,087	63%
Heritage	20	5,914	6,825	3,362	0	0	291	1,915	1,292	1,853	1,269	292	0	23,013	20,268	114%
Home Base	123	12,960	10,178	8,707	6,506	6,914	5,928	5,267	7,528	6,766	2,635	5	0	73,393	62,323	118%
Lamont	20	3,352	4,009	406	1,055	1,485	702	941	724	1,035	180	0	0	13,888	20,268	69%
Martha J. Morgan	72	8,319	7,861	7,623	5,287	6,211	5,554	6,184	6,633	6,467	5,495	177	0	65,811	72,963	90%
McFarland	20	2,099	2,182	1,391	0	0	985	3,269	7,404	9,673	10,196	36	0	37,235	20,268	184%
Mojave	20	7,890	10,296	5,212	0	0	0	0	0	0	0	0	0	23,397	20,268	115%
Oasis	60	5,094	7,534	5,183	4,325	3,895	2,209	4,047	4,386	3,990	3,161	0	0	43,824	60,803	72%
Pete H. Parra	128	9,302	10,728	9,209	4,272	2,128	3,222	7,386	14,072	17,495	8,279	6	0	86,099	129,713	66%
Planz	20	0	1,168	0	0	0	0	799	503	1,774	1,345	39	0	5,628	20,268	28%
Primeros Pasos	78	13,621	9,779	8,495	4,687	3,316	4,263	5,007	5,921	6,808	6,914	111	0	68,921	79,044	87%
Rosamond	80	5,024	6,643	2,972	1,649	0	0	51	45	79	0	15	0	16,479	81,070	20%
San Diego Street	40	2,566	2,282	2,970	2,501	1,709	3,549	4,681	4,698	3,627	1,698	113	0	30,395	40,535	75%
Seibert	40	0	0	0	0	0	0	0	95	106	0	0	0	201	40,535	0%
Shafter	20	3,661	2,948	2,292	1,198	436	2,947	6,628	7,005	10,670	9,374	0	0	47,160	20,268	233%
Shafter HS/EHS	25	1,137	2,606	2,500	2,453	2,067	2,227	2,323	1,792	2,792	3,064	78	0	23,038	25,334	91%
Sterling	124	7,380	8,415	7,493	8,090	8,172	4,393	5,814	6,570	5,931	2,536	0	0	64,795	125,659	52%
Sunrise Villa	20	2,328	1,874	651	1,718	0	971	1,493	1,903	1,623	850	0	0	13,413	20,268	66%
Taft	63	4,500	5,261	3,946	0	0	430	1,550	3,486	3,631	2,168	136	0	25,109	63,843	39%
Tehachapi	34	2,181	0	0	0	0	0	1,821	1,351	1,326	0	190	0	6,869	34,455	20%
Vineland	20	4,160	2,420	923	1,009	1,100	587	1,214	1,589	2,353	0	104	0	15,459	20,268	76%
Virginia	40	3,948	4,743	3,377	0	0	764	5,706	5,233	5,370	4,542	33	0	33,714	40,535	83%
Wesley	60	27,407	27,036	13,247	0	0	2,892	6,681	8,451	9,955	9,615	0	0	105,285	60,803	173%
Willow	55	5,130	4,162	2,753	0	0	762	826	3,369	3,595	0	58	0	20,655	55,736	37%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA
Governance		0	0	0	0	0	0	0	0	0	0	0	0	0	15,000	
Program Services		23	130	119	10,127	0	0	6,907	484	0	24	0	0	17,814	74,265	24%
SUBTOTAL IN-KIND	1,763	241,230	249,365	180,707	112,143	83,885	81,428	146,625	154,841	177,035	124,780	2,244	0	1,554,282	1,813,530	86%
State General Child Care*		218,706	214,532	221,798	216,097	167,020	182,708	187,329	199,701	174,882	199,738	0	0	1,982,510	2,821,834	70%
State Preschool*		395,510	387,783	334,094	184,445	165,206	155,454	233,778	301,417	286,063	318,637	0	0	2,762,388	3,865,832	71%
State Migrant Child Care*		9,413	9,710	9,016	9,016	4,013	4,161	4,756	4,310	3,071	6,193	0	0	63,659	125,833	51%
SUBTOTAL CA DEPT of ED		623,628	612,025	564,909	409,558	336,238	342,324	425,863	505,427	464,017	524,568	0	0	4,808,557	6,813,499	71%
GRAND TOTAL		864,858	861,390	745,616	521,701	420,123	423,752	572,488	660,268	641,052	649,348	2,244	0	6,362,839	8,627,029	74%

*May include estimates



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Early Head Start – San Joaquin*
Budget to Actual Report for the period ended January 31, 2022 – **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 January 31, 2022. Twelve months (100%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 87% 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 104% of the budget. The combined personnel and fringe benefit expenses are at 97% 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 - January 31, 2022

Month 12 of 12 (100%)

Prepared 1/13/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,239,569	2,779,563	460,006	86%	14%
FRINGE BENEFITS	913,403	690,848	222,555	76%	24%
TRAVEL	0	37,454	(37,454)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	130,220	156,671	(26,451)	120%	-20%
CONTRACTUAL	9,500	24,383	(14,883)	257%	-157%
OTHER	720,292	717,509	2,783	100%	0%
INDIRECT	498,077	387,144	110,933	78%	22%
TOTAL	5,556,061	4,824,762	731,299	87%	13%

TRAINING & TECHNICAL ASSISTANCE FUNDS

PERSONNEL	49,670	48,797	873	98%	2%
FRINGE BENEFITS	21,950	21,077	873	96%	4%
TRAVEL	3,260	4,264	(1,004)	131%	-31%
SUPPLIES	6,815	3,094	3,721	45%	55%
CONTRACTUAL	7,345	10,383	(3,038)	141%	-41%
OTHER	19,301	24,460	(5,159)	127%	-27%
INDIRECT	10,834	11,318	(484)	104%	-4%
TOTAL	119,175	123,393	(4,218)	104%	-4%

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	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	106,797	106,796	1	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	6,264,019	5,054,951	1,209,068	81%	19%
--------------------------------------	------------------	------------------	------------------	------------	------------

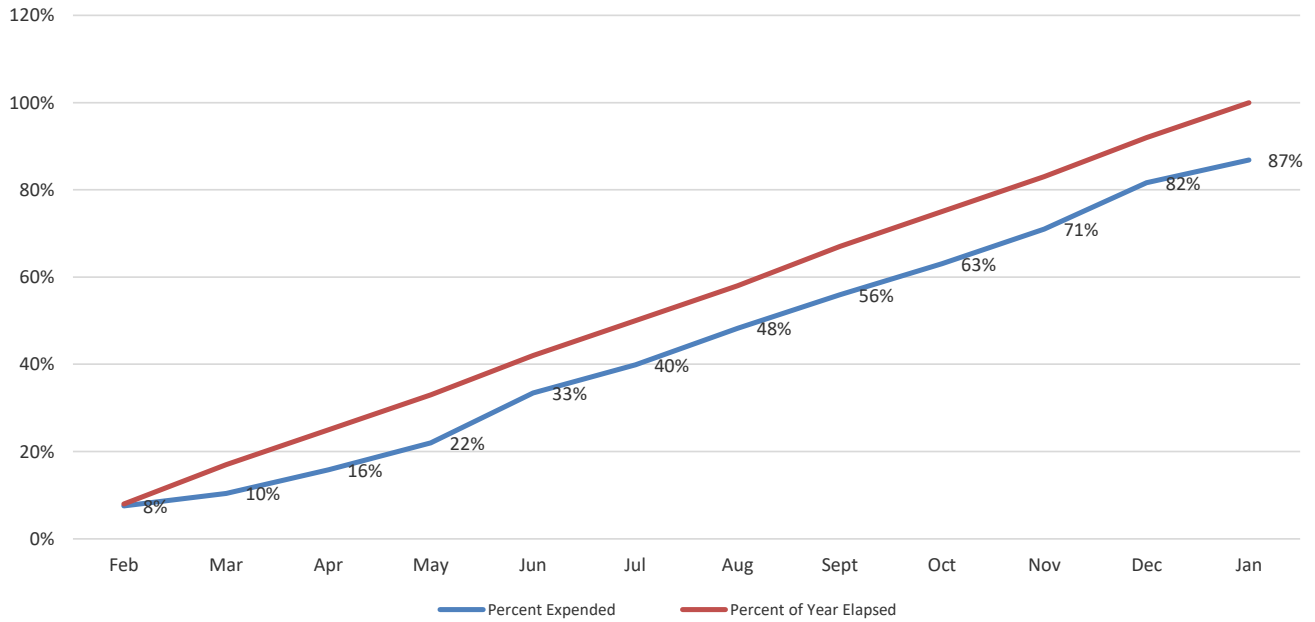
NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,630,480	1,630,480	0	100%	0%
TOTAL NON-FEDERAL FUNDS	1,630,480	1,630,480	0	100%	0%

Centralized Administrative Cost	6.0%
Program Administrative Cost	2.7%
Total Administrative Cost	8.7%

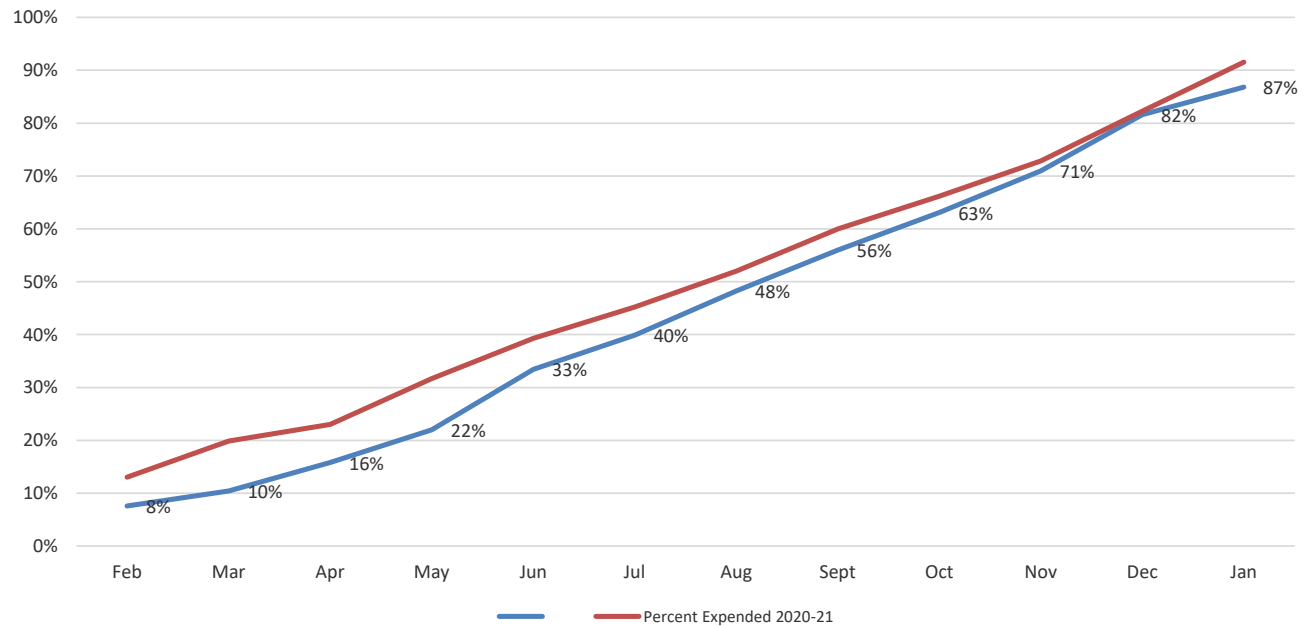
Budget reflects Notice of Award #09CH011406-02-02

Actual expenditures include posted expenditures and estimated adjustments through 01/31/2022

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



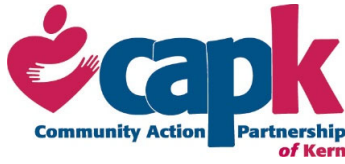
Early Head Start San Joaquin
Percent Expended Compared to Prior Year



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 January 31, 2021 (Month 11 of 12)
Percent of budget period elapsed: 92%

LOCATION	FUNDED ENROLL-MENT	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	YTD Totals	IN-KIND GOAL	% OF GOAL MET
California Street	24	2,654	2,912	2,136	1,799	2,521	3,436	3,640	3,970	4,851	5,331	39,215	39,646	99%
Chrisman	20	2,493	2,771	2,804	2,097	1,582	3,456	3,486	2,813	2,929	4,042	31,617	33,039	96%
Gianone	16	1,009	1,300	1,254	1,179	1,130	1,283	1,316	1,679	345	0	10,496	26,431	40%
Kennedy	16	1,188	858	927	699	844	1,150	1,426	2,324	4,546	4,279	20,868	26,431	79%
Lodi Home Base	35	0	6,413	5,637	5,519	3,253	3,407	2,544	4,654	4,757	2,004	38,189	28,909	132%
Lodi UCC	30	3,271	3,946	2,019	2,649	2,934	2,945	3,246	2,321	1,656	1,603	28,177	49,558	57%
Manteca Home Base	12	1,106	3,329	3,285	2,982	1,967	1,679	3,097	2,321	3,818	2,503	26,548	9,912	268%
Marci Massei	24	2,453	3,257	2,521	2,094	2,170	2,461	1,860	2,436	2,754	870	23,845	39,646	60%
St. Mary's	24	3,029	2,929	3,172	2,203	1,754	2,760	1,359	1,405	1,299	1,885	21,994	39,646	55%
Stockton Home Base	90	5,231	9,230	11,746	8,147	7,212	7,970	7,202	7,100	8,269	7,007	84,346	74,337	113%
Tracy Home Base	12	0	0	0	0	0	1,654	0	0	1,114	1,170	3,939	9,912	40%
Walnut	24	3,004	3,300	4,579	5,262	2,716	3,673	1,816	3,207	2,664	2,956	35,789	39,646	90%
Administrative Services		0	0	0	0	0	0	0	0	0	0	6,681	0	
Program Services		15,169	15,194	18,213	15,348	8,655	8,655	8,655	8,655	8,655	8,655	140,044	108,412	129%
Policy Council		0	0	0	0	0	0	0	0	0	0	0	1,000	0%
SUBTOTAL IN-KIND	327	40,606	55,437	58,292	49,978	36,738	44,529	39,648	42,883	47,858	42,304	511,747	526,525	97%
State General Child Care*		120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	70,748	1,156,182	1,175,152	98%
SUBTOTAL CA DEPT of ED		120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	70,748	1,156,182	1,175,152	98%
GRAND TOTAL		161,159	219,948	220,456	200,864	188,315	125,128	125,080	126,520	133,934	113,052	1,667,929	1,402,067	119%

*May include estimates



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Early Head Start Child Care Partnerships*
Budget to Actual Report for the period ended January 31, 2022 – **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 January 31, 2022. Eleven months (91.6%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 60% 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 36% of the budget.

Carryover Funds

Overall expenditures are at 95% of the budget.

COVID Cares Funds

Overall expenditures are at 20% of the budget.

Non-Federal Share

Non-Federal share is at 77% 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 - January 31, 2022

Month 11 of 12 (91.6%)

Prepared 1/14/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	541,257	127,624	81%	19%
FRINGE BENEFITS	183,736	141,753	41,983	77%	23%
SUPPLIES	37,083	101,049	(63,966)	272%	-172%
CONTRACTUAL	1,091,504	369,210	722,294	34%	66%
OTHER	231,300	183,587	47,713	79%	21%
INDIRECT	215,164	122,454	92,710	57%	43%
TOTAL BASE FUNDING	2,427,668	1,461,877	965,791	60%	40%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	2,741	2,553	52%	48%
SUPPLIES	16,391	2,488	13,903	15%	85%
OTHER	29,393	10,296	19,097	35%	65%
INDIRECT	5,107	1,626	3,481	32%	68%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	20,497	35,688	36%	64%

CARRYOVER

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,371,566	87,015	96%	4%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	0	14,121	0%	100%
INDIRECT	4,412	400	4,012	9%	91%
TOTAL CARRYOVER	2,507,114	2,371,966	135,148	95%	5%

COVID CARES

PERSONNEL	0	4,915	(4,915)		
FRINGE BENEFITS	0	779	(779)		
SUPPLIES	77,735	7,177	70,558	9%	91%
OTHER	24,361	7,950	16,411	33%	67%
INDIRECT	10,206	2,078	8,128	20%	80%
TOTAL COVID	112,302	22,898	95,098	20%	80%

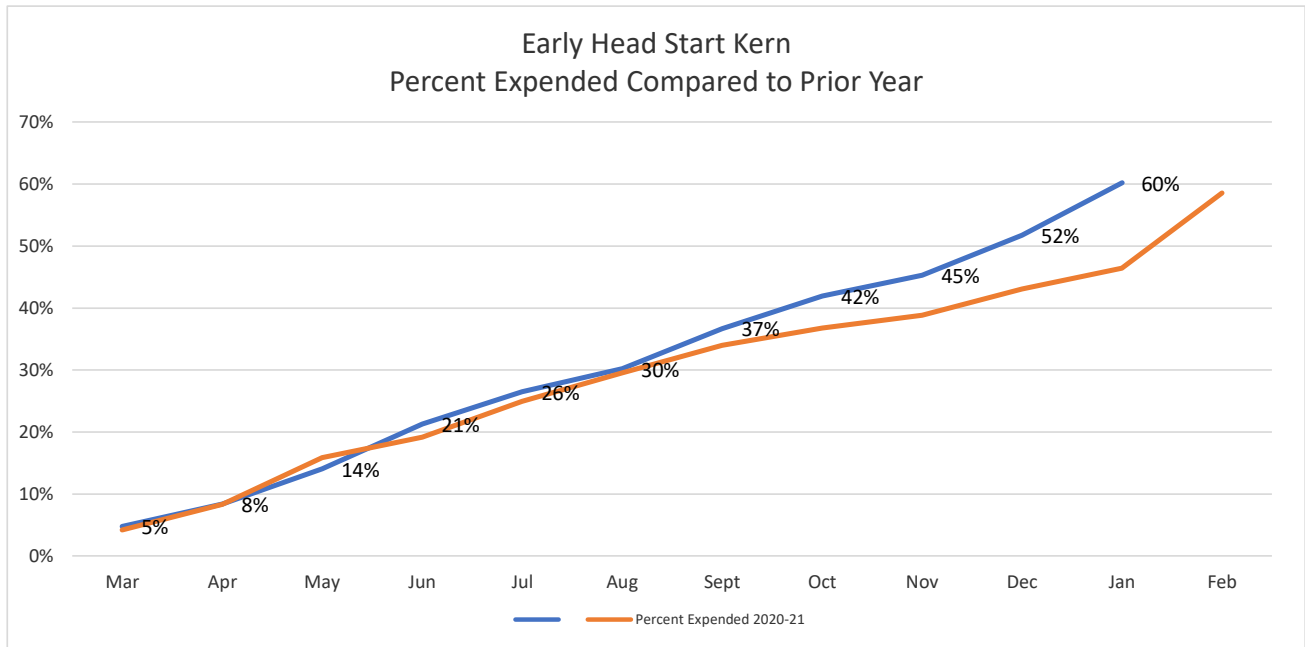
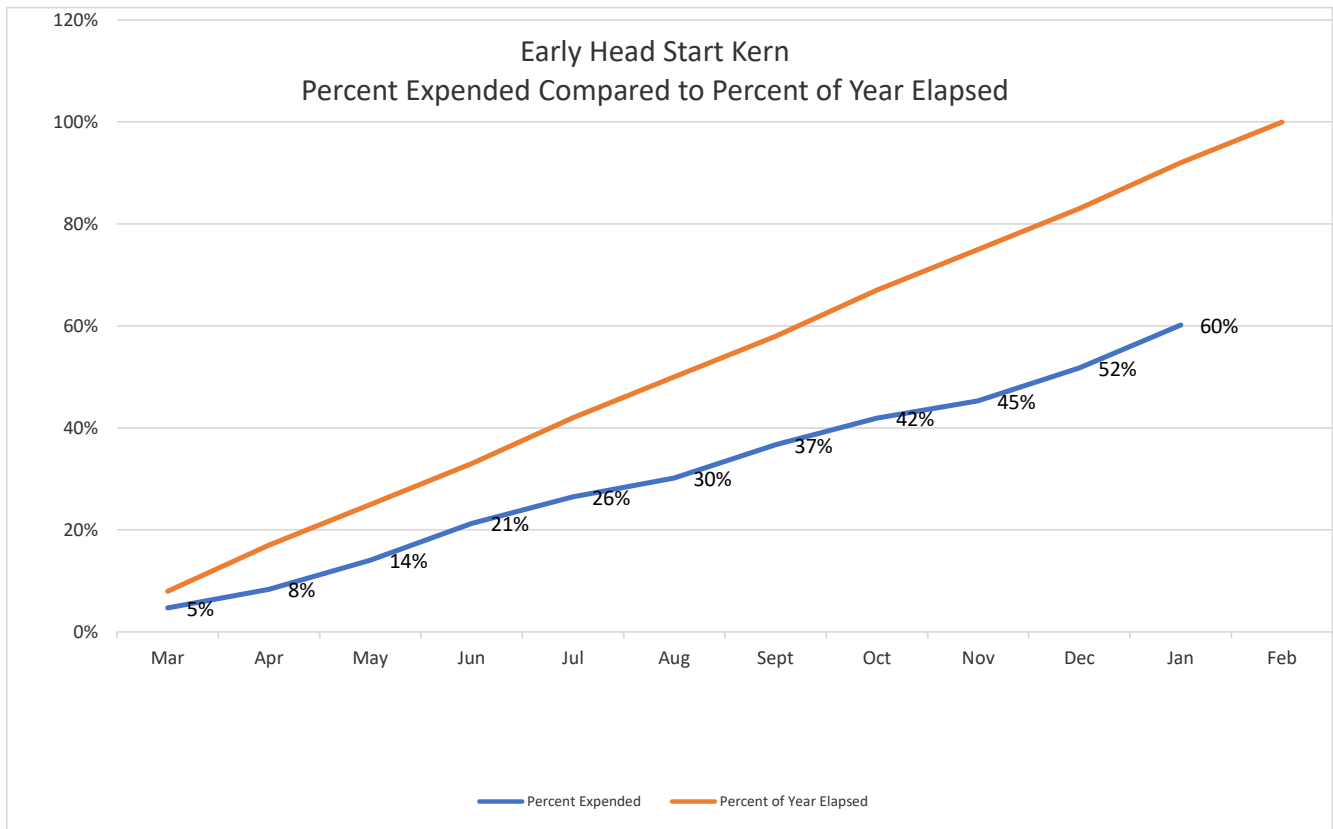
GRAND TOTAL EHS FEDERAL FUNDS	5,103,269	3,877,238	1,231,725	76%	24%
--------------------------------------	------------------	------------------	------------------	------------	------------

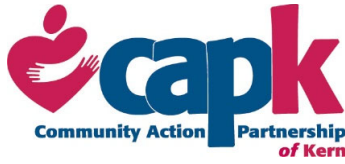
NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	453,016	135,240	77%	23%
TOTAL NON-FEDERAL	588,256	453,016	135,240	77%	23%

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

Actual expenditures include posted expenditures and estimated adjustments through 01/31/22





MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: American Rescue Plan Funding*
Budget to Actual Report for the period ended January 31, 2022 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021 through December 31, 2021. Ten months (83.3%) 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 - January 31, 2022

Month 10 of 12 (83.3%)

Prepared 1/11/2022

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%

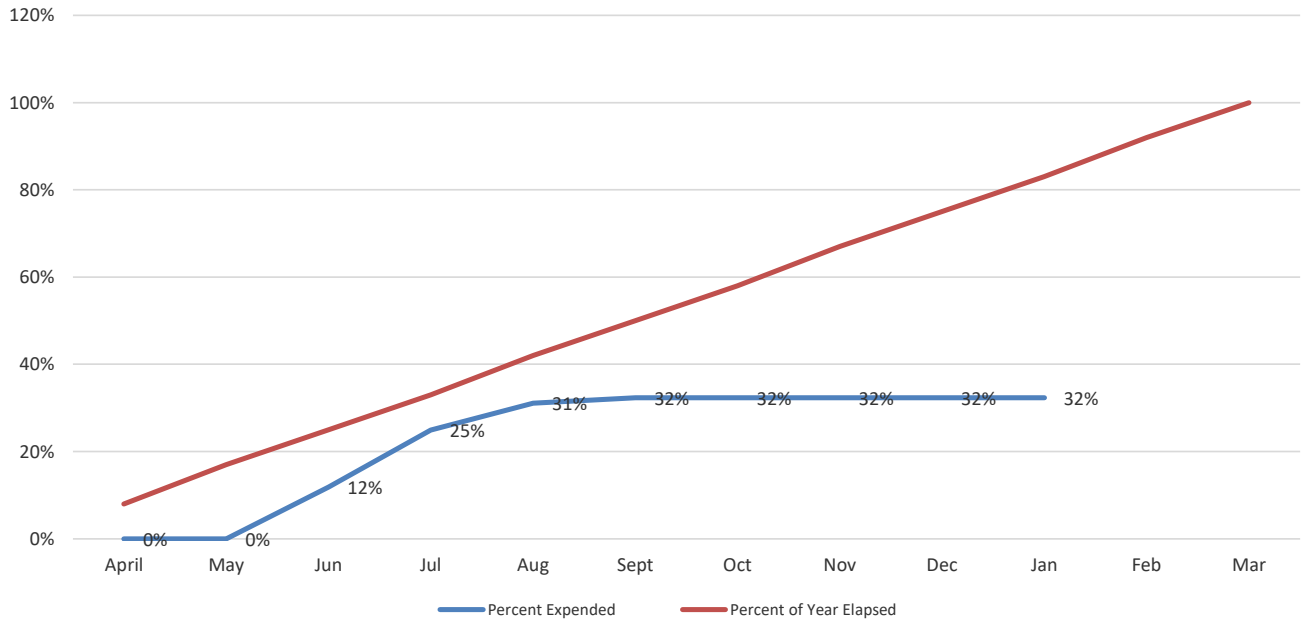
GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	1,079,274	2,257,087	32%	68%
--------------------------------------	------------------	------------------	------------------	------------	------------

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 01/31/2022

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





MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Community Development
Date: February 16, 2022
Subject: *Agenda Item 4b*: Proposal Submission: County of Kern Housing for the Harvest Expanded Services Agreement- **Action Item**

In September of 2020, the Board approved the Housing for the Harvest (H4H) Services Contract with the county of Kern to support agricultural workers who were exposed or confirmed COVID-19 positive and in need of temporary isolation to mitigate the spread of COVID-19. In March of 2021, the State of California announced a revision to the H4H 2.0 project for the purpose of expanding the program to mitigate further spread of COVID-19 and provide financial assistance to participants. Under the expanded H4H program, CAPK continued with providing financial assistance to participants who met the eligibility requirements of the program. Participants received \$500 with the option to receive \$1000 if a W9 could be provided. The contract was extended through December 2021.

During the second phase of H4H 2.0, CAPK saw strong levels of participation from the target population. CAPK was able to serve 814 participants with isolation incentives. This represented approximately 85% of the participants in the state. Much of this success came from partnering with the local outreach/marketing consulting firm Adelante Strategies, who served as trusted messengers for the targeted population. An additional 400+ people remain on the H4H waitlist pending a revised budget and contract extension.

CAPK staff paused the processing of new applications on December 1, 2021, because the program was projected to reach the spending limit for participant incentives based on the initial program budget. Staff are currently working with The County of Kern and Department of Human Services to revise the budget, which has been increased to \$1,354,000 in total funding support. The long waitlist for this program indicates significant demand for further participation and we want to sign up as many people as possible through April 2022. CAPK staff will continue to provide support through client incentives until the remaining funds are expended.

The State of California and Kern County Department of Human Services have requested that CAPK continue to operate the much-needed program with an extension to the original H4H 2.0 contract from January 2022 through April 2022.

RECOMMENDATION

Staff recommends that the Budget and Finance Committee approve the H4H 2.0 extended agreement and increased budget and authorize the Chief Executive Officer to execute the revised agreement and all related documents for the duration of the term.

Attachment:
Housing for the Harvest Revised Budget

Housing for the Harvest
Community Development

Through April 2022

REVENUE

4110	Federal Grant Revenue		
4120	State Grant Revenue	\$	1,354,050.00
4130	County/City Grant Revenue		
4210	Private Revenue		
4220	Contributions/Donations		
4230	Fund Raising		
4310	Interest Income		
4405	Program Income		
4410	Rental Income		
4415	Membership Fees		
4420	Shared Maintenance Fees		
4425	Parent Fees		
4430	Union Administrative Fees		
4435	Recycling Fees		
4440	Insurance Proceeds		
4445	Discounts, Refunds, Rebates		
4450	Misc Revenue		
4505	In-Kind Revenue: Volunteers		
4510	In-Kind Revenue: Transportation		
4515	In-Kind Revenue: Occupancy		
4520	In-Kind Revenue: Consultant Services		
4525	In-Kind Revenue: Supplies		
4530	In-Kind Revenue: State Dept of Education - CCTR		
4535	In-Kind Revenue: State Dept of Education - CSPP		
4540	In-Kind Revenue: State Dept of Education - CMIG		
4545	In-Kind Revenue: First 5		
4580	Donated Commodities/Food Revenue		
			1,354,050.00

SALARIES

	2021 Personnel Expenditures	4,629.00
5105	Salaries	10,547.00
5110	Salaries - Substitutes	-
5115	Salaries - Non-certified	-
5120	Certificated Salaries - Supervisor/Administrator	-
5125	Certificated Salaries - Teacher	-
5130	Classified Salaries - Supervisor/Administrator	-
5135	Classified Salaries - Instructional	-
5140	Classified Salaries - Clerical/Technical	-
5155	Salaries - Subsidy	-

15,176.00

BENEFITS

5205	FICA/FICA-MED Expense	2,637.00
5210	State Unemployment Insurance Expense	-
5215	Workman's Compensation	-
5220	Health Insurance	-
5225	Dental Insurance	-
5230	Life Insurance	-
5235	Long Term Disability Insurance	-
5240	Retirement (Pension)	-
5245	Benefits - Non-certified	-
5255	Benefits - Subsidy	-
		2,637.00

TRAVEL

6105	Local Travel - Staff	-
6110	Local Travel - Board	-
6115	Local Travel - Parent	-
6120	Out of Town Travel - Staff	-
6125	Out of Town Travel - Board	-
6130	Out of Town Travel - Parent	-
6135	Per Diem - Staff	-
6140	Per Diem - Board	-
6145	Per Diem - Parent	-
6150	Vehicle Gasoline	-
6155	Vehicle Rental	-
		-

SPACE COSTS

6205	Rent/Lease	-
6210	Repair/Maintenance/Incidental Alterations	-
6215	Renovations	-
6220	Pre-Construction	-
6225	Construction	-
6230	Security/Alarm	-
6235	Utilities	-
6240	Property Taxes	-
6245	Land Purchase	-
6250	Building Purchase	-
		-

SUPPLIES

6305	Supplies	-
6310	Computer & Peripheral Supplies	-
6315	IT Communication Supplies	-

6320	Computer Software	-
		-

EQUIPMENT PURCHASE

6405	Equipment Purchase	-
		-

CONSULTANT/CONTRACT SERVICES

6505	Legal Fees	-
6510	Audit Fees	-
6515	Payroll Service Fees	-
6520	Consultant Services	171,000.00
6525	Software Support/Maintenance	-
6530	Subcontract Labor	-
6535	Subaward	-
		171,000.00

OTHER OPERATING COSTS

6605	Communication Services	-
6610	Postage	-
6615	Printing	140.00
6620	Risk Insurance	-
6625	Hiring Costs	-
6630	Employee Costs	-
6635	Board Costs	-
6640	First Aid	-
6645	Tuition and Registration Fees - Staff	-
6650	Tuition and Registration Fees - Board	-
6655	Tuition and Registration Fees - Parent	-
6660	Equipment Rent/Lease	-
6665	Equipment Repair/Maintenance	-
6667	Vehicle Repair/Maintenance	-
6670	Procurement Advertising	-
6675	Outreach	-
6680	Training Expenses	-
6685	Meeting Expenses	-
6690	Membership Dues	-
6695	Bank Charges	-
6705	Interest Expense	-
6710	Vehicle License Fees	-
6715	Licensing/Misc. Fees	-
6720	Finance Charges	-
6725	Fines/Penalties	-
6790	Misc. Expense	-
		140.00

DIRECT PROGRAM COSTS

7105	Weatherization Materials	-
7107	Waste Breakage Weatherization Materials	-
7110	Subcontractor Weatherization Materials	-
7115	Weatherization Permits	-
7120	Client Utility Payments	-
7125	Client Repairs	-
7127	Client Incentives	1,042,000.00
7130	Client Educational Materials	-
7135	Client Lactation Materials	-
7137	Client Incidentals	-
7140	Provider Payments	-
7145	Raw Food	-
7150	Receiving Costs	-
7155	Adult Meals	-
7157	Child Care Food Subsidy	-
7160	Medical Costs	-
7165	Dental Costs	-
7170	Field Trips	-
7175	Parent Activities	-
7177	Parent Meals	-
7180	Volunteer Costs	-
7185	Socialization Costs	-
		1,042,000.00

DEPRECIATION

7905	Depreciation Expense	-
		-

NON CASH EXPENDITURES

8105	In-Kind Expense: Volunteers	-
8110	In-Kind Expense: Transportation	-
8115	In-Kind Expense: Occupancy	-
8120	In-Kind Expense: Consultant Services	-
8125	In-Kind Expense: Supplies	-
8130	In-Kind Expense: State Dept of Education - CCTR	-
8135	In-Kind Expense: State Dept of Education - CSPP	-
8140	In-Kind Expense: State Dept of Education - CMIG	-
8145	In-Kind Expense: First 5	-
8180	Donated Commodities/Food Expense	-
		-

INDIRECT

9900	Indirect Subsidy	-
------	------------------	---

9999	Indirect Expense	<u>123,097.00</u>
		123,097.00

REVENUE LESS EXPENSES	-
MUST BE POSITIVE FIGURE	

TOTAL**COMMENTS**

-	
\$ 1,354,050.00	Amount from Cindy Uetz, 1/19 email "Budget for FY 21-22"

1,354,050.00

4,629.00	Ad Hoc Line Item, see General Personel Tab
10,547.00	

-
-
-
-
-
-
-
-

15,176.00

2,637.00

7.65%

2.00%

3.00%

10.00%

5.00%

2,637.00

(\$17.65*150 sf/person)

(\$0.19/sf @150 sf/person)

(computer, laptop, monitor, headsets,
webcam, phone, cables \$1,200 to
\$2,500)

-

-

-

-

-

-

-

171,000.00

-

-

-

171,000.00

-

-

140.00

-

(Roughly \$350.00 per person)

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

140.00

—
—
—
—
—
—

Remaining: \$366,000.00

— — — — —

[illegible]

—

10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.

123,097.00

123,097.00

-

-

§200.68 Modified Total Direct C

MTDC means all direct salary services, travel, and up to the first the subawards under the award). Indirect costs, rental costs, tuition remission of each subaward in excess of \$25,000, and serious inequity in the distribution indirect costs.

[79 FR 75880, Dec. 19, 2014]

Cost (MTDC).

ies and wages, applicable fringe benefits, materials and supplies, \$25,000 of each subaward (regardless of the period of performance of MTDC excludes equipment, capital expenditures, charges for patient care, scholarships and fellowships, participant support costs and the portion of indirect costs, and with the approval of the cognizant agency for



MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Community Development

Date: February 16, 2022

Subject: *Agenda Item 4c*: Proposal Submission: Request for Proposal for United Way Stanislaus Coordinated Entry System - **Action Item**

The United Way of Stanislaus and the Department of Human Services for Stanislaus County approached the CAPK Coordinated Entry System (CES) with a Request for Proposal. They are seeking assistance with providing services including staffing, software/call center technology, and all related infrastructure to successfully assist their new Coordinated Entry System in relieving bottlenecks with their current process flow. They also inquired about expanding CES operations to their service area on a sustained basis. After reviewing the request for proposal, discussions with CAPK leadership and the Coordinated Entry System staff, the agency has responded to the RFP with a formal submission. Currently, our 2-1-1 Kern Call Center provides back-office support to the United Way of Stanislaus. This would be an expansion of services for CES.

Based on CAPK's successful operation of the Kern County Coordinated Entry System, in partnership with the Kern CoC Bakersfield-Kern Regional Homeless Collaborative and local homeless service providers, it is reasonable to expand our CES network to an existing partner and service area. The need is great; Stanislaus County reported for their 2019 Point in Time Count 1,923 persons experiencing homelessness. For reference, Kern County reported 1,330 persons experiencing homelessness for that same year.

2019 Stanislaus County Point-In-Time Count				
Sheltered			Unsheltered	Total
Emergency	Transitional	Safe Haven		
662	173	0	1,068	1,923

While the number of persons experiencing homelessness reported for Stanislaus County is slightly larger than Kern County's reported data, we anticipate the increase in call volume will be offset with shorter wait times due to our experience handling CES calls, resulting in tremendous process flow improvements for Stanislaus County. The proposal includes an additional 2-1-1 Information and Referral Specialist, along with a new team of CES employees to handle the expansion of work. The amount proposed is \$123,161.00 for fiscal year 03/08/2022-06/30/2022 and \$402,525.00 for fiscal year 7/01/2022-6/30/2023 for a total of \$525,686.00, with the option of extending to the agreement until 2024, requested by Stanislaus County.

Overall, the opportunity to expand to a new county through a trusted partner like the United Way will allow CAPK to apply our quality of service through the CES program to provide communities in Stanislaus better services.

Recommendation

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute the contract for services with the United Way of Stanislaus for Coordinated Entry System and allow for the execution for additional documents as needed during the contract term.

Attachments:

Draft budget for fiscal year 2021-2022

Draft budget for fiscal year 2022-2023

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) Revised Budget Proposal 03/08/2022-06/30/2022
Stanislaus County CES Proposal

SALARIES					
5105	Personnel	FTE	RATE	TOTAL	Justification/Comments
	Program Manager	0.50	\$ 36.36	9,454	Annual salary hours: 2080/4=520
	Homeless Navigator	4.00	\$ 18.00	37,440	Annual salary hours: 2080/4=520
	Information and Referral Specialist	2.00	\$ 16.32	16,973	Annual salary hours: 2080/4=520
	Estimated increase (COLA, Merit) @ 3%			1,916	Cost of Living Increase
	Total Personnel	6.50		65,783	
	Fringe Benefits @ 28%			18,419	
	Total Personnel			84,202	
TRAVEL					
6120	Out of Town Travel - Staff			-	
				150	Travel to Stanslaus for start up/meetings
				-	
				-	
	Total Travel			150	
SUPPLIES					
6305	Supplies			250	Paper, note pads, folders, etc...(office supplies)
6310	Computer & Peripheral Supplies			17,500	2500x7= \$17,500.00 for computers
6315	IT Communication Supplies				
6320	Computer Software			1,620	five9 system= \$90.00 per user x6/per 3 months/
	Total Supplies			19,370	
OTHER OPERATING COSTS					
					CES 19th St: 1506SF x 148= \$2228.88 per month (2228.88/14)4FTE x3=
					\$1910.46 211
					16th St: 2644 SF x 1.48= \$3913.12 per month (3913.12/17)2FTE x3=
6205	Space Cost			3,292	\$1381.08
6235	Utilities				
6605	Communication Services			2,500	Mitel

6610	Postage			-	
6615	Printing			-	
6625	Hiring Costs			2,450	New staff recruitment \$350x7
6645	Tuition and Registration Fees - Staff				
6675	Outreach			-	
6685	Meeting Expenses				
6690	Membership Dues			-	
6790	Misc Expense				
	Total Other Operating Expenses			8,242	
9999	10% Indirect Cost			11,197	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
	TOTAL BUDGET			123,161	

-

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) Revised Budget Proposal 07/01/2022-06/30/2023
Stanislaus County CES Proposal

SALARIES					
5105	Personnel	FTE	RATE	TOTAL	Justification/Comments
	Program Manager	0.50	\$ 36.36	37,814	Annual salary hours: 2080
	Homeless Navigator	4.00	\$ 18.00	149,760	Annual salary hours: 2080
	Information and Referral Specialist	2.00	\$ 16.32	67,891	Annual salary hours: 2080
	Estimated increase (COLA, Merit) @ 3%			7,664	Cost of Living Increase
	Total Personnel	6.50		263,129	
	Fringe Benefits @ 28%			73,676	
	Total Personnel			336,805	
TRAVEL					
6120	Out of Town Travel - Staff			-	
				400	Travel to Stanslaus for trainings/meetings
				-	
				-	
	Total Travel			400	
SUPPLIES					
6305	Supplies			1,000	Paper, note pads, folders, etc...(office supplies)
6310	Computer & Peripheral Supplies				
6315	IT Communication Supplies				
6320	Computer Software			7,560	five9 system= \$90.00 per user x7/per 12 months/
	Total Supplies			8,560	
OTHER OPERATING COSTS					
					CES 19th St: 1506SF x 148= \$2228.88 per month (2228.88/14)4FTE x12=
					\$7641.87 211
					16th St: 2644 SF x 1.48= \$3913.12 per month (3913.12/17)2FTE x12=
6205	Space Cost			13,166	\$5524.40
6235	Utilities				
6605	Communication Services			5,000	Mitel

6610	Postage			-	
6615	Printing			-	
6625	Hiring Costs			1,000	New staff recruitment (turnover)
6645	Tuition and Registration Fees - Staff				
6675	Outreach			-	
6685	Meeting Expenses				
6690	Membership Dues			-	
6790	Misc Expense			1,000	
	Total Other Operating Expenses			20,166	
9999	10% Indirect Cost			36,594	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
	TOTAL BUDGET			402,525	

-



MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Community Development

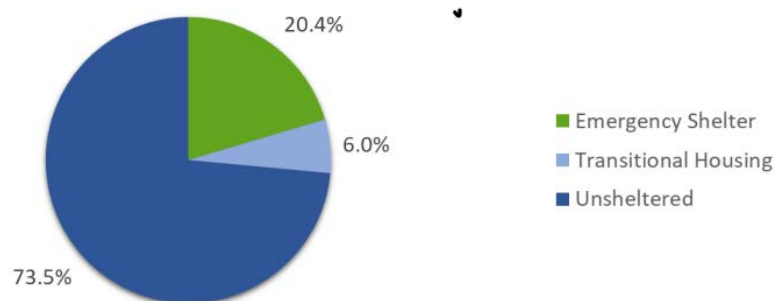
Date: February 16, 2022

Subject: *Agenda Item 4d*: Proposal Submission: Request for Proposal for County of Kern, County Administrative Office Safe Parking/Encampment- **Action Item**

The Kern County 2021 Point in Time Count Report was released on April 28, 2021 and identified 2,150 unduplicated individuals experiencing homelessness. In-person data and HMIS data was collected on January 27, 2021. Across the county, 26.5-percent of individuals experiencing homelessness (569 persons) had shelter, while 73.5-percent (1,581 persons) were unsheltered, sleeping in parks, empty buildings, cars and other places not meant for human habitation.

On November 9, 2021 the County of Kern Board of Supervisors held a public hearing to consider proposed Ordinance adding Chapter 8.30 to Title 8 of the Kern County Ordinance Code to specify the specific times and locations where it shall be unlawful for a person to camp or place personal effects in public areas. The ordinance included a contingency that shelter placement must be available in order to enforce the ordinance.

Sheltered VS. Unsheltered Homeless Countywide in 2021



In support of Kern County's efforts, the M Street Navigation Center will provide overnight and day services to individuals experiencing homelessness that wish to utilize a safe space on the property of the M Street Navigation Center but do not wish to utilize a shelter bed. Case management is not required for entry into the safe camping program. However, street outreach will engage and encourage participants to transition into the M Street Navigation Center. Proximity to the shelter will be seen as a win/goal from the County's expressed perspective. All participants will be given community resources, have access to three (3) meals daily, regular medical outreach, mental health services through mental health outreach programs, and have full access to bathrooms and washing stations. CAPK will increase on-site security with two additional security guards per shift provided through Allied Security, our current contracted provider, and via six additional Shelter Worker's to handle intakes, check-in, assignment of camping spaces, and regular interactions

with clients. The total proposed draft budget is \$965,000.00 for the program launch and first year of operations. Similar to the M Street Navigation Center, it's expected that successful operations would translate to extended funding as needed per the County.

RECOMMENDATION

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute the contract for services with the United Way of Stanislaus for Coordinated Entry System and allow for the execution for additional documents as needed.

Attachments:

Draft budget for fiscal year 2022-2023
Safe Camping/ Parking Draft Agreement
Encampment Draft Exhibit A

Grant or Program Name				COMMENTS
Division		TOTAL		
	Duration of Budget Period			
<u>REVENUE</u>				
4110	Federal Grant Revenue		-	
4120	State Grant Revenue			
4130	County/City Grant Revenue			
4210	Private Revenue			
4220	Contributions/Donations			
4230	Fund Raising			
4310	Interest Income			
4405	Program Income			
4410	Rental Income			
4415	Membership Fees			
4420	Shared Maintenance Fees			
4425	Parent Fees			
4430	Union Administrative Fees			
4435	Recycling Fees			
4440	Insurance Proceeds			
4445	Discounts, Refunds, Rebates			
4450	Misc Revenue			
4505	In-Kind Revenue: Volunteers			
4510	In-Kind Revenue: Transportation			
4515	In-Kind Revenue: Occupancy			
4520	In-Kind Revenue: Consultant Services			
4525	In-Kind Revenue: Supplies			
4530	In-Kind Revenue: State Dept of Education - CCTR			
4535	In-Kind Revenue: State Dept of Education - CSPP			
4540	In-Kind Revenue: State Dept of Education - CMIG			
4545	In-Kind Revenue: First 5			
4580	Donated Commodities/Food Revenue			
		-	-	
<u>SALARIES</u>				
5105	Salaries	269,474.01	269,474.01	
5110	Salaries - Substitutes	-	-	
5115	Salaries - Non-certified	-	-	
5120	Certificated Salaries - Supervisor/Administrator	-	-	
5125	Certificated Salaries - Teacher	-	-	
5130	Classified Salaries - Supervisor/Administrator	-	-	
5135	Classified Salaries - Instructional	-	-	
5140	Classified Salaries - Clerical/Technical	-	-	
5155	Salaries - Subsidy	-	-	
		269,474.01	269,474.01	
<u>BENEFITS</u>				
5205	FICA/FICA-MED Expense	67,369.00	67,369.00	7.65%
5210	State Unemployment Insurance Expense	-	-	2.00%
5215	Workman's Compensation	-	-	3.00%
5220	Health Insurance	-	-	
5225	Dental Insurance	-	-	
5230	Life Insurance	-	-	10.00%
5235	Long Term Disability Insurance	-	-	
5240	Retirement (Pension)	-	-	5.00%
5245	Benefits - Non-certified	-	-	
5255	Benefits - Subsidy	-	-	
		67,369.00	67,369.00	
		-	-	
<u>SPACE COSTS</u>				
6205	Rent/Lease	2,700.00	2,700.00	(\$225.00 monthly charge) Guard shack
6210	Repair/Maintenance/Incidental Alterations	-	-	

6215	Renovations	87,000.00	87,000.00	Reinforce fencing with privacy slats, electricity and conduit for guard shack
6220	Pre-Construction	-	-	
6225	Construction	-	-	
6230	Security/Alarm	400,000.00	400,000.00	Allied Security
6235	Utilities	-	-	(\$0.19/sf @150 sf/person)
6240	Property Taxes	-	-	
6245	Land Purchase	-	-	
6250	Building Purchase	-	-	
		<u>489,700.00</u>	<u>489,700.00</u>	

SUPPLIES

6305	Supplies	20,000.00	20,000.00	tents, sleeping bags, flashlights, two- way radios, hygiene supplies, etc (computer, laptop, monitor, headsets, webcam, phone, cables \$1,200 to \$2,500)
6310	Computer & Peripheral Supplies	2,500.00	2,500.00	
6315	IT Communication Supplies	-	-	
6320	Computer Software	-	-	
		<u>22,500.00</u>	<u>22,500.00</u>	

OTHER OPERATING COSTS

6605	Communication Services	5,500.00	5,500.00	cell phone
6610	Postage	-	-	
6615	Printing	-	-	
6620	Risk Insurance	-	-	
6625	Hiring Costs	2,500.00	2,500.00	(Roughly \$350.00 per person)
6630	Employee Costs	-	-	
6635	Board Costs	-	-	
6640	First Aid	-	-	
6645	Tuition and Registration Fees - Staff	-	-	
6650	Tuition and Registration Fees - Board	-	-	
6655	Tuition and Registration Fees - Parent	-	-	
6660	Equipment Rent/Lease	15,564.00	15,564.00	Portable restrooms(3), washing stations(3), dumpster (1) One time set up fee for portable restrooms and delivery/pick up charge for shack
6715	Licensing/Misc. Fees	450.00	450.00	
6790	Misc. Expense	<u>2,500.00</u>	<u>2,500.00</u>	
		26,514.00	26,514.00	

DIRECT PROGRAM COSTS

7155	Adult Meals	<u>1,600.00</u>	<u>1,600.00</u>	Breakfast, lunch, dinner
		1,600.00	1,600.00	

- -

INDIRECT

9900	Indirect Subsidy	-	-	
				10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
9999	Indirect Expense	<u>87,447.00</u>	<u>87,447.00</u>	
		87,447.00	87,447.00	

REVENUE LESS EXPENSES	(964,604.01)	(964,604.01)
MUST BE POSITIVE FIGURE		

As it relates to the Indirect Expense. see below for guidance from OMB.

\$200.68 Modified Total Direct Cost (MTDC).

MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

[79 FR 75880, Dec. 19, 2014]

COMMUNITY ACTION PARTNERSHIP OF KERN					
BUDGET FOR FY DATE 11/01/2021-12/01/2022 Community Development DIVISION Homeless Services					
PERSONNEL COSTS					
Employee Name	Position Title	FTE	Rate of Pay	Annual Salary	Notes
Laurie Hughey	Program Manager	0.25	37.09	\$ 19,286.75	
Jonathan Flores	Program Supervisor	0.25	29.26	\$ 15,215.25	
Keith Jackson	Operations Supervisor	0.25	29.26	\$ 15,215.25	
TBD	Shelter worker	6.00	16.98	\$ 211,908.00	
Total Before Merit/COLA Increase				\$ 261,625.25	
Add: Merit/COLA Increase at 3%				\$ 7,848.76	
Total Salaries				269,474	see C-9 "General Budget Template"
Benefits at 25%				67,369	see C-21 "General Budget Template"
TOTAL PERSONNEL COSTS				336,843	
Date Submitted:					

**AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF KERN
TO OPERATE A SAFE CAMPING AND PARKING PROGRAM**

On _____, THIS AGREEMENT was presented to the Board of Supervisors of the County of Kern, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1115 Truxtun Avenue, 5th Floor, Bakersfield, California, 93301 (“**County**”), and the Community Action Partnership of Kern, a California nonprofit corporation (“**CAPK**” or “**Contractor**”), detailing the terms and conditions provided below for Contractor to operate a safe camping and parking program.

RECITALS

- A. The County desires to retain a contractor to administer and operate a safe parking and camping program in the County of Kern, located at 2900 M Street, Bakersfield, CA 93301 (the “Program”).
- B. Contractor is qualified by experience, preparation, organization, staffing, and management to operate programs on behalf of homeless individuals and is familiar with existing homeless services in the County.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1) Scope of Services and Additional Provisions.

- a) The following attached Exhibits are incorporated herein by reference and constitute a part of this Agreement. No exhibit or attachment shall be modified without County’s prior written approval.

Exhibit A	Scope of Work
Exhibit A-1	Staffing Plan
Exhibit B	Equipment List
Exhibit C	Contractor Cost Proposal
Exhibit C-1	Statement of Program Cost
Exhibit C-2	Cost Guidelines
Exhibit C-3	Statement of Program Deliverables
Exhibit D	Safe Camping and Parking Policy and Procedure Handbook
Exhibit E	Pet Policy
Exhibit F	Elder Abuse Reporting Certification
Exhibit G	HIPAA Certification
Exhibit H	Audit Requirements

Contractor shall provide all , approvals, facilities, labor, staffing, training, equipment, building improvements, services, and items (collectively, the “**Services**”) appropriate and necessary to fully and adequately perform, and shall perform, the Scope of Work established for the Program as described in Exhibit A and incorporated in full. All Services shall be performed in accordance with the provisions of this Agreement and all applicable local, state, and federal laws, rules, and

regulations.

- 2) **Term of Agreement.** The Agreement will commence upon_____ (the “**Effective Date**”) and continue for three (3) years, unless terminated earlier in accordance with Section 17, or as otherwise provided in this Agreement. The term of this Agreement may be extended for a period of up to one (1) year by mutual agreement of the parties.
- 3) **Contractor General Obligations.**
 - a) **Performance Standards.**
 - i) Contractor warrants that Contractor and its agents, employees, and subcontractors performing Services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the Services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
 - ii) Contractor, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - b) **Equipment.**
 - i) **County Obligations.** County shall provide funding for Contractor’s purchase of such equipment as is deemed necessary by Contractor for the proper operation of the Premises consistent with community standards, as set forth in the Equipment List attached as Exhibit B (the “**Equipment**”). All Equipment shall be County property. Contractor shall keep and maintain the Equipment in good order and notify County should any Equipment require replacement or repairs. County will provide funding for any replacement or repairs of Equipment as is reasonably necessary and subject to the usual purchasing practices of County and County budget constraints. During the term of this Agreement, County grants Contractor a non-exclusive, non-transferable, terminable at-will license to use the Equipment solely for Contractor’s performance of the Services. Upon termination of this Agreement, the foregoing license will terminate and the County will retain sole rights to the Equipment. Contractor shall not, nor shall any subcontractor or any other person acting on behalf of Contractor, impose a lien on any Equipment, and Contractor shall ensure that its subcontractors are notified of County’s ownership of Equipment.
 - ii) **Contractor Obligations.** Contractor shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the Services, except as otherwise specified in this Agreement. All equipment provided by County for the use of Contractor shall be kept and maintained in good order and repaired and replaced as is reasonably necessary and subject to the usual purchasing practices of County and Contractor budget constraints. Contractor shall not use County property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement
 - c) **Contractor Access to Premises; Conduct of Contractor Personnel.** Contractor, its employees and agents may be granted access to the Premises, subject to compliance with County’s standard administrative and security requirements and policies, to perform the Services. Contractor shall have no tenancy, license, or any other property rights or interest in the Premises. All Contractor

personnel must carry and produce when requested a valid identification card. Contractor shall not in any way physically alter or improve the Premises without the prior written approval of the County. While at the Premises or any other County facility, Contractor personnel, its contractors, and subcontractors must (1) comply with County's requests, rules, policies and regulations regarding personal and professional conduct (including without limitation, the wearing of an identification badge and adhering to regulations and general safety practices or procedures) and (2) otherwise conduct themselves in a professional and businesslike manner. For the avoidance of doubt, all references to Contractor "personnel" in this Agreement shall include all workers, including but not limited to, employees, temporary personnel, and other individual persons engaged in the performance of this Agreement, whether engaged by Contractor or one of its agents or subcontractors.

- d) Develop and Implement Safe Camping and Parking Policy & Procedure Handbook. Prior to the delivery of Services, Contractor shall develop a Safe Camping and Parking Policy and Procedure Handbook (the "**Handbook**"). The County shall provide model policies and procedures and recommended shelter health and safety guidelines for Contractor's reference, and County shall approve the Handbook prior to the Effective Date. The Handbook shall include, but not be limited to, the operational policies and procedures further described in Exhibit D, attached hereto and incorporated herein.
- e) Mandatory Reporting. In the event of the occurrence of a critical incident that may create potential liability on the part of the County, including any threats or incidents of sexual assault, assault or other violence, theft, disaster occurrence, infectious disease, unsafe conditions or unlawful activity, or any incident that is required to be reported to any governmental agency, Contractor shall notify County immediately and in no case later than forty-eight (48) hours, and shall retain any video or documentary evidence of such incidents for County access and review.
- f) Damage to Premises. Contractor must immediately notify County of any and all damages. County shall repair, or cause to be repaired, at Contractor's own cost, any damage to the Premises, including without limitation, County's buildings, grounds, equipment, and furniture, caused by Contractor Personnel. All costs incurred by County, as reasonably determined by County, for any repairs will be repaid by Contractor upon demand, or without limitation of County's other rights and remedies provided by law or under the Agreement, upon written notice to Contractor, County may deduct such costs from any amounts due to Contractor from County under the Agreement.
- g) Cooperation with Third Parties. Contractor acknowledges that County's use of Services may require cooperation between or among Contractor's and County's third party service providers. If County has engaged a third party to provide any products or services that will interface with or otherwise relate to the Services provided by Contractor, Contractor shall, at no additional cost to County, cooperate with the service provider as if it were County and provide all information and assistance reasonably required by County and that service provider; provided that Contractor will not be required to provide its confidential information to another service provider.
- h) Communication. Contractor shall: (i) immediately notify County in writing of any development that may have a material impact on Contractor's ability to perform its obligations under the Agreement; (ii) disclose to County all known material risks associated with performance under the Agreement; (iii) ensure that all information provided to County is accurate, complete and not misleading; and (iv) respond promptly to questions and problems relating to performance under the Agreement and, at County's request, promptly correct any defective Services in accordance with the terms of the Agreement provided that the defective Services are not caused any inappropriate, improper, or unforeseen usage of the Services by the County unless such actions are taken at the

express direction of Contractor.

- i) Critical Services Not to be Abandoned. Contractor shall not Abandon certain critical services. For purposes of an Agreement, "Abandon" means Contractor's actual, willful non-performance of any material aspect of the services in breach of the Agreement which results in a material adverse effect on (i) critical aspects of the Premises's or County's internal operations, regulatory or other reporting requirements; or (ii) a service that is provided to or in support of County personnel. Abandonment will not be deemed to have occurred if non-performance is caused by circumstances outside of Contractor's control or if a service is properly terminated in accordance with Contractor's rights under the Agreement.
- j) Subcontracting. Contractor may not subcontract or otherwise delegate its obligations in whole or in part under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld. Notwithstanding County's consent to a subcontractor, (i) Contractor shall not be relieved of its obligations to County under the Agreement and shall remain responsible to County for all obligations and performance under the Agreement; (ii) no subcontract shall bind or purport to bind County; (iii) County's consent shall not be construed to constitute approval of the subcontractor but rather only authorization to proceed; (iv) Contractor shall ensure that its subcontractors comply with all applicable terms and conditions of the Agreement that relate to the Services provided by the subcontractor and all obligations of Contractor that a subcontractor is performing on Contractor's behalf and (v) failure of a subcontractor to comply with the requirements of the Agreement shall constitute a material breach of the Agreement by Contractor. All rights of County under this Agreement shall apply to Contractor's subcontractors that provide Services to the Premises on Contractor's behalf. Prior to requesting County's consent to a subcontractor, Contractor shall make each subcontractor aware of its obligations under this Agreement, have each subcontractor attest to its ability to perform its obligations under the subcontract and shall provide County with same upon request. Any violation of this Section shall constitute a material breach of the Agreement.
- k) Employment Taxes and Benefits. Contractor will pay all necessary employment taxes required by law relating to its personnel. Contractor shall report employees' income and withhold all required taxes from such income, as may be required by law. Employees of Contractor will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by County pertaining to any bonus, stock option, profit sharing, insurance, or similar benefits for County employees. In addition, Contractor agrees that it will provide for workers' compensation, unemployment, and all other coverage required under applicable local, state, or federal law.
- l) Contractor Personnel; Approval. All Contractor personnel shall be experienced and qualified to perform the Services assigned to them. Contractor personnel shall maintain complete and accurate time sheets regarding Services performed and hours worked. County shall have the right to disapprove of any Contractor personnel assigned to perform Services. Should County be reasonably dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor personnel, County may request the replacement of that personnel. The replacement request shall be in writing and upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within thirty (30) days. In the event Contractor should ever need to remove any Contractor personnel from performing Services, Contractor shall provide County with adequate notice, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such transitioning to replacement personnel shall be at no additional cost to County. In the event

that, as a result of the actions or inaction of Contractor personnel, additional work is required to perform this Agreement, Contractor shall perform all such work at no additional charge to County. In addition, Contractor represents and warrants that it will, to the maximum extent possible, take all reasonably necessary steps to assure continuity over time of the Contractor personnel.

- m) Contractor Personnel Injuries. Contractor shall be solely responsible for any injuries sustained by Contractor personnel in the course of providing Services to County at the Premises or otherwise, except to the extent that such injury was caused by the intentional misconduct or negligence of County.

4) **Contingency of Funds.**

- a) Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by federal, state, local government or nonprofit organization funds to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.
- b) If funding levels are significantly affected by Federal, state or local budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Agreement, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Agreement or other obligation for future payment of money in excess of appropriations authorized by law.
- c) Fiscal Appropriations. This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the County of Kern Board of Supervisors for each fiscal year during the term of the Agreement. If such appropriations are not approved, the Agreement will be terminated without penalty to the County.

- 5) **Service Delivery Monitoring**. The County Administrative Officer or his or her designee shall have the right to access all activities and facilities operated by Contractor under this Agreement. For the purposes of this section, (i) the term “facilities” includes all files, records, and other documents related to the performance of this Agreement; and (ii) the term “activities” includes attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Contractor shall permit on-site inspection of the Premises by County and ensure that Contractor’s employees and board members furnish such information, as in the judgment of the County may be relevant to the question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the Services.

6) **Financial Duties of Contractor.**

- a) Reports and Financial Statements. Contractor shall prepare financial statements and reports in a form acceptable to County pertaining to operations of the Premises, on a monthly basis for the first six (6) months of the Agreement, and on a quarterly and annual basis thereafter. Contractor shall prepare such other reports, statements, and other data as reasonably requested by the members from time to time.

- b) Submission of Statements. Contractor shall submit promptly to County all invoices and other charges incurred by Contractor in connection with the Services rendered hereunder which are entitled to reimbursement in accordance with this Agreement.
- c) Prepare Budgets. Contractor shall prepare and submit annual budgets to County no later than May 1. In the event no budget is submitted, Contractor shall operate the Premises on the same basis as the previous year's budget. The proposed budget shall be subject to approval by County.

7) **Compensation to Contractor.**

- a) County shall reimburse Contractor for costs incurred in the provision of Services in accordance with Exhibit A up to the maximum amount set forth in the Contractor Cost Proposal, attached as Exhibit C, and made a part hereof. Funds provided to the Contractor may be from one or more of the funding sources; however, County may vary the allocated amount of each funding source within a project unit, by formal amendment, duly executed by the parties. All expenses must be necessary and reasonable for the proper and efficient administration of Contractor's Services.
 - i) Payment terms are net thirty (30) days from the date the County receives an acceptable Claim for Payment from the Contractor.
- b) Availability of funding.
 - i) The funding in this Agreement is intended to reimburse Contractor for the actual cost of providing the services listed in Exhibit A.
 - ii) Maximum contract funding shown in Exhibit C absolutely limits County's liability to Contractor for services provided under this Agreement, in total for the Agreement as a whole and individually for each funding source.
 - iii) No funding other than from sources listed in Exhibit C is available for reimbursement of costs associated with this Agreement.
- c) Interim payments.
 - i) Maximum monthly payment shall not exceed the program's unreimbursed year-to-date pro-rated funding for each individual funding source listed on Exhibit C.
 - ii) Requirements for interim payments:
 - (1) Each project cost specified in Exhibit C has been assigned its own budget ("Project Unit").
 - (2) It is Contractor's responsibility to properly enter all reimbursable expenses and services given into the appropriate Project Units.
 - (3) Contractor is expected to submit separate cost statements for each project cost identified in Exhibit C.
 - (4) Submission of Cost Statement.
 - (a) County will verify Contractor's cost statements from time to time through its monitoring process. Contractor will be notified of any necessary adjustments in writing. Should Contractor disagree with adjustments, the Contractor may use the provisions of Section 18 of this Agreement.
 - (b) Paid costs that are inappropriately charged to the County are immediately payable to County. The Department may opt to withhold inappropriately charged costs from subsequent claims.

(5) Submission of a Claim for Payment.

- (a) Contractor must submit a claim for payment with separate claim lines for each project cost as applicable.
- (b) A separate cost statement for each project cost under this Agreement must be included with the claim for payment.
- (c) All expenses being claimed for payment must be necessary and reasonable for the proper and efficient administration of Contractor's Services in order to be considered for County's reimbursement to Contractor. Claims shall be made on a monthly basis for the first six (6) months of the Agreement, and on a quarterly basis thereafter, as further described in Section 6(a).
- (d) A draft Statement of Program Cost is attached hereto as Exhibit C-1 and depicts County's preferred cost statement format. Contractor's actual cost statement format may vary from Exhibit C-1 with explicit written approval from County. Contractor must submit a pro forma cost statement format for County's approval prior to using such format for interim claiming purposes.

d) Amending the contract funding.

- i) Any change in funding terms between the parties shall require a mutually agreed upon written Amendment to the Agreement.
- ii) County reserves the right to reduce the contract funding during the term of this Agreement based on any of the following elements:
 - (1) Projected underspending of funding based on claims and anticipated costs to date;
 - (2) Contractor not meeting the outcome measurements identified in the contract;
 - (3) Contractor not providing the number of services negotiated between the parties and/or;
 - (4) The County identifying indicators of reduced or unsatisfactory performance.
- e) No funds paid to Contractor through this Agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 United States Code (USC) Section 201, et seq., or applicable state law. Payments to Contractor shall be made only upon County's receipt of a Statement of Program Cost form (see Exhibit C-1). Such claim shall be submitted to the County within twenty-five (25) calendar days following the end of the month in which services are provided. Contractor's claims for payment submitted beyond the twenty-five (25) day period may be accepted at County's sole discretion. However, such claims must be filed no later than four (4) months following the month that services are rendered.
- f) Contractor shall be liable for and accountable to County for any and all program funds improperly expended under this Agreement by Contractor or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative was acting within the scope of his or her employment. County will notify Contractor in writing of any findings supporting a determination of such improper expenditure and shall conduct a conference with Contractor about such findings. Contractor shall reimburse County the amount of any such improper expenditure upon demand but such demand shall be subject to Section 18, contained herein. If such amounts are unsuccessfully disputed, the Prime Interest Rate as published in the Wall Street Journal will accrue from the first business day of repayment demand.
- g) No payment shall be made to Contractor if Contractor has any federal, state or County liens

outstanding. Should the County discover a record of an outstanding lien, the County shall immediately notify the Contractor about the lien record, immediately investigate the circumstances, and determine a course of action within thirty (30) days of discovery. The County may consider a repayment arrangement between Contractor and the lien-maker as reasonably satisfying this Agreement stipulation. Contractor shall provide to County, within fifteen (15) days of request, a copy of the repayment arrangement document(s), the name of the contact person with the lien-maker agency that can verify the repayment arrangement, and a written statement explaining what resources Contractor is using to accomplish the repayment.

- h) County will periodically evaluate Contractor's program(s) costs for the purpose of assessing the reasonableness of the County's payments for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare necessary reports and other material to adequately explain Contractor's use of funds as specified in Exhibit C of this Agreement. County may prescribe specific report formats and data content as deemed necessary at the sole discretion of County.
 - i) It is the intent of the County not to make payments that exceed actual costs. Actual costs are those reasonable costs that provide a direct or indirect benefit to the Premises as contemplated under this Agreement and which can be verified by original supporting documentation. In all instances, the cost guidelines set forth in Exhibit C-2, attached hereto and made a part hereof, shall apply. When payments are found to be in excess of cost, adjustments to subsequent payments shall be made such that estimated total payments for the Agreement term do not exceed estimated total costs or the maximum sum set forth in Exhibit C, whichever is lower.
- 8) **Limitations.** Notwithstanding anything to the contrary, Contractor shall not undertake any of the following actions without the County's prior approval.
- a) Operate the Premises in a manner that is inconsistent with the policies, procedures, and directives communicated to Contractor by this Agreement;
 - b) Cause the County to enter into a transaction with a person or entity if Contractor or an affiliate of Contractor has a material financial interest in the person or entity, unless the transaction has been specifically approved by the County in accordance with this Agreement after disclosure of the conflict of interest by Contractor;
 - c) Any action that is reasonably likely to have an adverse effect on the operations of the Premises;
 - d) Incur indebtedness, including without limitation to a credit facility, on behalf of County other than as contemplated in the budget or outside the ordinary course of business;
 - e) Grant or permit any lien, security interest, mortgage or other lien (other than liens imposed by law) on any asset of County;
 - f) Operate the Premises outside an approved budget other than as contemplated in Exhibit C, attached;
 - g) Make any single unbudgeted capital or operational expenditure in excess of three thousand dollars (\$3,000) or aggregate expenditures in excess of One Million Seventy Three Thousand Six Hundred and Sixty Eight Dollars and Nine Cent (\$1,073,668.09) within a fiscal year;
 - h) Additionally, the Contractor shall use its reasonable efforts to avoid incurring non-budgeted expenses on behalf of the County or the Premises, including without limitation, personnel expense. Any expenses in excess of the budgeted amount, other than as contemplated in this Section 8(h),

shall be subject to the approval of the County;

- i) Enter into any contract or series of contracts on behalf of County which (i) are outside of the ordinary course of its business, (ii) require payments in excess of budget as described in subsection (h) above, or (iii) impose restrictive covenants on County or Premises such as a noncompetition provision; and
 - j) Take any other action that is outside the ordinary course of business of operating the Premises.
- 9) **Independent Contractor.** Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the County. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement, however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.
- 10) **Insurance.** Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:
- a) **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance naming the County, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the County, its officers, employees, agents, volunteers and representatives as additional insured(s), (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the County, and (c) contain standard separation of insureds provisions.
 - b) **Business Automobile Liability Insurance.** Contractor shall maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c) **Workers' Compensation Insurance.** In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for workers' compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance wide limits not less than \$1,000,000 per accident.
 - d) **Professional Liability Insurance.** If Contractor is or employs a licensed professional such as all architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
 - e) The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

- i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii) Certificates of insurance shall be furnished to the County upon execution of this Agreement and shall be approved by the County.
 - iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
 - iv) Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
 - v) Contractor shall supply County with a fully executed additional insured endorsement.
 - f) If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the County with required proof that insurance has been procured and is in force and paid for, the County shall have the right, at the County's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the County for any work performed prior to approval of insurance by the County.
- 11) **Indemnification.** Contractor agrees to and shall indemnify, defend, and hold harmless the County, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in Exhibit A of this Agreement, and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the County, including fees and costs for special counsel to be selected by the County, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.
- 12) **Records.** Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the County for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the County to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings,

and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

- 13) **Confidentiality**. If Contractor receives from the County information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. “**Confidential Information**” shall include all nonpublic information. Confidential Information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential Information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source, (c) is in rightful possession of the Contractor an obligation of confidentiality, (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the County.
- 14) **Notice**. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To County:

County Administrative Office
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301
Attn: Amanda Ruiz, Senior Fiscal and Policy Analyst

With courtesy copies to:

Margo Raison, County Counsel
1115 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301

To Contractor:

Community Action Partnership of Kern

Bakersfield, CA 93309
Attn: Jeremy Tobias, Executive Director

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

- 15) **Exclusive Agreement and Amendment.** This Agreement represents the complete and exclusive statement between the County and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument authorized by the County and signed by authorized representatives of the County and Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the County. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Notwithstanding the above, both County and Contractor expressly reserve the right to contract with other entities for the same or similar services.
- 16) **Assignment and Subcontracting.** Contractor may not assign, transfer, delegate, or subcontract any interest or obligation herein without the prior written consent of the County and any such assignment, transfer, delegation or subcontract without the County's prior written consent shall be considered null and void. None of the services covered by this Agreement shall be subcontracted without the prior written approval of County. Notwithstanding any such subcontract, Contractor shall continue to be liable for the performance of all requirements of this Agreement. Nothing in this Agreement shall be construed to limit the County's ability to have any of the services which are the subject to this Agreement performed by County personnel or by other contractors or consultants retained by County.
- 17) **Termination.**
- a) **Termination by County.**
- i) During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the Contractor at least thirty (30) days' prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- ii) The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "**Good cause**" includes the failure of Contractor to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to Contractor, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the Contractor under this Agreement.
- iii) The County's payments to Contractor under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and

continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to Contractor and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

- b) Termination by Contractor. Contractor may terminate this Agreement in whole, with or without cause, upon six (6) months' prior written notice to County. In the event of termination of this Agreement for any reason, County shall have no further obligation to pay for any Services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for Services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

18) **Dispute and Issue Resolution.** Contractor shall continue to perform under this Agreement during any dispute.

- a) Should a dispute occur concerning Contractor's performance or Contractor's interpretation of specific terms of this Agreement, including, but not limited to, the validity of overpayment demands and proposed budget modifications, Contractor shall notify County of this issue within sixty (60) days of its occurrence. Such notification shall include specific identification of the issue(s) under dispute, Contractor's factual basis for the issue, Contractor's proposed solutions, and the documentary support for the solutions.
- b) County shall have fifteen (15) business days from receipt of the notification to render a decision on the dispute. County may convene a conference with Contractor as part of the decision-making process. County and Contractor may agree to extend the time period for a decision by the execution of a written memorandum, signed by the parties, specifying the new time period. The decision made by the County shall be in writing and shall contain sufficient factual data and documentary evidence to reasonably explain the decision.
- c) If Contractor disputes the decision made by County, Contractor may request that the County Administrative Officer (the "CAO"), or the CAO's designee, review the decision. Such request shall be in writing and received by CAO, or his or her designee, within five (5) business days of the date of the County's decision. Such request shall include identification of the items under dispute, Contractor's proposed solutions in summary form, the date of the County's decision, and any additional information Contractor deems necessary in support of its position. The CAO, or his or her designee, shall have fifteen (15) business days from the date of receipt of the Contractor's request to render a final administrative decision. The CAO, or his or her designee, may convene a conference between County and Contractor as a part of the decision-making process. The decision of the CAO, or his or her designee, shall be the final administrative decision. Nothing in this Agreement prevents Contractor from seeking judicial review of such a final administrative decision.
- d) Pending conclusion of any dispute, County's interpretation of the Agreement will govern operation hereunder, and Contractor shall proceed diligently with the performance of the agreement, except that Contractor may terminate this Agreement in the manner set forth herein.

19) **Nondiscrimination.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, either in Contractor's employment practices or in the furnishing services to residents or program participants. Contractor shall ensure that

the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Contractor and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of Services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

- 20) **Compliance with Terms of State or Federal Grants.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, Contractor will comply with all the provisions of said contract, to the extent applicable to Contractor as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to Contractor, at no cost to Contractor.
- 21) **Professional Licenses.** Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Kern and all other governmental agencies. Contractor shall notify the County immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.
- 22) **Miscellaneous Provisions.**
- a) **Conflict of Interest.** Contractor represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the Services required to be rendered under this Agreement.
 - b) **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the Contractor.
 - c) **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
 - d) **Authority.** Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify County fully, including reasonable costs and attorney's fees, for any injuries or damages to County in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
 - e) **Integration.** This Agreement, including the exhibits and attachments, represents the entire Agreement between the County and Contractor with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and Contractor as of the Effective Date of this Agreement.
 - f) **Contractor.** The term "**Contractor**" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
 - g) **Successors and Assigns.** This Agreement and the rights, privileges, duties, and obligations of the County and Contractor under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and

heirs.

- h) Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- i) Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- j) Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- k) Governing Law and Venue. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Kern County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- l) Construction of Agreement. The County and Contractor agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- m) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- n) Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

County of Kern

Community Action Partnership of Kern

By: _____
Chairman of
the Board of Supervisors

By: _____
Jeremy Tobias, Executive Director

Dated: _____

Dated: _____

APPROVED AS TO LEGAL FORM
KERN COUNTY COUNSEL

By: _____

Dated: _____



MEMORANDUM

To: Budget and Finance Committee

From:  James Burger, Outreach and Advocacy Coordinator

Date: February 16, 2022

Subject: *Agenda Item 4e*: Marketing Consultant Services Contract – **Action Item**

The Executive Division is requesting the Budget and Finance Committee approve the award of the attached Marketing Consultant Services contract with Hey Salty Marketing.

An RFP for Marketing Consultant Services was issued in 2021 and closed in December. Four proposals were received and ranked by the Executive Division review team. The top two responding applicant organizations were interviewed further. Hey Salty Marketing was determined to be the most responsive to the Request for Proposal and most compatible with the needs of the Executive Division Outreach and Advocacy Team.

The Executive Division has, in the past three years, enhanced the public and internal knowledge of CAPK and its programs through additional photography and videography, online communications, community advocacy, events and other project work. Additional capacity is needed to take this growth to the next level while also meeting the day-to-day needs of the growing number of CAPK programs. At the current time there are market challenges to hiring highly qualified communications professionals in an expedient manner. Hey Salty Marketing will be able to immediately impact CAPK's outreach work in a positive manner. Under this contract, Hey Salty will provide graphic design, video production, marketing campaign, brand and communications enhancement and other assistance for both internal and external promotional efforts.

This contract aligns with Strategic Plan Goals and Activities 3.1.3 and 4.3.1 by allowing us to enhance our marketing and communication with our staff, clients, partners and supporters in the communities we serve.

Services under this contract will be provided by Hey Salty between March 1, 2022 and February 29, 2024. This service agreement can be extended for one additional year, to February 28, 2025, with the mutual agreement of both parties. Services will be compensated through a monthly retainer of \$6,500 – for a total annual, not-to-exceed cost of \$78,000. In addition, Hey Salty Marketing has agreed to roll over any unused portion of the monthly retainer to future months to provide capacity for additional service provision. These costs have been added to our agencies' 2022-2023 Draft budget as approved by the CAPK Governing Board last month. The Executive Division anticipates using this agreement to meet additional CAPK program needs that might develop through grant awards which contain dedicated marketing dollars.

Recommendation:

Staff recommends the Budget and Finance Committee approve the award of the Marketing Consultant Services contract to Hey Salty Marketing for marketing and communications services.

Attachment:

Hey Salty Marketing Contract



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 8th day of February 2022 by and between Hey Salty, Inc (“Vendor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

- a. **SCOPE.** Vendor shall provide CAPK with the services identified in **the link below** (the “Services”) which is incorporated herein by reference as if set forth fully herein. The specific details including the scope of the Services, timing and location of performance shall be as set forth in **the link below**.

<https://www.capk.org/wp-content/uploads/2022/02/RFP-EXE-2021-002-hey-salty-inc.pdf>

- b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.
- c. **VENDOR PROJECT MANAGEMENT.** Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **the link below**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor’s effective representation of CAPK’s interests in performing the Services.
- d. **CHANGES IN WORK.** During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor’s fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **the link below** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.
- e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

- a. This agreement shall be effective, and all Services shall be provided for that period of time from March 1, 2022 through February 28, 2024 (“Term”).

3. OPTION TO RENEW.

- a. This Agreement may be renewed one (1) time for a one (1) year period upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of the work and reasonableness of fees for service.

4. TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor

will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.

- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

5. PAYMENT FOR SERVICES.

- b. **INVOICES.** A retainer fee of \$6,250.00 will be paid monthly. Services shall be billed according to the link above. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in the link above.

Vendor shall mail all invoices, with required detail, to:

Community Action Partnership of Kern,
Attn: Accounts Payable,
5005 Business Park North,
Bakersfield, CA 93309.

- c. **PAYMENT OF INVOICES/DISPUTES.** CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.
- d. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed \$150,000.

6. RELATIONSHIP OF PARTIES.

- e. **INDEPENDENT CONTRACTOR.** The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint-venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.
- f. **TAXES.** Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.
- g. **WAIVER OF EMPLOYMENT RIGHTS.** Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.
- h. **VENDOR'S CONTROL.** Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.
- i. **NO EXCLUSIVITY.** No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

7. REPRESENTATIONS OF THE PARTIES

a. VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:

- i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.
- ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.

- iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.
- iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:
 - 1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person;
 - 2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - 3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.
- vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.
- vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.

b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:

- i. The Services consist of work that is outside the usual course of CAPK's business.
- ii. CAPK does not possess the skills or expertise to provide the Services.
- iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.

8. INSURANCE. Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.

a. COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:

- i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
- ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.

b. AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

- i. Provide coverage for owned, non-owned and hired autos.
- ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

c. WORKERS' COMPENSATION INSURANCE. Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

d. REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES. All policies required of Vendor in this Agreement:

- i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
- ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated

volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

- iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.
- iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.
- v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

9. RESTRICTIVE COVENANTS.

- a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

- b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:

- i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
- ii. develops any of the foregoing which constitute Vendor's Intellectual Property,

Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.

- c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.

d. DEFINITIONS:

- i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in

writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

- ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.
- iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

10. RELEASE OF PAPERS AND PROPERTY. Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

11. NOTICES. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:

Hey Salty, Inc.

ATTN: Justin Salters

1522 18th Street, Suite 220

Bakersfield, CA 93301

Phone: (661)279-0819

CAPK:

Community Action Partnership of Kern

ATTN: Pritika Ram

5005 Business Park North

Bakersfield, CA 93309

Phone: (661) 336-5236

12. INDEMNIFICATION. Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to

both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

13. INCORPORATION OF ADDENDUMS BY REFERENCE. Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:

- a. Addendum A: Federal Assurances;
- b. Addendum B: Certification Regarding Lobbying;
- c. Addendum C: Debarment and Suspension Certification;
- d. Addendum D: Noncollusion Affidavit;
- e. Addendum E: Equal Opportunity;
- f. Addendum F: Utilization of Women & Minority Business Enterprises;
- g. Addendum G: Equal Opportunity for Special Disabled Veterans;
- h. Addendum H: Certification of Workmen's Compensation;
- i. Addendum I: Insurance Requirements;
- j. Addendum J: Prevailing Wage Compliance Certification (if required);
- k. Addendum K: Material and Workmanship Warranty (if required).

14. MISCELLANEOUS PROVISIONS.

- a. **CONFLICT OF INTEREST.** The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.
- b. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
- c. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
- d. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.
- e. **WAIVER.** The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.
- f. **ASSIGNMENT.** Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.
- g. **FURTHER ASSURANCES.** The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.
- h. **SEVERABILITY.** All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.
- i. **ATTORNEY'S FEES.** In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
- j. **CONSTRUCTION.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.

- k. **AUTHORITY.** The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.
- l. **COUNTERPARTS.** This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: HEY SALTY, INC.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ADDENDUM "A"

FEDERAL ASSURANCES

The Vendor:

- A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.
- C. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.
- D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)
- F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).
- G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.
- K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.
- N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the

approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State Clean Air implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Vendor

Date

ADDENDUM "C"

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

VENDOR, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Signature of Vendor

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, _____
Name of Vendor

deposes and says that he or she is _____ of _____
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

X

Signature of Vendor

Date

X

Address

ADDENDUM "E"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

- A.** If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B.** During performing this Agreement, the Vendor agrees as follows:
- 1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 2.** The Vendor 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, 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 compensation, and (viii) selection for training, including apprenticeship.
 - 3.** The Vendor 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 Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 5.** The Vendor 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 Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 6.** The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - 7.** The Vendor 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. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - 8.** The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 - 9.** If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor 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 Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - 10.** The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) 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 items and conditions will be binding upon each subcontractor or vendor.
 - 11.** The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- B. The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Signature of Vendor

Date

ADDENDUM "G"

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or

applicant for employment is qualified. The Vendor 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 upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Vendor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

- (i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

Signature of Vendor

Date

ADDENDUM "H"

VENDOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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 those provisions before commencing the performance of the work of this Agreement.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

ADDENDUM "I"

INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

1. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide coverage for owned, non-owned and hired autos.
 - b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide Contractual Liability coverage for the terms of this Agreement.
 - b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by the City of Bakersfield in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work. The Secretary of Labor (SOL) determines the Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK"), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

ADDENDUM "L"
ADDITIONAL TERMS AND CONDITIONS

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate this Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
6. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
11. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in this agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal Agency.

Also, no relative of an employee of CAPK may enter into or bid on a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from

a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."



MEMORANDUM

To: Budget and Finance Committee

From: Emilio G. Wagner, Director of Operations

Date: February 16, 2022

Subject: *Agenda Item 4f*: Amendment to Architectural Service Contract – Emilio Wagner, Director of Operations – **Action Item**

Background:

Ordiz Melby was retained for architectural services for the design and development of expanding four Head Start facilities in Bakersfield, Martha J Morgan, Harvey L. Hall, Pete H. Parra, and Sterling. During design development, the original scope was modified to add an additional building at Sterling along with additional engineering related to parking lots, street encroachments, and street improvements that were not a part of the original scope.

Current Events:

Ordiz Melby retained the services of engineering consultants to address the street improvements at Harvey L. Hall and Martha J. Morgan. In addition, expanded the scope of services to their third-party consultants to add and design systems for the second 2,860 square foot building at Sterling Road. The original contract price was \$279,000. After negotiation and consulting with our Construction Manager, Colombo Construction, the increase was reduced from \$371,000 to \$129,454, for a new total contract amount of \$408,454.

Recommendation:

Staff recommends amending the contract with Ordiz Melby for architectural services and giving authority to the Chief Executive Officer to execute the contract amendment for services.

Attachment:

Amendment to Contract for Services



AMENDMENT I TO CONTRACT FOR SERVICES AGREEMENT

This is Amendment I to the Contract for Services Agreement ("Agreement") dated January 1, 2020, by and between Ordiz-Melby, Inc., An Architectural Corporation ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment I will be January 1, 2022.

Section 3 of the original Agreement is revised to read as follows:

Services shall be billed monthly at the increased service rate shown in **Attachment A** and not to exceed the total amount of \$408,454.00. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **Attachment A**. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Section 5 of the original Agreement is revised to read as follows:

This agreement has been extended through June 30th, 2022.

Both parties wish to extend and continue said agreement: it is agreed that said agreement is now expiring on June 30th, 2022.

All other terms of the original Agreement remain binding except where they contradict Amendment I, which shall prevail.

VENDOR: ORDIZ-MELBY, INC., AN ARCHITECTURAL CORPORATION

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Jeremy T. Tobias, Chief Executive Officer

Revised Architectural Fee Calculation
 Additions to Child Development Centers
 Community Action Partnership of Kern
 11/11/2021

Original RFP Construction Budget + 10%	\$ 3,961,000.00		
Original Architectural Fee	\$ 279,000.00		
Additional Scope	\$ 1,300,000.00		
New Construction Costs	\$ 5,261,000.00		
Proposed New Architectural Fee	\$ 368,270.00		
Additional Consultants (Excluded Scope in proposal)	\$ 401,840.00		
	\$ 408,454.00		
Proposed Total Architectural Fee	\$ 408,454.00		
Breakdown			
Construction Documents (Phase 1)	\$ 285,917.80		70.00%
Construction Administration (Phase 2)	\$ 122,536.20		30.00%
Consultant Extra Service Fees			
Stine Road		\$ 5,500.00	
Stine Road Street Dedication Afinar	\$ 5,500.00		
Baskin	\$ 7,060.00	\$ 7,060.00	
JMPE	\$ 3,600.00	\$ 3,600.00	
Sterling Road		\$ 6,380.00	
Baskin	\$ 6,380.00	\$ 3,250.00	
JMPE	\$ 3,250.00	\$ 3,250.00	
Feliz Drive		\$ 10,395.00	
Baskin	\$ 10,395.00	\$ 3,600.00	
JMPE	\$ 3,600.00	\$ 3,600.00	
River Boulevard		\$ 5,870.00	
Baskin	\$ 5,870.00	\$ 3,200.00	
JMPE	\$ 3,200.00	\$ 48,855.00	
	\$ 29,705.00	\$ 3,200.00	
	\$ 43,355.00		
	\$ 8,671.00	20% Mech/Elec Site Design (in original scope)	
	\$ 34,684.00	80% Mech/Elec Building Design (20% Site Design)	
Additional Fee from Consultants			
	\$ 23,764.00	\$ 10,920.00	
	\$ 5,500.00	\$ 34,684.00	
		\$ 5,500.00	Stine Road Street Dedication
		\$ 401,840.00	total Additional Fee from Consultants



MEMORANDUM

To: Budget & Finance Committee
Tracy Webster
From: Tracy Webster, Chief Financial Officer
Date: February 16, 2022
Subject: *Agenda Item 4g: Annual Budget for Fiscal Year 2022/2023 - Action Item*

The annual budget for the 2022/2023 fiscal year is presented using the following functional categories:

1. Program Services
 - Education
 - Nutrition
 - Energy Conservation
 - Community Services
 - CSBG
2. Support Services
 - Discretionary & Fund Raising
3. COVID-19 Response
4. Indirect

The annual operating budget (program services and support services) of \$83,407,077 was developed using individual grant or program budgets prepared by program staff that were combined into the above functional categories. Funds related to COVID-19 Response accounts for \$3,177,032 of the total budget. The annual budget for FY 2022/2023 is 5.5% less than the prior year. Attached is the FY 2022/2023 annual budget with category support schedules.

The Indirect budget of \$7,166,158 for the five support divisions: Executive, Human Resources, Finance, Operations, and Program Administration is 4.8% greater than the prior year. The Indirect Budget reflects projected costs for a grant writing consultant in the amount of \$150,000 and a marketing consultant in the amount of \$78,000 as well as the addition of one additional staff in Finance to support the implementation and maintenance of position control. Fiscal Year 2022/2023 will be the seventh year using the 10% indirect cost rate. 72.8% of the Indirect budget is for personnel costs and 27.2% is for operating costs. Attached is a comparison of the Indirect budget for five years.

Recommendation:

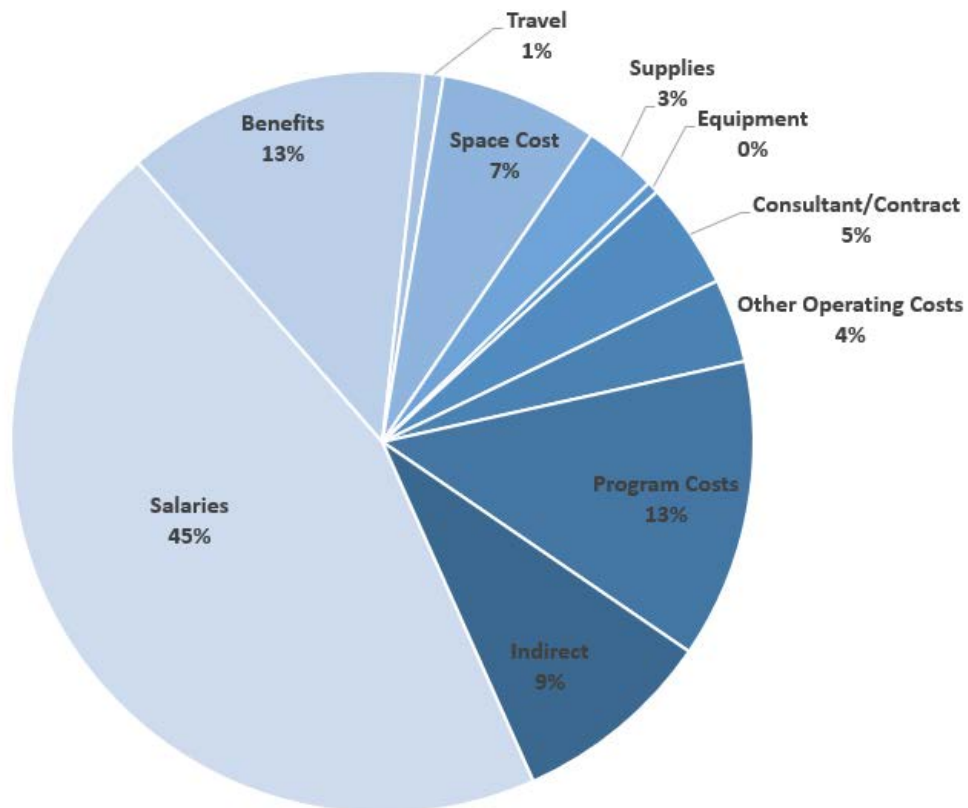
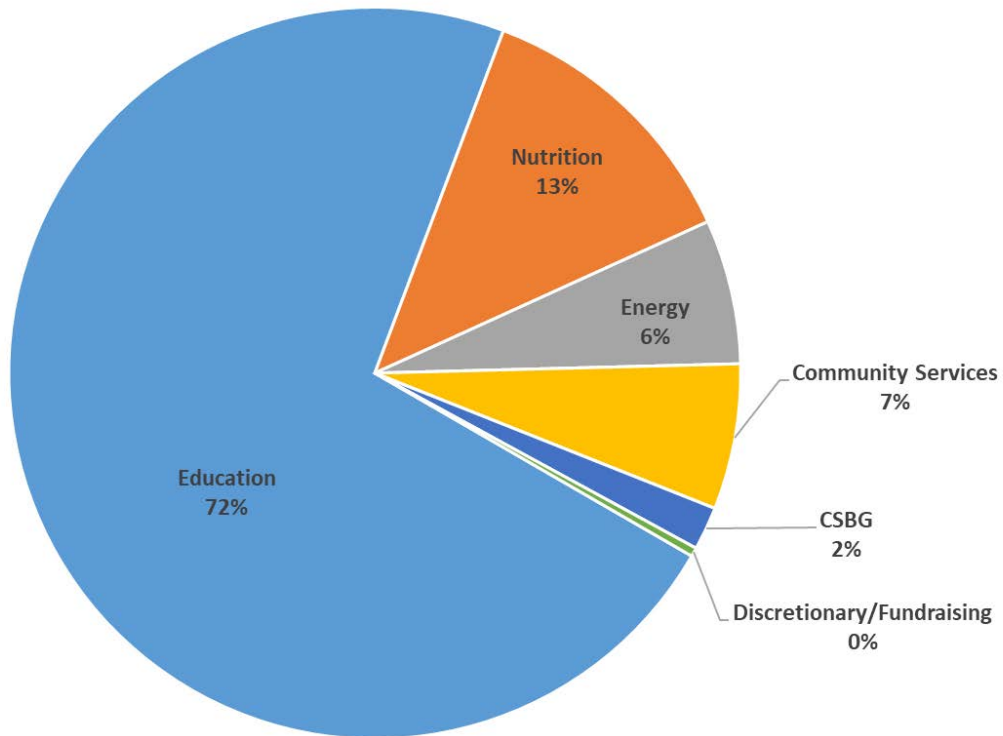
Staff recommends that the Budget & Finance Committee approve the annual budget for FY 2022-23.

Attachments:

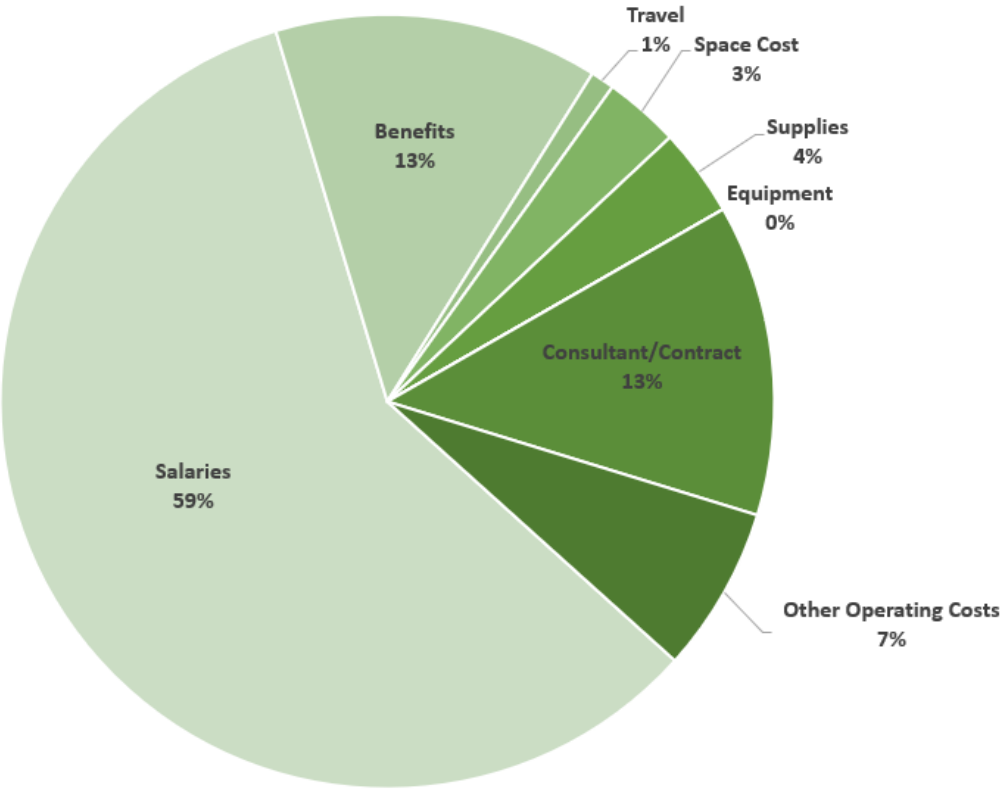
Annual Budget for FY 2022/23

Indirect Budget Comparison for Five Years

AGENCY BUDGET



INDIRECT BUDGET BREAKDOWN



**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23**

	Program Services					Support Services			Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	COVID Response	TOTAL	
Revenue									
Government Revenue	\$ 58,709,643	\$ 8,681,985	\$ 5,428,324	\$ 4,497,598	\$ 1,530,496	\$ -	\$ 3,177,032	\$ 82,025,078	\$ -
Head Start Subsidy for CACFP	(870,245)	870,245	-	-	-	-	-	-	-
Private Revenue	-	50,000	-	644,392	-	11,520	-	705,912	-
Other Revenue	1,602	244,247	-	-	-	1,205	-	247,054	7,327,503
Donations	-	130,000	-	-	-	10,000	-	140,000	-
Total Revenue	\$ 57,841,000	\$ 9,976,477	\$ 5,428,324	\$ 5,141,990	\$ 1,530,496	\$ 22,725	\$ 3,177,032	\$ 83,118,044	\$ 7,327,503
Expenditures									
Salaries	27,451,264	4,210,991	1,556,228	2,256,047	890,550	123,600	1,239,188	37,727,868	4,017,002
Benefits	8,315,926	1,260,035	375,740	580,634	238,729	25,956	212,804	11,009,824	927,480
Travel	492,583	91,246	57,019	22,313	15,740	22,100	26,473	727,474	67,900
Space Cost	3,555,378	729,967	206,621	677,601	161,300	5,700	89,133	5,425,700	184,200
Supplies	2,144,635	211,553	76,794	163,124	24,699	14,750	55,869	2,691,424	252,500
Equipment	100,000	324,960	-	-	-	-	-	424,960	-
Consultant/Contract	1,369,385	563,961	1,399,499	412,936	2,750	35,000	74,433	3,857,964	891,000 A
Other Operating Costs	1,130,700	378,585	611,231	396,781	51,480	56,310	416,750	3,041,837	474,125
Program Costs	7,769,839	1,436,167	651,718	183,271	3,000	-	827,088	10,871,083	-
Depreciation	297,840	3,600	-	-	-	-	-	301,440	31,500
Indirect	5,213,450	765,412	493,474	449,283	142,248	28,342	235,294	7,327,503	-
Total Expenditures	\$ 57,841,000	\$ 9,976,477	\$ 5,428,324	\$ 5,141,990	\$ 1,530,496	\$ 311,758	\$ 3,177,032	\$ 83,407,077	\$ 6,845,707
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (289,033)	\$ -	\$ (289,033)	\$ 481,796

One-Time COVID Indirect Surplus (235,294)

A. Grant writing consultant \$150,000 & Marketing consultant \$78,000 (ongoing expense)

Ongoing Indirect Surplus \$ 246,502

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
FUNDING RELATED TO COVID

	Education COVID Response & CARES	Nutrition COVID Response	Energy ARPA	Community Services COVID Response	CSBG CARES	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ 312,374	\$ 312,374
Other Government Revenue	-	-	1,704,658	1,160,000	-	2,864,658
Head Start Subsidy for CACFP	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
Donations	-	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ 1,704,658	\$ 1,160,000	\$ 312,374	\$ 3,177,032
Expenditures						
Salaries	-	-	898,884	240,000	100,304	1,239,188
Benefits	-	-	116,428	67,200	29,176	212,804
Travel	-	-	13,635	5,000	7,838	26,473
Space Cost	-	-	62,220	6,000	20,913	89,133
Supplies	-	-	25,570	2,500	27,799	55,869
Equipment	-	-	-	-	-	-
Consultant/Contract	-	-	19,433	55,000	-	74,433
Other Operating Costs	-	-	413,720	-	3,030	416,750
Program Costs	-	-	-	732,185	94,903	827,088
Depreciation	-	-	-	-	-	-
Indirect	-	-	154,768	52,115	28,411	235,294
Total Expenditures	\$ -	\$ -	\$ 1,704,658	\$ 1,160,000	\$ 312,374	\$ 3,177,032
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	0.0%	0.0%	13.0%	28.0%	29.1%	17.2%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
EDUCATION

	Head Start	State Dept. of Education	San Joaquin COE	County of Kern Home Visit Initiative	Migrant Alternative Payment	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Revenue	35,108,253	8,204,779	2,064,238	3,460,624	9,871,749	58,709,643
Head Start Subsidy for CACFP	(870,245)	-	-	-	-	(870,245)
Private Revenue	-	-	-	-	-	-
Other Revenue	-	1,602	-	-	-	1,602
Donations	-	-	-	-	-	-
Total Revenue	\$ 34,238,008	\$ 8,206,381	\$ 2,064,238	\$ 3,460,624	\$ 9,871,749	\$ 57,841,000
Expenditures						
Salaries	17,798,635	5,588,875	1,456,669	1,847,685	759,400	27,451,264
Benefits	5,345,129	1,830,351	419,911	593,535	127,000	8,315,926
Travel	345,073	910	-	138,600	8,000	492,583
Space Cost	3,243,000	3,728	-	225,440	83,210	3,555,378
Supplies	1,851,102	9,270	-	270,263	14,000	2,144,635
Equipment	100,000	-	-	-	-	100,000
Consultant/Contract	1,336,723	14,300	-	10,562	7,800	1,369,385
Other Operating Costs	969,897	12,933	-	72,961	74,909	1,130,700
Program Costs	(137,523)	-	-	-	7,907,362	7,769,839
Depreciation	297,840	-	-	-	-	297,840
Indirect	3,088,132	746,014	187,658	301,578	890,068	5,213,450
Total Expenditures	\$ 34,238,008	\$ 8,206,381	\$ 2,064,238	\$ 3,460,624	\$ 9,871,749	\$ 57,841,000
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	30.0%	32.7%	28.8%	32.1%	16.7%	30.3%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
NUTRITION

	WIC	Snap-ED	Child and Adult Care Food Program (CACFP)			Food Bank	TOTAL
			Kern Central Kitchen	San Joaquin Vended Meals	Subtotal CACFP		
Revenue							
Commuity Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 397,316	\$ 397,316
Other Government Revenue	4,212,059	1,491,998	1,272,351	177,633	1,449,984	1,527,944	8,681,985
Head Start Subsidy for CACFP	-	-	743,585	126,660	870,245	-	870,245
Private Revenue	-	-	-	-	-	50,000	50,000
Other Revenue	-	-	-	-	-	244,247	244,247
Donations	-	-	-	-	-	130,000	130,000
Total Revenue	\$ 4,212,059	\$ 1,491,998	\$ 2,015,936	\$ 304,293	\$ 2,320,229	\$ 2,349,507	\$ 10,373,793
Expenditures							
Salaries	2,511,777	535,396	605,614	-	605,614	831,644	4,484,431
Benefits	728,415	165,846	187,407	-	187,407	266,122	1,347,790
Travel	12,000	6,146	27,000	-	27,000	46,100	91,246
Space Cost	367,860	54,307	121,700	-	121,700	186,100	729,967
Supplies	40,657	11,706	86,000	-	86,000	73,190	211,553
Equipment	25,000	-	-	-	-	299,960	324,960
Consultant/Contract	-	553,361	-	-	-	10,600	563,961
Other Operating Costs	165,927	29,599	62,600	-	62,600	120,459	378,585
Program Costs	3,000	-	809,946	-	809,946	335,076	1,148,022
- Vended Meals	-	-	-	288,145	288,145	-	288,145
Depreciation	3,600	-	-	-	-	-	3,600
Indirect	353,823	135,637	115,669	16,148	131,817	180,256	801,533
Total Expenditures	\$ 4,212,059	\$ 1,491,998	\$ 2,015,936	\$ 304,293	\$ 2,320,229	\$ 2,349,507	\$ 10,373,793
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	29.0%	31.0%	30.9%		30.9%	32.0%	30.1%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
ENERGY CONSERVATION

	Energy Conservation
Revenue	
Community Services Block Grant (CSBG)	\$ -
Other Government Revenue	5,428,324
Private Revenue	-
Other Revenue	-
Donations	-
Total Revenue	\$ 5,428,324
Expenditures	
Salaries	1,556,228
Benefits	375,740
Travel	57,019
Space Cost	206,621
Supplies	76,794
Equipment	-
Consultant/Contract	1,399,499
Other Operating Costs	611,231
Program Costs	651,718
Depreciation	-
Indirect	493,474
Total Expenditures	\$ 5,428,324
Gain/(Loss)	\$ -
Benefit Rate	24.1%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
COMMUNITY SERVICES**

	211	Homeless Services	E Kern Family Resource Center	Ridgecrest Resource Center	VITA	Youth Centers	TOTAL
Revenue							
Community Services Block Grant (CSBG)	\$ 66,747	\$ 17,031	\$ 20,924	\$ -	\$ 228,979	\$ 479,048	\$ 812,729
Other Government Revenue	614,149	2,463,067	367,663	164,656	829,235	58,828	4,497,598
Private Revenue	644,392	-	-	-	-	-	644,392
Other Revenue	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-
Total Revenue	\$ 1,325,288	\$ 2,480,098	\$ 388,587	\$ 164,656	\$ 1,058,214	\$ 537,876	\$ 5,954,719
Expenditures							
Salaries	807,633	959,800	223,700	112,215	319,739	229,895	2,652,982
Benefits	195,226	268,745	74,509	25,553	56,798	55,733	676,564
Travel	5,000	2,000	10,415	2,083	7,972	7,333	34,803
Space Cost	65,626	552,138	26,875	10,150	29,331	154,781	838,901
Supplies	56,557	90,113	3,918	1,696	19,428	11,111	182,823
Equipment	-	-	-	-	-	-	-
Consultant/Contract	10,186	-	500	500	403,750	750	415,686
Other Operating Costs	64,579	202,202	15,450	4,810	124,096	29,274	440,411
Program Costs	-	180,000	-	1,316	3,800	1,155	186,271
Depreciation	-	-	-	-	-	-	-
Indirect	120,481	225,100	33,220	6,333	93,300	47,844	526,278
Total Expenditures	\$ 1,325,288	\$ 2,480,098	\$ 388,587	\$ 164,656	\$ 1,058,214	\$ 537,876	\$ 5,954,719
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	24.2%	28.0%	33.3%	22.8%	17.8%	24.2%	25.5%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
COMMUNITY SERVICES BLOCK GRANT (CSBG)**

	Food Bank	211	E Kern	VITA	Youth Ctrs	CES	Program Admin	TOTAL
Revenue								
Community Services Block Grant (CSBG)	\$ 397,316	\$ 66,747	\$ 20,924	\$ 228,979	\$ 479,048	\$ 17,031	\$ 320,451	\$ 1,530,496
Other Government Revenue	-	-	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-	-
Total Revenue	\$ 397,316	\$ 66,747	\$ 20,924	\$ 228,979	\$ 479,048	\$ 17,031	\$ 320,451	\$ 1,193,014
Expenditures								
Salaries	273,440	48,543	9,667	126,235	212,490	-	220,175	890,550
Benefits	87,755	12,136	2,900	27,772	53,122	-	55,044	238,729
Travel	-	-	1,000	3,950	6,540	1,000	3,250	15,740
Space Cost	-	-	-	24,400	128,900	8,000	-	161,300
Supplies	-	-	-	5,158	9,695	4,846	5,000	24,699
Equipment	-	-	-	-	-	-	-	-
Consultant/Contract	-	-	-	2,000	750	-	-	2,750
Other Operating Costs	-	-	-	16,575	25,055	2,000	7,850	51,480
Program Costs	-	-	-	3,000	-	-	-	3,000
Depreciation	-	-	-	-	-	-	-	-
Indirect	36,121	6,068	7,357	19,889	42,496	1,185	29,132	142,248
Total Expenditures	\$ 397,316	\$ 66,747	\$ 20,924	\$ 228,979	\$ 479,048	\$ 17,031	\$ 320,451	\$ 1,193,014
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	32.1%	25.0%	30.0%	22.0%	25.0%	0.0%	25.0%	26.8%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
DISCRETIONARY FUND & FUND RAISING FUND

	Discretionary	CAPK Foundation	Total
Revenue			
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -
Other Government Revenue	-	-	-
Private Revenue	11,520	-	11,520
Other Revenue	1,205	-	1,205
Donations	10,000	-	10,000
Transfer Released From Restriction	(303,552)	303,552	-
Total Revenue	\$ (280,827)	\$ 303,552	\$ 22,725
Expenditures			
Salaries	-	123,600	123,600
Benefits	-	25,956	25,956
Travel	-	22,100	22,100
Space Cost	2,200	3,500	5,700
Supplies	-	14,750	14,750
Equipment	-	-	-
Consultant/Contract	-	35,000	35,000
Other Operating Costs	5,260	51,050	56,310
Program Costs	-	-	-
Depreciation	-	-	-
Indirect	746	27,596	28,342
Total Expenditures	\$ 8,206	\$ 303,552	\$ 311,758
Gain/(Loss)	\$ (289,033)	\$ -	\$ (289,033)
Benefit Rate	0.0%	21.0%	21.0%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
INDIRECT FUND

	Human Resources	Operations	Executive	Program Administration	Finance	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ 320,451	\$ -	\$ 320,451
Other Government Revenue	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	7,327,503
Donations	-	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ 320,451	\$ -	\$ 7,647,954
Expenditures						
Salaries	883,908	1,156,364	708,011	317,675	1,171,219	4,237,177
Benefits	212,138	300,655	153,143	82,344	234,244	982,524
Travel	9,000	23,500	24,200	6,450	8,000	71,150
Space Cost	-	181,200	-	-	3,000	184,200
Supplies	18,000	62,000	31,500	6,000	140,000	257,500
Equipment	-	-	-	-	-	-
Consultant/Contract	143,500	219,500	244,500	-	283,500	891,000
Other Operating Costs	18,500	298,075	114,650	8,850	41,900	481,975
Program Costs	-	-	-	-	-	-
Depreciation	-	31,500	-	-	-	31,500
Indirect	-	-	-	29,132	-	29,132
Total Expenditures	\$ 1,285,046	\$ 2,272,794	\$ 1,276,004	\$ 450,451	\$ 1,881,863	\$ 7,166,158
Gain/(Loss)						\$ 481,796
Benefit Rate	24.0%	26.0%	21.6%	25.9%	20.0%	23.2%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
INDIRECT FUND - FIVE YEAR HISTORY

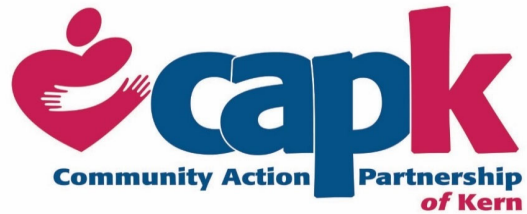
Line Items	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Revenue	\$ 4,827,346	\$ 5,059,589	\$ 5,799,844	\$ 6,862,349	\$ 7,471,110	\$ 7,647,954	2.4%
Expenditures							
Personnel Costs							
Salaries	2,614,903	2,820,260	3,070,550	3,601,982	3,983,144	4,237,177	6.4%
Benefits	605,877	674,091	756,241	875,486	931,312	982,524	5.5%
<i>Benefit Rate</i>	23.2%	23.9%	24.6%	24.3%	23.4%	23.2%	
Total Personnel Costs	\$ 3,220,780	\$ 3,494,351	\$ 3,826,791	\$ 4,477,468	\$ 4,914,456	\$ 5,219,701	6.2%
	67.6%	71.3%	72.5%	71.2%	71.9%	72.8%	
Operating Costs							
Travel	79,900	88,750	93,650	56,750	62,350	71,150	14.1%
Space Costs	190,700	187,900	186,800	193,300	206,370	215,700	4.5%
Supplies	147,277	138,400	166,500	119,400	150,200	257,500	71.4%
Equipment	5,223	-	-	-	196,000	-	-100.0%
Consultant/Contract	783,320	630,725	659,100	1,144,066	956,000	891,000	-6.8%
Other Operating Costs	339,600	363,950	345,050	298,600	352,750	511,107	44.9%
Total Operating Costs	\$ 1,546,020	\$ 1,409,725	\$ 1,451,100	\$ 1,812,116	\$ 1,923,670	\$ 1,946,457	1.2%
	32.4%	28.7%	27.5%	28.8%	28.1%	27.2%	
Total Expenditures	\$ 4,766,800	\$ 4,904,076	\$ 5,277,891	\$ 6,289,584	\$ 6,838,126	\$ 7,166,158	4.8%
Excess Indirect Revenue	\$ 60,546	\$ 155,513	\$ 521,953	\$ 572,765	\$ 632,984	\$ 481,796	-23.9%

RECAP - EXPENDITURES BY SUPPORT DIVISION	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Operations	\$ 1,526,000	\$ 1,394,366	\$ 1,355,800	\$ 2,113,869	\$ 2,324,790	\$ 2,272,794	-2.2%
Human Resources	1,151,500	1,223,465	1,034,632	917,844	1,262,307	1,285,046	1.8%
Finance	1,049,800	1,046,900	1,563,775	1,757,619	1,786,550	1,881,863	5.3%
Program Administration	525,400	704,410	705,930	354,917	330,664	450,451	36.2%
Executive	514,100	534,935	612,204	1,145,335	1,133,815	1,276,004	12.5%
TOTAL	\$ 4,766,800	\$ 4,904,076	\$ 5,272,341	\$ 6,289,584	\$ 6,838,126	\$ 7,166,158	4.8%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
AGENCY-WIDE - FIVE YEAR HISTORY**

EXPENDITURES BY PROGRAM SERVICE	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Education	\$ 42,473,221	\$ 54,886,617	\$ 60,024,566	\$ 61,574,517	\$ 57,841,000	-6.1%
Nutrition	7,569,576	8,687,954	9,221,197	9,378,845	9,976,477	6.4%
Energy Conservation	4,138,200	5,746,308	6,867,228	6,424,164	5,428,324	-15.5%
Community Services	1,194,256	1,549,312	4,715,591	4,764,987	5,141,990	7.9%
CSBG	1,469,183	1,489,531	1,489,531	1,535,543	1,530,496	-0.3%
Discretionary & Fund Raising	41,035	41,233	203,689	284,270	311,758	9.7%
COVID Response	-	-	-	4,259,035	3,177,032	-25.4%
Total Annual Budget	<u>\$ 56,885,471</u>	<u>\$ 72,400,955</u>	<u>\$ 82,521,802</u>	<u>\$ 88,221,361</u>	<u>\$ 83,407,077</u>	-5.5%

RECAP - EXPENDITURES BY CATEGORY	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Salaries	\$ 25,995,600	\$ 30,816,989	\$ 33,631,062	\$ 38,932,538	\$ 37,727,868	-3.1%
Benefits	7,979,525	9,792,653	10,374,228	11,352,568	11,009,824	-3.0%
Travel	536,271	604,666	814,611	723,003	727,474	0.6%
Space Cost	3,458,335	7,496,553	10,436,885	8,378,137	5,425,700	-35.2%
Supplies	1,796,041	2,343,556	2,061,180	2,639,488	2,691,424	2.0%
Equipment	211,038	99,000	92,760	291,353	424,960	45.9%
Consultant/Contract	954,462	2,765,704	4,177,786	4,224,507	3,857,964	-8.7%
Other Operating Cost	2,259,160	2,805,782	2,720,184	2,571,193	3,041,837	18.3%
Program Costs	8,328,674	9,513,508	11,039,753	11,336,024	10,871,083	-4.1%
Depreciation	306,776	362,700	311,004	301,440	301,440	0.0%
Indirect	5,059,589	5,799,844	6,862,349	7,471,110	7,327,503	-1.9%
TOTAL	<u>\$ 56,885,471</u>	<u>\$ 72,400,955</u>	<u>\$ 82,521,802</u>	<u>\$ 88,221,361</u>	<u>\$ 83,407,077</u>	-5.5%



BUDGET AND FINANCE COMMITTEE

FEBRUARY 16, 2022

FINANCIAL REPORT

TABLE OF CONTENTS

<u>SECTION</u>	<u>Pages (s)</u>
A. Schedule of Programs for the period March 1, 2021 through February 28, 2022	A1 - A6
B. Functional Classification by Fund	B1 - B3
C. Line of Credit Summary	C1
D. - Cash Summary as of January 31, 2022	D1
- Bank Reconciliations	D2 - D8
E. Wells Fargo Visa Summary and Statements	E1 - E18
F. Central Kitchen Budget to Actual January 31, 2022	F1
G. State Department of Education Contract - Earned Revenue	G1 - G2
H. Finance Division Monthly Report	H1
I. Financial Statements as of February 28, 2021	I1
J. Financial Statements as of January 31, 2022	J1
K. Agency-wide Budget to Actual as of January 31, 2022	K1 - K7
L. Indirect Fund Budget To Actual as of January 31, 2022	L1

**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 15,030,496	93.569	20F - 3015 21F - 4015 22F-5015	01/01/20 - 05/31/21 01/01/21 - 05/31/22 01/01/22 - 12/31/22	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 7,129,494	93.568 93.568 93.568	20B - 2012 21B - 5012 22B - 4012	10/01/19 - 06/30/21 11/01/20 - 06/30/22 11/01/21 - 06/30/23	122-30 122-31 122-32	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	1,364,399 450,000	81.042 81.042	17C-4010 20C-6008	06/01/18 - 06/30/20 07/01/20 - 06/30/22	123-65 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 600,085 8,241	93.575	CCTR - 0052 CCTR - 1057 CCTR - 1057	07/01/20 - 06/30/21 07/01/21 - 06/30/22 07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 0052 CCTR - 1057	07/01/20 - 06/30/21 07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 28,000 5,411,000 138,128	93.575	CMAP - 9000 CMAP - 0000 CMAP - 1000 CMAP - 1000	07/01/20 - 06/30/21 07/01/20 - 06/30/21 07/01/21 - 06/30/22 07/01/21 - 06/30/22	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

**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 (FFORA)	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
EFAP BUILD BACK BETTER (BBB) SUPPLEMENTAL	299,960				105-099	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

**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
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
MIGRANT ALTERNATIVE PAYMENT	4,173,683 22,010,862		CMAP - 0000 CMAP - 1000	07/01/20 - 06/30/21 07/01/21 - 06/30/22	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,659,082 2,802,254		CCTR - 0052 CCTR - 1057	07/01/20 - 06/30/21 07/01/21 - 06/30/22	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,367,697 4,577,394		CSPP - 0126 CSPP - 1123	07/01/20 - 06/30/21 07/01/21 - 06/30/22	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	262,661 273,427		CMIG - 0004 CMIG - 1004	07/01/20 - 06/30/21 07/01/21 - 06/30/22	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	39,399 40,079		CMSS - 0004 CMSS - 1004	07/01/20 - 06/30/21 07/01/21 - 06/30/22	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

**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
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		SURT-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
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		N/A	07/01/20 - 06/30/21	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

**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
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
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
211 FRESNO AND MADERA COUNTIES	92,130		N/A	12/28/21 - 12/31/22	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
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
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA
FOOD BANK FREE FARMERS MARKET - WASCO	100,000 150,000		N/A	01/01/20 - 12/31/20 12/01/21 - 11/30/22	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

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				
11/30/21	n/a				
12/31/21	n/a				
01/31/22	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 increasae 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	\$ 395.83	0.25%
04/01/21 - 6/30/21	90 days	\$ 221.18	0.25%
07/01/21 - 9/30/21	90 days	\$ 718.75	0.25%
10/01/21 - 12/31/21	90 days	\$ 223.61	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 JANUARY 31, 2022	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	11,132.39
HEAD START/EARLY HEAD START	630,470.34
SUBTOTAL	641,602.73
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	485,670.71
MIGRANT A/P	2,721,247.59
MIGRANT CHILD CARE	80,136.65
MIGRANT SPECIALIZED SERVICES	13,946.80
SAN JOAQUIN COE GENERAL CHILD CARE	216,790.89
STATE PRESCHOOL	1,559,237.74
SUBTOTAL	5,081,688.08
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	142,858.30
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(85,724.10)
EF&S	0.00
EFAP	136,624.30
FEEDING AMERICA SENIOR HUNGER	43,021.34
FOOD BANK	(652,085.24)
FOOD BANK EXPANSION	410,722.49
FOOD BANK CAPACITY PROGRAM	181,818.00
FOOD BANK - STATE	185,493.50
KAISER	23,753.00
SENIOR FARMERS MARKET NUTRITION PROGRAM	32,004.00
TRADE MITIGATION	0.00
WONDERFUL FOUNDATION	74,360.00
SUBTOTAL	492,845.59
ENERGY	(159,865.15)
DOE WAP	16,623.30
LIHEAP	(452,235.09)
PG&E	(15,720.99)
DAP (Disorgement Assistance Program)	(51,063.08)
TRANSFER NEGATIVE BALANCE	662,261.01
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	158,045.22
211 ENERGY UPGRADE CA PROGRAM	(6,250.00)
AMERICORPS - CALIFORNIA VOLUNTEERS	(13.46)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(23,593.67)
CAL FRESH	(22,597.78)
CALEITC	(169.55)
CAPK FOUNDATION	(162,064.19)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	(1,765.64)
COST POOLS	47,984.18
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,066.07
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(361,970.66)
CSBG	318,231.22
CSBG CARES ACT	235,072.26
CSBG DISCRETIONARY	49,038.89
DIFFERENTIAL RESPONSE	(63,027.98)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,214,007.64
ECONOMIC EMPOWERMENT	0.00
EAST KERN FAMILY RESOURCE CENTER	12,689.12
ESG CARES ACT HOMELESS SERVICES	(446,715.31)
ESG COORDINATED ENTRY SERVICE - COVID19	(20,834.37)
FIRST 5 KERN 211	(28,008.68)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(44,198.48)
FIRST 5 HELP ME GROW	(28,480.96)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(50,654.40)
FRIENDSHIP HOUSE	(1,341.93)
FUNDRAISING	275,059.44
GAAP FUND	0.00
GENERAL FUND	(96,015.73)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(19,975.33)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(333,050.82)
HOUSING FOR THE HARVEST STATE	(85,385.53)
HUD-COORDINATED ENTRY SYSTEM	(11,089.21)
COUNTY OF KERN - 211	0.00
INDIRECT FUND	(49,807.81)
IRS - VITA	(2,368.39)
M ST NAVIGATION CENTER	21,731.38
NALEO - 2020 CENSUS	0.00
NEOPB CAL FRESH HEALTHY LIVING	(206,862.11)
POSITIVE YOUTH DEV SVC	(9,479.37)
POSITIVE YOUTH M	(53,814.52)
SHAFTER YOUTH CENTER	33,423.04
OASIS FAMILY RESOURCE CENTER	10,690.00
SIERRA FOUNDATION - ASTHMA MITIGATION	154,558.82
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	(4.19)
SO CA EDISON - 211 CUSTOMER RELATIONS	(9,600.79)
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	(17.81)
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	24,247.71
WELLS FARGO FOUNDATION	46,981.80
WIC	(833,959.86)
LESS: ENERGY NEGATIVE BALANCE	(662,261.01)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	2,099,477.50
TOTAL OPERATING CASH	8,317,613.90

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
January 31, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	01/31/22		9,587,234.23
LESS: OUTSTANDING CHECKS		1,298,631.78	
ADJUSTED BANK BALANCE AT	01/31/22		8,288,602.45
GENERAL LEDGER BALANCE AT	12/31/21		6,457,939.12
ADD: DEPOSITS		3,934,552.89	
US TREAS DRAWDOWNS		3,662,152.36	
FUNDS FROM OTHER GRANTS		411,745.73	
TRANSFERS FROM RESTRICTED ACCOUNTS		713,316.25	
ADP /HEALTH EQUITY REFUND		1,792.13	
REIMBURSEMENT OF ALTERED PAYEE		-	
		-	
		-	
		-	
		-	
LESS: CHECKS		2,661,657.19	
ADP PAYROLL 1/3/22		6,502.97	
ADP PAYROLL 1/14/22		1,517,443.82	
ADP PAYROLL 1/28/22		1,497,296.84	
EFTS FOR HRA/HSA/ STD/403B		300,905.76	
REC LOAN PRINCIPAL/INT EXPENSES		23,790.70	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		22,329.98	
BANK FEES		2,380.43	
ACH VOUCHERS		860,588.34	
GENERAL LEDGER BALANCE AT	01/31/22		8,288,602.45

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 02/10/2022

APPROVED BY: *Nancy Webster*

TITLE: Chief Financial Officer

DATE: Feb 10, 2022

Julie Vander

D3 Feb 10, 2022

**COMMUNITY ACTION PARTNERSHIP OF KERN
HEADSTART ACCRUED VACATION***

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING: **01/31/22** **1,055,867.02**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: **01/31/22** **1,055,867.02**

BALANCE PER G/L **12/31/21** **1,055,723.55**

ADD: DEPOSITS 0.00

INTEREST 143.47

ROUNDING ERROR 0.00

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 **01/31/22** **1,055,867.02**

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: 02/01/22

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Feb 2, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT**
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 01/31/22 107,018.71

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 01/31/22 107,018.71

BALANCE PER G/L 12/31/21 820,235.99

ADD: DEPOSITS 0.00

INTEREST 98.97

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 713,316.25

BALANCE PER G/L 01/31/22 107,018.71

* 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: 02/01/22

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Feb 1, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
ON-LINE DONATIONS ACCOUNT
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63021
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	01/31/22	90,244.37
DEPOSITS IN TRANSIT	0.00	
OUTSTANDING CHECKS	0.00	
OTHER	0.00	
ADJUSTED BANK BALANCE	01/31/22	90,244.37

BALANCE PER GENERAL LEDGER	12/31/21	86,883.64
ADD:		
DEPOSITS (Credit Card Donations & Shared Fee)	0.00	
ONLINE DONATIONS	3,702.55	
PAYPAL DEPOSIT	0.00	
INTEREST	12.13	
LESS:		
APPLIED MERCHANT DEBITS	0.00	
CLIENT ANALYSIS SERVICE CHARGE	336.50	
BANKCARD FEES	17.45	
CASH CONCENTRATION FEE	0.00	
FUND TRANSFER TO GENERAL FUND	0.00	
	0.00	
BALANCE PER GENERAL LEDGER:	01/31/22	90,244.37

* 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: 02/01/22

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Feb 1, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #1
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: 01/31/22 11.96

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 01/31/22 11.96

BALANCE PER G/L 12/31/21 11.96

ADD: DEPOSITS 0.00

INTEREST 0.00

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 01/31/22 11.96

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/01/22

APPROVED BY:  TITLE: Chief Financial Officer DATE: Feb 1, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #2
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: 01/31/22 35,018.92

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 01/31/22 35,018.92

BALANCE PER G/L 12/31/21 35,014.16

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 01/31/22 35,018.92

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/01/22

APPROVED BY:  TITLE: Chief Financial Officer DATE: Feb 1, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED January 1, 2022 - January 31, 2022

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	760.00
Freddy Hernandez	Director of Youth and Community Services	12.95
Laurie Hughey		-
Traco Matthews	Chief Program Officer	197.41
Lisa McGranahan	Director of Human Resources	1,210.35
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	1,584.23
Pritika Ram	Director of Administration	983.35
Jeremy Tobias	Chief Executive Officer	1,718.05
Emilio Wagner	Director of Operations	2,317.52
Tracy Webster	Chief Financial Officer	4,255.16
Rebecca Moreno	Director of Community Development	7,953.00
Susana Magana	Director of Nutrition Services	879.33
	Total	\$ 21,871.35



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	1/1/2022 - 1/31/2022		
Trans Date	Post Date	Merchant Name	Charge Codes
		Approved	Receipt
			Amount
Transaction Count: 0			
Total: 0.00			

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Emilio Wagner		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-7041		Currency	US Dollar	
Reporting Period	1/1/2022 - 1/31/2022				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt Amount
1 1/5/2022	1/6/2022	Best Buy 00008565			71.43
Operations supplies 6305-999-901-000-000-00-5-1					
2 1/5/2022	1/6/2022	Bestbuycom806565700756			653.49
Operations computer & peripheral supplies 6310-999-901-000-000-00-5-1					
3 1/6/2022	1/6/2022	Google *leica Geo			9.49
Operations supplies 6305-999-901-000-000-00-5-1					
4 1/7/2022	1/7/2022	Microsoft*store			199.99
Operations Microsoft Software Support/Maintenance 6525-999-901-000-000-00-5					
-1					
5 1/14/2022	1/17/2022				0.20
Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/14/2022	1/17/2022	V_eliteplan -Monthly Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1				20.00
7 1/14/2022	1/17/2022	V_eliteplan -Monthly Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1				20.00
8 1/14/2022	1/17/2022	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1				0.20
9 1/19/2022	1/19/2022	Microsoft#g007747987 Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1-75/25%				308.39
10 1/19/2022	1/20/2022	Onestepgpscom Monthly subscription renewal order with OneStepGps.com 6667-524-000-147-000-000-3-1				209.25
11 1/20/2022	1/21/2022	Mindbody Computer software, reoccurring charge			✓	445.40
12 1/28/2022	1/31/2022	Stockton Record Advertisi Advertisements for the Stockton Record for RFP Design Build Barnett House			✓	379.68

Transaction Count: 12
Total: 2,317.52

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name		Freddy Hernandez		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-8850		Currency		US Dollar	
Reporting Period		1/1/2022 - 1/31/2022					
Trans Date	Post Date	Merchant Name		Charge Codes		Approved	Receipt
1 1/25/2022	1/26/2022	Canva* I03311-34718854					12.95
Software required for VITA.							

Transaction Count: 1
Total: 12.95

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Gloria Barbero			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7058			Currency	US Dollar		
Reporting Period	1/1/2022 - 1/31/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
							Transaction Count: 0
							Total: 0.00

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name		Jeremy Tobias		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-7066		Currency		US Dollar	
Reporting Period		1/1/2022 - 1/31/2022					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 1/4/2022	1/6/2022	Exxonmobil 99984692				72.01	
Gasoline for CEO's agency vehicle.							
2 1/4/2022	1/6/2022	National Community Action				1,000.00	
2022 CAPFacts Subscription.							
3 1/5/2022	1/5/2022	1-800-Flowers.Com,inc.				106.06	
Sympathy Plant for T. Matthews							
4 1/6/2022	1/7/2022	Www.Calcapa.Org				250.00	
R9PIC Conference Registration Fee for Jeremy Tobias							
5 1/7/2022	1/10/2022	Flower Shop Network				78.91	
Sympathy Plant for A. Vigil							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/8/2022	1/10/2022	Mandalay - Adv Dep				96.37
Hotel Deposit for Region IX PIC Conference in Las Vegas, NV from February 22 - 25, 2022						
7 1/10/2022	1/12/2022	Bakersfield - Catfishgrill				45.70
Executive Team Lunch Meeting. Attendees: J. Tobias, T. Webster, and T. Matthews. Purpose was to discuss team building and COVID-19 Surge Response						
8 1/28/2022	1/31/2022	Exxonmobil 99984692				69.00
Gasoline for CEO's Agency Vehicle.						
Transaction Count: 8						
Total: 1,718.05						

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Jerry Meade		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-5025		Currency	US Dollar	
Reporting Period	1/1/2022 - 1/31/2022				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt Amount
1 1/4/2022	1/5/2022	Paypal			1,390.00
ERSEA ~ Recruitment and Enrollment During Omicon Webinar for E&A Manager and Coordinator.					
2 1/5/2022	1/7/2022	Office Depot #952			51.08
Office Supply Expenses for Admin Offsite Planning.					
3 1/10/2022	1/11/2022	Paypal			29.00
Pyramid Model Training for Home Visiting Program Home Visitor Andrea Lopez.					
4 1/14/2022	1/17/2022	Inn At The Pier			114.15
Balance owed for HS Program Planning Meeting held January 5 - 7, 2022.					
Transaction Count: 4				Total: 1,584.23	

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Laurie Hughey			Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-9135			Currency	US Dollar	
Reporting Period	1/1/2022 - 1/31/2022					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
Transaction Count: 0						
Total: 0.00						

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Lisa McGranahan		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-9914		Currency	US Dollar	
Reporting Period	1/1/2022 - 1/31/2022				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt Amount
1 1/4/2022	1/5/2022	Trek/Bakersfield Blue			98.76
Replacements of Full Zip Mens Jackets for two HR members.					
2 1/5/2022	1/6/2022	Paypal			-20.00
Refund for a webinar coming up on 01/12/2022 (Employment Law Legal Update). Evelin Medina will not be able to attend.					
3 1/7/2022	1/10/2022	Usps Po 0504680519			43.65
Box of Covid Tests sent to Stockton Location.					
4 1/10/2022	1/12/2022	Biometrics4all Inc			9.00
Relay Fees for running New Hire Fingerprints Invoice Period 12/01/2021-12/31/2021 Invoice Date 1/01/2022					
5 1/24/2022	1/25/2022	Cal Chamber Of Commerce			899.00
CalChamber preferred Membership for HR department.					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	1/24/2022	1/26/2022	Currency Conversion Fee			1.69
7	1/24/2022	1/26/2022	Paypal			169.00
Form I'9 Compliance Update for 2022 - Webinar						
8	1/28/2022	1/31/2022	Usps Po 0504680519			9.25
Modified address due to a Box of Covid Tests being returned.						

Transaction Count: 8
Total: 1,210.35

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Pritika Ram		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-7074		Currency	US Dollar	
Reporting Period	1/1/2022 - 1/31/2022				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt
1	1/6/2022	1/10/2022	Doubletree Hotel Fresno		
Hotel Fee for Karen Vazquez to attend Grant Writing Class in Fresno, CA.					194.35
2	1/7/2022	1/7/2022	Eb 2022 Management An		760.00
Registration Fees for P. Ram & J. Burger to attend the CAP National 2022 Virtual Management & Leadership Conference.					
3	1/7/2022	1/10/2022	Sik*shutterstock		29.00
Monthly Subscription for Stock Photos.					
				Transaction Count: 3	
				Total: 983.35	

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name		Rebecca Moreno		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-4956		Currency		US Dollar	
Reporting Period		1/1/2022 - 1/31/2022					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 1/1/2022	1/3/2022	Travelodge				179.20	
Isolation housing for COVID-19 resident at M Street Navigation Center.							
2 1/1/2022	1/3/2022	Travelodge				1,008.00	
Isolation housing for COVID-19 resident at M Street Navigation Center.							
3 1/10/2022	1/12/2022	Travelodge				952.00	
Isolation housing for COVID-19 resident at M Street Navigation Center.							
4 1/13/2022	1/17/2022	Travelodge				952.00	
Isolation housing for COVID-19 resident at M Street Navigation Center.							
5 1/20/2022	1/24/2022	Travelodge				952.00	
Isolation housing for COVID-19 resident at M Street Navigation Center.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/21/2022	1/24/2022	Naeh				325.00
Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Keith Jackson.						
7 1/21/2022	1/24/2022	Naeh				325.00
Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Rebecca Moreno.						
8 1/21/2022	1/24/2022	Naeh				325.00
Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Ian Sharples.						
9 1/21/2022	1/24/2022	Naeh				325.00
Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Laurie Hughey.						
10 1/21/2022	1/24/2022	Naeh				325.00
Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Joseph Aguilar.						
11 1/24/2022	1/26/2022	Travelodge				380.80
Isolation housing for COVID-19 resident at M Street Navigation Center.						
12 1/25/2022	1/27/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 1/27/2022	1/31/2022	Travelodge				952.00

Isolation housing for COVID-19 resident at M Street Navigation Center.

Transaction Count: 13
Total: 7,953.00

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name		Susana Magana		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-6693		Currency		US Dollar	
Reporting Period		1/1/2022 - 1/31/2022					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 1/5/2022	1/7/2022	Office Depot #2175				264.64	
Regular supply order delayed; needed envelopes ASAP.							
2 1/25/2022	1/25/2022	Target.Com				75.63	
PediaSure; special diet needs.							
3 1/25/2022	1/26/2022	W/m Supercenter #1624				387.62	
Baby formula.							
4 1/25/2022	1/26/2022	W/m Supercenter #1624				36.34	
Baby formula.							
5 1/25/2022	1/26/2022	Target 00006148				115.10	
Special diet food/baby formula.							

Transaction Count: 5
Total: 879.33

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name		Traco Matthews		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-3726		Currency		US Dollar	
Reporting Period		1/1/2022 - 1/31/2022					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1	1/1/2022	1/12/2022	Amazon.Com*uq38r2na3 Amzn			93.00	
Leadership books purchased for Directors and Chiefs.							
2	1/25/2022	1/26/2022	Logcabinflorist.Com			104.41	
Flowers for family of volunteer who passed away on behalf of Head Start & CAPK.							
Transaction Count: 2							Total: 197.41

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Tracy Webster		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-6993		Currency	US Dollar	
Reporting Period	1/1/2022 - 1/31/2022				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt
1 1/18/2022	1/19/2022	Wipfillip			✓
		Training for Gabrielle Alexander on OMB's Uniform Guidance			
		6645-999-904-000-000-00-5-1			1,870.00
2 1/24/2022	1/25/2022	Www.Simpliv.Com			✓
		Training for Stephanie Mull and Jennifer Davis			
		6645-999-904-000-000-00-5-1			298.00
3 1/28/2022	1/31/2022	Aatrix Software			✓
		File our 1099s			
		6320-999-901-000-000-00-5-1			464.22
4 1/28/2022	1/31/2022	Aatrix Software			✓
		File our 1099s			
		6320-999-901-000-000-00-5-1			1,622.94
				Transaction Count: 4	
				Total: 4,255.16	

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------



Reporting Period : 1/1/2022 - 1/31/2022

Statement Summary

Name	Yolanda Gonzales			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7009			Currency	US Dollar		
Reporting Period	1/1/2022 - 1/31/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 1/19/2022	1/20/2022	Eb 2022 Management An				760.00	
Registration for the 2022 Virtual CAP Management & Leadership conference - Yolanda Gonzales & Esperanza Contreras							

Transaction Count: 1
Total: 760.00

Employee Signature	Date	Authorized Approver Signature	Date
--------------------	------	-------------------------------	------

COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022 (11 OF 12 MONTHS OR 91.7%)

Line Item	2021/22 Budget	3/1/21 - 01/31/22 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,272,351	910,442	71.6%	361,909
Head Start Subsidy	<u>623,738</u>	<u>1,062,015</u>	<u>170.3%</u>	<u>(438,277)</u>
Total Revenue	<u>1,896,089</u>	<u>1,972,457</u>	<u>104.0%</u>	<u>(76,368)</u>
Expenditures (Note B)				
Salaries	605,614	537,456	88.7%	68,158
Benefits	187,409	161,198	86.0%	26,211
Vehicle Gasoline, Repair/Maintenance	51,300	43,385	84.6%	7,915
Space Costs	94,700	123,677	130.6%	(28,977)
Supplies - Office & Food Service	86,000	109,021	126.8%	(23,021)
Equipment Repair/Maintenance & Lease	38,000	22,367	58.9%	15,633
Communication	13,000	14,495	111.5%	(1,495)
Risk Insurance	12,700	15,286	120.4%	(2,586)
Printing	1,000	469	46.9%	531
Hiring & Employee Costs	100	696	696.0%	(596)
First Aid	500	609	121.8%	(109)
Raw Food/Vended Meals	<u>586,803</u>	<u>766,417</u>	<u>130.6%</u>	<u>(179,614)</u>
Sub Total	1,677,126	1,795,076	107.0%	(117,950)
Adult Meals Prepared	51,251	102,213	199.4%	(50,962)
Indirect	<u>167,712</u>	<u>75,168</u>	<u>44.8%</u>	<u>92,544</u>
Total Expenditures	<u>1,896,089</u>	<u>1,972,457</u>	<u>104.0%</u>	<u>(76,368)</u>

	Prior Period	JANUARY 2022	Cumulative
Total Meals Prepared and Vended (Note C)	558,154	56,551	614,705
Total Meals Claimed	<u>292,032</u>	<u>27,456</u>	<u>319,488</u>
Difference	266,122	29,095	295,217

Percentage Claimed to Prepared/Vended		48.6%	52.0%
---------------------------------------	--	-------	-------

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 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (7 OF 12 MONTHS = 58.3%)

	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
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	4,482	4,818	4,932	4,992	4,693	5,360	5,016						34,292	
Reimbursement Rate per Child per Day	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	
Revenue Earned	\$ 231,039	\$ 248,345	\$ 254,265	\$ 257,347	\$ 241,937	\$ 265,511	\$ 248,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,746,916	49.42%
Maximum Reimbursable Amount (MRA)													\$3,535,022	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%	98.33%	98.49%	98.51%							98.54%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,937	2,997	4,507	5,811	5,515	6,143	6,969						34,879	
Reimbursement Rate per Child per Day	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	
Revenue Earned	\$ 152,344	\$ 155,435	\$ 233,776	\$ 301,418	\$ 286,057	\$ 306,239	\$ 347,397	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,782,667	38.95%
Maximum Reimbursable Amount (MRA)													\$4,577,394	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%	98.76%	97.71%	98.58%							98.68%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	93	84	96	87	62	125	120						667	
Reimbursement Rate per Child per Day	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	
Revenue Earned	\$ 4,807	\$ 4,307	\$ 4,927	\$ 4,480	\$ 3,196	\$ 6,217	\$ 5,943	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,877	12.90%
Maximum Reimbursable Amount (MRA)													\$262,661	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%	98.21%	95.96%	100.00%							99.10%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	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 PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/21 - 6/30/22 (7 OF 12 MONTHS = 58.3%)

	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-1242)</u>														
Adjusted Days of Enrollment - Certified	1,751	1,856	1,817	1,870	1,537	1,498	1,243						11,571	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 80,580	\$ 85,430	\$ 83,641	\$ 86,058	\$ 70,726	\$ 68,950	\$ 57,215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 532,600	18.67%
Maximum Reimbursable Amount (MRA)													\$2,852,203	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.60%	99.91%	100.00%	98.73%	99.67%	98.22%	97.74%							98.54%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%

1

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 Cooperative Agreement with the San Joaquin County Office of Education

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (6 OF 12 MONTHS = 50.%)

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	\$ 571,122	\$ 754,613	\$ 804,323	\$ 806,954	\$ 864,421	\$ 897,206							\$ 4,698,638		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 571,122	\$ 754,613	\$ 804,323	\$ 806,954	\$ 864,421	\$ 897,206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,698,638	83.79%	
Maximum Reimbursable Amount (MRA) for Provider Payments													7,907,363		59.42%
Administration & Support Services Revenue															
Provider Payments	\$ 571,122	\$ 754,613	\$ 804,323	\$ 806,954	\$ 898,581	\$ 897,206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,732,798		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%		
Revenue Earned	<u>\$ 121,147</u>	<u>\$ 160,069</u>	<u>\$ 170,614</u>	<u>\$ 171,172</u>	<u>\$ 190,608</u>	<u>\$ 190,316</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,003,926</u>		
Program Administration/Support Services Costs	80,960	78,427	77,608	76,768	80,874	104,024						-	498,661	8.89%	
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,551	93,420	154,893						-	560,046	7.31%	
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)		
Total Operating Costs	<u>\$ 135,292</u>	<u>\$ 160,909</u>	<u>\$ 164,975</u>	<u>\$ 164,319</u>	<u>\$ 24,294</u>	<u>\$ 258,917</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>908,707</u>	16.21%	
Revenue Earned Over/(Under) Costs	<u>\$ (14,145)</u>	<u>\$ (840)</u>	<u>\$ 5,639</u>	<u>\$ 6,853</u>	<u>\$ 166,314</u>	<u>\$ (68,601)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>95,219</u>		
TOTAL COSTS - NET OF FAMILY FEES	<u>\$ 706,415</u>	<u>\$ 915,522</u>	<u>\$ 969,298</u>	<u>\$ 971,272</u>	<u>\$ 888,715</u>	<u>\$ 1,156,122</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>5,607,344</u>	100.00%	

Note 1: Administration and Support Services revenue is earned based on the amount of provider payments incurred. Example:

Provider payments	4,698,638
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	<u>996,680</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 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	2,315,161
Travel Advance	-
Prepaid Expense	600,014
Inventory	1,212,729
Net Fixed Assets - Unrestricted	1,342,146
Net Fixed Assets - Restricted	9,098,075

Total Assets 22,308,463

LIABILITIES AND NET ASSETS

Accounts Payable	2,353,644
Accrued Expenses	841,483
Accrued Vacation	1,663,810
Line of Credit	-
Note Payable	1,473,224
Advance Payable	327,594
Deferred Revenue	772,005

Total Liabilities 7,431,760

Total Net Assets 14,876,703

Total Liabilities and Net Assets 22,308,463

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2020 TO FEBRUARY 28, 2021

REVENUE

Grant Revenue	73,646,271
Donations	41,912,199
Other Revenue	1,713,706
In-Kind	350,624

Total Revenue 117,622,800

EXPENDITURES

Salaries	32,643,960
Benefits	9,275,266
Travel	264,341
Space Costs	6,350,848
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	350,624

Total Expenditures 116,646,043

Net Change in Assets 976,758

Net Assets, beginning 13,899,945

Net Assets, ending 14,876,703

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF JANUARY 31, 2022

ASSETS

Cash in Bank	8,545,145
Cash - Vacation Reserve	1,055,724
Petty Cash	-
Accounts Receivable	1,476,662
Travel Advance	18,018
Prepaid Expense	363,639
Inventory	1,202,301
Net Fixed Assets - Unrestricted	1,044,730
Net Fixed Assets - Restricted	<u>8,613,539</u>

Total Assets 22,319,757

LIABILITIES AND NET ASSETS

Accounts Payable	1,246,922
Accrued Expenses	209,760
Accrued Vacation	1,055,166
Line of Credit	-
Note Payable	1,110,756
Advance Payable	1,959,555
Deferred Revenue	<u>-</u>

Total Liabilities 5,582,160

Total Net Assets 16,737,598

Total Liabilities and Net Assets 22,319,758

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO JANUARY 31, 2022

REVENUE

Grant Revenue	74,333,486
Donations	310,013
Other Revenue	6,519,694
In-Kind	<u>8,485,362</u>

Total Revenue 89,648,556

EXPENDITURES

Salaries	33,098,566
Benefits	8,827,920
Travel	383,194
Space Costs	10,411,889
Supplies	2,682,113
Consultant/Contract Services	2,942,112
Other Costs	3,322,392
Program Costs	11,197,577
Capital Expenditures	417,543
Indirect	6,018,991
In-Kind	<u>8,485,362</u>

Total Expenditures 87,787,660

Net Change in Assets 1,860,895

Net Assets, beginning 14,876,703

Net Assets, ending 16,737,598

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,932,538	30,084,647	8,847,891	77%
BENEFITS	11,352,568	8,104,289	3,248,279	71%
TRAVEL	723,003	402,492	320,511	56%
SPACE COST	8,679,577	9,217,543	(537,966)	106%
SUPPLIES	2,639,488	2,520,459	119,029	95%
EQUIPMENT	291,353	642,928	(351,575)	221%
CONSULTANT/CONTRACT SERVICES	4,224,507	2,210,047	2,014,460	52%
OTHER COSTS	2,571,193	2,576,239	(5,046)	100%
PROGRAM COSTS	11,336,024	10,552,994	783,030	93%
INDIRECT	7,471,110	5,919,073	1,552,037	79%
TOTAL	88,221,361	72,230,711	15,990,650	82%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	28,385,371	23,099,367	5,286,004	81%
BENEFITS	8,621,872	6,376,420	2,245,452	74%
TRAVEL	481,785	213,878	267,907	44%
SPACE COST	6,895,025	7,033,370	(138,345)	102%
SUPPLIES	1,650,819	1,722,064	(71,245)	104%
EQUIPMENT	249,000	66,190	182,810	27%
CONSULTANT/CONTRACT SERVICES	1,383,171	734,835	648,336	53%
OTHER COSTS	1,134,919	1,230,669	(95,750)	108%
PROGRAM COSTS	7,854,382	8,712,612	(858,230)	111%
INDIRECT	4,918,173	4,458,805	459,368	91%
TOTAL	61,574,517	53,648,211	7,926,306	87%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,972,150	2,929,454	1,042,696	74%
BENEFITS	1,132,141	761,356	370,785	67%
TRAVEL	98,318	109,509	(11,191)	111%
SPACE COST	698,065	1,044,288	(346,223)	150%
SUPPLIES	310,315	432,850	(122,535)	139%
EQUIPMENT	-	483,084	(483,084)	Not budgeted
CONSULTANT/CONTRACT SERVICES	594,403	405,373	189,030	68%
OTHER COSTS	392,841	427,469	(34,628)	109%
PROGRAM COSTS	1,451,836	1,361,135	90,701	94%
INDIRECT	728,776	588,079	140,697	81%
TOTAL	9,378,845	8,542,596	836,249	91%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,936,728	1,382,981	553,747	71%
BENEFITS	443,603	321,636	121,967	73%
TRAVEL	62,566	17,118	45,448	27%
SPACE COST	228,147	181,226	46,921	79%
SUPPLIES	95,424	56,590	38,834	59%
EQUIPMENT	8,603	-	8,603	0%
CONSULTANT/CONTRACT SERVICES	1,623,380	757,459	865,921	47%
OTHER COSTS	796,060	478,967	317,093	60%
PROGRAM COSTS	722,281	224,066	498,215	31%
INDIRECT	590,819	332,656	258,163	56%
TOTAL	6,507,611	3,752,700	2,754,911	58%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,352,398	1,747,287	1,605,111	52%
BENEFITS	801,121	392,326	408,795	49%
TRAVEL	33,264	40,838	(7,574)	123%
SPACE COST	687,660	686,781	879	100%
SUPPLIES	483,773	217,103	266,670	45%
EQUIPMENT	33,750	93,653	(59,903)	277%
CONSULTANT/CONTRACT SERVICES	275,443	164,107	111,336	60%
OTHER COSTS	153,543	377,640	(224,097)	246%
PROGRAM COSTS	1,276,858	168,998	1,107,860	13%
INDIRECT	690,452	362,991	327,461	53%
TOTAL	7,788,262	4,251,725	3,536,537	55%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,193,191	876,846	316,345	73%
BENEFITS	334,364	244,488	89,877	73%
TRAVEL	28,920	21,078	7,842	73%
SPACE COST	168,480	269,525	(101,045)	160%
SUPPLIES	80,157	90,231	(10,074)	113%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	285,610	67,541	218,069	24%
OTHER COSTS	49,420	45,382	4,038	92%
PROGRAM COSTS	30,667	86,184	(55,517)	281%
INDIRECT	517,047	161,475	355,572	31%
TOTAL	2,687,856	1,862,750	825,106	69%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	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	71	18,079	0%
SPACE COST	2,200	2,353	(153)	107%
SUPPLIES	19,000	1,620	17,380	9%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	62,500	80,731	(18,231)	129%
OTHER COSTS	44,410	16,112	28,298	36%
PROGRAM COSTS	-	-	-	0%
INDIRECT	25,843	15,067	10,776	58%
TOTAL	284,270	172,728	111,542	61%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2021/22
BUDGET TO ACTUAL - 03/01/21 TO 01/31/22 (11 OF 12 MONTHS = 91.66%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,471,110	\$ 5,919,073	79.2%	\$ 1,552,037
Expenditures				
Salaries	3,983,144	3,333,419	83.7%	649,725
Benefits @ 23.6% actual	<u>931,312</u>	<u>749,451</u>	<u>80.5%</u>	<u>181,861</u>
Total Personnel Costs	4,914,456	4,082,870	83.1%	831,586
Operating Costs				
Travel	62,350	36,226	58.1%	26,124
Space Costs	206,370	268,310	130.0%	(61,940)
Supplies	150,200	129,063	85.9%	21,137
Equipment	196,000	216,730	110.6%	(20,730)
Consultant/Contract	956,000	714,552	74.7%	241,448
Other Operating Costs	<u>352,750</u>	<u>525,103</u>	<u>148.9%</u>	<u>(172,353)</u>
Total Operating Costs	1,923,670	1,889,984	98.2%	33,686
Total Expenditures	<u>\$ 6,838,126</u>	<u>\$ 5,972,853</u>	<u>87.3%</u>	<u>\$ 865,273</u>
Excess (Deficit) Indirect Revenue	<u>\$ 632,984</u>	<u>\$ (53,780)</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,262,307	\$ 1,010,697	80.1%	\$ 251,610
Operations	2,324,790	2,063,514	88.8%	261,276
Executive	1,133,815	1,057,937	93.3%	75,878
Program Administration	330,664	232,442	70.3%	98,222
Finance	<u>1,786,550</u>	<u>1,608,263</u>	<u>90.0%</u>	<u>178,287</u>
	<u>\$ 6,838,126</u>	<u>\$ 5,972,853</u>	<u>87.3%</u>	<u>\$ 865,273</u>

Prepared Date: 1/13/2022