



DATE: June 26, 2024
TIME: 12:00 pm
LOCATION: KCSOS City Centre, Room 1B
1300 17th St.
Bakersfield, CA 93301

Board of Directors Meeting Agenda

I. Call to Order

- a. Moment of Silence / Pledge of Allegiance (Please Stand)
- b. Reading of the Promise of Community Action (Please Stand)

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

- c. Roll Call

Fred Plane (Chair)
Maritza Jimenez (Vice Chair)
Ana Vigil (Secretary)
Michelle Jara-Rangel (Treasurer)
Denise Boshers

Jimmie Childress
Mia Cifuentes
Fatima Echeverria
Jeff Flores
Curtis Floyd

Gina Martinez
Jonathan Mullings
Yolanda Ochoa
Guadalupe Perez
Lily Pimentel-Stratton

II. Introduction of Guests / Public Forum

The public may address the Board of Directors on items not on the agenda but under the jurisdiction of the Board. 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.

III. Consent Agenda

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

- a. **Minutes from May 29, 2024, Board of Directors Meeting (p. 4-7)**
- b. **Minutes from the June 5, 2024 Personnel Committee Meeting (p. 8-10)**
- c. Operations Division Salary Grade Adjustments (p. 11-85)
- d. Head Start Recruitment Incentive Extension (p. 86-88)
- e. Head Start Organizational Structure Revision (p. 89-90)
- f. Head Start Personnel Update (p. 91-92)
- g. **Minutes from the June 12, 2024, Program Review & Evaluation Committee Meeting (p. 93-96)**
- h. May 2024 Program Reports (p. 97-134)
- i. May 2024 Application Status Report & Funding Profiles (p. 135-138)
- j. May 2024 Head Start / State Child Development Division / Program Monthly Activity Report (p. 139-140)
- k. Goal Group 1 Update (p. 141-145)

- l. **Agenda Items from the June 18, Budget & Finance Committee Meeting (p. 146-149)**
- m. Head Start / Early Head Start Budget to Actual Reports for April 30, 2024 **(p. 150-163)**
- n. 211 Call Center – United Way of Tulare County FY 2024-2027 Service Agreement **(p. 164-169)**
- o. Renewal Contract: US Department of Housing and Urban Development (HUD) and Coordinated Entry System (CES) **(p. 170-176)**
- p. County of Kern Public Health Department COVID-19 Isolation Accommodation Agreement **(p. 177-188)**
- q. Contract for Services for Energy Weatherization: Econo West, Inc.; HD Maintenance; Oasis Solar; and PLS System Services **(p. 189-298)**
- r. Migrant Childcare Program Equipment Inventory **(p. 299-309)**

IV. **New Business**

- a. New Service Agreement: Homeless Housing Assistance and Prevention Program (HHAP 3) Bakersfield Kern Regional Homeless Collaborative (BKRHC) - **Action Item (p. 310-328)** Rebecca Moreno, Director of Housing and Supportive Services
- b. San Joaquin County Office of Education (SJCCE) CSPP Initial Annual Contract – **Action Item (p. 329-356)** Yolanda Gonzales, Director of Head Start / State Child Development
- c. San Joaquin County Office of Education (SJCCE) CCTR Annual Contract Renewal - **Action Item (p. 357-384)** Yolanda Gonzales, Director of Head Start / State Child Development
- d. April 2024 Financial Reports – **Action Item (p. 385-489)** Tracy Webster, Chief Financial Officer
- e. Risk Insurance Update – **Info Item (p. 490)** Emilio Wagner, Chief Facilities & Technology Officer

V. **CAPK Foundation Board Report**

- a. CAPK Foundation Report - **Action Item (p. 491-500)** Catherine Anspach, Director of Development
 - 1. Minutes from the March 26, 2024 Meeting
 - 2. Foundation Financial Reports through April 20, 2024

VI. **Advisory Board Reports**

- a. Head Start Policy Council Report – **Action Item (p. 502-507)** Fatima Echeverria, PC Representative
 - i. June 2024 Policy Council Report
 - ii. Minutes from May 28, 2024
- b. Friendship House Community Center Advisory Board Report – **Info Item (p. 508-510)** Lois Hannible, FHCC Program Administrator

VII. **Chief Executive Officer Report – Info Item (Verbal Report)**

- a. Update on State of California Budget & Potential Impacts on CAPK Programs Jeremy Tobias, Chief Executive Officer
- b. Update on Business Cards for Board Members

VIII. Board Member Comments

IX. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, August 21, 2024
KCSOS City Centre, Conference Room 1B
1300 17th St.
Bakersfield, CA 93301

X. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18th Street, Bakersfield, CA and online at www.capk.org by 12:00 pm, June 21, 2024. Paula Daoutis, Executive Assistant.



DATE	May 29, 2024
TIME	12:00 pm
LOCATION	KCSOS City Centre, Room 1B 1300 17 th St. Bakersfield, CA 93301

Board of Directors Meeting Minutes

I. Call to Order

Chairman Fred Plane called the meeting to order at 12:07 pm KCSOS City Centre Building, Room 1B, located at 1300 17th Street, Bakersfield, CA.

a. Roll Call was taken with a quorum present:

Present: Fred Plane (Chair), Maritza Jimenez (Vice Chair), Ana Vigil (Secretary), Michelle Jara-Rangel (Treasurer)(left at 1:10 pm), Denise Boshers, Mia Cifuentes, Fatima Echeverria, Jeff Flores, Gina Martinez (left at 12:59 pm), Jonathan Mullings, Yolanda Ochoa,

Absent: Jimmie Childress, Curtis Floyd, Guadalupe Perez, Lily Pimentel-Stratton

Others present: Jeremy Tobias, Chief Executive Officer; Pritika Ram, Chief Business Development Officer; Emilio Wagner, Chief Facilities & Technology Officer; Tracy Webster, Chief Financial Officer; Gabrielle Alexander, Director of Finance; Catherine Anspach, Director of Development; Freddy Hernandez, Director of Youth & Community Services; other CAPK staff.

II. Introduction of Guests / Public Forum

None

III. Special Presentation

Savannah Oates presented a slideshow presentation of photos taken at the 2024 Staff Development Day on April 25th and also shared the new CAPK Program Video.

IV. Consent Agenda

Board Chair Fred Plane asked members of the Board, and the public, if they would like to remove any items from the Consent Agenda for further discussion. No items were removed.

Motion was made and seconded to approve all items on the Consent Agenda. Carried by unanimous vote (Jimenez/Flores).

V. New Business

a. Selection of Insurance Broker – Emilio Wagner, Chief Facilities & Technology Officer – **Action Item**

Emilio Wagner presented the above action item for approval and reported Workers Comp renewal is due by August 1st. With insurance costs on the rise, staff felt it necessary to reevaluate the current broker and realign with a firm to build a partnership. Staff followed the RFP protocol and assembled a committee to review and score the firms that responded to the RFP request. After scoring the 3 submittals, Insurica was awarded the

highest number of points and selected as the new insurance broker for property & casualty, as well as for workers compensation.

Fred Plane said he was a member of the selection committee and will abstain from voting but added that all 3 firms would have been a good fit but one of the favorable features about Insurica is that they have a local office.

Motion was made and seconded to approve staff's recommendation. Carried by a vote of 9 in favor and 1 abstention by Fred Plane. (Jimenez/Cifuentes).

- b. Resolution to Change Pension Trustee for 401(a) Plan and 403(b) from Charles Schwab to Nationwide Trust Company – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item for approval and reminded the Board that in August of 2023, the Board approved a change in pension plans from The Standard to Nationwide. From the time of approval, CAPK leadership staff have been meeting with Nationwide to coordinate and facilitate the transition, with the expected completion date at the end of August 2024. Tracy also reported that both the 401(a) and 403(b) plans require Board Resolutions for the adoption of the pension plans and is requesting approval for the adoption of both plans and associated Resolutions.

Jeremy Tobias added that our plan advisor Pensionmark stays in place with Tom Ming at the helm, who led the effort to obtain bids. Jeremy further stated that the fee reductions will directly benefit CAPK employees and enable them to enhance their retirement plans.

Denise Boshers asked if Pensionmark provides education for the plans. Tracy Webster confirmed that Pensionmark provides monthly training to the employees and added that the employees can take loans on their own funds, but not on the employer contributions. All employee loans are administered through our provider. Tracy also verified that the percentages of contributions by CAPK will not change.

Yolanda Ochoa asked if we know the total number of employees that are taking part in the retirement plan. Tracy replied that they do have that information, but it was not readily available at this time.

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

- c. March 2024 Financial Reports – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item for approval and stated that we did not draw from the line of credit and identified highlights from the March report. Salaries and benefits are underspent, due to the timing of the recording of expenses, but will be evened out by the end of May. Tracy reported that agency expenditures are currently at 6% for the year, which is aligned with the goal of 8.3%. The Indirect Fund budget to actual report for March month end showed that revenue is excess expenditures by \$114,482, which is 29.4% of the budgeted indirect surplus. Overall expenditures are 5.6% of the budget and less than the target of 8.3%.

Fred Plane asked how the MCAP program will fare in regard to the looming State Budget cuts. Tracy replied that the contract is still in negotiations, and we do not have any final answers at this point, but some early communication indicates that we may receive the same level of funding, which is \$29 million. We will have to wait to see what happens after July to see if that holds true. Jeremy Tobias feels the base budget of \$29 million is safe at this time, but we will have to see if any cuts are expected in the future.

Motion was made and seconded to approve the March 2024 Financial Reports. Carried by unanimous vote (Jara-Rangel/Boshers).

VI. Advisory Board Reports

- a. Head Start Policy Council Report – Fatima Echeverry, Policy Council Representative – **Action Item**

Fatima Echeverry presented the above action item for approval and noted that a new Policy Council Secretary was elected.

Motion was made and seconded to approve the Head Start Policy Council report and all items. Carried by unanimous vote (Flores/Jara-Rangel).

VII. Chief Executive Officer Report

- a. State Budget – Jeremy Tobias, Chief Executive Officer – **Info Item**

Jeremy Tobias provided an update on the State of California Budget and the numerous programs that will be affected. The State budget is in bad shape and the upcoming budget package will have reductions that will likely impact some of our programs, but as of now, we don't know what the outcome will be. There is a fairly good chance the state legislators could adopt a placeholder or mock budget in order to meet their constitutional deadline, and so there is no stoppage of services. But in that scenario the follow-up second budget may include more significant budget cuts. Because it is unknown at this time which of our programs will be impacted, we will have to move quickly to make our adjustments once the budget is approved, especially if reductions are enacted to take place on July 1st. I expect that there will be a significant update by the June 26th Board meeting and may even require action by the Board to amend budgets or contracts.

Maritza Jimenez asked if we would have to lay off staff or use reserve funds. Jeremy said it depends on the size and scope of any reductions. Even if we have to eliminate positions, we could possibly move people around to other openings in the agency, but if we are able to do that there may be some layoffs. Also, some programs may be eliminated entirely, and again, we would try to move employees around. Regarding the reserves, we really don't have adequate reserves to operate our programs in place of state or federal funding. Our agency-wide payroll is roughly \$2million per two-week pay period. Our cash reserves could cover about one or two payroll cycles. It is simply not sustainable to use reserves for anything but a very short-term emergency.

Maritza Jimenez also asked how we are informing employees about the status of the state budget. Jeremy replied that we are thinking about starting some program meetings next week to inform staff, and the leadership staff have started discussions on how to maneuver people around into other openings. Fred Plane said that a good chunk of our money is federal, and some of that passes through the state, such as the WIC program. Jeremy agreed but said he is cautious about how the state uses the federal money and nothing is guaranteed. Also, some of our federal funding comes directly from the federal government, so we are not 100% reliant on the state passing it through to us.

Gina Martinez asked if leadership staff is working through scenarios about the programs and carryover money. Jeremy said some funding may be available for a short period of time but then cut later. We expect to have a more detailed answers by June and are hoping that the cuts to our programs will be minimal.

Jeremy also announced that with the recent special election, Assemblymember Fong was named Congressman, replacing Kevin McCarthy, and flipping the CAPK Board seat to Assembly District 35, with Assemblymember Bains. Mia Cifuentes, who was appointed by Assemblymember Fong, has expressed her interest in being reappointed by Assemblymember Bains, but we will have to see what Assemblymember Bains decides, meaning this could possibly be Mia's last meeting, however, Mia will continue to sit in the seat until the appointment is made.

VIII. Board Member Comments

Anna Vigil complimented Savannah Oates on the success of the Staff Development Day and also said her staff did a great job creating the video from the photos taken that day.

Denise Boshers thanked Vanessa Mendoza for the Smartie Training opportunity, and also thanked Emilio Wagner and staff for the data needs and expressed interest in obtaining board feedback.

IX. Closed Session

Motion was made and seconded to enter into Closed Session at 12:55 pm. Carried by unanimous vote (Vigil/Jara-Rangel).

- a. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION - (Government Code Section 54956.9(b)(1)) Number of cases: One (1) - in the opinion of the legislative body and on advice of its legal counsel, there is a significant exposure to litigation if matters related to specific facts and circumstances are discussed in open session.

Motion was made and seconded to reconvene into Open Session at 1:28 pm. Carried by unanimous vote (Vigil/Ochoa).

X. Closed Session Report

Jeremy Tobias reported that CAPK's legal counsel made a presentation to the Board and no reportable action was taken.

XI. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, June 26, 2024
KCSOS City Centre, Conference Room 1B
1300 17th St.
Bakersfield, CA 93301

XII. Adjournment

The meeting was adjourned at 1:29 pm.



DATE: June 5, 2024
TIME: 12:00 PM
LOCATION: CAPK Administrative Office
Executive Conference Room
1300 18th Street, 3rd Floor
Bakersfield, CA 93301

Personnel Committee Minutes

1. Call to Order

Committee Chair Maritza Jimenez called the meeting to order at 12:02 PM at the Community Action Partnership of Kern Administrative Office, located at 1300 18th Street, 3rd Floor, Bakersfield, CA.

2. Roll Call

Roll Call was taken with a quorum present.

Present: Maritza Jimenez (Chair), Jonathan Mullings, Lily Pimentel-Stratton, and Guadalupe Perez

Absent: None

Others present: Louis Gill, Chief Program Officer; Emilio Wagner, Chief Facilities and Technology Officer; Lisa McGranahan, Director of Human Resources; Susana Magana, Director of Health & Nutrition; and other CAPK staff.

3. Public Comments

No one addressed the Committee.

4. New Business

- a. Operations Division Salary Grade Adjustments – Emilio Wagner, Chief Facilities and Technology Officer – **Action Item**

Emilio Wagner presented the above action item for approval and reported that the Operations Division has been working with the Human Resources staff to adjust titles and job descriptions within the division to add consistency among all CAPK positions. A summary of proposed changes was included in the agenda packet for review.

Guadalupe Perez inquired if the new position Director of Facilities will remain under the Chief. Emilio confirmed that is correct.

Maritza Jimenez inquired if the employees have been notified of the changes. Emilio responded that the Operations leadership team has had conversations with employees and will communicate all the appropriate changes once approved by the Board.

Maritza Jimenez asked whether the changes involve adding more responsibilities or merely adjusting grades. Emilio clarified that while some individuals will receive additional duties, most of the adjustments are intended to ensure equity across the agency.

Guadalupe Perez asked Emilio if he is comfortable with the Director of Facilities job description at the current grade. Emilio was affirmative in his response, noting that it is on par with the job descriptions of other directors within the agency.

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

b. Head Start Recruitment Incentive Extension – Jerry Meade, Assistant Head Start Director, Program – **Action Item**

Jerry Meade presented the above action item for approval and requested approval to extend the recruitment incentive as it has shown a progressive incline in the number of applications received for qualified positions.

Guadalupe Perez inquired if we have exhausted those funds. Jerry Meade replied no, and we are still within the budget. Until all positions are filled, Head Start will have funds available to support this effort. The funding will remain available as long as there are open positions.

Lily Pimentel-Stratton asked if the incentive has impacted the opening of new classrooms. Jerry Meade responded that it has supported it and starting July 1st, the reorganization of teaching staff will begin, leading to staff adjustments at the beginning of the school year. We will have six locations with open classrooms, while the rest will be fully staffed. Onboarding efforts will continue to fill additional vacancies, with a goal of achieving full enrollment by November. Notably, last month we saw more onboarding and fewer departures.

Guadalupe Perez inquired about the percentage of employees who do not return after summer. Jerry Meade responded that there is no specific percentage as it tends to be random. However, we anticipate a lower turnover compared to previous years due to the new salary range and the inclusion of Kaiser and the fourth tier (single parent tier) in our healthcare offerings.

Maritza Jimenez asked if we have data on the dollar amount invested in incentives. Jerry Meade responded that a total of \$84,750 has been paid out, with 46 individuals receiving incentives. Out of those 46, only two have left the organization.

Maritza Jimenez inquired about the projected numbers through the end of December and asked if there is a specific request or is this an open plan. Jerry Meade responded that we expect to save a similar amount from salary savings. As long as these positions remain vacant, our budget will continue to accrue savings monthly. We anticipate doubling these savings by the end of the period and confirm that funds will be available through December. We will continue to monitor the situation.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Pimentel-Stratton/Perez).

c. Head Start Organizational Structure Revision – Jerry Meade, Assistant Head Start Director, Program - **Action Item**

Jerry Meade presented the above action item for approval and is proposing a change to the organizational structure related to the addition of the Family Child Care program option and revisions to the Home Base Department. Jerry reported that revisions included in the proposed organizational change will have a slight financial impact as there are budgeted positions for each roll. Any fiscal impact will be included in the 2024 Head Start Budget Revision to be presented to the Budget & Finance Committee later this year.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Perez/Pimental-Stratton).

d. Head Start Personnel Update – Robert Espinosa, Program Design and Management Administrator – ***Info Item***

Jerry Meade presented the above informational item and reported that the Office of Head Start (OHS) approved the reduction and conversion as presented, so when staff returns in August, the 98 vacant positions will be restructured. As a result, you will notice a decrease in our vacancy rate. The supporting documentation will reflect changes in closed classrooms due to the reorganization caused by staff adjustments.

Jerry Meade asked the Committee what specific information they would like to see and said the team can focus on facilities with closed classrooms. The Committee has requested a quarterly detailed report. Therefore, in July and September, we will provide a comprehensive view, and moving forward, we will alternate between quarterly detailed reports and monthly high-level summaries.

Maritza Jimenez asked about the closed classrooms and who has decided which offices are closed. Jerry Meade responded that these classrooms were previously closed, and now we are anticipating some of them will reopen.

Maritza Jimenez inquired about the upcoming job fair and if we're promoting all open positions. Jerry Meade responded that it is an all-agency job fair.

5. Committee Member Comments

Guadalupe Perez expressed gratitude to Human Resources for their dedicated efforts in the CompEase process.

6. Next Scheduled Meeting

Personnel Committee
12:00 pm
August 6, 2024
1300 18th Street, 3rd Floor
Bakersfield, CA 93301

7. Adjournment

The meeting was adjourned at 12:36 PM.



MEMORANDUM

To: Personnel Committee

From: Emilio G. Wagner, Chief Facilities & Technology Officer

Date: June 5, 2024

Subject: *Agenda Item 4(a)*: Operations Division Salary Grade Adjustments – **Action Item**

Operations has been working with Human Resources to adjust titles and revise job description with the overall goal of adding consistency among all CAPK positions. With the finalized revisions the job descriptions underwent a review through the CompEase salary grading tool to ensure that positions are paid market wages.

As a result of this analysis, fair and equitable compensation for all positions based on competencies was established. The goal of this restructuring is to ensure that wages are in line with the market, which will allow for the retention of our high performing staff and recruitment of experienced talent. Ultimately, the restructuring will enhance the division's ability to meet the evolving needs of CAPK and its clients. One of the more notable changes is the Assistant Operations Director position is being retitled to Director of Facilities. The position will still assume the same responsibilities as in the past.

Summary of Proposed Changes

Below is a description of the proposed position changes and fiscal sustainability:

Position Title	Proposed Changes	Current Grade	Proposed Grade
Administrative Coordinator	No changes	9 Min: \$24.21 Mid: \$30.30 Max: \$36.36	-
Assistant Risk Manager	Grade and responsibilities changes.	9 Min: \$24.21 Mid: \$30.30 Max: \$36.36	11 Min: \$32.05 Mid: \$40.06 Max: \$48.07
Director of Facilities	Formerly Assistant Director of Operations; grade and responsibilities changes.	13 Min: \$42.37 Mid: \$52.96 Max: \$63.55	16 Min: \$64.45 Mid: \$80.54 Max: \$96.66
Drafting/GIS Project Supervisor	Formerly Drafting/GIS Specialist. Grade, education requirements, and responsibilities changes.	10 Min: \$27.88 Mid: \$34.83 Max: \$41.80	-

Facilities Coordinator	Formerly Facilities Specialist. Grade and responsibilities changes.	8 Min: \$21.09 Mid: \$26.34 Max: \$31.61	9 Min: \$24.21 Mid: \$30.30 Max: \$36.36
Facilities Manager	Grade and responsibilities changes.	10 Min: \$27.88 Mid: \$34.83 Max: \$41.80	12 Min: \$36.85 Mid: \$46.05 Max: \$55.27
Information Technology (IT) Administrator	Grade, supervision exercised, and responsibilities changes.	12 Min: \$36.85 Mid: \$46.05 Max: \$55.27	14 Min: \$48.72 Mid: \$60.91 Max: \$73.10
Information Technology (IT) Infrastructure Manager	Grade and responsibilities changes.	11 Min: \$32.05 Mid: \$40.06 Max: \$48.07	12 Min: \$36.85 Mid: \$46.05 Max: \$55.27
Information Systems (IS) Business Analyst I	Responsibilities changes.	10 Min: \$27.88 Mid: \$34.83 Max: \$41.80	-
Information Systems (IS) Business Analyst II	Responsibilities changes.	11 Min: \$32.05 Mid: \$40.06 Max: \$48.07	-
Information Systems (IS) Manager	Grade, supervision exercised, education, and responsibilities changes.	11 Min: \$32.05 Mid: \$40.06 Max: \$48.07	12 Min: \$36.85 Mid: \$46.05 Max: \$55.27
Information Technology (IT) Manager	Supervision exercised and responsibilities changes.	12 Min: \$36.85 Mid: \$46.05 Max: \$55.27	-
Maintenance Supervisor	Grade and responsibilities changes.	9 Min: \$24.21 Mid: \$30.30 Max: \$36.36	10 Min: \$27.88 Mid: \$34.83 Max: \$41.80
Network Engineer	Supervision exercised and responsibilities changes.	10 Min: \$27.88 Mid: \$34.83 Max: \$41.80	-
Risk Manager	Grade and responsibilities changes.	10 Min: \$27.88 Mid: \$34.83 Max: \$41.80	12 Min: \$36.85 Mid: \$46.05 Max: \$55.27
Service Desk Supervisor	Formerly Service Desk Lead. Supervision exercised and responsibilities changes.	10 Min: \$27.88 Mid: \$34.83 Max: \$41.80	-
Technical Support Specialist I	Formerly Information Systems Specialist I. Responsibilities and title changes.	8 Min: \$21.09 Mid: \$26.34 Max: \$31.61	-
Technical Support Specialist II	Formerly Information Systems Specialist II. Responsibilities and title changes.	9 Min: \$24.21 Mid: \$30.30 Max: \$36.36	-

Fiscal Impact and Timeframe

The updated job descriptions have been reviewed and approved by Human Resources. Employees whose positions have been reevaluated are compensated within the salary range corresponding to the new grade. The budget for 2024-25 has been adopted and approved by the Board, including projected salary increases.

Strategic Plan Impact

As part of the 2021-25 Strategic Plan, specifically under Goal 4: *CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results*, and as part of following objectives, the proposal supports staff development, growth, and retention:

- Objective 4.2: Increase employee engagement, morale, and retention.
 - o 4.2.1 Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts; (b) b) Complete development and consolidation of revised job descriptions.

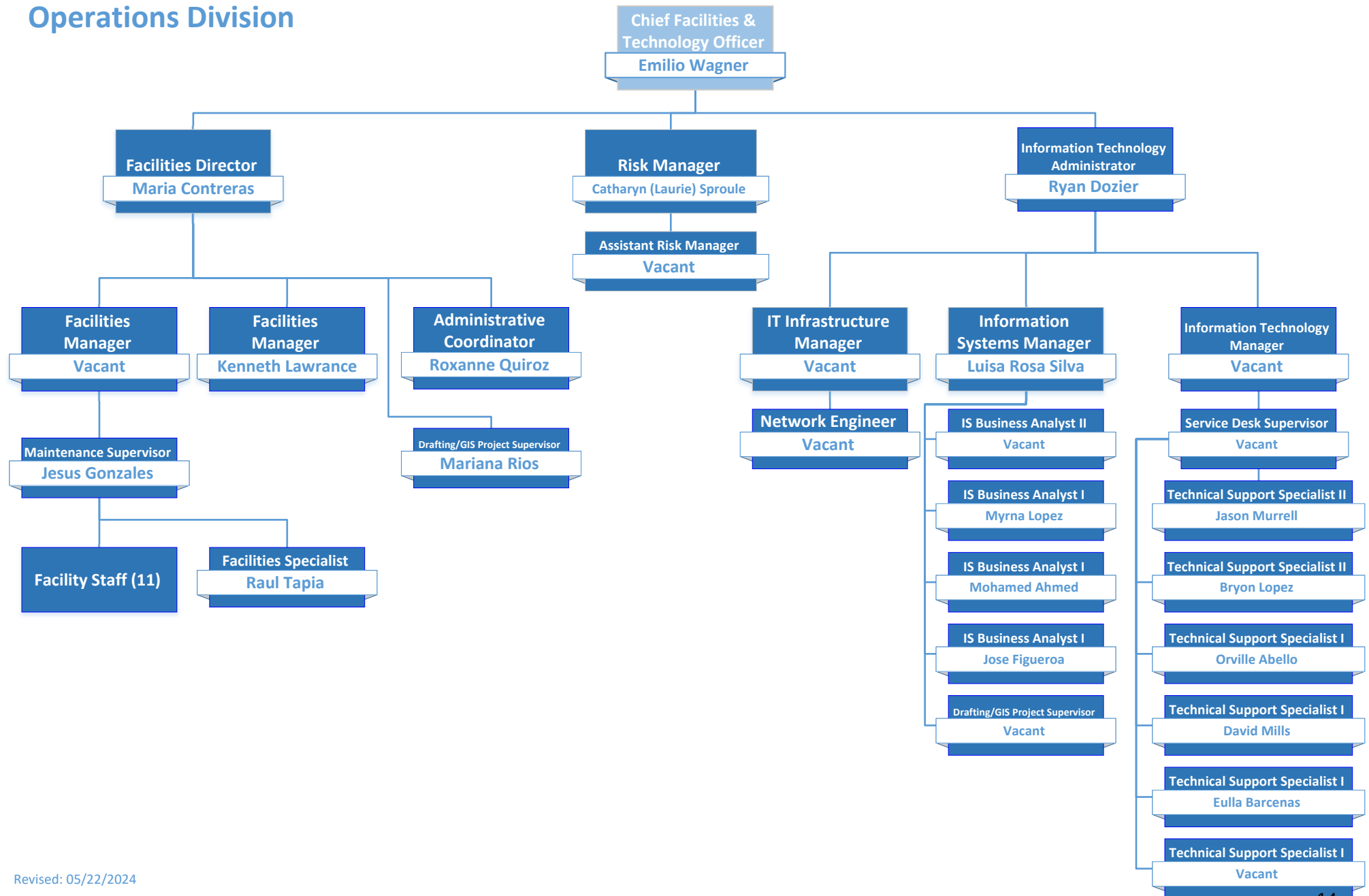
Recommendation:

Staff recommends the Personnel Committee approve the revisions to the Operations Division job descriptions and proposed salary grades assigned to each position.

Attachments:

Organizational Chart
Administrative Coordinator Job Description
Assistant Risk Manager Job Description
Director of Facilities Job Description
Drafting/GIS Project Supervisor Job Description
Facilities Coordinator Job Description
Facilities Manager Job Description
Information Technology Administrator Job Description
Information Technology Infrastructure Manager Job Description
IS Business Analyst I Job Description
IS Business Analyst II Job Description
IS Manager Job Description
IT Manager Job Description
Maintenance Supervisor Job Description
Network Engineer Job Description
Risk Manager Job Description
Service Desk Supervisor Job Description
Technical Support Specialist I Job Description
Technical Support Specialist II Job Description

Operations Division





Administrative Coordinator

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

Salary Range: Grade 09

FLSA Status: Non-Exempt

Date Approved: 09/27/2023

SUMMARY:

Under the direction of the Director of Facilities, performs sensitive and confidential administrative assistant/secretarial functions for the Director with special assistance to the Division's team. Maintains official records and provides administrative support to the Division.

SUPERVISION RECEIVED:

Receives supervision from Director of Facilities.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Performs a wide variety of duties for the Director that are complex, detailed, and highly confidential.
- Maintains official records system for the Division.
- Coordinates, plans, and serves as the primary point of contact for Director's management team meetings.
- Manages and coordinates the Director's calendar, meetings, phone calls, and other administrative tasks to help manage the priorities of the Director.
- Acts as the primary liaison for communication within the Agency's departments and responds to queries for general information.
- Provides general information to the public as required.
- Monitors budget for department managed by the Director.
- Prepares a variety of internal and external correspondence and completes forms and memos for distribution as needed.
- Reviews and assembles information and documents for Committee agendas in accordance with the Ralph M. Brown Act.
- Responsible for preparing committee packets and correspondence, takes minutes at various Board and Committee meetings, and transcribes into final minutes for distribution.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences as assigned.
- Performs any other like duties as assigned or as needed.
- Schedules and organizes activities such as meetings, training, and travel for the Director and staff.



MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Correspondence and report writing practices and procedures.
- Modern office practice, procedures, and equipment, including computers.
- Record-keeping and report writing techniques.
- Current problems of socially and economically challenged families.
- The contributions of parents and volunteers who may be non-professional.
- Word processing, spreadsheet, database, and other related software applications.
- Organizational and procedure principles and research techniques.
- Basic budgetary principles.
- Language translation and interpretation strategies and techniques.

Ability to:

- Deal with conceptual matters.
- Demonstrate excellent problem-solving skills.
- Communicate effectively, verbally and in writing.
- Communicate orally in public.
- Prepare official agendas, meeting minutes, and public and other legal notices.
- Compose professional letters, memos, reports, and a variety of internal and external correspondence.
- Organize and maintain office files, records, and logs.
- Work with minimal supervision.
- Maintain confidentiality of sensitive documents and information.
- Plan, organize, allocate, and control substantial resources.
- Exercise independent discretionary judgment in a professional manner.
- Demonstrate good interpersonal skills.
- Attend evening and weekend meetings.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.

EDUCATION AND EXPERIENCE:

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

- Completion of two (2) years of college or equivalent level course work in business or public administration, record management, or a related field
- Minimum of four (4) years of responsible administrative assistant work, including document and records management.
- Any combination of education and or experience that demonstrates a high degree of competency.



OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.
- Bilingual language fluency (English/Spanish) desirable.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

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



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

DRAFT



Assistant Risk Manager

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

Salary Range: 11

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under the direct supervision of the Risk Manager, the Assistant Risk Manager will assist in coordinating and performing functions of the CAPK's risk management and safety program, including occupational safety and health programs, liability claims, insurance programs, risk transfer and loss control, and Head Start Health & Safety.

SUPERVISION RECEIVED:

Receives direct supervision from Risk Manager.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job-Specific Duties:

- Assists in developing, implementing, and administering effective safety standards and programs for CAPK employees.
- Assists agency in establishing loss prevention programs, procedures, and in completing safety investigations and audits; works with employees in the field to identify unsafe working conditions or practices and recommends solutions to continuously improve the safety of CAPK facilities.
- Reviews and evaluates injury reports; analyzes loss and accident reports to identify potential hazards; coordinates with departments to identify employee safety exposure and implements necessary loss prevention measures.
- Monitors and assists in the development of modified work assignments to facilitate the return to work of injured employees and conducts Interactive Process Meetings.
- Performs ergonomic assessments and provides recommendations for correction and improvement.
- Assists the Risk Manager in identifying general liability exposures and necessary loss prevention measures; makes recommendations to correct or control liability exposures.
- Assists in coordinating the CAPK's safety program; participates and/or facilitates the Operational Risk Management Committee and may prepare agendas, reports and maintain minutes.
- Assists with coordinating safety training related to mitigating losses and assists divisions/departments with maintaining annual training calendars as needed.
- Researches, prepares statistics, and provides analysis and recommendations related to risk management programs.



- Ensures safety program is following Cal-OSHA mandates and updates written Cal OSHA Programs as needed.
- Participates in tracking safety initiatives or programs such as Injury and Illness Prevention Program, Safety Training, and Safety Data Sheets (SDS).
- Assists in reviewing contracts, agreements, and insurance policies to determine applicable coverage.
- Assists with gathering data for preparation of insurance applications and assists with annual insurance policy renewals.

Other Job-Specific Duties:

- Conducts and attends meetings, training, and professional growth activities, as required.
- Works alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Safety regulations and practices involved in operations and safety laws regarding the public sector.
- Administrative practices and procedures involved in insurance and risk management programs, claims investigations, and processing.
- Principles and practices of various insurance policies.
- Basic medical terminology related to safety and risk policies and practices.
- Pertinent federal, state, and local laws, codes, and regulations.
- Principles and practices of record keeping.
- Principles of effective presentation and public speaking.
- Customer service and public relations methods and techniques.
- Office procedures, methods, and equipment, including computers and applicable software.
- Agency policies and procedures.

Ability to:

- Understand, interpret, and explain the application of policies, procedures, and requirements pertaining to assigned areas of responsibility.
- Interpret and explain CAPK's workers' compensation or general liability policies and procedures.
- Implement and administer safety programs and safety-related training activities.
- Analyze problems, evaluate alternatives, and make sound, appropriate recommendations.
- Establish, foster, and maintain effective working relationships with internal and external stakeholders.
- Gather, research, analyze, organize, and disseminate data.
- Exercise sound independent judgment and initiative within established guidelines.
- Plan and organize work to meet changing priorities and deadlines.



- Prepare clear, concise, and accurate analytical reports, correspondence, and other written materials.
- Effectively present to large groups of individuals.
- Exercise tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues and employee situations.
- Operate a computer using relevant word processing and spreadsheet software.
- Communicate effectively, verbally and in writing.
- Supervise employees effectively to achieve professional and organizational goals.
- Work collaboratively and effectively lead a team.

EDUCATION AND EXPERIENCE:

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

- High School Diploma or equivalent, plus four (4) years demonstrated experience in safety and/or building maintenance/construction.
- Bilingual language fluency (English/Spanish) preferred, but not required.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

- Noise level is quiet to moderately quiet.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Assistant Risk Manager				
ACTIVITY	(HOURS PER DAY)	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		



Kneeling		X	
Crawling	X		
Twisting (neck)			X
Twisting Waist			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Director of Facilities

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

Salary Range: Grade 16

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under general direction of the Chief Facilities & Technology Officer, the Director of Facilities is responsible for coordinating space planning, alteration, construction, and repair projects for facilities owned and/or leased space, including all new construction, remodeling, and standardizing furnishings and finishes.

SUPERVISION RECEIVED:

Receives supervision from the Chief Facilities & Technology Officer.

SUPERVISION EXERCISED:

Directly supervises Facilities Manager, Drafting/GIS Project Supervisor, and Administrative Coordinator.

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Supervise and provide leadership to staff associated with the Facilities Department.
- Meets with all related professionals required to plan and construct new facilities and improve existing sites.
- Provides managerial direction and control of department activities. Plans, directs, and reviews the activities and operations of the department.
- Inspects buildings and office areas to evaluate suitability for occupancy.
- Coordinates design layout showing location of furniture, equipment, doorways, electrical and telephone outlets, network, and other facilities amenities.
- Prepares cost estimates for facility improvements and furnishing options.
- Assists in the planning, organizing, and evaluating acquisition, planning design, and construction projects for CAPK facilities.
- Initiates and conducts space planning studies.
- Maintains and develops furniture standards and coordinates furniture purchases.
- Advises departments on feasibility of desired expansion or modification projects and recommend changes to requests, as appropriate.
- Assists in the preparation and coordination of building plans and specifications for CAPK projects.
- Provides general supervision and inspection of facilities projects as necessary, including monitoring work in progress, visiting project sites, and meeting with contractors to review progress, identify and resolve problems, and review and approve proposed change orders to avoid time delays and cost overruns.



- Prepares project schedules and timelines.
- Extensive interaction with staff and departments, local vendors, consultants, and manufacturer representatives.
- Plans and coordinates move and relocation of staff and divisions, including reviewing site readiness and resolution of moving issues.
- Develops and requests documentation for funding applications to include but not limited to title reports, Phase I Environmental Assessment, Project budget, and schematics.
- Develops and tracks facility improvement and maintenance budgets.
- Manages facility issues affecting building tenants and leased property.
- Maintains a deferred maintenance schedule for all facilities and works with program leaders to incorporate improvement costs into their department budgets.
- Plans, supervises, and coordinates the preventative maintenance of facility systems and services.
- Develops and maintains a replacement program for a variety of motorized vehicles and heavy equipment.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences.
- Provides training as assigned.
- Maintains a safe and functional work environment.
- Works alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and other related software applications.
- Principles and practices of finance, real estate financing, and economic development.
- Davis-Bacon Act.

Ability to:

- Solve problems effectively and efficiently.
- Deal with conceptual matters.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively, verbally and in writing.
- Effectively present program information to the public.
- Work independently with little direction.
- Meet schedules and timelines.
- Plan, develop, and present mixed media presentations.
- Write creatively and clearly for general and specialized audiences.
- Maintain and organize a variety of files, records, and logs.



- Supervise employees effectively to achieve professional and organizational goals.
- Work collaboratively and effectively lead a team.
- Plan and organize work.
- Compose clear, concise reports and recommendations.
- Analyze situations accurately and adopt an effective course of action.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in business administration, public administration, planning, construction, or a closely related field preferred.
- Four (4) years' experience in facility planning.
- Possession of General Contractors License preferred.
- Certification as Playground Safety Inspector preferred.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Director of Facilities				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	



Crawling	X		
Twisting (neck)			X
Twisting (waist)			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Drafting/GIS Project Supervisor

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

Salary Range: 10

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

Under the general direction of the Director of Facilities, the Drafting/GIS Project Supervisor is responsible for coordinating space planning, alteration, schematic maintenance, develops and maintains all facets of Geographic Information System (GIS); performs spatial analytical work; performs database manipulation; develops and maintains standards for base map and associated layers, and develops custom informational maps.

SUPERVISION RECEIVED:

Receives supervision from the Director of Facilities

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Knowledge of Autodesk Revit or other Building Information Modeling (BIM) applications.
- Oversight and supervision of projects related to producing finished plans and drawings from rough sketches, diagrams, and field notes; assist with mathematical calculations of quantities and costs; prepare clear and accurate notes, diagrams, drawings, and reports.
- Plan and coordinate drafting and GIS projects, ensuring that objectives, timelines, and budgets are clearly defined and met.
- Develop and maintain project schedules, tracking progress and adjusting plans as necessary to meet deadlines.
- Responsible for field verifying conditions and understanding of basic methods and means of construction.
- Communicate with stakeholders to understand project requirements, provide updates, and address any concerns or issues.
- Oversight and supervision of projects related to using architectural CAD software to produce floor plan and remodeling plans; designs computer-generated displays, charts, and graphs; develops spreadsheets and word processing for budgetary and file management tasks.
- In coordination with the Director of Facilities, plans relocations, alterations, modifications or construction of facilities or related needs.
- Develops project scopes for bidding purposes.
- Knowledge of: GIS products, techniques, procedures, and concepts; at least two of the following GIS programs: ArcGIS, ArcGIS Server, or other GIS Application (such as Intergraph, GeoMedia, or MapInfo).



- Basic knowledge of or ability to learn one or more of the following programming languages: Visual Basic, VBA, VB.NET, C#.NET, C++, or a scripting language (such as python or VB script); SQL (Structured Query Language).
- Meet with users to define data needs, project requirements, required outputs, or to develop applications.
- Compile geographic data from a variety of sources including censuses, field observation, satellite imagery, aerial photographs, and existing maps.

Other Job Specific Duties:

- Attends all meetings, training, and conferences as well as provides training as assigned.
- Maintains a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned or as needed.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment including computers.
- Word processing, spreadsheet, database, and other related software applications.

Ability to:

- Solve problems independently, effectively, and efficiently.
- Deal with conceptual matters.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively verbally and in writing.
- Demonstrate good interpersonal skills.
- Effectively present program to the public.
- Work independently with little direction; meet schedules and timelines.
- Plan, develop, and present mixed media presentations.
- Write creatively and clearly for general and specialized audiences.
- Maintain and organize a variety of files, records, and logs.
- Supervise employees professionally to achieve their goals and be self-motivating.
- Plan and organize work; compose clear, concise reports and recommendations.
- Analyze situations accurately and adopt an effective course of action.

EDUCATION AND EXPERIENCE:

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

- High School Diploma or G.E.D. equivalent and four (4) years of experience in computer-aided drafting, or two (2) years of college course work in computer-aided drafting and two (2) years of hands-on work experience in related field



- Any equivalent combination of education, training and experience which provides the capabilities to perform the described duties.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Drafting/GIS Project Supervisor				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X
Power Grasping (right hand)			X	
Power Grasping (left hand)			X	
Fine Manipulation (right hand)				X
Fine Manipulation (left hand)				X
Pushing & Pulling (right hand)			X	
Pushing & Pulling (left hand)			X	



Reaching (above shoulder level)				X		
Reaching (below shoulder level)				X		
	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs			X			X
11-25 lbs		X			X	
26-50 lbs		X			X	
51-75 lbs	X			X		
76-100 lbs	X			X		
100+ lbs	X					



Facilities Coordinator

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

Salary Range: Grade 09

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

Under the general direction of the Facilities Manager or Director of Facilities, completes a variety of skilled and semi-skilled trades related to the construction/maintenance of buildings, grounds, and equipment. Also maintains related records and ensures compliance with all required regulations.

SUPERVISION RECEIVED:

Receives supervision from the Facilities Manager or Director of Facilities.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Monitor facility work orders to ensure requests are appropriately handled and resolved in a timely manner.
- Maintain status, generate, close, and ensure material cost and labor hours have been added in the work order system.
- Evaluate and prioritize facility work orders to determine assignments/scheduling. With the guidance of the Facilities Manager and/or Director of Facilities, determine when projects should be contracted.
- Perform and/or schedule routine preventive maintenance (plumbing, electrical, and structural) to ensure proper and safe operation of agency facilities.
- Repair carpentry, masonry, painting, etc. of equipment and facilities.
- Perform light carpentry (build fixtures/cabinets, etc.) and paint exterior and interior surfaces.
- Organize and maintain appropriate documentation for all facilities and maintenance jobs, projects, and equipment.
- Supervise construction work performed by vendors and monitor and evaluate the quality and completion of jobs.
- Coordinate and/or perform routine emergency repairs and maintenance at all sites, including evening and weekend emergency calls.
- Assist in the procurement of goods and services for the repair and maintenance of facilities.
- Prepare basic scope of work and sketches for bidding purposes and work with the Drafting/GIS Project Supervisor, Facilities Manager, and/or Director of Facilities to finalize



bid packets and gain a full understanding of the requirements of the project.

- Meet prospective bidders at the site to conduct job walks.
- Collect proposals from prospective bidders and package them for transmittal to the Facilities Manager and/or Director of Facilities.
- Maintain daily written records of activities, mileage logs, purchase orders, receipts, etc.
- Deliver orders and materials received at the Operations building to various agency facilities.
- Conduct and attend meetings and training as appropriate.

Other Job Specific Duties:

- Attend all meetings, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Assist Facilities Manager as directed.
- Perform any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Vehicle maintenance/repair.

Ability to:

- Handle conceptual issues.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Establish priorities, organize work, and work independently.
- Repair and maintain equipment, furniture, fixtures, facilities systems, grounds, and structures.
- Interpret and implement a variety of regulatory standards and guidelines.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Work collaboratively as a team.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent.
- Five (5) years of work experience in building construction and/or maintenance/repair.



- Two (2) years of supervisory experience in building and/or construction/maintenance.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.
- Bilingual language fluency (Spanish/English) highly desirable.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

Job Title Facilities Coordinator				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing			X	
Kneeling			X	
Crawling			X	
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X
Power Grasping (right hand)			X	
Power Grasping (left hand)			X	
Fine Manipulation (right hand)				X
Fine Manipulation (left hand)				X
Pushing & Pulling (right hand)			X	
Pushing & Pulling (left hand)			X	



Reaching (above shoulder level)				X		
Reaching (below shoulder level)				X		
	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs			X			X
11-25 lbs		X			X	
26-50 lbs		X			X	
51-75 lbs		X			X	
76-100 lbs		X			X	
100+ lbs	X					



Facilities Manager

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

Salary Range: Grade 12

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under general direction of the Director of Facilities, the Facilities Manager is responsible for the supervision of maintenance, renovation, and/or alteration of all agency facilities, the arrangement of space, determination of site location, the monitoring of all facilities regulations as they pertain to state and federal regulations, and related work as required.

SUPERVISION RECEIVED:

Receives supervision from the Director of Facilities.

SUPERVISION EXERCISED:

Maintenance Supervisor

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Prepares basic plot plans, lay-outs, floor plans, and other data as required to pictorially or diagrammatically present proposals or situations.
- In coordination with Procurement Services, plans relocations, alterations, modification, or construction of facilities.
- In coordination with Risk Management, develops and implements quality assurance activities such as training, on-site visitation, program review, and follow-up for maintenance.
- Coordinate and handle all activities related to agency leases for all buildings and/or land space agreements:
 - o Ensure leases comply with federal, state, and local regulations.
 - o Assist Directors and/or Program Managers in negotiation or re-negotiation of leases, space agreements, contracts, or Memorandum of Understandings (MOUs).
 - o Serve as liaison between tenants and landlords concerning complaints or problems.
 - o Track, update, and coordinate renewal of leases, space agreements, contracts, or MOUs.
- Work collaboratively with Risk Management regarding all OSHA requirements.
- Coordinate and prepare cost feasibility studies/reports for all facility renovation projects.
- Produce and monitor annual budgets for the Maintenance Department.
- Coordinate and/or oversee inventory and maintenance of Head Start vehicles.
- Assist executive management with project status reports to be presented to the Board of Directors and Policy Council.



- Monitor all aspects of facilities to include record keeping of all appropriate facility related documents and ensure that check requests are completed in a timely manner.
- Ensure timely follow-up of maintenance and repairs where safety standards are an issue.
- Responsible for notification to appropriate staff of closures, relocations, etc. of the various sites.

Other Job Specific Duties:

- Attend all meetings, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Perform any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Vehicle maintenance/repair.

Ability to:

- Deal with conceptual matters.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Effectively present program information to the public.
- Establish priorities and organize work accordingly.
- Interpret and implement a variety of regulatory standards and guidelines.
- Repair and maintain equipment, furniture, fixtures, facilities systems, grounds, and structures.
- Establish professional working relationships with staff, agencies, and parents.
- Supervise employees effectively to achieve professional and organizational goals.
- Work collaboratively and effectively lead a team.

EDUCATION AND EXPERIENCE:

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

- High School diploma or equivalent.
- Five (5) years of work experience in building construction and/or maintenance/repair.
- Three (3) years supervisory experience in building and/or construction/maintenance.

OTHER REQUIREMENTS:



- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.
- Bilingual language fluency (Spanish/English) highly desirable.

WORK ENVIRONMENT:

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

- Work is primarily performed indoors/outdoors.
- Noise level is mild to moderate.
- Hazards are relevant to the work environment.

ESSENTIAL PHYSICAL DEMANDS:

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

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



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

DRAFT



Information Technology (IT) Administrator

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

Salary Range: Grade 14

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under the supervision of the Chief Facilities and Technology Officer, the Information Technology (IT) Administrator will be responsible for working with CAPK leaders and other key technology stakeholders to understand and address the organization's IT needs and create a roadmap that will help the organization execute its strategic plan. This includes managing the upgrade and installation of new hardware and software, perform troubleshooting to address any problems with computer systems, create and manage the use of backup and retrieval systems, and assess viruses and potential threats to the agency network.

SUPERVISION RECEIVED:

Receives supervision from the Chief Facilities and Technology Officer

SUPERVISION EXERCISED:

Information Technology (IT) Infrastructure Manager, Technology Services Manager, and Information Systems Manager

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Develop and implement IT strategies and roadmaps that align with the organization's overall goals and objectives.
- Provide strong leadership to IT managers, fostering a collaborative and high-performing team environment.
- Oversee the IT Infrastructure Manager, ensuring the effective management of the network, servers, storage, and virtualization environments.
- Approve infrastructure projects and initiatives, ensuring they meet organizational needs and budget constraints.
- Oversee the Information Systems Manager, ensuring that all enterprise applications, databases, and other systems are optimized for performance and security.
- Oversee system integration projects and ensure data management policies are enforced.
- Oversee the Information Technology Infrastructure Manager, ensuring efficient operation of the help desk, adherence to SLAs, and high levels of customer satisfaction.
- Ensure that the help desk team has the necessary resources and training to provide effective support.



- Coordinate cross-functional IT projects, ensuring that all aspects of IT infrastructure, information systems, and help desk support are aligned and integrated.
- Monitor project progress, resolve issues, and ensure that projects are delivered on time and within budget.
- Develop and manage the IT budget, ensuring efficient allocation of resources across IT infrastructure, information systems, and help desk operations.
- Allocate resources effectively, balancing the needs of various IT functions and ensuring optimal performance.
- Develop and enforce IT policies, procedures, and standards to ensure consistent and secure IT operations.
- Ensure that all IT operations comply with relevant laws, regulations, and industry standards, including data protection and privacy regulations.
- Provide regular reports to senior management on IT performance, incidents, project status, and strategic initiatives.
- Conduct regular risk assessments to identify and mitigate potential threats to IT operations.
- Oversee the implementation of security measures across IT infrastructure and systems to protect against cyber threats.
- Provide ongoing training and development opportunities for IT managers and their teams to keep them updated on the latest technologies and best practices.
- Stay abreast of emerging technologies and trends, evaluating their potential impact and benefits for the organization.
- Identify opportunities for improving IT processes, systems, and services, implementing changes to enhance efficiency and effectiveness.
- Develop and maintain comprehensive business continuity and disaster recovery plans.
- Ensure regular testing and updating of disaster recovery procedures to guarantee their effectiveness.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions.
- Operations management principles in complex environments.
- Information resource development and access of complex information systems.
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.



- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and other related software applications.

Ability to:

- Ability to deal with conceptual matters.
- Ability to communicate effectively verbally and in writing.
- Demonstrate good interpersonal skills.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Work independently and make clear presentations of ideas and recommendations.
- Supervise employees effectively to achieve professional and organizational goals.
- Work collaboratively and effectively lead a team.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in business or public administration, information technology, computer science or a technology related field from an accredited college or university and/or equivalent work experience in areas outlined above.
- Seven (7) years of experience managing a technology related operation.
- Experience in budget oversight preferred.
- Minimum of two (2) years of experience in a management position requiring supervision of staff preferred.

OTHER REQUIREMENTS

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Information Technology (IT) Administrator



ACTIVITY (HOURS PER DAY)	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting			X
Walking			X
Standing			X
Bending (neck)			X
Bending (waist)			X
Squatting		X	
Climbing	X		
Kneeling		X	
Crawling	X		
Twisting (neck)			X
Twisting Waist			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Information Technology Infrastructure Manager

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

Salary Range: Grade 12

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under the supervision of the IT Administrator, the Information Technology (IT) Infrastructure Manager will be responsible for deploying and managing the organization's servers, networks, and cloud systems.

SUPERVISION RECEIVED:

Receives supervision from the Information Technology (IT) Administrator

SUPERVISION EXERCISED:

Network Engineer

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Builds, maintains, documents and monitors CAPK's infrastructure including, but not limited to, server, network, firewall, telecommunications systems, and cloud-related systems.
- Develop and maintain high level reporting for both on premise and cloud related networks.
- Maintains contracts, licenses, and budget transparency for Infrastructure related costs and manages key vendor relationships.
- Responsible for CAPK's IT security strategies, implementations, and monitoring.
- Responsible for supervision of staff to ensure that service commitments are met.
- Develop and maintain network diagrams, both on premise and in cloud services, documentation on work process, and other needed documentation to maintain integrity of IT infrastructure.
- Develop and maintain strong working relationships with internal and external Technology stakeholders.
- Reviews appropriateness of technologies used for system components and recommends modifications and/or upgrades when necessary to keep systems operating according to organizational needs.
- Assists the Service Desk Lead in troubleshooting technical issues, deployment of new software, upgrades and assist with technical documentation.
- Coordinates resources to install network, server and workstation software, and hardware upgrades of said devices.
- Assists Information Technology Administrator with the research of IT infrastructure needs and budgeting.



- Communicates changes in technology and services from the IT department to the appropriate internal and external stakeholders.
- Provide leadership by example and maintain quality work standards.
- Project management across teams/departments

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions.
- Operations management principles in complex environments.
- Information resource development and access of complex information systems.
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and other related software applications.

Ability to:

- Ability to deal with conceptual matters.
- Ability to communicate effectively verbally and in writing.
- Demonstrate good interpersonal skills.
- Attend evening and weekend meetings.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Supervise employees effectively to achieve professional and organizational goals.
- Work collaboratively and effectively lead a team.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in business or public administration, information technology, computer science, or a technology related field from an accredited college or university and/or equivalent work experience in areas outlined above.
- Seven (7) years of experience managing a technology related operation, including supervision of staff.

OTHER REQUIREMENTS



- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Information Technology Infrastructure Manager			
ACTIVITY (HOURS PER DAY)	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting			X
Walking			X
Standing			X
Bending (neck)			X
Bending (waist)			X
Squatting		X	
Climbing	X		
Kneeling		X	
Crawling	X		
Twisting (neck)			X
Twisting Waist			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	
	LIFTING		CARRYING



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



Information Systems (IS) Business Analyst II

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

Salary Range: Grade 11

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under general direction of the Information System (IS) Manager, the IS Business Analyst II is responsible for identifying user needs to develop systems from concept to user acceptance surrounding Dynamics CRM, SharePoint, Business Intelligence, Power Platform, and other related technologies.

SUPERVISION RECEIVED:

Receives supervision from the Information Systems (IS) Manager

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Develop, test, and deploy software applications and integrations, ensuring they meet optimal performance and security standards.
- Collaborate with developers, engineers, and other stakeholders to integrate new systems with existing infrastructure.
- Design and manage complex databases, ensuring high levels of data integrity, security, and performance.
- Leverage business intelligence tools to generate advanced reports and data visualizations to support strategic data-driven decision-making.
- Develop detailed technical documentation, user guides, and training materials to streamline application life cycle management.
- Conduct training sessions and workshops for end-users at various levels, ensuring they are proficient with their dedicated platforms.
- Lead project management activities, including planning, scheduling, and coordinating system development and implementation projects.
- Manage project team, ensuring projects are completed on time, within scope, and within budget.
- Implement comprehensive test plans to validate that thorough testing is conducted to meet requirements and deliver defect-free solutions.
- Provide second-level support in troubleshooting system failures and software applications, including troubleshooting issues, performing root cause analysis while maintaining records of repair and bug fixes,
- Collaborate with IT staff and vendors to resolve issues and enhance system performance.



- Ensure systems comply with regulatory requirements, organizational policies, and industry best practices.
- Implement advanced security measures and conduct regular security audits to protect data and systems from threats.
- Stay informed about the latest technological advancements and industry trends.
- Evaluate and recommend new technologies, tools, and practices to improve system efficiency, security, and functionality.
- Monitor and optimize system performance, ensuring high availability and reliability.
- Serve as a liaison between technical teams and business stakeholders, facilitating clear communication and understanding of system capabilities and requirements.
- Provide expert advice and recommendations to senior management on information systems strategies and initiatives.
- Advise clients on approaches to solving business needs leveraging Power Platform, SharePoint, Azure, or other related technologies.
- Provide training and Level 2 support for Power Platform, SharePoint, Azure Synapse Analytics, and other technologies implemented.
- Pursue advancement in functional and technical service capabilities.
- Assess, maintain, and update data level protection policies and security and identify any gaps within our system.
- Develop, maintain, and update any data sharing policies.
- Advise clients on approaches to solving business needs using Dynamics CRM, SharePoint, or related technologies.
- Provide training and Level 2 support for Dynamics CRM, Power Platform, SharePoint, BI environment, and other technologies implemented.
- Pursue advancement in functional and technical service capabilities.
- Assess, maintain, and update data level protection policies and security and identify any gaps within our system.
- Develop, maintain, and update any data sharing policies.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences as well as provide trainings as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned or as needed.
- Enroll in self-paced or instructor led training at least once a year if not more.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and other related software applications.



- Power Platform.
- SharePoint, Microsoft Excel, PowerPoint, Power Query, and Visio.

Ability to:

- Solve problems effectively and efficiently.
- Lead design sessions and documenting functional specifications.
- Understanding of logical data modeling.
- Demonstrate troubleshooting and testing skills.
- Implement tools and strategies to ensure a high standard of quality control.
- Demonstrate systems analysis skills.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively verbally and in writing.
- Effectively present program to the public.
- Work independently with little direction; meet schedules and timelines.
- Plan, develop, and present mixed media presentations.
- Maintain and organize a variety of files, records, and logs.
- Plan and organize work; compose clear, concise reports and recommendations.
- Analyze situations accurately and adopt an effective course of action.
- Work collaboratively as a team.

EDUCATION AND EXPERIENCE:

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

- Bachelor of Arts or Bachelor of Science Degree in Management Information Systems (preferred), Information Technology, Business Administration, Entrepreneurship, Engineering, Economics, or other related field of study preferred.
- Three (3) to five (5) (years' experience working with Dynamics 365 and MS SharePoint.
- Experience with advanced Microsoft Excel and Visio concepts.
- Experience with relational databases.
- Experience with .NET framework (C#, VB.NET, C++).
- Experience with JavaScript.
- UI/UX development skills.

OTHER REQUIREMENTS

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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



- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Information Systems (IS) Business Analyst II						
Activity	Hours Per Day		NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	
Sitting					X	
Walking					X	
Standing					X	
Bending (neck)					X	
Bending (waist)					X	
Squatting				X		
Climbing			X			
Kneeling				X		
Crawling			X			
Twisting (neck)					X	
Twisting (waist)					X	
Is repetitive use of hand required?					X	
Simple Grasping (right hand)					X	
Simple Grasping (left hand)					X	
Power Grasping (right hand)				X		
Power Grasping (left hand)				X		
Fine Manipulation (right hand)					X	
Fine Manipulation (left hand)					X	
Pushing & Pulling (right hand)				X		
Pushing & Pulling (left hand)				X		
Reaching (above shoulder level)				X		
Reaching (below shoulder level)				X		
LIFTING CARRYING						
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs			X			X
11-25 lbs		X			X	
26-50 lbs		X			X	
51-75 lbs	X			X		
76-100 lbs	X			X		
100+ lbs	X			X		



Information Systems (IS) Business Analyst I

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

Salary Range: Grade 10

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under general direction of the Information System (IS) Manager, the IS Business Analyst I will work collaboratively with leadership and partnered sites to strategically select the most appropriate technology solution, conduct readiness assessments, onboard and train partnered sites, and manage data via the solution.

SUPERVISION RECEIVED:

Receives supervision from the Information Systems (IS) Manager.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Analyze user requirements and develop optimal workflow to address the business case.
- Perform mapping sessions of agencies Program and Division processes and procedures.
- Participate in the digitization of new and existing systems, ensuring they meet grant requirements and business objectives.
- Provide first-level support in troubleshooting system failures and performing root cause analysis while maintaining records of repair and bug fixes.
- Conduct regular system maintenance, updates, and patches to ensure optimal performance and security while aligning with best practices.
- Assist in developing, maintaining, and updating databases, ensuring data integrity and security.
- Leverage business intelligence tools to generate reports and provide data analysis to support data-driven decision-making processes.
- Create and maintain user manuals, training materials, and documentation for new and existing systems.
- Conduct training sessions for end-users to ensure they can effectively navigate information management software.
- Assist in project management tasks including planning, scheduling, and coordinating activities related to system development and implementation.
- Work collaboratively with project teams to ensure timely delivery of project milestones.



- Follow application lifecycle management practices to ensure seamless execution of solutions. Document and track issues identified during user acceptance testing and assist in their resolution.
- Provide technical support and guidance to end-users and other stakeholders.
- Collaborate with IT staff, software developers, and vendors to resolve technical issues and improve system functionality.
- Ensure information systems comply with organizational policies, industry standards, and regulatory requirements.
- Implement and monitor security measures to protect data and systems from unauthorized access and threats.
- Understand and integrate Service Insights Project data into existing solutions.
- Understanding of Dynamics 365, Power Platform, Microsoft SQL, and other technologies currently used by Information Systems Team.
- Continuous development of knowledge and understanding of organizations technology stack.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences as well as provide trainings as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned or as needed.
- Enroll in self-paced or instructor led training at least once a year if not more.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Microsoft Office Applications.
- Power Platform, SharePoint, SQL, Python, and JavaScript.

Ability to:

- Solve problems effectively and efficiently.
- Experience leading design sessions and documenting functional specifications.
- Understanding of logical data modeling.
- Experience troubleshooting and testing skills.
- Demonstrated ability to implement tools and strategies to ensure a high standard of quality control.
- Demonstrated systems analysis skills.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively verbally and in writing.
- Effectively present program to the public.
- Work independently with little direction; meet schedules and timelines.
- Plan, develop, and present mixed media presentations.



- Write creatively and clearly for general and specialized audiences.
- Maintain and organize a variety of files, records, and logs.
- Plan and organize work; compose clear, concise reports and recommendations.
- Analyze situations accurately and adopt an effective course of action.
- Maintain and identify problems with shared data and their solutions.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree preferred, but not required.
- One (1) to three (3) years' experience with data, statistics, or similar analysis.
- Any equivalent combination of education and/or experience may be substituted on an annual basis.

OTHER REQUIREMENTS

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Information Systems (IS) Business Analyst I				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	



Crawling	X		
Twisting (neck)			X
Twisting (waist)			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Information Systems (IS) Manager

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

Salary Range: Grade 12

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under general direction of the Information Technology (IT) Administrator, the Information Systems (IS) Manager is responsible for overseeing the IS Team and identifying user needs to develop systems from concept to user acceptance surrounding Power Platform, SharePoint, Azure Synapse Analytics, and other related technologies.

SUPERVISION RECEIVED:

Receives supervision from the Information Technology (IT) Administrator

SUPERVISION EXERCISED:

Information Systems Business Analysts I & II

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Optimizes staff results by communicating job expectations; planning, monitoring, and appraising job results; coaching, and counseling, employees; initiating, coordinating, and enforcing systems, policies, and procedures.
- Participate and lead analysis and design sessions to capture functional and technical requirements.
- Ensure specifications based on requirements are appropriately captured and implemented by leveraging the most efficient solution. With the assistance of third-party consultants configure systems based on platform best practices.
- Lead sessions with end users to demonstrate completed features.
- Conduct system and integration testing.
- Create and execute test scripts, facilitate user acceptance testing.
- Train end users on the system platform
- Maintain appropriate communication with all team members to assure the project is proceeding, on-time, on-target, and on-budget.
- Work in a project team environment, with all team members.
- Assign tasks as appropriate to other resources; review their work for accuracy and thoroughness.
- Evaluate and identify other potential needs.
- Assist in research and development capacity understanding the needs of the market and designing solutions to meet those needs. Work with the developers in building those solutions to take to market.
- Support marketing efforts through events, webinars, whitepapers, and blogging.



- Design solutions using Dynamics CRM, SharePoint, and other Microsoft stack technologies to meet needs. Document and work with project team to supervise implementation.
- Assist in research of new technologies and trends that might impact our clients and make appropriate recommendations.
- Advise clients on approaches to solving business needs using Dynamics CRM, SharePoint, or related technologies.
- Provide training or assistance to staff relating to Dynamics CRM and SharePoint solutions.
- Pursue advancement in functional and technical service capabilities.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences and provides training as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned or as needed.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures
- Applicable federal, state, and local laws, codes, and regulations
- Departmental policies and procedures
- Modern office practices, methods, procedures, and equipment i.
- Word processing, spreadsheet, database, and other related software applications

Ability to:

- Solve problems effectively and efficiently.
- Experience leading design sessions and documenting functional specifications.
- Understanding of logical data modeling.
- Experience troubleshooting and testing skills.
- Implement tools and strategies to ensure a high standard of quality control.
- Demonstrate systems analysis skills.
- Experience with Microsoft Excel, PowerPoint, and VisioDeal with conceptual matters.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively verbally and in writing.
- Effectively present program to the public.
- Work independently with little direction; meet schedules and timelines.
- Plan, develop, and present mixed media presentations.
- Write creatively and clearly for general and specialized audiences.
- Maintain and organize a variety of files, records, and logs.
- Plan and organize work, compose clear, concise reports and recommendations.
- Analyze situations accurately and adopt an effective course of action.
- Supervise employees effectively to achieve professional and organizational goals.



- Work collaboratively and effectively lead a team.

EDUCATION AND EXPERIENCE:

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

- Bachelor of Arts or Bachelor of Science Degree in Management Information Systems (preferred), Information Technology, Business Administration, Entrepreneurship, Engineering, Economics, or other related field of study preferred.
- Four (4) to six (6) years' experience working with Dynamics 365 and MS SharePoint.
- Experience with advanced Microsoft Excel and Visio concepts.
- Experience with relational databases.
- Experience with .NET framework (C#, VB.NET, C++).
- UI/UX development skills.

OTHER REQUIREMENTS

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Information Systems (IS) Manager				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	



Crawling	X		
Twisting (neck)			X
Twisting (waist)			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Information Technology (IT) Manager

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

Salary Range: Grade 12

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under the supervision of the Information Technology (IT) Administrator, the Information Technology (IT) Manager will plan, organize, direct, and manage a variety of technological functions, direct and administer a variety of special projects in support of the mission for our internal and external IT clients.

SUPERVISION RECEIVED:

Receives supervision from the Information Technology (IT) Administrator

SUPERVISION EXERCISED:

Service Desk Supervisor

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Develop and implement IT strategies and initiatives that align with organizational goals.
- Supervise IT staff, including hiring, training, evaluating performance, and providing professional development opportunities.
- Foster a collaborative and innovative team environment.
- Oversee the installation, configuration, maintenance, and upgrading of hardware, software, and networks.
- Ensure the reliability, performance, and security of IT systems.
- Plan, execute, and oversee IT projects, ensuring they are completed on time, within scope, and within budget.
- Coordinate with stakeholders to define project requirements and objectives.
- Enforce IT policies, procedures, and standards to ensure data security and compliance with relevant regulations.
- Monitor security threats and implement measures to protect the organization's IT assets.
- Manage relationships with external vendors and service providers, negotiating contracts and ensuring service level agreements (SLAs) are met.
- Evaluate and select new technologies and services that provide strategic benefits to the organization.
- Oversee technical support and ensure prompt resolution of IT issues.
- Develop and implement procedures for handling support requests and minimizing downtime.
- Ensure the proper management of data, including storage, backup, and disaster recovery.
- Utilize data analytics to drive decision-making and improve IT operations.



- Develop and oversee user training programs to ensure employees are proficient in using IT systems and tools.
- Stay current with the latest technology trends and advancements.
- Recommend and implement new technologies and processes to improve efficiency, productivity, and user experience.
- Monitor and manage IT operations to ensure high availability and reliability of systems.
- Implement and oversee maintenance schedules for IT equipment and infrastructure.
- Identify and mitigate risks associated with IT operations and projects.
- Develop and implement disaster recovery and business continuity plans.
- Track IT expenditures and ensure they align with the approved budget.
- Identify opportunities for cost savings and efficiency improvements.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences and provides training as assigned.
- Maintains a safe and functional work environment.
- Works alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions.
- Operations management principles in complex environments.
- Information resource development and access of complex information systems.
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and other related software applications.

Ability to:

- Deal with conceptual matters.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Work collaboratively and effectively lead a team.
- Supervise employees professionally to achieve professional and organizational goals.

EDUCATION AND EXPERIENCE:

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



- Bachelor's degree from an accredited college or university in business or public administration, information technology, computer science, or a technology related field and/or equivalent work experience in areas outlined above.
- Seven (7) years of experience managing a technology related operation, including supervision of staff.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Information Technology (IT) Manager				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X
Power Grasping (right hand)			X	
Power Grasping (left hand)			X	
Fine Manipulation (right hand)				X
Fine Manipulation (left hand)				X



Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Maintenance Supervisor

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

Salary Range: Grade 10

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under the general direction of the Facilities Manager, the Maintenance Supervisor delegates assignments and ensures progress and completion of maintenance work orders. Will perform a variety of skilled and semi-skilled trades related to the construction and maintenance of buildings, grounds, and equipment. Maintains related records and ensures compliance with all required regulations.

SUPERVISION RECEIVED:

Receives supervision from Facilities Manager.

SUPERVISION EXERCISED:

Maintenance Technician II and I

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Monitor facility work orders to ensure requests are appropriately handled and resolved in a timely manner.
- Maintain status, generate, close, and input material cost and labor hours in the work order system.
- Evaluate and prioritize facilities work orders to determine assignments/scheduling.
- With the guidance of the Facilities Manager, determine when projects should be contracted.
- Organize and maintain appropriate documentation for all facilities and maintenance jobs, projects, and equipment.
- Supervise staff in the performance of maintenance and construction work.
- With the assistance of Risk Management, monitor and evaluate the quality and completion of jobs.
- Coordinate and/or perform routine emergency repairs and maintenance at all sites, including evening and weekend emergency calls.
- Complete performance evaluations as required.
- Assist in the procurement of goods and services for the maintenance of all facilities.

Other Job Specific Duties:

- Conduct and attend all meetings, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Perform any other like duties as assigned.

**MINIMUM QUALIFICATIONS:**

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Vehicle maintenance/repair.

Ability to:

- Handle conceptual issues.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Establish priorities and organize work accordingly.
- Motivate subordinate employees.
- Interpret and implement a variety of regulatory standards and guidelines.
- Repair and maintain equipment, furniture, fixtures, facilities systems, grounds, and structures.
- Supervise employees professionally to achieve professional and organizational goals.
- Work collaboratively and effectively lead a team.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent.
- Five (5) years of work experience in building construction and/or maintenance/repair.
- Two (2) years of supervisory experience in building and/or construction/maintenance.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.
- Bilingual language fluency (Spanish/English) highly desirable.

WORK ENVIRONMENT:

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



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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Maintenance Supervisor						
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS		
Sitting				X		
Walking				X		
Standing				X		
Bending (neck)				X		
Bending (waist)				X		
Squatting			X			
Climbing			X			
Kneeling			X			
Crawling			X			
Twisting (neck)				X		
Twisting (waist)				X		
Is repetitive use of hand required?				X		
Simple Grasping (right hand)				X		
Simple Grasping (left hand)				X		
Power Grasping (right hand)			X			
Power Grasping (left hand)			X			
Fine Manipulation (right hand)				X		
Fine Manipulation (left hand)				X		
Pushing & Pulling (right hand)			X			
Pushing & Pulling (left hand)			X			
Reaching (above shoulder level)			X			
Reaching (below shoulder level)			X			
		LIFTING			CARRYING	
		NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS
0-10 lbs				X		X
11-25 lbs			X			X
26-50 lbs			X			X
51-75 lbs			X			X
76-100 lbs			X			X
100+ lbs	X				X	



Network Engineer

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

Salary Range: Grade 10

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

Under the supervision of the Information Technology Infrastructure Manager, the Network Engineer will be responsible for the day-to-day overall infrastructure management and project support. Work collaboratively with the technical support team to ensure successful functionality of network and software systems.

SUPERVISION RECEIVED:

Receives supervision from the Information Technology Infrastructure Manager

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Configure and manage the organization's cloud, server, and network devices and services (e.g., switches, firewalls, VPN, domain controllers, Microsoft 365).
- Configure network software, including network management tools, monitoring systems, and security applications.
- Monitor network performance and security using network management and monitoring tools to identify and resolve issues proactively.
- Diagnose and resolve network problems, including connectivity issues, hardware failures, and software malfunctions.
- Perform routine maintenance tasks, such as firmware updates, patch management, and system backups.
- Maintain comprehensive documentation of network configurations, topologies, hardware, and software inventory.
- Maintain, monitor, and test backup and disaster recovery systems and data.
- Monitor system resource utilization, trending, and capacity planning.
- Provide Level-2/3 support and troubleshooting to resolve issues.
- Work within established configuration and change management policies to ensure awareness, approval and success of changes made to the network infrastructure.
- Create and maintain technical documentation for cloud and application environments, including network diagrams, installation, and configuration procedures, troubleshooting guidelines, and operational procedures.

**Other Job Specific Duties:**

- Attends all meetings, trainings, and conferences as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions.
- Operations management principles in complex environments.
- Information resource development and access of complex information systems.
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and other related software applications.

Ability to:

- Ability to deal with conceptual matters.
- Ability to communicate effectively verbally and in writing.
- Good interpersonal skills.
- Establish priorities, organize work, and work independently.
- Interpret and implement a variety of regulatory standards and guidelines.
- Establish professional working relationships with staff, agencies, and parents.
- Work collaboratively as a team.
- Effectively present program internally and externally.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in business or public administration, information technology, computer science, or a technology related field from an accredited college or university, and/or equivalent work experience in areas outlined above.
- Seven (7) years of experience managing a technology related operation.

OTHER REQUIREMENTS

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations



WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Network Engineer			
ACTIVITY (HOURS PER DAY)	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting			X
Walking			X
Standing			X
Bending (neck)			X
Bending (waist)			X
Squatting		X	
Climbing	X		
Kneeling		X	
Crawling	X		
Twisting (neck)			X
Twisting Waist			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



76-100lb	x			x		
100lbs+	x					

DRAFT



Risk Manager

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

Salary Grade: 12

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under the direct supervision of the Chief Facilities and Technology Officer, the Risk Manager will plan, organize, and administer a program of comprehensive risk management and loss control; to analyze, develop and recommend risk management procedures and programs to include workers' compensation, accident investigation, occupational and industrial safety, disaster preparedness, and related activities; to supervise and evaluate the work of a staff engaged in claims adjustment and safety activities.

SUPERVISION RECEIVED:

Receives direct supervision from Chief Facilities and Technology Officer.

SUPERVISION EXERCISED:

Assistant Risk Manager

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Develops the implementation, maintenance, and compliance of an agency-wide safety program and workers' compensation program, including updates to the Written Injury and Illness Prevention Program (IIPP).
- Conducts and supervises the routine survey of facilities, work sites, programs, and operations to identify and correct hazardous conditions and potential liabilities.
- Monitors, investigates, and analyzes accidents, accident reports, and safety hazards to initiate corrective action to eliminate unsafe areas and/or acts and make recommendations for preventative action ensuring proper procedures are followed and paperwork completed.
- Develops procedures to maintain complete and current statistics on loss and accident frequency to include OSHA 300A Log, severity, and costs; develops procedures to protect and minimize exposure to general and workers' compensation liability risks.
- Develops safety education and training programs, including training sessions for employees on safety, risk management, loss prevention and monitors for effectiveness.
- Provides assistance to departments in the implementation of and compliance with the California Occupational Safety and Health Act.
- Serves as primary contact and maintains effective working relationships with the agency's workers' compensation carrier, insurance broker and employees to support related safety and workers' compensation activities.



- Collects data and maintains accurate files and comprehensive reports to include assisting with department budget preparation, federal and state reports, and special projects required by the Director.
- Completes and supervises full facility assessments on a regular basis to inspect quality control and identify future or immediate facility improvements.
- Coordinates safety training related to mitigating losses and assists divisions/departments with maintaining annual training calendars as needed.
- Maintains and distributes facility evacuation routes.
- Completes playground safety inspections on all agency play structures and keeps records of each inspection.
- Stays current with changes to California Code of regulations Title 24 and 22 and Head Start Environmental Health & Safety Protocol.

Other Job Specific Duties:

- Conducts and attends meetings, training, and professional growth activities, as required.
- Works alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Safety regulations and practices involved in operations and safety laws regarding the public sector.
- Administrative practices and procedures involved in insurance and risk management programs, claims investigations, and processing.
- Principles and practices of various insurance policies.
- Basic medical terminology related to safety and risk policies and practices.
- Pertinent federal, state, and local laws, codes, and regulations.
- Principles and practices of record keeping.
- Principles of effective presentation and public speaking.
- Customer service and public relations methods and techniques.
- Office procedures, methods, and equipment, including computers and applicable software.
- Agency policies and procedures.

Ability to:

- Plans and implements developmentally appropriate routines, activities, and experiences.
- Plan, organize, and allocate resources.
- Work independently.
- Prepare clear, concise reports.
- Exercise sound, independent judgment within general policy guidelines.
- Provide guidance and interpret and explain policies and procedures.
- Analyze problems; identify alternative solutions.
- Communicate effectively verbally and in writing.



- Work with accuracy and attention to detail.
- Operate and use modern office equipment.
- Effectively organize and prioritize assigned work.
- Establish and maintain effective working relationships internally and externally.
- Supervise employees effectively to achieve professional and organizational goals.
- Work collaboratively and effectively lead a team.

EDUCATION AND EXPERIENCE:

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

- Associate of Art Degree from an accredited university in public administration, business administration, human resources, or related field, plus two (2) years demonstrated experience in safety and/or workers' compensation, or high school diploma or equivalent, plus four (4) years demonstrated experience in safety and/or workers' compensation.
- Experience in implementing job safety programs and/or reducing on the job injuries desirable.
- Must possess or must obtain certification as a Playground Safety Inspector through the National Recreation and Parks Association.
- Bilingual (English/Spanish) capabilities desirable

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.
- Bilingual language fluency (English/Spanish) preferred, but not required.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Risk Manager				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X



Walking			X
Standing			X
Bending (neck)			X
Bending (waist)			X
Squatting		X	
Climbing	X		
Kneeling		X	
Crawling	X		
Twisting (neck)			X
Twisting (waist)			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Service Desk Supervisor

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

Salary Range: Grade 10

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

Under the supervision of the Information Technology (IT) Manager, the Service Desk Supervisor will be responsible for leading the Service Desk team, creating support standards and metrics, and improving the overall quality of support provided by the CAPK Help Desk.

SUPERVISION RECEIVED:

Receives supervision from the Information Technology (IT) Manager.

SUPERVISION EXERCISED:

Technical Support Specialist I and II.

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Supervise and provide guidance to the service desk team, including hiring, training, scheduling, and performance evaluation.
- Foster a positive and productive work environment, encouraging teamwork and professional growth.
- Manage the daily operations of the IT service desk, ensuring efficient and effective handling of support requests.
- Monitor service desk metrics, including ticket volumes, response times, and resolution rates.
- Oversee the logging, categorization, prioritization, and resolution of incidents and service requests.
- Ensure that escalated issues are addressed promptly and effectively, coordinating with other IT teams as necessary.
- Maintain high levels of customer satisfaction by ensuring service desk staff provide courteous, efficient, and effective support.
- Communicate with users and stakeholders to keep them informed of incident progress, upcoming changes, and service improvements.
- Develop, implement, and maintain service desk policies, procedures, and best practices to enhance service delivery.
- Ensure accurate and up-to-date documentation of support processes, incident resolutions, and knowledge base articles.
- Provide advanced technical support and guidance to the service desk team, assisting with complex or high-priority issues.



- Stay current with the latest technology trends and tools to provide effective solutions and advice.
- Identify training needs and develop training programs for service desk staff to enhance their technical and customer service skills.
- Conduct regular training sessions and workshops to keep the team updated on new technologies, tools, and processes.
- Track and analyze service desk performance metrics, generating regular reports for management.
- Identify trends and areas for improvement, making data-driven recommendations to enhance service quality and efficiency.
- Work closely with other IT departments, such as network, security, and applications teams, to ensure coordinated support and service delivery.
- Participate in IT projects and initiatives, providing input and support from a service desk perspective.
- Oversee the management of IT assets, ensuring accurate inventory tracking and proper maintenance of hardware and software.
- Ensure that the service desk team follows asset management policies and procedures.
- Ensure that service desk operations comply with organizational policies, industry standards, and regulatory requirements.
- Promote and enforce IT security best practices among the service desk team and end-users.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions.
- Operations management principles in complex environments.
- Information resource development and access of complex information systems.
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment including computers.
- Word processing, spreadsheet, database, and other related software applications.

Ability to:

- Ability to deal with conceptual matters.
- Ability to communicate effectively.
- Good interpersonal skills.
- Willingness to attend evening and weekend meetings.



- Effectively present program to the public.
- Establish professional working relationships with staff, agencies, and parents.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in business or public administration, information technology, computer science, or a technology related field from an accredited college or university and/or equivalent work experience in areas outlined above will be considered.
- Seven (7) years of experience managing a technology-related operation, including supervision of staff required.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Service Desk Supervisor				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X



Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Technical Support Specialist I

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

Salary Range: Grade 08

FLSA Status: Non-exempt

Date Approved: TBD

SUMMARY:

Under the direction of the IT Manager, the Technical Support Specialist I will provide technical support, training, and direction to departmental staff using computer equipment and applications on a wide area network (WAN) or large local area network (LAN). Installs, tests, and resolves problems with computer hardware and software.

SUPERVISION RECEIVED:

Receives supervision from the IT Manager.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Provide first-level technical support to internal and external customer issues via service desk concerning computer systems, equipment, and software operation.
- Responds to technical service requests via telephone, email, or other electronic communication in a courteous manner to build rapport and elicit problem details to ensure accurate documentation of issues.
- Maintains Help Desk logs (manually or in a system) of incoming requests for service; generates problem reports for the more difficult jobs; escalates urgent problems to next level of support; refers problem reports to the appropriate staff for follow-up and problem resolution; and informs supervisor of recurring problems.
- Diagnose, troubleshoot, and resolve issues by gathering detailed information from customers regarding technical issues.
- Documents pertinent end user information, concerning the nature of problem or issue.
- Prioritize, schedule, and escalate technical service requests to the appropriate experienced technician(s).
- Record, track, and document the service desk problem-solving process, including decisions, and actions taken, through to the final resolution.
- Apply diagnostic utilities to aid in troubleshooting.
- Access resources to aid in problem resolution, which includes but is not limited to software updates, drivers, and knowledge bases.
- Identify and learn appropriate software and hardware used and supported by the organization.



- Perform hands-on fixes at the desktop level, including installing and upgrading software, implementing file backups, and configuring systems and applications.
- Install and configure computer applications.
- Configure desktop operating systems.
- Test fixes to ensure the problem is adequately resolved.
- Maintain procedural documents and reports.
- Provide accurate feedback to customers promptly.
- Follow up with customers to ensure computer systems are functioning properly after troubleshooting.
- Prepare accurate reports promptly.
- Provide Tier I Network support.
- Ensure Service Level Agreements (SLAs) are met to maintain the high-quality customer service set forth by CAPK.
- Conduct physical inventory of equipment as required. Determine which systems need to be upgraded and make recommendations.
- Provide training and support to agency telephone (cellular and land line) users.
- Maintain inventory of equipment and coordinate vendor support and maintenance.
- Assist in the management and monitoring of LAN operated by the agency.

Other Job Specific Duties:

- Work alternative hours as required, including nights and weekends.
- May assist in deploying new software or hardware systems.
- Assist in monitoring and maintaining computer networks.
- Monitor daily performance of technical systems.
- Develop help sheets and knowledge base articles for end users.
- Document technical knowledge in the knowledge database.
- Perform related duties consistent with the scope and intent of the position.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and other related software applications.
- ITIL (Information Technology Infrastructure Library) Foundation Basics.

Ability to:

- Handle conceptual issues.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Establish priorities, organize work, and work independently.
- Effectively present program information to the public.



- Establish professional working relationships with staff, agencies, and parents.
- Work collaboratively as a team.

EDUCATION AND EXPERIENCE:

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

- High School diploma or GED required.
- One (1) year of experience with extensive working knowledge of information systems principles, operating systems, database, word processing and spread sheet applications, current trends in information management, network management, and communication systems.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Technical Support Specialist I				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X



Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



Technical Support Specialist II

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

Salary Range: Grade 09

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

Under the supervision of the IT Manager, the Technical Support Specialist II is responsible for the coordination, implementation, monitoring, and supporting of the Agency's hardware and software systems.

SUPERVISION RECEIVED:

Receives supervision from the IT Manager.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Provide journey-level technical support to internal and external customer issues concerning their computer systems, equipment, and software operation.
- Perform hands-on fixes at the desktop level, including installing and upgrading software, implementing file backups, and configuring systems and applications.
- Assists with training for both users and technical staff.
- Respond to technical service requests via telephone, email, or other electronic communication in a courteous manner to build rapport and elicit problem details to ensure accurate documentation of issues.
- Diagnose, troubleshoot, and resolve issues by gathering detailed information from customers regarding technical issues.
- Install and configure computer applications.
- Configure desktop operating systems.
- Deploy new software and/or hardware systems.
- Document all pertinent end-user information concerning the nature of the problem or issue.
- Prioritize, schedule, and escalate technical service requests (when required) to the appropriate experienced technical staff.
- Record, track, and document the service desk problem-solving processes, including decisions, and actions taken, through to the final resolution.
- Utilize diagnostic utilities to aid in troubleshooting.
- Access resources to aid in problem resolution which includes but is not limited to software updates, drivers, and knowledge bases.



- Identify and learn appropriate software and hardware used and supported by the organization.
- Test fixes to ensure problems are adequately resolved.
- Maintain procedural documents and reports.
- Provide accurate feedback to customers promptly.
- Follow up with customers to make sure their computer systems are functioning properly after troubleshooting.
- Prepare accurate reports promptly.
- Provide Tier I Network support.
- Ensure Service Level Agreements (SLAs) are met to maintain the high-quality customer service set forth by CAPK.

Other Job Specific Duties:

- May assist in deploying new software or hardware systems.
- Assist in monitoring and maintaining computer networks.
- Monitor daily performance of technical systems.
- Develop help sheets and knowledge base articles for end users.
- Document technical knowledge in the knowledge database.
- Perform related duties consistent with the scope and intent of the position.
- Work alternative hours as required, including nights and weekends.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment.
- Word processing, spreadsheet, database, and related software applications.
- ITIL (Information Technology Infrastructure Library) Foundation Basics

Ability to:

- Handle conceptual issues.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Establish priorities, organize work, and work independently.
- Effectively present program information to the public.
- Work collaboratively as a team.
- Establish professional working relationships with staff, agencies, and parents.
- Communicate effectively with staff, volunteers, and community members.
- Stay current with changes in technology.

EDUCATION AND EXPERIENCE:

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



- High School Diploma, G.E.D., and completion of sixty (60) semester or ninety (90) quarter units from an accredited college or university with course work in computer science or information systems; AND two (2) years of experience in the installation, repair and maintenance of enterprise computer systems, equipment, mobile devices, and other technical systems.
- Completion of an accredited trade or vocational school training program in computer repair, computer science, or information systems; AND two (2) years of experience in the installation, repair, and maintenance of enterprise computer systems, equipment, mobile devices, and other technical systems.
- Three (3) years of paid full-time experience in electronics or the installation, repair, and maintenance of enterprise computer systems, equipment, mobile devices, and other technical systems.
- Knowledge of the operation and use of automated systems, personal computers, network technologies, and peripheral equipment; an understanding of the logical operation of complex IT systems and mobile communication devices; PC operating systems and hardware; directory services, such as Active Directory, and basic networking of computers; working knowledge of data processing methodology and techniques in creating documentation and data security.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout. Must have reliable transportation during work hours.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Technical Support Specialist II				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X



Bending (waist)			X
Squatting		X	
Climbing	X		
Kneeling		X	
Crawling	X		
Twisting (neck)			X
Twisting (waist)			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



MEMORANDUM

To: Personnel Committee

From: Jerry Meade, Assistant Director of Head Start, Program

Date: June 5, 2024

Subject: *Agenda Item 4(b)*: Head Start Recruitment Incentive Extension – **Action Item**

On August 30, 2023, CAPK's Board of Directors approved the Recruitment Incentive Plan to support the Head Start Enrollment Plan of Action. Within the plan presented, the incentive is set to end June 30, 2024. The policy indicated an option to amend the termination date of the incentive with Board approval.

The recruitment incentive has shown a progressive incline in the number of applications received for qualified positions. The volume of applications increased at a higher rate upon entering 2024 as the new benefit plan and new compensation schedule began. The largest increase in applications was in the month of April with close to 50 HS/EHS teacher applications. With many already in the process of onboarding, they will be eligible for the incentive. However, any onboarded after June 30, 2024, will not be eligible for the incentive.

In an effort to maintain the current momentum, program staff are requesting to extend the Recruitment Incentive Plan to the end of the calendar year on December 31, 2024. A draft of the revised plan with the new termination date is attached for review. The only change made to the plan was the termination date.

Recommendation

Staff recommends the Personnel Committee approve the extension of the Recruitment Incentive Plan to end December 31, 2024.

Attachment:

Recruitment Incentive Plan Revised



Policy and Procedure

POLICY TITLE:	Recruitment Incentive Plan - Revised
BOARD APPROVED DATE:	TBD
APPLIES TO:	Identified Positions within the Head Start and State Child Development Division
DEPARTMENT:	Head Start and State Child Development

PURPOSE:

The purpose of the Head Start Recruitment Incentive Plan (Plan) is to help attract qualified employees within hard to fill positions. Upon approval by the Board of Directors, this plan will be temporary and is intended to help address the recruitment challenges caused by the decline in early childhood professionals caused by the COVID-19 pandemic.

OBJECTIVE:

To increase Head Start employment rates with qualified staff in order to open closed classrooms and reach full enrollment. This Policy includes a two-tiered incentive program applied to select Head Start positions with the approach to prioritize the hard-to-fill positions, as well as those positions that, in the absence of said position, would prevent reaching full enrollment for our Head Start/HVP programs. Staff have identified the first tier of positions which are directly linked to enrolling children. The second tier includes positions which support the operation of the Head Start centers. All positions identified include full-time and part-time employees.

GOALS:

1. Increase employee onboarding/fill vacant positions
2. Open closed classrooms
3. Reach full enrollment

ELIGIBILITY PROCEDURES:

1. Employees onboarded into active status on or after the Date of Approval from the BOD August 30, 2023, and maintain their employment through the successful completion of their first 90 days AND receives a satisfactory rating on their 3 Month Evaluation will receive 50% of the stipend as identified in tiers below.
2. Additionally, employees that maintain active employment through the successful completion of their first 180 days AND receives a satisfactory rating on their 6 Month Evaluation will receive the balance of the stipend as identified in tiers below.
3. Employees covered under the collective bargaining agreement will be eligible



for this incentive as outlined in the 2023 SEIU Memorandum of Understanding (MOU). This plan is not intended to be implemented in addition to the MOU.

INCENTIVES:

1. A recruitment incentive will be paid to eligible Head Start employees on the first pay date following the date on which the eligibility criteria has been met.
2. The incentive will be processed through payroll and will be considered taxable wages.
3. Incentives will be expensed to the Head Start Division as this program receives the benefit of the retained employee.

Tier One Positions will receive \$3,000

Head Start Teacher	Early Head Start Teacher	Assistant Teacher
Site Supervisor I	Site Supervisor II	Family Advocate
Early Childhood Educator	Home Visitor	Family Service Worker

Tier Two Positions will receive \$1,500

Food Service Worker	Custodian	Teacher Aid
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Policy Termination

This policy is dependent on availability of funding. At any point the Board of Directors may authorize the suspension of this policy. If the Board of Directors does not renew this policy prior to **December 31, 2024**, the incentive will end. From the date the policy ends, incentives will not be offered to employees onboarded after **December 31, 2024**. However, previously incentives will be paid to employees hired prior to the date the policy ended and that have met the eligibility criteria.



MEMORANDUM

To: Personnel Committee

From: Jerry Meade, Assistant Director of Head Start, Program


Date: June 5, 2024

Subject: *Agenda Item 4(c):* Head Start Organizational Structure Revision – **Action Item**

The Head Start and State Child Development Division is proposing a change to their organizational structure related to the addition of the Family Child Care program option and revisions to the Home Base Department.

Program staff have been working with the Office of Head Start's Training and Technical Assistance team on the development of the Family Child Care program option. Through this consultation and development discussion, Program has confirmed the approach will follow the Child Care Partnership model. With that said, the changes to the organizational structure will combine our current partnership program with Family Child Care with reviving the Partnership Manager position that will report to the Program Services Administrator.

Staff will consult with Human Resources on updating the approved Partnership Manager job description. If significant changes are needed, staff will bring the job description back to the Board for approval.

Within the 2024-25 Head Start Funding application, revisions were made to the Home Base program to include three (3) Home Base Supervisor positions (two in Kern and one in San Joaquin County). The included organizational chart accurately displays the change with the quantity of two (2) supervisors in Kern. The transition of the program option will begin July 1, 2024.

Revisions included in this organization change will have a slight financial impact as we have budgeted positions for each role. Any fiscal impact will be included in the 2024 Head Start Budget Revision being presented to the Budget and Finance Committee later this year.

Recommendation

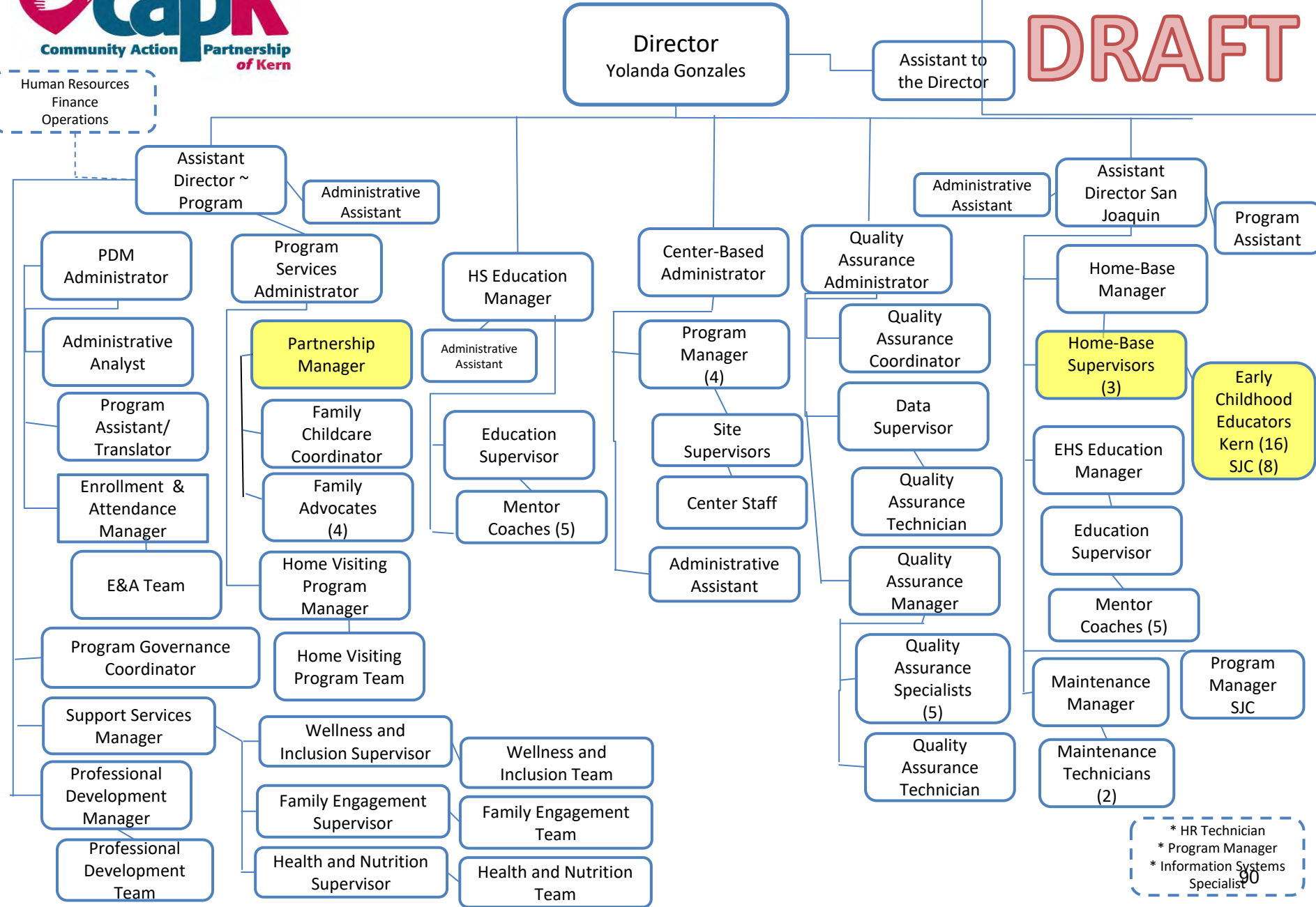
Staff recommends the Personnel Committee approve the revised organizational structure for the Head Start and State Child Development division as presented.

Attachment:
HSSCD Organizational Chart



Head Start/ State Child Development Programs

DRAFT



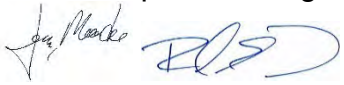
* HR Technician
* Program Manager
* Information Systems Specialist



MEMORANDUM

To: Personnel Committee

From: Jerry Meade, Assistant Director of Head Start, Program
Robert Espinosa, Program Design and Management Administrator



Date: June 5, 2024

Subject: *Agenda Item 4(d)*: Head Start Personnel Update – **Info Item**

The Head Start and State Child Development Division remains dedicated to providing regular updates on personnel challenges impacting the Head Start program.

For the month of May 2024, the following information is provided to the Personnel Committee:

- 603 staff currently employed.
- 98 vacant positions.
- Onboarded six (6) new staff members.
- Two (2) resignations.
- Conducted eight (8) days of interviews for nine (9) open requisitions.

Job postings continue to be listed on the Head Start California website, and ongoing recruitment endeavors persist for our direct service roles. We are actively promoting recruitment incentives to attract qualified personnel.

Attached is a document outlining closed classrooms and staff vacancies for both closed and open classrooms as of May 29, 2024.

Attachment:
Enrollment Staffing Data Sheet

Head Start State Child Development
Enrollment Staffing Data Sheet

Site	Funded	Reportable Enrollment	% Enrolled	Budgeted Staffed	Currently Staffed	Staff Vacancies	% Staffed
Alberta Dillard (PY)	40	37	93%	9	8	1	89%
Alicante	20	20	100%	5	5	0	100%
Angela Martinez EHS	24	20	83%	9	6	3	67%
Angela Martinez HS	60	59	98%	19	11	8	58%
Bakersfield College	32	23	72%				
Blanton	16	13	81%				
Broadway (PY)	40	37	93%	9	9	0	100%
California City (PY)	20	20	100%	4	4	0	100%
California Street	24	25	104%	14	14	0	100%
Cleo Foran EHS	8	7	88%	3	3	0	100%
Cleo Foran HS	15	14	93%	6	5	1	83%
Delano (PY)	76	67	88%	19	17	2	89%
E. Cal	40	31	78%	13	12	1	92%
E. Cal EHS	12	6	50%	6	3	3	50%
Escuelita Hernandez	16	15	94%				
Fairfax (PY)	39	33	85%	9	6	3	67%
Garden Pathways	11	11	100%				
Gianone	16	0	0%	8	2	6	25%
Harvey L. Hall EHS	60	42	70%	24	18	6	75%
Harvey L. Hall	80	38	48%	25	19	6	76%
Heritage (PY)	20	19	95%	4	4	0	100%
Kennedy	16	12	75%	9	8	1	89%
Lamont (PY)	20	19	95%	4	4	0	100%
Lathrop	24	16	67%	14	12	2	86%
Lodi	24	24	100%	13	11	2	85%
M. Massei	16	13	81%	9	7	2	78%
MJM EHS	16	0	0%	6	4	2	67%
MJM HS	55	0	0%	14	9	5	64%
McFarland (PY)	20	17	85%	5	5	0	100%
Mojave (PY)	20	16	80%	4	4	0	100%
Oasis EHS (PY)	8	6	75%	3	1	2	33%
Oasis (PY)	37	20	54%	11	9	2	82%
Pete Parra EHS	48	24	50%	20	11	9	55%
Pete Parra HS	80	50	63%	23	16	7	70%
Primeros Pasos EHS	16	13	81%	6	6	0	100%
Primeros Pasos HS	60	34	57%	15	11	4	73%
Rosamond (PY)	60	38	63%	16	13	3	81%
San Diego EHS	32	28	88%	17	16	1	94%
Seibert (PY)	20	20	100%	4	4	0	100%
Shafter EHS	24	14	58%	12	10	2	83%
Shafter	20	20	100%	5	5	0	100%
St. Mary's	24	24	100%	13	13	0	100%
Stockdale HS	60	0	0%	17	1	16	6%
Sterling EHS	64	39	61%	26	20	6	77%
Sterling HS	60	61	102%	18	16	2	89%
Sunrise Villa (PY)	20	19	95%	5	5	0	100%
Taft (PY)	60	57	95%	14	14	0	100%
Taft College	42	13	31%				
Tehachapi (PY)	34	27	79%	4	4	0	100%
Vineland (PY)	20	11	55%	5	4	1	80%
Virginia (PY)	20	20	100%	4	4	0	100%
Wesley (PY)	60	38	63%	17	13	4	76%
Willow (PY)	40	39	98%	9	9	0	100%
Home Base Kern 152	152	97	64%	14	14	0	100%
SJC EHS HB 130	142	72	51%	12	9	3	75%
Total	2083	1438	69%	554	438	116	79%

Funded Enrollment	2083	1438
		69%

Active Enrollment	1641	1438
		88%

Closed Classrooms	Funded Enrollment	Staff Vacancies
Bakersfield College ~ 32		
Class 1	8	0
Gianone ~ 16		
Class 1 & 2	16	6
Harvey Hall EHS ~ 60		
Class 7 & 8	16	5
Harvey Hall HS ~ 80		
Class C-FD	20	3
Class D-FD	20	3
*MJM EHS ~ 16		
Class 1	8	3
Class 2	8	3
MJM HS ~ 55		
*Class A- FD	20	3
Class B- FD	17	2
Class C- FD	15	2
Oasis EHS ~ 8		
Class 1 (HB)	2	2
Oasis HS ~ 37		
Class B-SS	17	3
Class C- SS	20	2
Pete Parra EHS ~ 48		
Class 3	5	2
Class 4	3	2
Class 5	20	2
Class 6	20	2
Pete Parra HS ~ 80		
Class B-FD	8	1
Class D-FD	20	3
Prim. Pasos HS ~ 60		
Class C- FD	20	3
Rosamond ~ 60		
Class A-PD	20	2
San Diego ~ 32		
Class 2 & 3	4	1
Shafter EHS ~ 24		
Class 2	4	0
Stockdale HS ~ 60		
Class A-D-PD	60	11
Sterling EHS ~ 64		
Class 3	4	1
Class 7	8	1
Class 8	8	3
Vineland ~20		
Class A	8	1
Taft College ~ 60		
Class 5	8	0
SJC EHS HB ~ 130		
Lathrop 3	11	1
Stockton 6	12	1
Wesley ~60		
Class A-D	12	4
Classrooms Fully Closed	Total Slots	Staff Vac.
40	442	78
* MJM slots moved to Angela Martinez and Sterling		
	Slots	Staff Vac.
Closed Enrollment	21%	67.24%
Open Enrollment	79%	32.76%



DATE May 15, 2024

TIME 12:00 pm

LOCATION CAPK Administrative Office
Executive Conference Room
1300 18th Street, 3rd Floor
Bakersfield, CA 93301

Program Review & Evaluation Committee Minutes

1. Call to Order

Committee Chair Ana Vigil called the meeting to order at 12:08 pm at the Community Action Partnership of Kern Administrative Building, located at 1300 18th Street, 3rd Floor, Bakersfield, CA.

2. Roll Call

Roll call was taken with a quorum present.

Present: Ana Vigil, Yolanda Ochoa, Gina Martinez

Absent: Fatima Echeverria, Jimmie Childress

Others Present: Jeremy Tobias, Chief Executive Officer, Pritika Ram, Chief Business Development Office, Karen Vasquez, Senior Community Development Specialist, Carol Hendricks, Enrollment and Attendance Manager, Jerry Meade, Assistant Director of Head Start - Program, Susana Magana, Director of Health & Nutrition, Kelly Lowery, Food Bank Administrator

Public Comments

No one addressed the Committee.

3. Program Presentation

a. M Street Navigation Center presented by Laurie Hughey, Program Administrator

Laurie Hughey presented an overview on the M St. Navigation Center and announced that the center celebrated its 4th anniversary on May 14th. Laurie reported the shelter currently has 147 beds, serves clients ages 18 years and older, provides 3 meals per day, clothing, hygiene items, laundry services, personal storage spaces and pet care with kennels. Other partners are on site offering services, which include financial literacy, substance abuse, mental health services with therapists & recovery specialists, portable dental and medical services once a month, bible study, relapse prevention, and public defender assistance. When clients are matched with permanent housing, they are required to have a background check and if they are not cleared, the public defender will assist with moving the process forward.

Ana Vigil asked if clients still go to homeless court if they have public defender services on site. Laurie responded that they still go to homeless court, however, the public defender helps clients that have open warrants or have a history of missing court date appearances.

Laurie continued sharing the services available and said that anger management services are available at no cost as some of the clients have court mandated orders to attend. Other services include Medi-Cal assistance, DHS Partnership,

Recycling Lives (on the job paid training), project Hire-up (partnership with BC and City Serve), VITA Tax Services, and the M St. café which is open 4 days a week and run by volunteers.

Since the opening date in May of 2020, a total of 4,116 clients have been served, which is an average of 200 clients served per month. Since the opening of the Safe Camping in June of 2022, the Safe Camping has served 445 clients, with 344 of those clients having been placed in permanent supportive housing. A barrier to providing housing is due to the current housing crisis and finding placement for registered sex offenders. Jeremy Tobias added to the barrier with permanent housing is finding available units and Laurie added that other programs are also attempting to place their clients into the same limited available housing.

Laurie also shared a success story about a client with autism that ran away and showed up at the safe camp site in January of 2023 and stayed for two nights. A few weeks later he was referred to M St. Navigation Center. Due to his autism and strict diet (Vegan), the center took him under their wing and went the extra mile to get him back on his feet. They later discovered his mother was actively looking for him and was reunited and is reportedly doing very well now.

Gina Martinez asked if CAPK works with Veterans. Laurie replied that some of the clients are Veterans and they are referred to the Veteran's Center next door.

Ana Vigil asked if clients are provided with appliances and other necessary home items when they are transitioned into housing, and also asked about clients receiving assistance with Social Security benefits. Laurie responded that in the past, they were able to offer move out kits with basic home essentials gathered by volunteers, however, they are now trying to work with City Serve to get supplies to provide to the clients transitioning into permanent housing. Laurie also said that staff does provide assistance to the clients to retrieve their Social Security cards and screening to determine if they are eligible for benefits as well as connecting them with the SOAR (SSI/SSDI Outreach Access and Recovery) program.

Yolanda Ochoa asked if anger management services is only offered on site. Laurie confirmed that other providers exist, but on-site services offer more convenience for clients and that City Serve provides a free program on Fridays at 8:30 AM. Yolanda added that in Lake Isabella, Clinica Sierra Vista offers free assistance on Wednesdays but there are no other providers in the area that accepts Medi-Cal for anger management.

4. New Business

a. April 2024 Program Reports Pritika Ram, Chief Business Development Officer – ***Action Item***

Pritika Ram presented the April 2024 Program Reports for approval and provided highlights from each of the Divisions. Pritika requested that Emilio Wagner provide an update in a few months regarding the upcoming move of the Central Kitchen move. Jeremy added that the construction is currently on hold as they are waiting for approval of the 1303 from Head Start Region IX to move forward. The design work is essentially complete. The new Central Kitchen will be co-located between Pete Para Childcare Center and the Food Bank, in the existing warehouse and maintenance building.

The Community Development Division reported on the RFP process for the new strategic plan that has begun. The goal is to find a consultant firm a year prior to when the required in-person engagement begins. Staff will be sending emails soon to schedule training and begin the pre-work.

Motion was made and seconded to approve the April 2024 Program Reports. Carried by unanimous vote (Martinez/ Ochoa).

- b. April 2024 Application Status Reports & Funding Profiles – Karen Vasquez, Senior Community Development Specialist – **Action Item**

Karen Vasquez presented the April 2024 Application Status Report and began by highlighting two awards during the month of April. One for \$1,000,000 from the City of Bakersfield for tenant based rental assistance. The second award was for \$8,000 from the California Coastal Commission for the Kids Ocean Day Program to organize field trips through the Friendship House and Shafter Youth Center to learn about marine debris and participate in a beach cleanup day.

Karen also presented information on the three Funding Profile requests.

Motion was made and seconded to approve the April 2024 Application Status Reports & Funding Profiles. Carried by unanimous vote (Ochoa/Martinez).

- c. San Joaquin County of Education Funding Application for California State Preschool Program Funding – **Action Item**

Jerry Meade presented the funding application for San Joaquin County Office of Education and discussed the opportunity that was presented to CAPK to offer pre-k services in San Joaquin County. The Head Start Division agreed there is a need for full-day services for children transitioning out of the Early Head Start program. The application will allow the agency to become a state funded partner with the California State Preschool Program (CSPP) and begin the Head Start partnership with their grant. This model will support full-day services.

The St. Mary Center is the potential location for the pre-k services. The RFA is published and due Monday May 20th. Approval is requested to submit the application to be considered for the contract, and if accepted, then staff will return to the Board requesting approval for the contract, which is not to exceed \$200,000.

Motion was made and seconded to approve the San Joaquin County of Education Funding Application. Carried by unanimous vote (Ochoa/Martinez)

- d. April 2024 Head Start/State Child Development Division/Program Monthly Activity Report – Carol Hendricks, Enrollment and Attendance Manager - **Action Item**

Carol Hendricks presented the above action item for approval and provided the committee with highlights from the April 2024 report.

Motion was made and seconded to approve the April 2024 Head Start/State Child Development Program Activity Report. Carried by unanimous vote (Ochoa/Martinez).

- e. CY 2023 Community Services Block Grant (CSBG) Annual Report – **Info Item**

Pritika Ram and Ryan Dozier presented on the CSBG Annual Report and noted that CSBG previously focused only on programs that received their funding (about 6-8 programs). CSBG later asked for the entire agency information. The report period is January 1 - December 31 and is typically due at the end of February. Pritika reported that each year, the submission process has been smoother, and the reporting is more accurate thanks to the enhancements in capturing data.

Pritika provided some of the Module 1 highlights and management accomplishments, solutions, and continuous improvement. One successful accomplishment was the Food Bank Expansion and Food Insecurity Assessment which aligns with Goal 1 of the agencies Strategic Plan. The second highlight was onboarding the CalAIM program to offer targeted services at risk of homelessness alongside their health plan.

Ana Vigil asked if CAPK has a FISH program (Financial Independence Starts Here) which is a program from United Way. Pritika responded that the agency is actively pursuing funding for a financial education program.

Ryan Dozier presented the unduplicated data of 114,670 clients served and 66,447 households served in 2023. More programs are being digitized to improve data collection. Demographic data tracking is still under development since most programs are not required to track that information which is why there is a relatively large amount of unknown data. The un-duplication process is led by the IS team and is heavily reliant on unique Identifiers. Some barriers are paper tracking, technical issues, and data quality (missing identifiers). In 2024, the IS team requested data on monthly basis to alleviate the millions of data files compiled at the end of the year.

Gina Martinez asked if military service is tracked, and if unique identifying numbers are requested to help eliminate the duplication of clients. Ana Vigil also suggested tracking nicknames (aka) to help eliminate duplications in the system. Ryan shared that those fields are available but not required by all programs to report, however, they are looking to implement specific PI's required across the board.

5. Committee Member Comments

Yolanda Ochoa said that she felt the board volunteer hours reported seem low. Pritika Ram said the data reported is validated so only validated hours are reported, even though there may be other volunteer hours that are not tracked or recorded. All hours must be verified, and staff will work with Board Members to input additional volunteer hours in the Volunteer Management System.

6. Next Scheduled Meeting

Program Review & Evaluation Committee
12:00 pm
June 12, 2024
CAPK Administrative Office, Executive Conference Room
1300 18th Street, 3rd Floor
Bakersfield, CA 93301

7. Adjournment

The meeting was adjourned at 1:13 pm



June 2024 PRE Committee

May 2024 Program Monthly Reports



Housing and Supportive Services

Coordinated Entry Services
M Street Homeless Navigator Center
CalAIM - Homeless Services
Adult Re-entry Program

**Community Action Partnership of Kern
Monthly Report 2024**

Month	May-24	Program/Work Unit	M Street Navigation Center		
Division/Director	Rebecca Moreno	Program Manager	Laurie Hughey		
Reporting Period	January 1, 2024 - December 31, 2024				
Program Description					
CAPK operates the 147-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals, showers, laundry and an array of mental health, medical care, dental and economic resources to un- sheltered individuals with pets and partners.					
Shelter Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) (FNPI 4a & SRV 7b, SRV 4m)	112	474	1,500	7%	32%
Total Clients Served	200	804	2,400	8%	34%
Pets (i.e., kennel, emotional support assistance and service pet)	7	51	75	9%	68%
Residents Under 90 days length of stay	63	283	800	8%	35%
Exits to Permanent Housing (FNPI 4b)	6	27	114	5%	24%
Exits-Self	69	139	150	46%	93%
Exits-Involuntary	20	170	700	3%	24%
Case Management Services (SRV 7a)	803	2,402	8,000	10%	30%
Critical Incidents	37	167	250	15%	67%
Shelter Residents Meals (SRV 5ii)	7,780	30,825	70,000	11%	44%
Number of Volunteers (duplicated)	126	461	100	126%	461%
Volunteers Hours (duplicated)	195	740	3,000	7%	25%
Safe Camping	Month	YTD	YTD Goal	Month Progress	Annual Progress
Total clients served (SRV 7b)	77	321	500	15%	64%
Current client census	48	212	300	16%	71%
Meals (SRV 5ii)	2,664	11,189	20,000	13%	56%
Pets	12	53	75	16%	71%
Clients moved to Shelter (SRV 4m)	0	4	15	0%	27%
Exits to Permanent Housing (FNPI 4b)	3	7	20	15%	35%
Exits-Self	10	22	50	20%	44%
Exits-Involuntary	5	35	75	7%	47%
Critical Incidents	4	19			
Safe Parking	Month	YTD	YTD Goal	Month Progress	Annual Progress
Total clients served	14	52	30	47%	173%
Current client census	14	52	25	56%	208%
Clients moved to Shelter (SRV 4m)	0	1	10	0%	10%
Explanation (Over/Under Goal Progress)					
Program Strategic Goals		Progress Towards Goal			

**Community Action Partnership of Kern
Monthly Report 2024**

1. Number of clients participating in job training program, (i.e., Project Hire-Up, financial Literacy, Recycling Lives, Open Door Network).	Eleven clients currently participating in a work, and 8 clients participating in Project Hire Up.
2. Increase job retention/recruitment at M street by (1) developing job descriptions that accurately reflect job performance and (2) regrading/classification of job descriptions.	Job descriptions are currently being reviewed, this is an on-going process.
3. Increase the number of clients who transition to permanent housing by 10% from the prior year (2023 - 114 clients) to 120 clients.	Six clients were placed in permanent housing this month, which brings the total to 27.

M Street Navigation Center - Client Demographic Information

Race Demographic	Month
18 - 24	12
25 - 34	37
35 - 44	52
45 - 54	42
55 - 61	35
62+	22
Total:	200

Race Demographic	Month
American Indian or Alaska Native	2
Asian	1
Black or African American	41
Hispanic/Latina/e/o	28
White	70
Multiple races	58
Client Don't know / Refused	
No Answer	
Total:	200

Gender	Month
Female	87
Male	112
Trans Female and Male (Male to Female, Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	
Client doesn't know	1.00
Client refused	
No Answer	
Total:	200

Zip Code	Month	Zip Code	Month
93301	29	93250	1
93302	1	93501	1
93304	22	93022	1
93305	23	91102	1
93306	9	96001	1
93307	20	93555	1
93308	15	93561	2
93309	8	92083	1
93311	1	93280	1
93312	2	30011	1
93313	2	93203	1
93314	3	86351	1
93385	1	97201	1
90212	1	38109	1
93505	1	24521	1
93212	1		
95502	1		
93714	1		
93240	1		
93534	1		
90044	1		
Not specified	40		
Total			200

**Community Action Partnership of Kern
Monthly Report 2024**

Safe Camping - Client Demographic Information

Race Demographic	Month
18 - 24	4
25 - 34	16
35 - 44	16
45 - 54	28
55 - 61	8
62+	5
Total:	77

Race Demographic	Month
American Indian or Alaska Native	2
Asian	0
Black or African American	11
Hispanic/Latina/e/o	5
White	34
Multiple races	25
Client Don't know / Refused	
No Answer	
Total:	77

Gender	Month
Female	32
Male	45
Trans Female and Male (Male to Female, Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	
Client doesn't know	
Client refused	
No Answer	
Total:	77

Zip Code	Month	Zip Code	Month
93301	11		
93304	14		
93305	10		
93306	3		
93307	8		
93308	8		
93309	6		
93311	1		
93312	3		
93314	1		
93215	1		
95322	1		
93251	1		
93501	1		
93275	1		
Not specified	7		
Total			77

Program Highlights



Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

**Community Action Partnership of Kern
Monthly Report 2024**

Month	May-24	Program/Work Unit		CalFresh Healthy Living		
Division/Director	Susana Magana		Program Manager	Alan Rodriguez		
Reporting Period	January 1, 2024 - December 31, 2024					
Program Description						
The CalFresh Healthy Living (CFHL) program, Funded by the USDA and administered by CDSS, improves the nutritional health of low-income Kern County residents by providing access to nutrition education, physical activity education, and leadership within community collaboratives that focus on health and nutrition. The program does this by providing Direct Education classes, Indirect Education materials and resources, and Policy Systems and Environmental Changes (PSE's). The CFHL program has three (3) subcontractors that assist in carrying out the goal of educating the student population.						
Supplemental Nutrition Assistance Program-Education(SNAP-Ed) eligible participants, receiving Nutrition Education 10/1/2022-9/30/2023 (SRV 5ff)		Month	YTD	YTD Goal	Month Progress	Annual Progress
Community Action Partnership of Kern (CAPK) Direct Education provided.		48	739	1,100	4%	67%
Kern County Superintendent of Schools (KCSOS) Subcontractor Direct Education provided.		1085	5,740	6,000	18%	96%
Kernville Unified School District (KUSD) Subcontractor Direct Education provided.		276	2,254	2,000	14%	113%
Lamont Elementary School District (LESD) Subcontractor Direct Education provided.		1461	4,000	2,500	58%	160%
Cumulative Indirect Education: Indirect education, for SNAP-Ed purposes, is defined as the distribution or display of information and resources which involve no participant interaction with an instructor or multimedia.		2240	8,383	30,000	7%	28%
Policy Systems and Environmental Changes (PSE's)		Month	YTD	YTD Goal	Month Progress	Annual Progress
Partner with 6 agencies/program to evaluate/implement the Nutrition Pantry Program (NPP) to implement Trauma Informed Care practices with-in the food pantry.		0	4	6	0%	67%
Partner with 3 Clinics to implement Food Insecurity screening practices.		0	1	3	0%	33%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals		Progress				
Minimize staff turn-over and become fully staffed.		The CFHL Program is fully staffed as of March 2024.				

**Community Action Partnership of Kern
Monthly Report 2024**

Partner with community agencies and collaboratives that are SNAP-Ed approved, including other CAPK Programs, to increase the amount of Direct and indirect Education to improve the opportunities for the SNAP-Ed eligible population to choose healthier food choices, physical activity, and review nutrition information.	The month of May 2024 CFHL partnered with Cal City Farmer's Market to provide Direct Education classes to add value to the Food Navigator Program currently being implemented. The CFHL program was able to offer an incentive program to participants who complete the series-based classes that we offer. The 7 participants who completed the course were eligible to receive \$50 voucher which is meant to be used towards groceries. The CFHL program also attended community events Bakersfield College's Food Distribution, Bakersfield Recovery services, East Bakersfield Festival, Spring Resource Fair at CAPK Kern Family Resource Center, Beale Library and F St, Farmer's Market.
Progress with Policy Systems and Environmental Changes (PSE) Initiatives.	Policy Systems and Environmental Changes (PSE) are longer-term projects that are aimed at implementing and sustaining long-term changes. CFHL presented NPP to Bread of Life and Pacific Health Education Cognitive Center (PHECC) Pantry. Both Pantries are interested in becoming client choice pantries. CFHL Health Educators have scheduled an HFPAT in June with PHECC. In addition, Premier Valley Medical Group (PVMG) confirmed they will begin to pilot the Food Insecurity Screen and Referral intervention the first week on June and have scheduled nutrition classes to begin the last week of June. CFHL will continue
Program Highlights	
CFHL successfully hosted it's Second Annual Rethink Your Drink Day Event at MLK Park on May 11th, joined by 32 community vendors , including the Food Bank who helped provide Food Boxes and Fresh Produce to the community. This event encouraged the community to drink more water and healthier alternatives to sugar sweetened beverages. The goal was to highlight the benefits of drinking healthy beverages, eating nutritious foods and the importance of being physically active. Girls Trek led 2 laps around MLK park followed by Zumba with Aida with Wow Nutrition. Omni Mobile Dental Clinic also helped provide onsite services to families throughout the event.	

**Community Action Partnership of Kern
Monthly Report 2024**

Month	April-24	Program/Work Unit	Food Bank			
Division/Director	Health & Nutrition, Susana Magana		Program Manager	Kelly Lowery		
Reporting Period	January 1, 2024 - December 31, 2024 <i>(Note: The data represents information from two months earlier.)</i>					
Program Description						
The Food Bank provides food assistance to low-income families and individuals through a network of more than 200 agency partner distribution sites across Kern County. The CAPK Food Bank is the primary organization responsible for distributing State and Federal emergency food assistance for Kern County neighbors in need. Additionally, the Food Bank is the Feeding America affiliate food bank for Kern, facilitating grocery rescue [Fresh Rescue Program] to support the network of more than 150 Pantries across the county. Every month, the food bank distributes between more than 1.5 million pounds of food which reaches tens of thousands of Kern County food insecure neighbors.						
The Emergency Food Assistance Program (TEFAP)		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements - TEFAP		59,647	211,309	600,000	10%	35%
Pounds Distributed		850,781	3,142,411	10,000,000	9%	31%
Pantry Program		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements - Pantry Program		97,090	286,753	1,000,000	10%	29%
Pounds Distributed		351,321	1,189,176	5,000,000	7%	24%
Fresh Rescue		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements <i>(Not included in Pantry Program)</i>		27,406	55,577	150,000	18%	37%
Pounds Distributed <i>(total)</i>		214,112	434,197	1,250,000	17%	35%
Commodity Supplemental Food Program (CSFP)		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements - CSFP		5,311	15,113	60,000	9%	25%
Pounds Distributed		194,922	563,342	2,000,000	10%	28%
Free Farmers Markets		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements - Free Farmers Markets <i>(includes some connected to TEFAP)</i>		15,065	45,964	175,000	9%	26%
Pounds Distributed		105,494	305,525	1,200,000	9%	25%
Brighter Bites		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements - Brighter Bites		2,618	9,171	30,000	9%	31%
Pounds Distributed		43,921	98,191	450,000	10%	22%
Snack Attack		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements - Snack Attack		2,072	4,898	15,000	14%	33%
Pounds Distributed		1,174	3,045	12,500	9%	24%
Community Events & Other		Month	YTD	Annual Goal	Month Progress	Annual Progress
Neighbor Engagements - Community Events		995	3,763	15,000	7%	25%
Pounds Distributed		95,537	361,272	1,200,000	8%	30%

**Community Action Partnership of Kern
Monthly Report 2024**

Totals	Month	YTD	Annual Goal	Month Progress	Annual Progress
Total Neighbor Engagements	210,204	572,902	2,045,000	10%	28%
Total Pounds Distributed (SRV 5jj)	1,857,262	5,246,378	21,112,500	9%	25%
Volunteers (SRV 6f)	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training (e.g., paid partnership through service providers, duplicated)	38	139	350	11%	40%
Other Volunteers (i.e., general public, duplicated)	173	442	1,750	10%	25%
Explanation (Over/Under Goal Progress)					
Total neighbor engagements continue to rise. This is the 2nd consecutive month we have facilitated more than 200K neighbor engagements across the various Food Bank programs. This trend is concerning, especially in light of the impending end to a significant source of revenue for food purchasing that will create a critical strain on the remaining resources available.					
Program Strategic Goals		Progress Towards Strategic Goals			
In light of a potential change in funding, Food Bank staff are reconsidering the program's strategic goals.					
Program Highlights					
In April, Program Administrator Kelly Lowery attended the annual Feeding America Conference where he learned best practices and networked with other Food Bank CEOs from around the nation. Also in April, Food Bank Administrator Kelly Lowery joined other CAPK staff along with more than a dozen others from organizations around Kern County in the first meeting of the reconstituted Kern Food Policy Council.					

**Community Action Partnership of Kern
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Month	May-24	Program/Work Unit		Migrant Childcare Alternative Payment (MCAP)	
Division/Director	Susana Magana		Program Administrator	Laura Porta	
Reporting Period	January 01, 2024 to December 31, 2024				
Program Description					
The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidies to migrant, agriculturally working families. Once families are authorized, their services are certified based on their verified need for childcare services. MCAP maximizes parental choice for services and utilizes the approved childcare providers in our communities to satisfy the family's need for services. Families can apply for childcare services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, they can migrate anywhere in California to follow agricultural work, and their childcare services can continue.					
Program Reimbursements (CY Jan - Dec 2024) Note: duplicated below for program fiscal year.		Current Month	YTD	Goal	Annual Progress
Provider Payments-Subsidies Expended (SRV7e)		2,638,775	10,123,312	23,000,000	44%
Program FY Reimbursements Progress (FY Jul 2023- Jun 24)		Current Month	YTD	Goal	Annual Progress
Provider Payments-Subsidies Expended (SRV7e)		2,638,775	25,545,235	23,000,000	111%
Services	Current Month				
Active Child Enrollment	2,812				
Active Childcare Providers (SRV 7f)	506				
	Prev- Month	Add (+)	Drop (-)	Current Month	
Waiting List Totals (children)	17	5	3	19	
Explanation (Over/Under Goal Progress)					
The Migrant Childcare Alternative Payment (MCAP) is currently fully enrolled and expected to earn 100% of the current contract amount. Our program is focused in continuing to increase our waiting list pool and enhancing our program's compliance level.					
Program Strategic Goals		Progress Towards Strategic Goal			
1. Fill Staff Vacancies.		During the month of May the Migrant Childcare Program Welcomed a new Subsidized Reimbursement Specialist to our team. Onboarding was completed and training will be ongoing. The hiring of this staff member will allowed our team to reevaluate the reimbursement department's specialist workload and reduce caseload totals per specialist. We will focus on targeting the increase of quality and accuracy of work in the upcoming months.			
2. Staff Retention and Professional Development (Training).		Management continued to provide ongoing technical assistance and training. During the month of may our team coordinated the certification of CPR/First Aid and 34 members of our team completed their training and became certified.			

**Community Action Partnership of Kern
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3. Contingency Staffing Plan & Solidify Program Growth.	Management was able to complete MCAP's PSE in collaboration with our HeadStart Team and the survey and audit results will be utilize to create a work plan for FY 24/25. The plan will include staff training and development, compliance verification, and streamlining our reporting process. Further, training and development of management staff will be a primary focus of FY 24-25.
Program Highlights	
The Migrant Childcare Alternative Payment (MCAP) is currently fully enrolled and expected to earn 100% of the current contract amount. Management successfully completed an extensive review of our process, a self audit and issued a participant survey to gauge service and program participant satisfaction. It is exiting to report that over 623 responses were collected with a marked satisfactory response of over 99.99%. Our survey results included participant families and providers. CMAP's PSE results will be used to guide our improvement efforts and work plan for FY 24/25.	

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Month	May-24	Program/Work Unit		Women Infants & Children (WIC) Nutrition		
Division/Director	Susana Magana		WIC Program Administrator	Marissa Ortiz-Cortez		
Reporting Period	January 1, 2024 - December 31, 2024					
Program Description						
The Women Infants & Children (WIC) program provides education, breastfeeding support and food benefits for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 16 sites throughout Kern County, 5 locations in San Bernardino County.						
Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
Caseload (SRV 5g)		14,471		14,610		99%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)		1,088		900		121%
Local Vendor Liaison-Contact Stores (contact 67 vendors 1 contact required per quarter totaling 268 contacts per year)		5	72	268	2%	27%
Outreach		Month	YTD	Goal	Month	Annual
Online Enrollment		159	865	1,200	13%	72%
WIC Presentations and Outreach Events		4	35	100	4%	35%
Publication in newspaper, television, and/or social media postings (English and Spanish)		36	166	350	10%	47%
Regional Breast Liaison (RBL)		Month	YTD	Goal	Month Progress	Annual Progress
Meet with key community stakeholders (i.e., medical managed care, hospital staff, lactation support, health care providers, other WIC agencies) in Region 24 to increase breastfeeding awareness and referrals to the WIC program, as well as share WIC digital materials and utilization.		0	0	120	0%	0%
Peer Counseling Program (PCP)		Month	YTD	Goal	Month Progress	Annual Progress
Provide basic breastfeeding education and encouragement to WIC PCP participants.		212	1,225	1000	21%	123%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals			Progress			

**Community Action Partnership of Kern
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The WIC program is finalizing changes to the organizational chart, classifications, and job descriptions. After conducting the salary analysis, the WIC program has formulated competitive salaries which will improve recruitment and retention of staff. Our goal is to reach 100% of our contractual caseload requirement in June.	The WIC program has reached 99% of the contractual caseload requirement for two consecutive months.
Program Highlights	
In the month of May, WIC CAPK reached 99.05% of the participation caseload requirement	



Youth and Community Services

East Kern Family Resource Center
Oasis Family Resource Center
Energy, Weatherization, and Utility Assistance
Friendship House Community Center
Shafter Youth Center
Volunteer Income Tax Assistance

**Community Action Partnership of Kern
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Month	May-24	Program/Work Unit	East Kern Family Resource Center (EKFRC)		
Division/Director	Fred Hernandez Youth & Community Services	Program Manager	Anna Saavedra		
Reporting Period	January 1, 2024 - December 31, 2024				
Program Description					
East Kern Family Resource Center (EKFRC) is a regional resource center based in Mojave, Ca. The EKFRC provides assistance to low-income individuals and families from the desert and Tehachapi Mountain communities. The primary focus is to assist individuals and families who are facing housing insecurities and to prepare children 0-5 years of age to enter kindergarten successfully. The EKFRC also provides individuals and families with basic need services, clothing, diapers, food, household items, hygiene kits, blankets, business services, VITA, and assistance with HEAP applications.					
Homeless Housing Assistance and Prevention (HHAP) Rural Drop-in Center	Month	YTD	Annual Goal	Month Progress	Annual Progress
Case Management Services (SRV 7a)	4	4	60	7%	7%
Street Outreach and Education	8	8	75	11%	11%
HHAP Linkages to Services (Referrals)	Month	YTD			
California Driver's License (SRV 7j)	1	2			
Social Security Insurance (SSI) (SRV 7i)	0	0			
Medical Services (SRV 7c)	4	20			
Mental Services (SRV 7c)	2	9			
Housing Placement (e.g., transitional, temporary, permanent) (SRV 4m, 4n, 4o)	2	8			
Educational and Career Development (SRV 7c)	0	4			
HHAP Distribution of Supplies	Month	YTD			
Food Assistance (SRV 5jj)	34	143			
House Hold Items	13	60			
Hygiene Kits (SRV 5oo)	16	57			
Emergency Clothing (SRV 7n)	35	160			
Administrative Services & Copies	11	41			
Transportation Services (SRV 7d)	0	5			
Educational Supplies (SRV 2k)	0	0			

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Covid - 19 Supplies (SRV 5oo)	1	18			
First 5 Kern	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	0	3	30	0%	10%
Children Receiving Case Management Services (SRV 7a)	0	2	30	0%	7%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	8	10	0%	80%
Children Educational Center Base Activities (FNPI 2b)	5	11	30	17%	37%
Children Educational Home Base Activities (FNPI 2b)	0	7	30	0%	23%
Children Summer Bridge Activities (FNPI 2b)	0	0	15	0%	0%
Collaborative Meetings Participated	1	5	12	8%	42%
Family Support Services for non-clients with children 5 and under	36	136			
First 5 Total	42	172			
First 5 Kern/ Department Health Services	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)
Family Support Services for non-clients with children 6-18 (SRV 2e K-12)	29	222			
CalCapa Diaper Supply Bank	Month	YTD	Annual Goal	Month Progress	Annual Progress
Diaper Supply Management Enrollment Unduplicated (NPI5.2)		108	150	0	#DIV/0!
Monthly Diaper Kit Supply Delivery Duplicated (SRV5.nn)	87	344	1800	0.048333	5.23255814
Walk-In Community Services (Duplicated Clients & Case Managed Clients)	Month	YTD			
Administrative Services & Copies	158	645			
Baby Supplies (SRV 2w)	72	265			
Covid - 19 Supplies (SRV 5oo)	0	37			
Court Mandated Parenting Correspondence (SRV 2w)	4	15			
Educational Supplies (SRV 2k)	4	42			
Emergency Clothing (SRV 7n)	149	619			

**Community Action Partnership of Kern
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Food Assistance (SRV 7c)	160	738	
Household Items (SRV 7c)	89	310	
Hygiene Kits (SRV 7c)	15	65	
Referrals (SRV 7c)	45	202	
Transportation Services (SRV 7d)	10	24	
Explanation (Over/Under Goal Progress)			
We are under in enrollments in our Center-based program. Our biggest challenge was enrolling children who are fully potty trained. We continue to promote our case management program in which our case-manager is working with the parents in providing them with a family service plan which includes ideas on potty training.			
Program Strategic Goals		Progress Towards Goal	
1. Secure additional funding to cover operational costs and improve the delivery of services.	We are excited and expecting 2 pellets of baby items sent to us by Baby2Baby. We also were awarded \$5,109.00 by Kern Cares for the children of East Kern.		
2. Partner with private enterprises to boost program visibility and foster meaningful relationships.	We had the opportunity to host a Spring Resource Fair in our own backyard. We had many community partners come out to promote their organization and the services they provide to the East Kern community. We had about 100 families attend. The first community resource fair was a success.		
3. Improve on-site services to more effectively connect with the East Kern target population.	We would love to bring on the WIC program into our site, a couple days a month would be very beneficial to the families f Mojave. The closest WIC offices are in Tehachapi, Rosamond and California City. One of the biggest challenges for families is transportation in order to attend a WIC appt.		
Program Highlights			
We held our first Spring Resource Fair, we partnered with Bridge Builders and numerous organizations who came out and shared their services with the East Kern Community. We had free books, clothing and so much more. We attended Mental Health Awareness Fair and shared our services with their clients. We provided food boxes to the families who were interested, we also shared all our services that we provide here at our East Kern Family Resource Center.			

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Month	May-24	Program/Work Unit	Oasis Family Resource Center		
Division/Director	Youth & Community Services Freddy Hernandez		Program Manager	Eric Le Barbé	
Reporting Period	January 1, 2024 - December 31, 2024				
Program Description					
The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgecrest and surrounding communities. They focus on providing case management and educational support to families to build resilience.					
First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	0	3	30	0%	10%
Children Receiving Case Management Services (SRV 7a)	0	4	30	0%	13%
Parents Participating in Court Mandated Classes (FNPI 5d, and SRV 5mm)	0	7	10	0%	70%
Children Educational Home Base Activities (FNPI 2b)	0	3	15	0%	20%
Children Summer Bridge Activities (FNPI 2b)	0	0	10	0%	0%
Family Support Services for non-clients with children 5 and under (SRV 2w)	24	132			
First 5 Total	24	149			
First 5 Kern/ Department Health Services	Month	YTD	Annual Goal	Month Progress	Annual Progress
Family Support Services for non-clients with children 6-18 (SRV 2e K-12)	32	156			
Planned Parenthood	Month	YTD	Annual Goal	Month Progress	Annual Progress
LiFT Delivery Seminar to 10 Parents/Guardians (SRV 5l, and SRV 5mm)	0	10	10	0%	100%
LiFT Delivery Seminar to 10 Youth 13-19 (SRV 5l)	0	14	10	0%	140%
Plan A Sex Education Kits for qualifying youth 16-19 (SRV 5m)	10	66	75	13%	88%
CalCAPA Diaper Supply Bank	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)
Diaper Supply Management Enrollment Unduplicated (NPI5.2)	14	213	150	9%	142%
Monthly Diaper Kit Supply Delivery Duplicated (SRV5.nn)	128	773	1800	7%	43%
Walk-In Community Services (Duplicated & Non First 5 Clients)	Month	YTD			
Administrative Support (SRV 7c)	62	364			
Baby Supplies (SRV 2w)	109	482			
Copies	14	147			
Court Mandated Parenting Correspondence (SRV 2w)	1	20			
Educational Supplies (SRV 2k)	21	149			

**Community Action Partnership of Kern
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Emergency Clothing (SRV 7n)	21	67	
Food (SRV 7c)	146	679	
Household Items (SRV 7c)	118	689	
Referrals(SRV 7c)	42	384	
Transportation Assistance (SRV 7d)	31	150	
Total Community Services	565	3131	
Explanation (Over/Under Goal Progress)			
The Oasis FRC met all its First 5 Kern goals for the fiscal year 2023-2024.			
Program Strategic Goals		Progress Towards Goal	
1. Apply for three funding opportunities that would help extend range of services outside First 5 clients for under served families (Parenting, Children 6-18, seniors, and homeless individuals).		An application for baby items was submitted in May to Baby 2 Baby this month requesting diapers (new born and size 7), pull-ups, and strollers.	
2. Participate in community outreach activities to promote CAPK & Oasis FRC services and seek donations from local business partners (in-kind and monetary).		The Oasis FRC received the Community Action Proclamation Award at Ridgecrest City Hall this month. The Oasis FRC participated in the Senior event at Desert High Fitness promoting services for seniors.	
Program Highlights			
The First 5 Kern Evaluation/Program Director conducted a site evaluation on May 8 and confirmed that all goals have already been met for current fiscal year ending June 30, and that all Oasis files are complete and in order and there were no further actions items to complete. The Oasis Family Resource Center provided community services responding to a total of 289 inquiries in the month of May 2024			

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Month	May-24	Program/Work Unit		Energy & Utility Assistance		
Division/Director	Fred Hernandez		Program Administrator	Wilfredo Cruz Jr.		
Reporting Period	January 1, 2024 - December 31, 2024					
Program Description						
The Energy Program assists income-eligible Kern County residents with utility bill payment, free weatherization, and energy education at no cost to the participant. Weatherization services include weather stripping; repair or replacement of windows and doors, heating/ cooling appliances, stoves, refrigerators, and more.						
Low-Income Household Water Assistance Program (LIHWAP) 2021 Ends March 2024		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		0	1,551	700	0%	222%
Utility Payments		\$ -	\$ 502,583.01	\$302,457	0%	166%
Low-income Home Energy Program (LIHEAP) 2024		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		683	3,381	3,200	21%	106%
Utility Payments		\$ 664,743	\$ 3,806,952	\$ 4,947,219	13%	77%
Households Served - Weatherization		17	78	200	9%	39%
Emergency Supplemental Low-Income Energy Assistance Program (ESLIHEAP) 2023 Ends May 2025		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		10	308	450	2%	68%
Utility Payments		\$ 10,486	\$ 545,089	\$ 744,877	1%	73%
Department of Energy (DOE) Bi-partisan Infrastructure Law (BIL) - Weatherization Assistance Program (WAP)		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Weatherization		0	0	54	0%	0%
Totals		Month	YTD	Goal	Month Progress	Annual Progress
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)		693	5,240	4,350	16%	120%
Total Utility Payments		\$ 675,229	\$ 4,854,625	\$ 5,994,553	11%	81%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t)		17	78	254	7%	31%
Weatherized Homes (Note: The data represents work submitted to CSD for reimbursement - delayed by 2 months)□		Month	YTD	Goal	Month Progress	Annual Progress
Total Households Weatherized		11	55	200	6%	28%
Total Weatherized Homes Payments		150,844	\$ 785,845	\$ 2,677,067	6%	29%
Explanation (Over/Under Goal Progress)						
1) DOE WAP contract is currently underway - anticipate jobs to start closing within next couple of months 2) Decrease in Homes Weatherized in April (C24) as we are completing our contract faster than anticipated. The state has advised we are receiving additional funding which will allow us to increase our production in the near future.						
Program Strategic Goals			Progress Towards Goal			
1) Successfully implement online client self-application tool for Utility Assistance (UA) services.			The tool is currently in the test phase 5 months in. □			

**Community Action Partnership of Kern
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2) Effectively initiate and manage the City of Bakersfield - Transformative Climate Communities (TCC) grant, focusing on providing weatherization and solar services to residents in Southeast Bakersfield. This endeavor involves a collaborative partnership with GRID Alternatives and Kern Community College District (KCCD).	Currently in the process of developing program and receiving contract. Anticipated to start program during second half of 2024.
3) Meet at least 22% of production goal for DOE BIL WAP contract	Currently have approximately 25 jobs in progress - various states of completion.
Program Highlights	
1) The program received high than expected funding on our contract amendment for LIHEAP 2024. This is due to our Category A rating. 2) We have received an additional contract - SLIHEAP 2024 - amount was increased because of our Category A rating as well.	

Community Action Partnership of Kern
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Month	May-24		Friendship House Community Center (FHCC)		
Division/Director	Fred Hernandez	Program Manager	Lois Hannible		
Reporting Period	January 1, 2024 - December 31, 2024				
Program Description					
Located in Southeast Bakersfield, the program serves children, adults, and families through after-school, summer and mentor programs, nutrition education, sports, access to social services, and more.					
Youth Programs	Month	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (FNPI 2c.2., FNPI 2c.3, SRV 2p) Reporting ends June 30, 2023	0	123	100	0%	123%
Summer Program (Max Capacity due to COVID) (SRV 2m)	N/A	N/A	35	N/A	N/A
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)	0	43	50	0%	86%
Medi-Cal Outreach	Month	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions	1,551,247	4,057,577	15,000,000	38%	27%
Canvasing phone calls and flyers	2,092	7,494	12,000	28%	62%
California Violence Intervention Program (CalVIP)		Month	YTD		
Incident Response (SRV 5w)	0	1			
Outcome/Case Managed Families (SRV 7a)	4	14			
Provided Food Assistance (SRV 7c)	13	61			
Assisted with Energy/HEAP Services (SRV 7c)	0	2			
Provided Assistance with Medi-Cal (SRV 7c)	0	-			
Provided Mentoring Services (SRV 2p, 7c)	6	54			
Deposit Payments (SRV 4d)	0	1			
Temporary Housing Placements (SRV 4m)	0	-			
Explanation (Over/Under Goal Progress)					
There were no new enrollments for the FHCC afterschool program during the month of May. The Friendship House is currently accpting applications for the summer program, which starts June 3rd.					
Program Strategic Goals		Progress Towards Strategic Goals			
Plan and facilitate Friendship House (FHCC) Advisory Board fundraising event to benefit the Friendship House.		The Friendship House Advisory Board is currently seeking sponsorships for the 2024 Mixer, which will be held at The Collective on October 24th.			
Recruit and secure staffing for the Friendship House.		The Friendship House is currently fully staffed.			
Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.		The Friendship House is currently awaiting award announcements from two seperate funding sources, one servicing adults and the other youth.			
Program Highlights					
On May 22nd the African American Network and a host of partners joined forces to provide a tree planting at the Friendship House. Three trees were donated to the center along with irrigation. The trees will provide shade and enjoyment at the center, for years to come.					

Community Action Partnership of Kern

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Month	May-24			Shafter Youth Center (SYC)		
Division/Director	Fred Hernandez		Program Manager	Angelica Nelson		
Reporting Period	January 1, 2024 - December 31, 2024					
Program Description						
The Shafter Youth Center (SYC) serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.						
Youth Programs		Month	YTD (unduplicated)	Goal	Month Progress	Annual Progress
Summer Program (SRV 2m) June/July			0	60	0%	0%
After School Program Enroll (FNPI 2c &SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)		0	25	35	0%	71%
Community Programs		Month	YTD (unduplicated)			
Fitness Boot Camp, Zumba and Adult Basketball (individual counts)		15 new				
Girls Scouts, Community Meeting Space, Dignity Mental Health Support, etc. (group count)		2				
On Site Collaboration: Energy, VITA, Food Bank		3				
Outreach Activities		Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates, distributions (e.g., food, diapers))		1	3	6	17%	50%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals		Progress				
1. Monitor and assess students' academic advancement through regular school progress and grade reports. Utilize the gathered data to refine and modify individual student learning plans.		Monitoring grades and report cards allowed for the After School Program to adapt to individual student needs to be successful. Over the academic year, we saw an improvement in student grades.				
2. Improve the attainment of program funding to broaden the scope of program offerings. This involves working in partnership with the CAPK Foundation to integrate funding that facilitates the introduction of new services.		Opportunities to apply for funding continue to be presented. We continue to work with the grants that we have and expand on the services.				

**Community Action Partnership of Kern
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3. Improve the attainment of program funding to broaden the scope of program offerings. This involves working in partnership with the CAPK Foundation to integrate funding that facilitates the introduction of new services.	Opportunities to apply for funding continue to be presented. We continue to work with the grants that we have and expand on the services.
Program Highlights	
Evening Program welcomes back the return of Citizenship classes on Tuesday evenings from 5-7 pm.	

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Month	May-24	Program/Work Unit	Volunteer Income Tax Assistance (VITA)			
Division/Director	Fred Hernandez		Program Manager	Jacqueline Guerra		
Reporting Period	January 1, 2024 - December 31, 2024					
Program Description						
The Volunteer Income Tax Assistance (VITA) program provides free tax preparation and electronic filing services for individuals and families with low to moderate incomes. VITA also aids eligible clients in maximizing benefits from the Earned Income Tax Credit (EITC), thereby enhancing their tax returns and contributing to the local economy. All VITA services are delivered by IRS-certified staff and volunteers.						
Completed Tax Returns (SRV 3o)		Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Federal			6,631	7,400	0%	90%
Social Security Number (SSN)		189				
Individual Taxpayer Identification Number (ITIN)		39				
State			6,794	7,400	0%	92%
Social Security Number (SSN)		189				
Individual Taxpayer Identification Number (ITIN)		59				
Refunds and Credits (SRV 3o)		Month	YTD			
Federal Refunds		\$137,254	\$4,237,101			
State Refunds		\$62,520	\$3,316,084			
Federal Earned Income Tax Credit (EITC) (income limit \$63,398 household)		\$96,046	\$2,680,498			
California Earned Income Tax Credit (CalEITC) (income limit \$30,950/household)		\$79,685	\$2,138,155			
Total Refunds and Credits		\$375,505	\$12,371,838			
Individual Taxpayer Identification Number (ITIN) (SRV 3o) Applications (Note: duplicate of Federal Tax Returns Completed)		Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Applications (New/Renewal)		10	186	150	7%	124%
Explanation (Over/Under Goal Progress)						
State tax returns for ITIN holders is higher this month. This happens when ITIN applications are processed. Once an ITIN number is issued, the state side of the tax return can be submitted.						
Program Strategic Goals			Progress Towards Goal			
Persist in fostering connections within rural communities to extend outreach and engage with a larger number of clients.			Met with Mountains Communities FRC, to establish outreach strategies and amount of individuals that can be served.			

Community Action Partnership of Kern

Monthly Report 2024

Program Highlights

With tax season slowing down, staff is attending more outreach events in an effort to welcome new tax clients. Presentations are being offered to collaborative meetings.



Operations

Data Services
Facilities & Maintenance
Information Technology
Information Systems
Risk Management

**Community Action Partnership of Kern
Monthly Report 2024**

Month	May-24	Program/Work Unit		Operations Division	
Division/Director, Assistant Director	Emilio Wagner CFTO, Maria Contreras Assistant Director		Program Managers	Ryan Dozier, Laurie Sproule, Maria Contreras	
Reporting Period	January 1, 2024 - December 31, 2024				
Division Description					
The Operations Division is a dynamic and multifaceted division that plays a pivotal role in ensuring the seamless functioning of our organization. This division is responsible for spearheading new construction projects, overseeing fleet management, maintaining our physical facilities, mitigating risks, and managing all aspects of Information Technology (IT) and Information Systems (IS).					
Data Services					
Activity	Requested	In-Progress	Processed	Processed YTD	
IS Tickets	41	7	34	107	
Dynamic 365 Enhancements	2	0	2	5	
Projects		Description of Status		Current % Status	
Universal Intake		Implementation plan being created		18%	
In-Kind		Testing Finalized. Deployment to production scheduled for end of day 6/21		90%	
CalAIM - KHS Version 3.0		Project finalized		100%	
Referral Management Enhancements		Development to pick up in June. Delayed due to CSBG action item prioritization		35%	
Energy-Weatherization		Testing Finalized. Deployment scheduled for end of day 6/7		90%	
FRC Platform Updates		Development scheduled to be finalized by first week of June		80%	
M Street Application		Application development in progress. Expecting to deploy to UAT in June		50%	
Food Bank Front Desk Application		Development finalized moving to UAT in June. Pending agency-wide consent form		60%	
Volunteer Management Application Enhancements		Application enhancements under development		40%	
CSPP Enhancements		Deployed to production 5/31		100%	
Feeding America Service Insights Project		Delayed- Waiting on AFB functionality to go live		23%	
CSBG-CDP		Meetings with Program finalized 6/3. Workflows and mapping being finalized to begin Phase 2 of enhancements		35%	
Facilities					
Activity	Requested	In-Progress	Processed	Processed YTD	
Facility Work Orders	444	743	424	1628	
Construction Projects		Description of Status		Current % Status	
Food Bank Expansion		Awaiting Generator installation		99%	
Central Kitchen		Pending 1303 Approval from OHS for construction		50%	
18th Street Admin		3rd floor finalizing finishes, faming Board Room RR and additional offices / 2nd floor finalizing finishes		97% / 85%	
Major Maintenance Projects		Description of Status		Current % Status	
Oasis Renovation					
Angela Martinez					
Stockdale HS					
Friendship House Lighting/Pour-in-place					
Playgrounds					

**Community Action Partnership of Kern
Monthly Report 2024**

Information & Technology				
Activity	Requested	In-Progress	Processed	Processed YTD
Help Desk Work Orders	443	0	447	2200
Information & Technology Projects		Description of Status		Current % Status
Mitel Phone System Upgrade		Leverage a replacement unified communications system solution to replace and/or upgrade current Mitel system.	35%	
MDM Mobility Project		Upgrade the current MDM software for centrally manage, monitor, and secure Cap K Mobile Devices.	5%	
Software License Project		Obtain software license tracking tool to maintain, centralize, and track inventory of all Cap K supported software license information.	5%	
Asset Management Tracking		Update all assets within Asset Tiger Management tool for tracking, and tagging of all assets across CAPK.	70%	
Risk Management				
Workers Compensation Claims		Reported	Reported YTD	
For Report Only		3	40	
First Aid		4	9	
Medical		0	0	
Modified Duty		1	2	
Lost Time		0	0	
Under Investigation / Non-Industrial / Students / Parents / Volunteers / Clients		0	2	
Property		1	13	
Vehicle Incident / Grand Theft Auto		0	4	
Motor Vehicle Accident		1	2	
Work Place Violence / Over Doses / Death		0	0	
Total		10	72	
Program Strategic Goals				
Description		Description of Status		Current % Status
Develop a facility deferred maintenance program.		TBD		TBD
Develop and implement a Data Governance strategy.		TBD		TBD
Improve the customer experience by assessing it through factors such as response time and customer sentiment.		TBD		TBD
Program Highlights				



Community Development

Grant Development

CAPK Foundation

Outreach & Marketing

2-1-1 Kern Call Center

CenterCommunity Schools Partnership Program (CSPP)

Community Action Partnership of Kern

Monthly Report 2024

Month	May-24	Program/	Community Development		
Division/Director	Pritika Ram		Catherine Anspach, Vanessa Mendoza, Savannah Maldonado-Oates		
Reporting Period	January 1, 2024 - December 31, 2024				
Program Description					
The services under the Community Development Division range from fund and grant development/research to outreach and media/public relations, as well as new business development. This includes project management of agency level initiatives, such as the 2021-25 Strategic Plan and CAA-related plans, and special projects.					
Outreach Social Media	Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Sessions	19,079	121,488	250,000	92%	49%
Facebook Impressions (i.e., number of times users see content)	695,951	1,901,495	1,250,000	668%	152%
Other Social Media Impressions	25,795	93,538	250,000	124%	37%
Highest Performing Post					
 https://www.facebook.com/capkern/posts/pfbid032WJCxXJzbizNaqPghJDFC5WcKGnC9LrLS1zzBvDYf18LE1hUaVABDwd7iugXdgg7l 2,235 impressions (How many times the post came across screens) 1,860 reach (how many individuals saw the post) 2,235 interactions (how many liked, commented, or shared)					
Outreach Special Projects					
Released updated Agency Video, promoted on all our communication channels including our website					
Produced mission video for Gourmet for Good event: Interviews with SYC, Food Bank, and M St Navigation Center.					
Marketing for Gourmet for Good: Program, Banners, Vertical and Horizontal deck, Social Media Recognition, Talking Points, and Event Support					
Running ongoing social media campaign for VITA, Medi-Cal, and HR					
Collateral building for Housing and Supportive Services update: sent draft of dual language program flyer for CalAIM and drafts of double sided English and Spanish updated CES rack cards with up to date emergency shelters, drop in centers, and food pantries.					
Finalized dual language flyer for Adult Re-entry. Working on request for more collateral such as pop-up banners, table pop-ups, and swag items for community outreach.					
Created Summer dual language flyers for CSPP					
Created dual language surveys for MCAP program annual survey for families and childcare providers					
Community Action Month Social Media Campaign					
Attending County Board of Supervisors, Shafter City Council, Wasco City Council, Bakersfield City Council proclamations, media support					

**Community Action Partnership of Kern
Monthly Report 2024**

Univision Marketing Meeting
Outreach with Kern Behavioral Health for Mental Health Day
Media Support at CalFresh Healthy Living's "Re-Think Your Drink" Event, along with providing photo gallery to program and highlight on communication channels after
Head Start Recruitment Campaign Phase II: Created Marketing plan for avenues of advertising and beginning of development of approved collateral: mailing cards, social media graphics, and media packages for commercials.
Executed Press Conference for Food Bank refrigerator and cooler grant for agency partners: agenda, set-up, press release, coordinating media interviews, and take down.
Starting out storyboarding process for Energy programs' Utility Assistance Staff Training Videos (Ongoing)
Outreach at Beardsley Jr. High School Resource Fair
Media support for East Kern Family Resource Center Spring Resource Fair: provided program photo gallery of event and highlight on communication channels as well as provided books to distribute
Outreach at Bolthouse Farms Wellness Fair
Media Interview with 94.5 "La Voz de la Comunidad" / New media contact
Media support for M St. Navigation Center presentation to County Board of Supervisors
Provided 2,500 books for the East Bakersfield Festival. Working on distributing rest of books with community partners.
Friendship House Community Center's Casino Night event, created Sponsorship packet
Developed and launched Feeding Kern website
Executed Press Conference for Wonderful Company delivery of Halo oranges to Food Bank, coordinating media interviews and promotion on communication channels
Attended Tehachapi Connect Collaborative Meeting
Outreach Advocacy
Attended CalCAPA legislative day in Sacramento and did 8 elected visits with Assemblymember Dr. Bains, Staff for Assemblymember Fong, Senator Shannon Grove, Staff for Senator Eggman, Staff for Assemblymember Tom Lackey, Staff for Senator Melissa Hurtado, Food/ag Staff for Governor Newsom, tax assistance staffer for Governor Newsom.
Kelly from the Food Bank attended CAFB policy days in Sacramento and did more strategic meetings focused on food insecurity with the Assemblymember Dr. Bains, Staff for Assemblymember Fong, Senator Shannon Grove, Staff for Assemblymember Tom Lackey.
Advocacy Watch-list
211 infrastructure bill
Cal Foods and the Farm Bill
Prop 1 implementation
Projects
The DDDR program has been asked to recruit 15 participants for evaluators to host a small focus group. The participants will be asked about their experience, challenges, and how the DDDR program has impacted their life.

**Community Action Partnership of Kern
Monthly Report 2024**

On May 15th, the Kern Coalition submitted the addendum to Part 1 of the regional plan to the Office of Planning & Research (OPR). We anticipate receiving feedback and guidance on next steps, including public release, by mid-June.

Dalberg, the research firm contracted for the regional plan, has begun work on Part 2, the strategic plan for the region. Stakeholder interviews and community engagement meetings are scheduled for June to gather information for the strategic plan.

Assistance with troubleshooting pending referral in the referral management system continues as well as training new hires virtually as requested by their supervisors.

Community Services Block Grant (CSBG)	Results Oriented Management & Accountability (ROMA)
	CAPK has signed and acknowledgement form to confirm July 16th and July 17th as training dates for our Chiefs, Directors, and CSPP staff.

Explanation (Over/Under Goal Progress)

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Program Strategic Goals	Progress Towards Goal
Grant Administration: Proactively identify and pursue new funding opportunities to support and enhance our organization's mission and projects.	Instead of waiting for an official Request for Proposal, our team is proactively creating proposals and budgets to pitch to prospective funders. Recently, we have created proposals for the Food Bank, as well as for the Housing and Supportive Service division to address the housing needs of the AB 290 population.
Agency Initiatives: Dedicate the upcoming year to thorough planning efforts, ensuring the successful completion of the new five-year strategic plan.	The RFP for a Strategic Plan Consultant has been published. The Community Development team received 12 questions. Each of responses were provided to the procurement team to share with our prospective candidates.

Program Highlights

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**Community Action Partnership of Kern
Monthly Report 2024**

Month	May-24	Program/Division		2-1-1 Call Center Program			
Division/Director	Pritika Ram		Program Manager	Sabrina Jones-Roberts			
Reporting Period	January 1, 2024 - December 31, 2024						
Program Description							
The 2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. The 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has over 25 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera through the United Way partnerships.							
Most Requested Services	Homeless Diversion Programs		Food Pantries		Utility Service Payment		
Top 3 Unmet Needs	Rent Payment Assistance		Food Stamps		VITA Programs		
Information and Referral Services Calls Handled (SRV 7c)		Month	YTD	Annual Goal	Month Progress	Annual Progress	
Kern County		5964	31,126	90,000	7%	35%	
Kings County		207	1,141	4,000	5%	29%	
Tulare County		731	4,304	10,000	7%	43%	
Stanislaus County		808	4,061	10,000	8%	41%	
Fresno & Madera		2258	16,635	20,000	11%	83%	
Merced & Mariposa		78	360	900	9%	40%	
Total I&R Calls Handled		10,046	57,627	134,900	89%	43%	
Average Wait Time	0:17						
Average Handle Time	5:19						
Staffing vs. Call Volume				Current Staff	Staff Needed Per Call	Staff Over/ Short	
2-1-1 staff designated for calls handled across all counties contracts with the expectation of 42 calls per staff for an 8-hour shift.				15	17.6	(2.61)	
Grant Funded Services		Activity	Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 3l)		60	22	126	300	17%	42%
Medi-Cal Application (MNP) (SRV 3h)		67	25	131	100	19%	131%
Medi-Cal Redetermination- KP (SRV 3h)		36	0	0	70	#DIV/0!	0%
First 5 Help Me Grow (HMG) Ages & Stages New Children Screened (SRV 5c)		76	28	181	300	15%	60%
2-1-1 Website Visitors		Month		YTD	Annual Goal	Month Progress	Annual Progress
Duplicated Visitors (i.e., accessing 2-1-1 e-services and database resources)		25,184		117,266	225,000	11%	52%
Other Calls		Month		YTD			
LIHEAP (SRV 7b)		2458		17,691			
Utility Assistance Calls- Discount Internet or Utility (SRV 7c)		545		3,113			
Mental Health (SRV 7c)		355		2,031			
Food-related Calls (SRV 7c)		1413		7,505			
Housing and Homelessness Calls (SRV 7c)		2443		11,443			

**Community Action Partnership of Kern
Monthly Report 2024**

Health and Human Service Referrals (SRV 7c)	2111	11,726	
Total Other Services	9,325	53,509	
Explanation (Over/Under Goal Progress)			
211 is diligent in the efforts to meet standard goals and deliverables. The program carries out the work for numerous contracts and projects consisting of call handling, application assistance, assessments, and outreach to bring awareness to the community. Calls, applications, and assessments are monitored and reviewed to determine appropriate methods and material needed to conduct outreach. The program is nearly staffed to capacity having an sufficient number of employees in roles to conduct the work. Call volumes have been consistent in recent months and the program continues its efforts to offer assistance for Medi-Cal renewal applications.			
Program Strategic Goals		Progress Towards Goal	
1. Enhance recruitment initiatives to attract and hire well-qualified candidates.	The program seeks to captivate skilled candidates by streamlining the recruitment process of internal Human Resources and external Staffing Agency efforts. The program is in a position currently to offer competitive wages, language fluency and competency incentives, and opportunities for growth.		
2. Enhance employee retention and foster opportunities for professional growth.	2-1-1 remains staffed with 18 Full Time and 3 temporary Information and Referral (IR) Specialists. The program enriches employees through strategic schedule planning, honoring traditions, and celebrating achievements or milestones. The program offers opportunities for professional development and an incentive for IR's who obtain certification as a Community Resource Specialist. The Program has an existing vacancy for an additional Information and Referral Specialist as well as an Information and Referral Coordinator.		
3. Focus on retaining current contracts, such as those with United Ways, and explore growth opportunities to enhance the impact on clients.	2-1-1 aims to achieve strengthened partnerships by effectively communicating, and meeting with partners and contract grantors to share performance data and discuss progress relative to its objectives, deliverables, and goals. The program is consistently working on meeting the reporting expectations of all funding sources and maintaining a trusting relationship to increase the opportunity for existing contracts to be retained.		
Program Highlights			
The program had an average of 96% calls handled and 4% abandoned calls amongst seven (7) campaigns for the month of May 2024 which lends itself to continued improvement. In upcoming months the program plans to renew contracts with three (2) of its county partners.			

**Community Action Partnership of Kern
Monthly Report 2024**

Month	May-24	Program/Work Unit		Community School Partnership Program		
Division/Director	Pritika Ram	Program Manager		Que'Mesha Banner		
Reporting Period	January 1, 2024 - December 31, 2024					
Program Description						
The Community School Partnership Program (CSPP) provides direct wrap around case management to student-families enrolled within Bakersfield City School District's (BCSD) Community Schools. CSPP is designed to receive referrals from the community schools' Multi-Tiered System of Support and Family and Community Engagement (FACE) Liaisons. The program links student-families to community-based services addressing food insecurities, housing stability, or other related basic services. The program is modeled after the Four Pillars of a successful Community School designed to mitigate academic and social impacts of emergencies affecting its local communities and improve school responsiveness to student and family needs.						
Additional Requested Services	Resume Building		Assisting immigrant families		N/A	
BCSD Referral Type	M.T.S.S (2)		F.A.C.E (28)		OTHER (23)	
Direct Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
Families referred to Program (SRV 7c) One-time services		53	270	650	8%	42%
Families Receiving Case Management Services (SRV 7a)		15	71	488	3%	15%
Results-Oriented Management and Accountability (ROMA) Assessment		Month	YTD			
Families that completed Pre-assessment		11	72			
Families that completed Post-assessment		0	7			
Internal Referral Services (SRV 7c)		Month	YTD			
Total Families referred internally for Food and Nutrition (2-1-1 or CalFresh)		8	43			
Total Families referred internally for Housing (CES)		4	28			
Total families referred for Employment Resources (2-1-1 or external)		4	23			
Total Families referred internally for Childcare (Head Start)		2	15			
Total Families referred internally for Utility Assistance (Energy)		5	32			
Total Families referred to Friendship House afterschool/ mentorship program		4	12			
Families Receiving Emergency Food Boxes through CAPK Food Bank Pantry Partnership (SRV 5jj)		41	121			
Home Visits (SRV 2cc)		2	16			

**Community Action Partnership of Kern
Monthly Report 2024**

Explanation (Over/Under Goal Progress)	
Community Schools Partnership Program is in the last month of the 2023-2024 academic year. CSPP program is fully staffed with one case manager at the 4 Community Schools. MTSS meetings are not being held consistently at the school sites and majority of referrals come from FACE Liaisons and outreach within the community schools. The parents are less engaged as the academic year comes to an end, however Case Managers continue to promote program services and remain engaged with parents by distributing emergency food boxes, conducting home visits as permitted by the parents, and attending/participating end of year school events.	
Program Strategic Goals	Progress Towards Goal
1. Elevate program standards and effectiveness by providing a minimum of 3-months and up to one year of case management services to families referred to program and ensure the case management flow chart is being followed and conducted promptly.	Supervisor continues to conduct caseload audits and monitoring progress. Supervisor also conducts observations during intakes and family goal plans.
2. Implement Specific, Measurable, Achievable, Relevant, and Time-Bound (SMART) goals with participating families based on their needs outlined in ROMA assessment to reduce barriers and increase successful outcomes.	Case Managers have shown improvement with completing initial Family Goal Plans with SMART goals and 30 day follow ups. Case Managers need to show improvement in 60 and 90 follow ups.
3. Increase access to housing support and financial educational opportunities for families experiencing or at-risk of homelessness.	CSPP is collaborating with Chase Bank Community Manager to provide financial education courses to community school parents. At Stella Hills Elementary School.
Program Highlights	
CSPP successfully completed its first Financial Literacy Workshop through our partnership with Chase Bank for the families at Stella Hills Elementary School.	

**Application Status Report
May 2024**

Name	Description	Funder	Amount Requested	Amount Awarded	Decision Date	Status
Quarterly Disbursements for Outreach Efforts	Abandoned due to the Outreach team being at-capacity to fulfill further outreach messaging.	Southern California Edison International (SCE)	\$ -	\$ -		Abandoned
USDA Local Food Promotion Program	LFPF's purpose is to support the development, coordination, and expansion of local and regional food business enterprises that engage as intermediaries in indirect producer-to-consumer marketing to increase access to and availability of locally and regionally produced agricultural products. CAPK is researching a planning grant application for the development of a commissary kitchen in Old Town Kern with the City of Bakersfield. Abandoned . Due to lack of development, we have decided to hand this opportunity to the Mission Community Services Corporation Women's Business Center for their Mobile Food Vendor programs.	US Department of Agriculture (USDA)	\$ 100,000.00	\$ -		Abandoned
FY 2023 Continuum of Care Competition Coordinated Entry System	One year renewal CES program services	U.S. Department of Housing and Urban Development (HUD)	\$ 236,838.00	\$ 236,838.00	5/27/2024	Awarded
Economic Mobility focused on the needs of individuals and families	Funds for purchasing supplies to support family stabilization at EKFRS	Bank of America	\$ 20,000.00	\$ -	5/28/2024	Denied
Nourishing Neighbors	CAPK is currently in the pre-application phase and has submitted a Letter of Intent (LOI) for a grant opportunity. We are awaiting the invitation to submit a full proposal. The project aims to establish a downtown food incubator program for street food vendors, providing them with resources to grow their businesses and access to ServSafe and health code certifications. The City of Bakersfield owns a suitable building for a commissary kitchen build-out, which CAPK will use to facilitate program delivery. The grant will support both the planning and implementation phases, with the first year dedicated to planning and the following three years to implementation.	Albertsons	\$ 3,000,000.00	\$ -	5/24/2024	Denied
CalMoneySmart Grant	CalMoneySmart is a grant program created by Senate Bill 455 (Ch. 478, Stats. 2019), which established the Financial Empowerment Fund. Through this program, the Department of Financial Protection and Innovation (DFPI) offers grants of up to \$200,000 each to develop and deliver free financial education and empowerment programs to help unbanked and underbanked communities.	Department of Financial Protection and Innovation (DFPI)	\$ 200,000.00	\$ -		Pending

**Application Status Report
May 2024**

Volunteer Income Tax Assistance (VITA) Matching Grant	This is a reapplication for year 2 of 3. Project activities will be geared towards promoting free tax preparation assistance. Staff will focus on volunteer recruitment. The grant allows IRS partners to, 1.) Increase VITA services to the undeserved across the country; 2.) Increase the number of returns filed electronically; and 3.) enhance volunteer training.	US Internal Revenue Service (IRS)	\$ 392,115.00	\$ -		Pending
CA Wellness LOI	CAPK will submit an LOI to the CA Wellness Foundation for our Adult Re-Entry Program (ARG) to provide a workforce development component to participants by partnering with Community Services Employment Training and Cazador Staffing, offering job training and job placement support.	California Wellness Foundation	\$ 450,000.00	\$ -		Research
Other Opportunities						
Name	Description	Funder	Amount Requested	Amount Awarded	Decision Date	Status
Baby 2 Baby Diaper and Stroller Request	OSFRC and EKFCRC have requested a donation of diapers and strollers from Baby 2 Baby. Last year, Baby 2 Baby donated over \$7k worth of car seats to OSFRC and EKFCRC.	Baby 2 Baby	\$ 5,000.00	\$ 5,000.00 *Goods versus funds were distributed to CAPK.	5/17/2024	Awarded

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	Local Government	CAPK Program	Adult Re-entry Program
Funding Agency	TBD	Project Name	Housing Insecurity Among Justice-Involved Individuals
CFDA	N/A	Target Population	Justice-involved individuals
Reapplication (Y/N)	N	Number to be served	81-150
Estimated Request	TBD	Division Director	Rebecca Moreno
Award Period	07.2024 - 06.2027	Program Manager	Rosario Miranda
Project Goal (One sentence goal statement)			
Provide immediate housing assistance for unhoused justice-involved individuals and lead participants towards stable housing.			
Project Description (Brief one paragraph description)			
This project is geared towards unhoused justice-individuals. Phase I entails immediate housing needs and will provide participants with immediate placement at a motel for up to six months. Phase II helps transition participants into stable housing with rental assistance. Phase III of this project would be a long-term solution to this need by master leasing a compound site where participants can be housed. With all phases, participants will receive case management support through the Adult Re-Entry Program and in partnership with Garden Pathways. Case management will include the following: housing search, housing plan development, tenant rights education, mental health services, employment services, and financial coaching.			
Estimated Budget Summary			
To fulfill the proposed project mentioned above, direct program costs will include emergency housing for up to six months at a motel nearing \$115 w/tax per night stay for 75 individuals. Rental assistance will range between \$1,200- \$2,500 per month for 150 individuals. To build good rapport with landlords, CAPK ARG will provide landlords a risk and mitigation incentive. This program would require two (2) Housing Navigators and a Program Manager (1) to help participants secure safe and stable housing.			

Approvals:

Rebecca Moreno (Jun 4, 2024 10:37 PDT) 06/04/2024 1. Division Director Date 06/04/2024 2. Chief Business Development Officer Date Louis Gill (Jun 5, 2024 05:48 PDT) 06/05/2024 3. Chief Program Officer Date	 06/05/2024 4. Chief Financial Officer Date 06/05/2024 5. Chief Facilities and Technology Officer Date 06/05/2024 6. Chief Executive Officer Date
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Date Presented / Approved:

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

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	Private	CAPK Program	Adult Re-entry Program
Funding Agency	CA Wellness Foundation	Project Name	Economic Mobility and Wealth Creation
CFDA	N/A	Target Population	Formerly incarcerated individuals
Reapplication (Y/N)	N	Number to be served	TBD
Estimated Request	\$ TBD	Division Director	Rebecca Moreno
Award Period	TBA	Program Manager	Rosario Miranda
Project Goal (One sentence goal statement)			
Provide workforce development to formerly incarcerated individuals to help them reach self-sufficiency.			
Project Description (Brief one paragraph description)			
The proposed project for this Letter of Interest (LOI) will present a workforce development for the ARG program that will allow them to partner with Community Services Employment Training (CSET) and Cazadores Staffing. CSET will provide participants with job training/development and Cazadores Staffing will assist participants with a job placement. Aside from job training and placement, ARG case managers will be assisting participants with housing plan/searching, landlord engagement, tenant rights, mental health, and financial coaching. This will provide each participant with comprehensive care and attention.			
Estimated Budget Summary			
A budget summary will be provided if and when approved to submit a full proposal. Note, this is an Letter of Interest (LOI) submission.			
Recommendation			
Staff recommends approval to submit the Letter of Interest (LOI) to the California Wellness Foundation.			

Approvals:

Rebecca Moreno
Rebecca Moreno (Jun 5, 2024 08:36 PDT)

06/05/2024

1. Division Director

Date

Pritika Ram

06/05/2024

2. Chief Business Development Officer

Date

[Signature]

06/05/2024

3. Chief Program Officer

Date

[Signature]

06/05/2024

4. Chief Financial Officer

Date

[Signature]

06/05/2024

5. Chief Facilities and Technology Officer

Date

[Signature]

06/07/2024

6. Chief Executive Officer

Date

Date Presented / Approved:

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

**Community Action Partnership of Kern
Monthly Report 2024**

Month	May-24	Program/Work Unit		Head Start & Early Head Start		
Division/Director	Head Start/State Child Development Division/ Yolanda Gonzales		Enrollment and Attendance Manager	Carol Hendricks		
Reporting Period	May 1, 2024 - May 31, 2024					
Program Description						
Head Start provides high-quality, early childhood education to children ages zero to five years old through part-day, full-day, and home-based options. The program has a holistic approach, not only addressing the needs of the child but teaching parents to become advocates and skilled providers for their children through its Parent Policy Council and Family Engagement programs. CAPK offers Head Start and Early Head Start services throughout Kern and San Joaquin counties.						
Early Head Start (ages 0-3) (FNPI 2a, 2b, 2c, 2c.1,2d, SRV 2b, 7a)	Month	Target	Annual Goal	Annual Progress	Closed Classrooms Slots	
Reportable/Funded Enrollment (14 fully closed classrooms/7 partially closed classroom)	541	829	829	65%	167	
Disabilities	207 (YTD)	10%	10%	25%	n/a	
Over Income 101%-130% (up to 35%)	26	n/a	n/a	5%	n/a	
Over Income 131% and up (up to 10%)	43	n/a	n/a	8%	n/a	
Head Start (ages 3-5) (FNPI 2a, 2b, 2c, 2c.1,2d,SRV 2b, 7a)	Month	Target	Annual Goal	Annual Progress	Closed Classrooms Slots	
Reportable/Funded Enrollment (14 fully closed classrooms/7 partially closed classrooms)	906	1242	1242	73%	284	
Disabilities	85 (YTD)	10%	10%	7%	n/a	
Over Income 101%-130% (up to 35%)	36	n/a	n/a	5%	n/a	
Over Income 131% and up (up to 10%)	55	n/a	n/a	6%	n/a	
Home Visiting Program (SRV 2cc, 7a)	Monthly	Year-To-Date	Annual Goal (Contract Limit 400)	Annual Progress		
Enrollment	223	344	312	110%		
Central Kitchen	Total Number Prepared		Breakfast	Lunch	Snack	
Meals and Snacks	49,079		18,198	15,117	15,764	
Child and Adult Care Food Program (CACFP) (Note: The data represents information from April 2024)	Total Meals Delivered		Meals Allocated (CACFP/HS)	# of Meals Served	% of Meals Served	
Meals and Snacks (SRV 5ii)	72,168		25,237/46,931	41,944	72%	
Household Services	Month	YTD				
Eligibility Determination (SRV 7b)	199	730				
Total Community Services	199	730				

**Community Action Partnership of Kern
Monthly Report 2024**

Explanation (Over/Under Goal Progress)	
The current challenges we are facing regarding enrollment is due to staffing shortages. To address our staffing shortages, ongoing efforts to recruit and retain staff are underway, including but limited to the following: Education waivers, recruitment events, as well as a Job Fair on June 27, 2024.	
	Progress Towards Goal
1. Workforce	Objective: To enhance onboarding, recruitment, and retention of staff by implementing programs that embraces pathways for learning, professional development, succession planning, and a positive culture to obtain and retain staff. Progress: SJC Office of Education hosted a job fair on May 18, 2024, CAPK participated and received a total of 61 applications. As previously noted, on June 27, 2024, we will also be hosting a job fair in Bakersfield. Additionally, pending Board approval, the retention incentive will be extended to December 31, 2024.
Program Description	
1. Kern Home Base, Head Start is fully enrolled! Two families completed their Family Partnership Agreement Goals by obtaining jobs. One of the two families, mom and dad found a job and their child transferred to the Sterling Center. 2. The Health and Nutrition team shared information and resources at the community Resources Fair at Garden Pathways on Saturday, May 4, 2024. 3. Kern County Children's Dental Network had dental clinics at the California City Center, Rosamond Center, and the Mojave Center on May 8, 2024, where children received a free dental screening and fluorine application with parent's consent. 4. Home Base, the Early Childhood Educators attended a free Home Visiting Workforce Summit on May 9, 2024. They learned how to create connections and strengthen the workforce in the Early Childhood Education field. 5. Summer Fun Activities have started with weekly themes (Gardening and My 5 senses, etc.). 6. Training was provided by PITC for Early Childhood Educators on the topic of Extending and Expanding Children's Language. 7. May's family engagement activity was "Host a Mother's Day Celebration", Moms and mother figures were invited to participate in an event celebrating moms. 8. Families were invited to attend the Annual Social Emotional Workshop, "Tucker Turtle Takes Time to Tuck and Think at Home". 9. San Joaquin Office of Education hosted a Job Fair on May 18, 2024, CAPK participated and received a total of 61 application for Teachers, Assistant Teachers, Classroom Aides and Custodians.	



MEMORANDUM

To: Program Review and Evaluation Committee

From: Kelly Lowery, Food Bank Administrator

Date: June 12, 2024

Subject: *Agenda Item 5d: Strategic Plan 2021-2025 – Goal Group 1 Presentation - Info Item*

Goal Group 1 is dedicated to promoting efforts to “increase access to healthy, affordable food to support the health of the communities we serve” (Strategic Plan, 2021-2025). This goal group is comprised of the following staff: Susana Magana, Laurie Hughey, Vanessa Cortez, Alan Rodriguez, and Kelly Lowery. These members represent various programs and the Executive Division. Board Member, Michelle Jara-Rangel, will also support efforts through her attendance and collaboration during our monthly meetings.

CAPK Strategic Goal 1

“Increased access to healthy affordable food to support the health of the communities we serve.”

Meetings

Goal group 1 meets on the first Friday of every month.

Southeast Bakersfield Distribution

At the end of 2023, Food Bank staff determined that one of the largest areas of need for service to food insecure neighbors is right where the Food Bank is located in SE Bakersfield. A new distribution on-site and led by the Food Bank staff was implemented in January 2024. The distribution is held on the 3rd Friday of each month and is already one of the largest in the county serving more than 550 families each month. Several CAPK programs and staff regularly volunteer including MCAP & CalFresh Healthy Living.

CAPK Food Bank Agency Partner Conference

The annual conference was held on April 20th and had an attendance of more than 175 participants representing more than 100 of our agency partners. There were updates and training provided as well as discussions around various topics. The CalFresh Healthy Living program had the opportunity to participate and present at the Annual Food Bank Partner Conference. They focused on The Nutrition Pantry Program and helping pantries convert into Clients' Choice Pantries via free consulting services. 19 pantries signed up to be contacted and have the program assist them in their transition.

Food Policy Council

Grants Administrator Vanessa Mendoza, CalFresh Healthy Living Administrator Alan Rodriguez and Food Bank Administrator Kelly Lowery became inaugural members of the re-instituted Kern Food Policy Council at their first meeting on April 22nd. The group is currently working on creating the structure and policy priorities to guide its work moving forward.

Agency Partner Capacity Building Project

Last year we applied for and were granted funding under the Reach & Resiliency Round 2 grant from CDSS. The purpose for which we applied for these funds is to expand the capacity of our agency partners to receive and distribute more food, especially fresh and frozen items like proteins and produce. On May 20th we had our first delivery of 35 two-door commercial refrigerators and 20 one-door commercial freezers. There will be additional units ordered along with racks, shelving, hand trucks and more in the coming weeks.

Kern Health Equity Partnership

The CalFresh Healthy Living program is a member of the Kern Health Equity Partnership (KHEP) and signed up for all subcommittees to identify/improve on:

- Access to Care: Lack of Providers, Distance/Geography, and Transportation
- Education/Health Literacy: Literacy Levels, Cultural, and Community Health Workers/Promotoras/Social Service Providers
- Socio-economic Status/Poverty: Living Wage, Economic Workforce Development, and Systemic Barriers

The KHEP included 6 months of strategic planning, 200 community members and partners, and convened over 86 partners across different sectors.

Premier Valley Medical Group – Screening For Food Insecurity

Progress is continuing with PVMG to have them, and their 4 other clinics implement Food Insecurity screeners as part of their check-in process. CFHL conducted surveys with community members to identify how prevalent Food Insecurity was within the clinic and the majority screened positive. The Survey also asked if they knew where to access free food. Most clients responded that they didn't. Currently, CFHL and PVMG are working on identifying who inside the clinic could be responsible for making those referrals. This project will progress to have everyone screened for Food Insecurity and if screened positive, start a referral process to the nearest Food Pantry.

Nutrition Classes

With Sponsorship by Anthem, CFHL acquired funds to be used as an incentive for completing Nutrition Classes. If clients can complete a course and only miss 1 class, then they will be awarded a \$50 Food Vouchers.

Attachments:

On Strategy Goal Group 1 Summary Through June 4th, 2024

Mission Statement

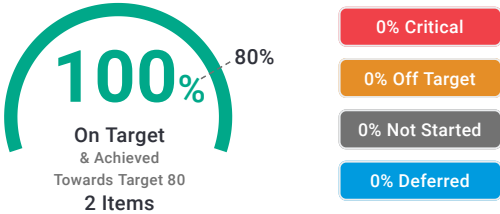
Organizational Slogan

Community Action Partnership of Kern will address underlying causes of poverty, alleviate the effects, and promote dignity and self-sufficiency in the communities we serve.

Vision Statement

We envision communities where all people have equal opportunities to achieve greater self-sufficiency and attain their version of the American Dream.

Vision Description



My Items

Item	YTD Actual	Item	YTD Actual
1.1: Enhance accessibility through expansion of food distribution sites and services.	57%		
1.2: Leverage new and strengthened partnerships to reach additional families and communities.	57%		

Susana Magana My Items for 2024

YTD Actual

10/01/21

12/31/25

Community Action...
As of June 4, 2024

YTD Actual

10/01/21

12/31/25

Objective

Enhance accessibility through expansion of food distribution sites and services. (1.1) (Last updated: 02/02/24)

Aligned to: #1 Food Access

Owner

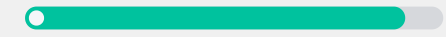
Susana Magana

Measure:

Percent Complete

57%

0%



YTD Target: 62.7%

Objective

Leverage new and strengthened partnerships to reach additional families and communities. (1.2) (Last updated: 02/02/24)

Aligned to: #1 Food Access

Owner

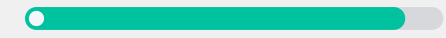
Susana Magana

Measure:

Percent Complete

57%

0%



YTD Target: 62.7%

Susana Magana Contributing to for 2024

YTD Actual

10/01/21

12/31/25

Community Action...
As of June 4, 2024

Objective

Leverage new and strengthened partnerships to reach additional families and communities. (1.2) (Last updated: 02/02/24)

Aligned to: #1 Food Access

Owner

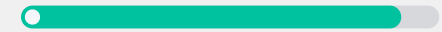
Susana Magana

Measure:

Percent Complete

57%

0%



YTD Target: 62.7%



DATE	June 18, 2024
TIME	11:00 am
LOCATION	CAPK Administrative Office 1300 18 th St., 3 rd Floor Bakersfield, CA 93301

Budget & Finance Committee Minutes

1. Call to Order

Committee member Michelle Jara-Rangel called the meeting to order at 11:01 AM at the Community Action Partnership of Kern Administrative Office, located at 1300 18th Street, 3rd Floor, Bakersfield, CA

2. Roll Call

Roll Call was taken with a quorum present.

Present: Denise Boshers, Mia Cifuentes and Michelle Jara-Rangel

Absent: Fatima Echeverria

Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Pritika Ram, Chief Business Development Officer; Gabrielle Alexander, Director of Finance; Rebecca Moreno, Director of Housing and Supportive Services; and other CAPK staff.

3. Public Comments

No one addressed the Committee.

4. New Business

- a. Head Start / Early Head Start Budget to Actual Reports for January 2024 – Tracy Webster, Chief Financial Officer
– *Info Item*

Tracy Webster presented the above informational item and provided a summary of the attached reports and noted this current period is the contract period of April 30, 2024.

Michelle Jara-Rangel inquired about the credit card statements and asked if we pay them off in full each month or just the minimum. Tracy Webster responded affirmatively, stating that we pay off the full balances as long as receipts are submitted. Tracy noted that occasional delays of 60-90 days may occur for a specific purchase due to missing receipts. Tracy further explained that under the Head Start Act, we are obligated to present our credit card balances to both the Governing Board and Policy Council, emphasizing that such transparency is commendable and not commonly practiced by many agencies.

Tracy Webster added the No-Cost extension for the grant that ended in February 2024, now ends in February 2025. CAPK is using the No-Cost extension to supplement our construction expenses as they relate to the Central Kitchen. Office of Head Start (OHS) has allowed CAPK to use proceeds from the sales of buildings and the No-Cost extension funds for the Central Kitchen. CAPK has used 11.7% of the building proceeds this far for design work.

Michelle Jara-Rangel asked if the carryover funds, No-Cost extension, and the sale of buildings are all going to the cost of building of the Central Kitchen. Tracy Webster answered that both property sales in total are going to the

Central Kitchen construction, but there are some other residual projects that are within the No-Cost extension that will also be completed.

Michelle Jara-Rangel mentioned that a Head Start teacher is asking for donations on Facebook for craft materials and supplies. Michelle Jara-Rangel was curious as to why she would ask for donations when there is funding available for supplies for the classroom. Michelle Jara-Rangel clarified the teacher is in the new Sterling location. Jeremy Tobias said he will look into it and check on that location.

b. 211 Call Center - United Way of Tulare County FY 2024-2027 Service Agreement – Sabrina Jones-Roberts – **Action Item**

Sabrina Jones-Roberts presented the above topic for approval.

Denise Boshers asked how calls are counted. Sabrina responded and said they are counted electronically via their telephony system.

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

c. Renewal Contract US Department of Housing and Urban Development – Rebecca Moreno, Director of Housing and Supportive Services – **Action Item**

Rebecca Moreno presented the above topic for approval.

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

d. County of Kern – Public Health Department Covid Isolation Accommodation Agreement, Rebecca Moreno, Director of Housing and Supportive Services – **Action Item**

Rebecca Moreno presented the above item for approval and provided an overview to the committee about prior efforts under the previous agreement in August 2023, for COVID-19 Emergency Response funding from the County of Kern.

Michelle Jara-Rangel asked if these are current funds that we haven't expended yet. Rebecca Moreno confirmed, the first contract was about \$115,000 and funds that haven't been spent this year are being renewed for the next fiscal year.

Michelle Jara-Rangel asked if we would lose the funds if they were not used. Rebecca Moreno confirmed that unused funds will go back to the Department of Public Health.

Michelle Jara-Rangel asked about the number of isolations in 2023. Rebecca Moreno said there was a large outbreak in August 2023 resulting in 39 isolations and the total number of isolations for the year was approximately 80.

Denise Boshers asked if isolation is only needed for persons who test positive for COVID. Rebecca Moreno answered yes, the CDC has updated its guidelines, so if someone is experiencing symptoms but no fever, no action

is necessary. However, if the individual has a fever and symptoms, a COVID-19 test is recommended. If the test is positive and symptoms are present, isolation for 48 hours is required, though we recommend 72 hours to ensure full recovery and rest.

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

- e. Contract Services for Energy Weatherization: Econo West, Inc., HD Maintenance, Oasis & Solar and PLC Systems Services, Wilfredo Cruz, Energy Program Administrator – **Action Item**

Wilfredo presented the above item for approval.

Denise Boshers asked if all four of the vendors included pricing sheets, and if so, is the pricing structure similar? Wilfredo answered, the vendors pricing can vary. and said CAPK has a matrix of the maximum rate the state allows us to pay for every contract. If the contractors over bid, they don't get that measure.

Denise Boshers asked if the vendors are responsible for prevailing wages. Wilfredo said prevailing wage applies to our DOE contract when working on five (5) units or more, and we aren't working on that right now. Denise also asked how work is assigned. Wilfredo said it depends on how fast the contractors finish the work and what makes sense at the time.

Michelle Jara-Rangel if CAPK has staff to do weatherization work. Wilfredo responded we still have our staff of inspectors and installers that will work with the contractors. Michelle requested the date on the agreements be changed from June 10 to June 18 since the Committee is approving today, June 18, 2024.

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

- f. April Financial Reports 2024, Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster reviewed April's financial reporting and said the agency did not utilize its line of credit for the month of April as we continue to maintain sufficient unrestricted cash reserves to support programs like Energy, which currently shows a deficit of \$685,371. Typically, this figure has been significantly higher, primarily due to the completion and billing for weatherization work. However, this process has shown considerable improvement recently.

As of April 30, 2024, Central Kitchen expenditures stand at 17.2%, and USDA revenue is at 13.2%, both above the target of 16.7% for this period. CMAP has achieved 101.5% of its target as of April 30, 2024, exceeding the expected performance of 83.3%. Attendance/enrollment figures for center-based state programs (CSPP, CMIG, CCTR) are as follows: CCTR is at 74.7%, CSPP at 70.9%, and CMIG at 11.5%. In San Joaquin County, our CCTR program currently has attendance at 68.0%, with a target of 83.3%.'

Michelle Jara-Rangel asked if we review the CMIG contract and see if the contract is working for us since we haven't been meeting expectations. Tracy stated typically, we align closely with the state, which recently increased its support as of July 1. The state is well aware of the challenges faced statewide regarding filling childcare slots, a situation currently affecting providers across the board.

The Finance Division has two staff vacancies. We are actively engaged in transitioning our accounting software platform to SageIntacct, with plans to go live in September 2024. Year-to-date agency expenditures are at 13%, aligning with the annual goal of 16.7%. Finance did not present our revised accounting manual for approval because we requested Wipfli to review it following recent OMB changes.

Denise Boshers asked if these are the first OMB changes since 2014. Tracy Webster stated there were a few simple changes in 2021 but yes, several changes took place in 2014.

Michelle Jara-Rangel asked about page 171 referencing the facilities account. Tracy Webster answered that the account is for the proceeds of the buildings sales. It is required to be a separate account and bank statements are submitted monthly.

Michelle Jara-Rangel inquired about the multiple Facebook ad charges listed on page 188 of the credit card statement, seeking clarification on their purpose and the reason for multiple charges on the same day. Pritika Ram responded to questions concerning the grant specifically allocated for the Kaiser campaign, which serves as the funding stream for the ongoing social media campaign. Pritika Ram also emphasized that the grant supports outreach through paid mailers and fiscal postcards, highlighting that while Facebook is beneficial, it alone is not sufficient.

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

g. Migrant Childcare Program Equipment Inventory – Laura Porta, MCAP Program Administrator - ***Info Item***

Laura Porta presented the above info item and said that as part of our contractual obligations with the California Department of Social Services (CDSS), we maintain thorough oversight of our equipment inventory. Biennially, we conduct physical verification and ensure our records accurately reflect all equipment projected to have a useful life exceeding one year.

Michelle Jara-Rangel asked about some of the inventory items that are listed in poor condition and asked if furniture is recycled. Jeremy Tobias answered yes, we recycle furniture. Tracy Webster mentioned there is also a budget for new furniture as well. Laura Porta mentioned that we are expanding and actively seeking a larger space to accommodate our office needs. Following this, we will proceed with acquiring suitable furniture.

Committee Member Comments

No comments.

Next Scheduled Meeting

12:00 pm
Wednesday, August 14, 2024
CAPK Administration Office
1300 18th St., 3rd Floor
Bakersfield, CA 93301

Adjournment

The meeting was adjourned at 11:48 AM.



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO/ Louis Rodriguez, Finance Administrator

Date: June 18, 2024

Subject: *Agenda Item 4a*: Head Start Budget to Actual Report for the Period Ended April 30, 2024 – **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 first-year budget period is March 1, 2024, through February 28, 2025.

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2024, through April 30, 2024. Two months (16.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 11% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 20% of the budget.

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

The non-Federal share is at 21% of the budget.

Community Action Partnership of Kern

Head Start

Budget to Actual Report

Budget Period: March 1, 2024 - February 28, 2025

Report Period: March 1, 2024 - April 30, 2024

Month 2 of 12 (16.7%)

Prepared 05/28/2024

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	8,135,302	639,108	7,496,194	8%	92%
FRINGE BENEFITS	2,601,970	310,469	2,291,501	12%	88%
TRAVEL	-	-	-		
EQUIPMENT	-	-	-		
SUPPLIES	535,017	138,151	396,866	26%	74%
CONTRACTUAL	192,811	14,477	178,334	8%	92%
CONSTRUCTION	-	-	-		
OTHER	3,752,064	507,435	3,244,629	14%	86%
INDIRECT	1,443,154	146,176	1,296,978	10%	90%
TOTAL BASE FUNDING	16,660,318	1,755,815	14,904,503	11%	89%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	60,904	8,054	52,850	13%	87%
SUPPLIES	23,986	3,039	20,947	13%	87%
CONTRACTUAL	12,800	-	12,800	0%	100%
OTHER	63,752	20,673	43,079	32%	68%
INDIRECT	16,144	3,153	12,991	20%	80%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	34,918	142,668	20%	80%

GRAND TOTAL HS FEDERAL FUNDS	16,837,904	1,790,733	15,047,171	11%	89%
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HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,252,076	269,577	1,982,499	12%	88%
CALIF DEPT OF ED	10,925,665	2,467,061	8,458,604	23%	77%
TOTAL NON-FEDERAL	13,177,741	2,736,638	10,441,103	21%	79%

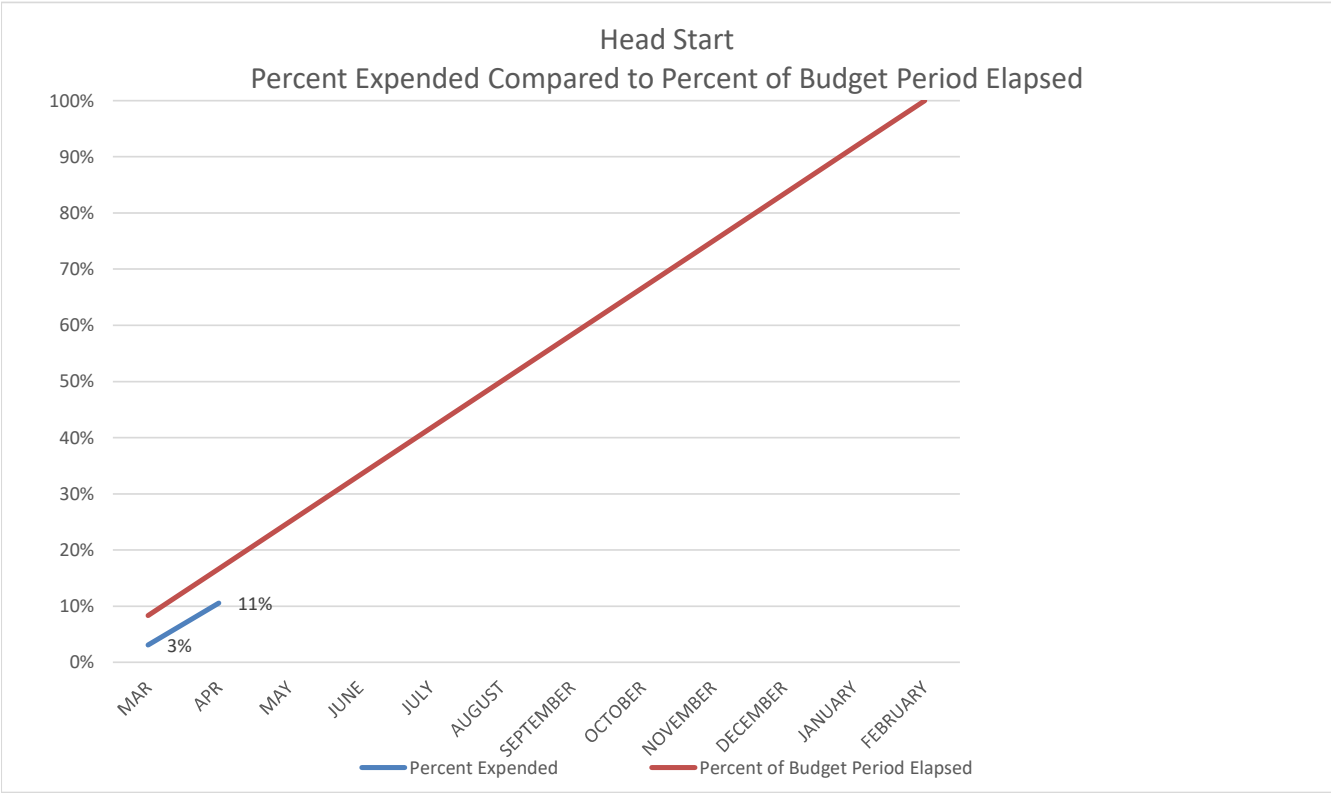
Budget reflects Notice of Award #09CH012489-01-00

Actual expenditures include posted expenditures and estimated adjustments through 04/30/2024

Administrative Cost for HS and EHS Combined 0.9%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	48,946	-	-	-	48,946	5/1/2024
Lowe's	32,733	330	-	-	33,063	5/2/2024
Smart & Final	888	-	-	-	888	5/1/2024
Save Mart	489	-	-	-	489	5/8/2024
Chevron & Texaco Business Card	8,714	-	-	-	8,714	5/6/2024
Home Depot	17,449	2,461	227	13	20,151	5/5/2024
	109,219	2,791	227	13	112,251	





MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: June 18, 2024

Subject: Early Head Start Budget to Actual Report for the Period Ended April 30, 2024 – **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 first-year budget period is March 1, 2024, through February 28, 2025.

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2024, through April 30, 2024. Two months (16.7%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 8% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 21% of the budget.

Community Action Partnership of Kern
Early Head Start
Budget to Actual Report
Budget Period: March 1, 2024 - February 28, 2025
Report Period: March 1, 2024 - April 30, 2024
 Month 2 of 12 (16.7%)

Prepared 05/28/2024

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	12,030,370	847,266	11,183,104	7%	93%
FRINGE BENEFITS	3,730,806	336,332	3,394,474	9%	91%
TRAVEL	-	-	-		
EQUIPMENT	-	-	-		
SUPPLIES	761,608	67,092	694,516	9%	91%
CONTRACTUAL	1,006,585	21,303	985,282	2%	98%
CONSTRUCTION	-	-	-		
OTHER	2,517,894	292,399	2,225,495	12%	88%
INDIRECT	1,953,770	167,444	1,786,326	9%	91%
TOTAL BASE FUNDING	22,001,033	1,731,836	20,269,197	8%	92%

TRAINING & TECHNICAL ASSISTANCE

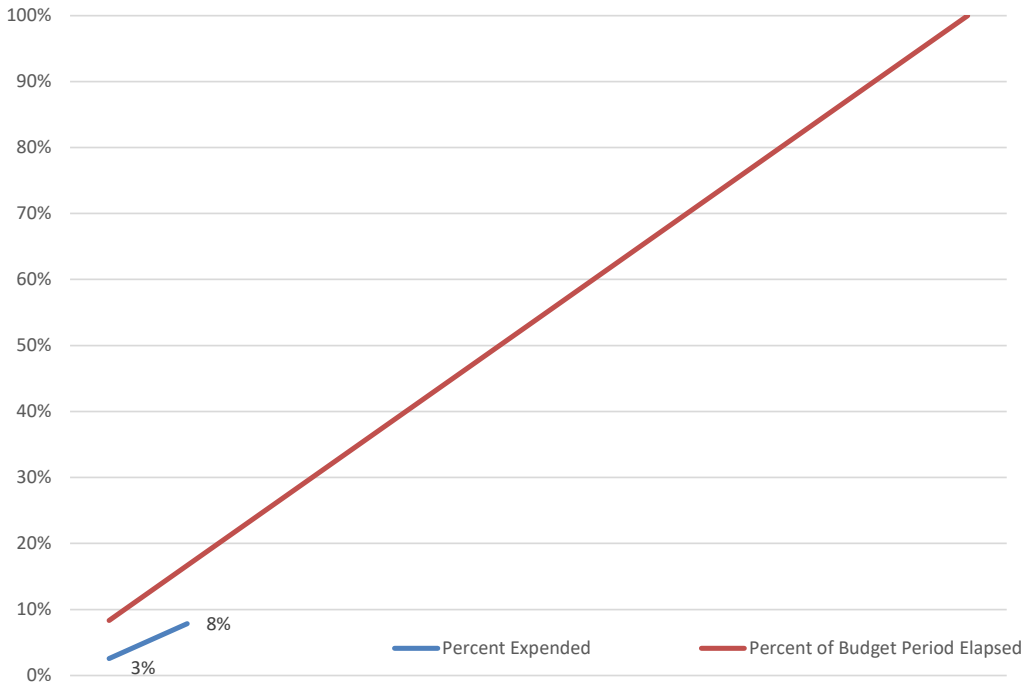
PERSONNEL	-	-	-		
FRINGE BENEFITS	-	-	-		
TRAVEL	118,632	42,449	76,183	36%	64%
SUPPLIES	30,013	950	29,063	3%	97%
CONTRACTUAL	26,080	1,333	24,747	5%	95%
OTHER	137,953	19,839	118,114	14%	86%
INDIRECT	31,268	6,434	24,834	21%	79%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	71,005	272,941	21%	79%

GRAND TOTAL EHS FEDERAL FUNDS	22,344,979	1,802,841	20,542,138	8%	92%
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Budget reflects Notice of Award #09CH012489-01-00

Actual expenditures include posted expenditures and estimated adjustments through 04/30/2024

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



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, 2024 through February 28, 2025
Report for period ending April 30, 2024 (Month 2 of 12)

Percent of budget period elapsed: 16.7%

LOCATION	Enroll- ment	March	YTD Totals	Kern/SJC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	34	10,200	10,200	Kern	43,028	24%
Alicante	17	162	162	Kern	21,514	1%
Angela Martinez	75	19,954	19,954	Kern	94,916	21%
Broadway	37	2,628	2,628	Kern	46,825	6%
California City	17	115	115	Kern	21,514	1%
Cleo Foran	23	8,354	8,354	Kern	29,107	29%
Delano	60	20,365	20,365	Kern	75,933	27%
East California	52	9,692	9,692	Kern	65,808	15%
Fairfax	34	6,877	6,877	Kern	43,028	16%
Harvey L. Hall	146	18,848	18,848	Kern	184,769	10%
Heritage	17	3,577	3,577	Kern	21,514	17%
Home Base	160	227	227	Kern	202,487	0%
Lamont	20	6,429	6,429	Kern	25,311	25%
Martha J. Morgan	50	239	239	Kern	63,277	0%
McFarland	20	215	215	Kern	25,311	1%
Mojave	20	3,490	3,490	Kern	25,311	14%
Oasis	42	5,930	5,930	Kern	53,153	11%
Pete H. Parra	116	38,467	38,467	Kern	146,803	26%
Primeros Pasos	67	42,257	42,257	Kern	84,791	50%
Rosamond	34	1,474	1,474	Kern	43,028	3%
San Diego	32	5,852	5,852	Kern	40,497	14%
Seibert	20	1,986	1,986	Kern	25,311	8%
Shafter	17	119	119	Kern	21,514	1%
Shafter HS/EHS	24	4,087	4,087	Kern	30,373	13%
Sterling	134	14,216	14,216	Kern	169,583	8%
Stockdale Head Start	45					
Sunrise Villa	17	95	95	Kern	21,514	0%
Taft	54	227	227	Kern	68,339	0%
Tehachapi	15	567	567	Kern	18,983	3%
Vineland	17	191	191	Kern	21,514	1%
Virginia	17	84	84	Kern	21,514	0%
Wesley	60	413	413	Kern	75,933	1%
Willow	37	161	161	Kern	46,825	0%
Governance		0	0	Kern	15,000	0%
Program Services		0	0	Kern/SJC	74,265	0%
California Street	24	12,526	12,526	SJC	30,373	41%
Chrisman	16	0	0	SJC	20,249	0%
Gianone	0	0	0	SJC	0	0%
Kennedy	16	2,025	2,025	SJC	20,249	10%
Lodi Home Base	30	5,480	5,480	SJC	37,966	14%
Lodi UCC	24	8,845	8,845	SJC	30,373	29%
Manteca Home Base	11	0	0	SJC	13,921	0%
Mardi Massel	16	3,181	3,181	SJC	20,249	16%
St. Mary's	24	3,438	3,438	SJC	30,373	11%
Stockton Home Base	27	76	76	SJC	34,170	0%
Tracy Home Base	12	0	0	SJC	15,187	0%
Lathrop (old Walnut)	24	6,508	6,508	SJC	30,373	21%
SUBTOTAL IN-KIND	1,754	269,577	269,577	0	2,252,076	12%
x						
State General Child Care*		261,877	517,885	Kern	3,481,300	15%
State Preschool*		620,606	1,296,578	Kern	6,219,213	21%
State Migrant Child Care*		4,433	8,867	Kern	50,000	18%
SUBTOTAL CA DEPT of ED		886,916	1,823,329		9,750,513	19%
x						
State General Child Care*		209,012	424,890	SJC	1,175,152	36%
SUBTOTAL CA DEPT of ED		209,012	424,890		1,175,152	36%
GRAND TOTAL		1,365,505	2,517,796		13,177,741	19%
218,842						
<u>2,736,638</u>						

**Community Action Partnership of Kern
Early Head Start Child Care Partnerships
Non-Federal Share and In-Kind Year-to-Date Report
Budget Period: March 1, 2024 through February 28, 2025
Report for period ending April 30, 2024 (Month 02 of 12)**

Percent of year elapsed: **16.7%**

LOCATION	FUNDED ENROLL- MENT	Mar 2023	Apr 2023	May 2023	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Angela Martinez	24	5,087	0	0	5,087	103,398	5%
Kern Community College District - BC	32	19,159	112,352	0	131,510	137,864	95%
KCSOS - Blanton	16	20,259	10,258	0	30,517	68,932	44%
Garden Pathways	11	0	0	0	0	47,391	0%
Taft College	42	20,928	30,799	0	51,728	180,947	29%
Escuelita Hernandez	16	0	0	0	0	68,932	0%
TBD	11	0	0	0	0	47,391	0%
Program Services		0	0	0	0		
Admin Services		0	0	0	0		
GRAND TOTAL	152	65,433	153,409	0	218,842	654,854	33%

Budget reflects Notice of Award #09CH012489-01-00



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO/ Louis Rodriguez, Finance Administrator

Date: June 18, 2024

Subject: Head Start (*No Cost Extension*) Budget to Actual Report for the Period Ended April 30, 2024 – **Info Item**

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2023, through March 31, 2024. Fourteen months (58.3%) of the 24-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2025. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are 93% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 99% of the budget.

Carryover Funds

Overall expenditures are 29% of the budget.

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

The non-Federal share is 117% of the budget.

Community Action Partnership of Kern

Head Start

Budget to Actual Report

Budget Period: March 1, 2023 - February 28, 2025 (No Cost Extension)

Report Period: March 1, 2023 - April 30, 2024

Month 14 of 24 (58.3%)

Prepared 05/28/2024

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,442,036	8,716,020	726,016	92%	8%
FRINGE BENEFITS	3,650,298	2,348,212	1,302,086	64%	36%
TRAVEL	70,000	105	69,895	0%	100%
EQUIPMENT	-	(7,406)	7,406		
SUPPLIES	744,041	1,121,185	(377,144)	151%	-51%
CONTRACTUAL	171,839	267,139	(95,300)	155%	-55%
CONSTRUCTION	-	-	-		
OTHER	4,036,858	4,425,706	(388,848)	110%	-10%
INDIRECT	1,752,938	1,581,096	171,842	90%	10%
TOTAL BASE FUNDING	19,868,010	18,452,057	1,415,953	93%	7%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	41,904	-	100%	0%
SUPPLIES	23,986	23,986	-	100%	0%
CONTRACTUAL	22,800	22,800	-	100%	0%
OTHER	72,752	72,752	-	100%	0%
INDIRECT	16,144	13,566	2,578	84%	16%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	175,008	2,578	99%	1%

CARRYOVER

PERSONNEL	216,462	216,462	-	100%	0%
FRINGE BENEFITS	8,000	8,000	-	100%	0%
TRAVEL	25,133	25,123	10	100%	0%
SUPPLIES	53,386	77,443	(24,057)	145%	-45%
EQUIPMENT	314,100	50,592	263,508	16%	84%
CONSTRUCTION	1,000,000	(69,069)	1,069,069	-7%	107%
CONTRACTUAL	4,505	4,505	-	100%	0%
OTHER	165,483	168,363	(2,880)	102%	-2%
INDIRECT	49,259	45,834	3,425	93%	7%
TOTAL CARRYOVER	1,836,328	527,253	1,309,075	29%	71%

GRAND TOTAL HS FEDERAL FUNDS	21,881,924	19,154,318	2,727,606	88%	12%
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HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,958,398	3,993,841	(2,035,443)	204%	-104%
CALIF DEPT OF ED	11,131,398	11,261,048	(129,650)	101%	-1%
TOTAL NON-FEDERAL	13,089,796	15,254,889	(2,165,093)	117%	-17%

Budget reflects Notice of Award #09CH011132-05-02

Actual expenditures include posted expenditures and estimated adjustments through 04/30/2024

Administrative Cost for HS and EHS Combined 9.0%



MEMORANDUM

To: Budget and Finance Committee of Policy Council

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: June 18, 2024

Subject: Early Head Start (*No Cost Extension*) Budget to Actual Report for the Period Ended April 30, 2024 – **Info Item**

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2023, through March 31, 2024. Fourteen months (58.3%) of the 24-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2025. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are 89% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 100% of the budget.

Carryover Funds

Overall expenditures are 31% of the budget.

**Community Action Partnership of Kern
Early Head Start
Budget to Actual Report**

Budget Period: March 1, 2023 - February 28, 2025 (No Cost Extension)

Report Period: March 1, 2023 - April 30, 2024

Month 14 of 24 (58.3%)

Prepared 05/28/2024

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	8,889,652	8,740,935	148,717	98%	2%
FRINGE BENEFITS	2,516,917	2,454,456	62,461	98%	2%
TRAVEL	50,000	-	50,000	0%	100%
EQUIPMENT	-	(47,014)	47,014		
SUPPLIES	1,205,123	831,946	373,177	69%	31%
CONTRACTUAL	1,091,221	945,367	145,854	87%	13%
CONSTRUCTION	-	(9,715)	9,715		
OTHER	3,374,545	2,268,681	1,105,864	67%	33%
INDIRECT	1,665,883	1,477,497	188,386	89%	11%
TOTAL BASE FUNDING	18,793,341	16,662,152	2,131,189	89%	11%
TRAINING & TECHNICAL ASSISTANCE					
PERSONNEL	-	-	-		
FRINGE BENEFITS	-	-	-		
TRAVEL	44,192	44,192	-	100%	0%
SUPPLIES	30,013	30,013	-	100%	0%
CONTRACTUAL	26,080	26,080	-	100%	0%
OTHER	212,393	212,393	-	100%	0%
INDIRECT	31,268	31,268	-	100%	0%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	343,946	-	100%	0%
CARRYOVER					
PERSONNEL	92,769	92,769	-	100%	0%
FRINGE BENEFITS	-	-	-		
TRAVEL	37,198	37,190	8	100%	0%
SUPPLIES	13,347	25,117	(11,770)	188%	-88%
EQUIPMENT	100,000	68,234	31,766	68%	32%
CONSTRUCTION	700,000	1,574	698,426	0%	100%
CONTRACTUAL	1,320	1,320	-	100%	0%
OTHER	74,009	77,007	(2,998)	104%	-4%
INDIRECT	23,470	16,144	7,326	69%	31%
TOTAL CARRYOVER	1,042,113	319,354	722,759	31%	69%
GRAND TOTAL EHS FEDERAL FUNDS	20,179,400	17,325,452	2,853,948	86%	14%

Budget reflects Notice of Award #09CH011132-05-02

Actual expenditures include posted expenditures and estimated adjustments through 04/30/2024



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO/ Louis Rodriguez, Finance Administrator

Date: June 18, 2024

Subject: *Head Start* Building Proceeds for Central Kitchen as of April 30, 2024
– **Info Item**

CAPK received authorization from the Office of Head Start (OHS) to sell the properties located at 3100 Mall View Road and 5005 Business Park North. Accordingly, OHS requested that the proceeds from the sale of these buildings be held in an interest-bearing account for the purpose of funding the construction of a new central kitchen.

The remodel of the new central kitchen will be largely funded from the funds in this account and by the funds from the no cost extension grant 09CH011132-05. CAPK submits regular reporting to OHS each time funds are expended for this construction project.

The following are highlights of the funds held from the proceeds of sale of buildings designated for the New Central Kitchen remodel for the period ended April 30, 2024.

Overall expenditures are 11.7% of the Building Proceeds.

Community Action Partnership of Kern

Building Proceeds

Report Period: March 1, 2023 - April 30, 2024

Prepared 05/28/2024

BUILDING PROCEEDS (For Central Kitchen Remodel)	BUILDING PROCEEDS	EARNINGS (INTEREST)	TOTAL	EXPENSES	REMAINING	% REMAINING
	3,329,792	8,009	3,337,801	391,459	2,946,342	88.3%

% Spent 11.7%

Sale Central Kitchen - 10/31/2023	1,105,128
Sale BPN - 02/14/2024	2,224,664
Total Proceeds	<u>3,329,792</u>
Plus Interest	<u>8,009</u>
	3,337,801
Less Expenses	<u>391,459</u>
Remaining Balance	<u>2,946,342</u>



MEMORANDUM

To: Budget and Finance Committee

From: Sabrina Jones-Roberts, 2-1-1 Program Administrator

Date: June 18, 2024

Subject: *Agenda Item 4b: 2-1-1 Call Center - United Way of Tulare County FY 2024-2027*
Service Agreement- **Action Item**

The 2-1-1 Kern Call Center program operates around the clock, providing residents with free, comprehensive information and connections to health and human services in Kern County and beyond. The program extends support to other United Way partnerships in the Central Valley, like the United Way of Tulare County, by offering back-office assistance. Through a services agreement, trained specialists ensure coverage for 211 calls during off-hours, holidays, and weekends.

Currently, the program is in the process of renewing its services contract for another three years, spanning from July 1, 2024, to June 31, 2027. Detailed information regarding the scope of services, reporting, and pricing based on call volume can be found in the enclosed service contract.

Recommendation

Staff recommend the Board of Directors authorize the CEO to execute the services contract with United Way of Tulare County for 2-1-1 Call Center services for the fiscal years 2024-2027.

Attachment

FY 2024-27 United Way of Tulare County service agreement



Community Action Partnership of Kern
1300 18th Street, Suite 200 • Bakersfield, CA 93301

P: (661) 336-5236 F: (661) 336-5228

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (“Agreement”) is made and entered into as of July 1, 2024 by and between: United Way Tulare County (“UWTC”), and Community Action Partnership of Kern (“CAPK”). This agreement assumes that call, text, and chat volume will remain within the Tier 1 Pricing metrics (see Exhibit A). When inquiries handled exceed Tier 3 range, 211 Kern will initiate discussions with UWTC for renegotiation of the annual fee.

In consideration of mutual promises and agreements of the parties as herein set forth, Contractor (CAPK) and Client (UWTC) agrees as follows:

1. DESCRIPTION OF SERVICES.

CAPK:

- A. CAPK agrees to provide trained Information & Referral (I&R) Specialists who will provide 211 call center coverage for the Client after hours, holidays, and weekends at CAPK’s Kern County site.
- B. Pay all required payroll taxes including, but not limited to, Workers’ Compensation, for all staff providing 211 Call Center Coverage for CAPK.
- C. Maintain a campaign for the Client in its Telephony System domain. CAPK will submit invoices to the Client no later than the fifteenth (15th) of the month for the preceding month.
- D. CAPK will provide time for Client to provide training for 211 Kern staff that is specific to Tulare County needs and requirements and to provide information about Tulare County communities. CAPK will work with Client to schedule training dates and times.
- E. CAPK will provide UWTC staff with telephony system monthly reports which include but are not limited to:
 - a. Call Log Reports
 - i. Number of Calls Received
 - ii. Number of Calls Handled
 - iii. Number of Calls Dropped
 - iv. Average Handle Time
 - v. Average Speed of Answer
- F. CAPK 211 Kern Program Manager and/or Division Director are available for conference calls and in-person meetings when needed. Both parties will work to schedule dates and times that are most convenient.

Client:

- A. Provide CAPK with access to 211 Tulare County resource database. Different levels of access will include Trainee, Standard, Enhanced, Supervisor and Administration
- B. Update its iCarol database so 211 Kern I&R Specialists can provide updated and accurate referrals/resources to Tulare County residents.
- C. Conduct follow-up calls for Tulare County callers and will be responsible for outreach.
- D. Provide CAPK with Client Language Line account number to access this service for non-English/Spanish Tulare County callers.
- E. Inform CAPK of any relevant marketing, outreach or Public Information Campaign efforts that would result in an increase in calls from the Client's home county.
- F. Participate in meetings/conference calls, as needed, with CAPK staff to discuss issues/concerns relating to the implementation of this agreement.

2. COMMUNICATIONS REGARDING SYSTEM ISSUES

- CAPK will notify UWTC immediately when the Telephony System or CRM goes down. Whether the issue originates within CAPK (internet outage), Five9 or iCarol, UWTC will be informed about action being taken and the anticipated time service is expected to be resumed. If the issue originated within CAPK and it is expected that a resolution will take more than 30 minutes, CAPK 211 staff will be relocated to an alternate CAPK location and will perform work using laptops.
- Primary Contact for CAPK: Chief Business Development Officer, Pritika Ram
Secondary Contact for CAPK: 211 Program Administrator, Sabrina Jones-Roberts
- Primary Contact for UWTC: Executive Director, Rosemary Caso
Secondary Contact for UWTC: Program Coordinator, Martin Nogues

3. DISASTER EVENT IN TULARE COUNTY

- In the event of a disaster or UWTC anticipates that a disaster is likely in Tulare County, UWTC will contact CAPK to provide local information and updates in an easy to relate format for staff.
- If a major event/disaster affecting Tulare County leads to a substantial call surge, CAPK will attempt to contact both primary and secondary UWTC contacts.
 - Disaster Mode will be confirmed to CAPK by UWTC. CAPK is not able to activate Disaster Mode without confirmation from UWTC.
 - UWTC will maintain updated disaster resources in its iCarol database and will also provide CAPK, via e-mail to 211@capk.org, with real time information as it becomes available.
 - CAPK commits to upholding the primary relationship of UWTC and Tulare County local emergency services organizations and will only contact the emergency organizations directly when UWTC contacts are not available or when advised to do so by UWTC staff.
 - Data collection for calls during Disaster Mode will be limited to the following information:
 - ✓ Date of Call
 - ✓ Time of Call
 - ✓ Caller's city
 - ✓ Reason for call

- o CAPK will make every effort to provide a high level of service during disaster, but service level expectation will be suspended during periods of unexpected call surges.
- o UWTC and CAPK agree that activating Disaster Mode may result in additional expenses being incurred by CAPK to support disaster level services for Tulare County. UWTC agrees to reimburse CAPK for reasonable expenses incurred by CAPK related to the provision of services to 211 Tulare County while in Disaster Mode.

4. ADDITIONAL PROJECTS

- UWTC commits to providing ample advance warning on activities that may lead to changes in call volume (outreach, etc.) and on special project development.
- If/when special projects are developed, UWTC commits to providing the following information to CAPK so a budget for the project can be developed if it is determined that the project will lead to a change in call volume during/after the project period and/or will lead to longer handle time for Tulare County callers:
 - ✓ Description of special project including any outreach
 - ✓ Description of any additional data collection requirements
 - ✓ Anticipated change in call volume during/after the project period
 - ✓ If there are budget implications, it will be approved ahead of time by UWTC and CAPK. A startup fee may apply to all additional service requests.

5. LOCATION FOR SERVICES. CAPK's 211 Call Center is located at 1300 18th Street, Suite 200, Bakersfield, CA 93301.

6. PAYMENT FOR SERVICES. Payment for services shall be \$84,104.00 in the first year invoiced at \$7,009 per month for the scope (see Exhibit A). This fee will increase annually by 5% per 1,000 calls over contracted amount (Year 2 fee is \$87,743.00 and Year 3 fee is \$91,564.00). CAPK will send all invoices to:

Rosemary Caso, Executive Director Rosemary@unitedwaytc.org
United Way of Tulare County, (UWTC)

1601 Prosperity Avenue, Tulare, CA 93274

- 7. TERM/TERMINATION.** The term of this Agreement shall begin on 7/1/2024 through 06/30/2027. This contract may be terminated with or without cause upon (90) days written notice of either party to this agreement. Amendments to this agreement shall be made by written mutual agreement between CAPK and the Client.
- 8. OPTION TO RENEW.** This agreement may be renewed for an additional thirty-six (36) months upon agreement between CAPK and UWTC.
- 9. HOLDING OVER.** Any hold-over after the expiration date of this Agreement shall be construed as a month-to-month agreement until the Description of Services has been completed, or otherwise in accordance with the terms hereof as applicable.
- 10. INSURANCE.** CAPK maintains General Liability Insurance and is responsible for maintaining any public liability, property damage, Workers' Compensation Coverage and fire insurance.
- 11. HOLD HARMLESS/INDEMNIFICATION.** CAPK agrees to indemnify, defend and hold harmless UWTC from any and all liabilities, including attorney's fees, arising out of or in any way related to CAPK's performance of services for UWTC, as fully as is permitted by the laws of the State of California. UWTC agrees to indemnify, defend and hold harmless CAPK from any and all liabilities, including attorney's fees, arising out of or in any way related to UWTC performance, as fully as is permitted by the laws of the State of California.
- 12. 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 via certified mail, return receipt

requested, to the address set forth in this Agreement.

13. RELATIONSHIP OF PARTIES. While engaged in carrying out and complying with terms and conditions of this Agreement, the Client is an independent organization and not an officer, employee, or agent of CAPK.

14. APPLICABLE LAW. The Laws of the State of California shall govern this Agreement.

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

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

UNITED WAY TULARE COUNTY ("UWTC")

Signature: _____

Signature _____

Printed Name: _____

Printed Name:

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Community Action Partnership of Kern | 2-1-1 Call Center
United Way of Tulare County Proposed Fee Schedule

Year 1 - United Way Tulare County Proposed New Fee Schedule

	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 10,000	\$ 84,104	\$ 7,009
Tier 2	10,001 to 13,000	\$ 87,743	\$ 7,312
Tier 3	13,001 to 16,000	\$ 91,564	\$ 7,630
Tier 4	16,001 +	\$ 96,143	\$ 8,012

Year 2 - United Way Tulare County Proposed New Fee Schedule

	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 10,000	\$ 86,627	\$ 7,219
Tier 2	10,001 to 13,000	\$ 90,375	\$ 7,531
Tier 3	13,001 to 16,000	\$ 94,311	\$ 7,859
Tier 4	16,001 +	\$ 99,027	\$ 8,252

Year 3 - United Way Tulare County Proposed New Fee Schedule

	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 10,000	\$ 89,226	\$ 7,435
Tier 2	10,001 to 13,000	\$ 93,087	\$ 7,757
Tier 3	13,001 to 16,000	\$ 97,141	\$ 8,095
Tier 4	16,001 +	\$ 101,998	\$ 8,500



MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Housing & Supportive Services

Date: June 18, 2024

Subject: *Agenda Item 4c*: Renewal Contract: U.S. Department of Housing and Urban Development (HUD) and Coordinated Entry System (CES) - **Action Item**

The U.S. Department of Housing and Urban Development (HUD) has awarded Community Action Partnership of Kern a renewal contract for operation of the Coordinated Entry System (CES) on behalf of the Bakersfield-Kern Regional Homeless Collaborative (BKRHC) Continuum of Care (CoC).

The annual budget of \$236,838 has been designed to fund one full-time CES Supervisor and two full-time Homeless Navigators. The Homeless Navigators conduct intakes, referrals, assessments, and determine eligibility in accordance with HUD and local CoC policies. The CES Supervisor provides oversight and guidance to the Homeless Navigators and conducts training, data management, and reporting to the CoC.

This extended agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3, Objective 3.1 to increase housing stability for people experiencing or at risk of homelessness.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Chief Executive Officer to execute the contract for services with the U. S. Department of Housing and Urban Development for Coordinated Entry System and allow for the execution of additional documents and amendments throughout the duration of the contract term.

Attachment:

Grant Agreement: Grant Number CA1799L9D042305



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
300 N. Los Angeles Street
Suite 4054
Los Angeles, CA 90012

Grant Number: CA1799L9D042305
Recipient's Name: CAPK
Tax ID Number: 95-2402760
Unique Entity Identifier [SAM]: MH2JA4FK2WK1
Federal Award Date: 6/3/2024

CONTINUUM OF CARE PROGRAM (CDEA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and CAPK (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$236,838, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
CA1799L9D042305	12 months	08-01-2024 - 07-31-2025	\$236,838
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$215,307
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$21,531
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

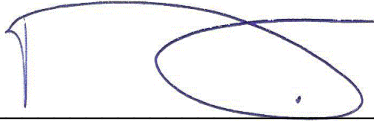
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Rufus Washington, Director

(Typed Name and Title)

June 3, 2024

(Date)

RECIPIENT

Community Action Partnership of Kern

(Name of Organization)

By:

(Signature of Authorized Official)

Jeremy T. Tobias, Chief Executive Officer

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
Community Action Partnership of Kern	10%	MTDC

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Housing and Supportive Services

Date: June 18, 2024

Subject: *Agenda Item 4d*: County of Kern – Public Health Department COVID-19 Isolation Accommodation Agreement – **Action Item**

In August 2023, Community Action Partnership of Kern (CAPK) submitted a proposal to the County of Kern as part of the COVID-19 Emergency Response funding. The request was approved in October 2023 and targeted to the clients of the M Street Navigation Center and the safe camping program, in partnership with the County of Kern, for the purposes of accommodating individuals at-risk of or exposure to the COVID-19 virus. The M Street Navigation Center serves on average 230 clients monthly, including 147-bed (overnight) stays and 75 clients safe camping clients.

COVID-19 Homeless Shelter Response

During the last cycle of increased cases of COVID-19 outbreaks (2020-22), efforts were made to provide temporary shelter, including motel rooms, to homeless individuals who needed to isolate due to COVID-19 by partnering with local motels to secure rooms. This was done to prevent the spread of the virus within homeless populations and to protect both the homeless individuals, staff, on-site service providers, and the broader community.

The idea behind providing motel rooms for isolation was to offer a safe space for homeless individuals who tested positive for COVID-19 or were symptomatic to isolate themselves and recover without potentially spreading the virus to others in crowded shelters or on the streets. It was also a way to protect homeless individuals who might be more vulnerable to severe illness due to underlying health conditions. After consulting with the Kern County Public Health Department and health officials, the agency implemented policies and procedures for motel isolation rooms for COVID-19 is to establish a structured and consistent approach to managing the isolation and quarantine needs of individuals who are either homeless or cannot safely isolate within their own homes due to the risk of spreading the virus.

Proposal Description

The agency requested funds to support motel isolation for the above-mentioned individuals for a pre-determined length of stay (i.e., 3-day period) to provide a safer environment where they can recover without being exposed to crowded shelters or public spaces. Based on past experiences and as the site continues to practice health and safety requirements and protecting vulnerable populations, we anticipate serving 3 clients per month during an 11-month period for a 3-day motel accommodation, including meals and incidentals per day including water, non-perishable food/long shelf-life items, hygiene items, as well as supplies and local mileage reimbursement for staff. As part of the protocols, the site will conduct contact tracing for those individuals who were isolated in the motel rooms due to COVID-19 and maintaining clear record of individuals to monitor and manage the spread of the virus more effectively.

We anticipate the isolation plan and approved budget satisfactorily meet the intent of the Kern County Public Health Department COVID19 Emergency funds while providing immediate response services to our homeless clients.

The contract period begins on July 1, 2024, through June 30, 2025, in the amount of \$97,678.74. This will allow for hotel accommodations, project supplies, travel, supplies for isolation, and indirect.

Recommendation

Staff recommend the Board of Directors authorize the Chief Executive Officer to execute the County of Kern – Public Health Department COVID-19 Isolation Accommodation Agreement.

Attachment

County of Kern – Public Health Department COVID-19 PPSA Agreement 2024

KERN COUNTY
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
SCHEDULE TO MASTER TERMS AND CONDITIONS
PPSA-STANDARD

I. This **SCHEDULE** ("**Schedule**") shall be effective on 07/01/2024 ("**Effective Date**") and shall terminate no later than June 30, 2025 ("**Termination Date**").

Kern County Department: Public Health ("**Responsible County Department**")

Located at: 1800 Mt. Vernon Avenue, Bakersfield, CA 93306

Service Provider: Community Action Partnership of Kern, ("**Consultant**")

Located at: 5005 Business Park North, Bakersfield, CA 93313

Consultant Email for signature: jtobias@capk.org

Consultant is (select one):
☐ Sole Proprietorship
☒ Incorporated in the State of California
☐ Other (specify)

II. Consultant shall provide the services and products described in **Exhibit A** ("**Services**"). This excludes travel and other expenses described in Section III. County shall compensate Consultant for those services and products in an amount not to exceed: \$97,678.74.

III. Travel and all other expenses. Select one of the following:

☒ County **shall not** reimburse Consultant for any travel or other expenses incurred by Consultant. Travel costs are included in the fixed fee.

☐ County **shall** reimburse Consultant for mileage between Community Action Partnership location, shelters, and hotels. County shall reimburse Consultant in an amount not to exceed: \$0.

IV. Total Amount Payable Under Agreement (Compensation for Services/Products, Plus Travel and Other Expenses)
County shall compensate Consultant for the Services and Products (amount stated in Section II) and reimburse Consultant for expenses, including travel, if applicable (amount stated in Section III). The total amount payable under this agreement shall not exceed: \$ 97,678.74 (Section II + Section III).

V. Consultant shall be required to have the following insurance coverages which are marked, on the terms provided in the Master Terms and Conditions. The insurance coverages shall be in the amounts specified, unless another amount is shown (select all that apply):

☒ Workers' Compensation: As required by California Labor Code Section 3700

☒ Commercial General Liability (\$1,000,000/Occurrence; \$2,000,000/Aggregate) or other amounts: \$ ____.

☒ Automobile Liability (\$1,000,000/Occurrence) or other amount: \$ ____.

☒ Professional Liability (\$1,000,000/Claim; \$2,000,000/Aggregate) or other amounts: \$ ____.

Note: If a lesser amount is shown, the Responsible County Department must obtain the prior written approval of the County Risk Manager.

If there are any conflicts between the terms and conditions contained in this Schedule and the Master Terms and Conditions, this Schedule shall control.

The Parties have executed this Schedule, including the Master Terms and Conditions, which constitute the Agreement, on the Effective Date.

COUNTY OF KERN

Kern County Public Health Services

By _____
Nicole Rosales, Purchasing Manager

By _____
Brynn Carrigan, Director

Office of the County Counsel

By _____
Jeremy T. Tobias
"Consultant"

By _____
Jennifer Feige, Deputy

**EXHIBIT A
SERVICES**

Consultant shall provide the Services shown below for the Responsible County Department based on the following payment schedule: (select one of the following options)

- ☐ Consultant shall submit one invoice to County upon contract completion and acceptance of the Services by County.
- ☐ Consultant shall invoice monthly for hours expended over the prior 30 days; County to retain 20% of all invoiced amounts until final acceptance of the Services by County.
- ☐ Consultant shall invoice County upon the successful completion of milestones:
(insert percentages next to applicable milestones)
- ☐ % Upon completed installation of _____.
- ☐ % Upon completed installation of _____.
- ☐ % Upon completion of training _____.
- ☐ % Other Milestone (describe) _____.
- ☐ % Other Milestone (describe) _____.
- ☐ % Upon contract completion and acceptance of the Services by County.
- ☒ Consultant shall invoice County as follows: (describe in detail any payment schedule, milestone payments, percentages and retention as applicable)

Consultant shall invoice monthly for room isolation services for the homeless population. Monthly invoices shall be submitted by the 15th of the month for services provided in the previous month.

1. Full description of the Services:

Consultant will provide services to support hotel isolation for homeless individuals that are clients of the M Street Navigation Center (located at 2900 M Street, Bakersfield, CA 93301) who test positive for COVID-19 or symptomatic to recover without potentially spreading the virus to others in crowded shelters or on the streets. Isolation will support individuals, who might be more vulnerable to severe illness of COVID-19 due to underlying health conditions, in their recovery. Consultant will provide hotel accommodation, outreach services, and supplies to individuals in isolation; consisting of meals and incidentals per day including water, non-perishable food/long shelf-life items, hygiene items, as well as supplies (i.e., binders, folders, pens/paper, travel bags) and local mileage reimbursement for staff to travel from the homesite (M Street Navigation Center) to the motel providing daily case management, when reasonable.

2. Dates and location where the Services will take place (include time schedule and/or milestone dates if appropriate):

Consultant shall provide the hotel isolation service from 7/1/2024 – 6/30/2025. Hotel placements will be available at seven (7) days per week in order to meet the needs of the shelter for this isolation service.

3. If training is involved, the hours per day that are included in the training and minimum/maximum number of staff/trainees allowed to attend the training:

N/A

4. Materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist Consultant in provision of the Services:

By Responsible County Department:

N/A

By Consultant:

N/A

EXHIBIT B

PAYMENT FOR SERVICES

Contractor shall only invoice the County, and County shall only be obligated to pay, for the following:

Budget Detail	Costs
Local Travel for project	\$1,000
Project supplies (Folders, pens, paper, etc.)	\$829
Hotel Accommodations	\$55,934.23
Supplies for Persons in Isolation	\$31,036.08
Indirect	\$8,879.43
Total Budget	\$97,678.74

KERN COUNTY
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS
PPSA-STANDARD

THIS AGREEMENT ("Agreement") is entered into effective on the Effective Date shown on the attached Schedule, by and between the **COUNTY OF KERN**, a political subdivision of the State of California, as represented by the Purchasing Agent ("**County**"), with its principal location at 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, and **CONSULTANT** identified on the Schedule ("**Consultant**"). County and Consultant are individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services.

B. The County Department identified on the Schedule as the Responsible County Department requires those services which are specified in **Exhibit A**.

C. County desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.

D. The Purchasing Agent has been authorized by the Board of Supervisors to contract for personal/professional services in an amount not to exceed \$200,000 per contract.

AGREEMENT

1. Services to be Rendered. Consultant shall provide the services and products described in **Exhibit A** ("**Services**").

2. Compensation to Consultant. County shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to County.

3. Reimbursement Policy and Billing Requirements. All invoices for payment shall be submitted in a form approved by County based upon the payment schedule selected on **Exhibit A**, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible County Department. Consultant shall also provide an informational copy to the Purchasing Agent. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible County Department.

4. Term. This term of this Agreement ("**Term**") shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.

5. Assignment. Consultant shall not assign, transfer, or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the Purchasing Agent.

6. Audit, Inspection and Retention of Records. Consultant shall maintain and make available to County accurate books and records relative to the Services under this Agreement. Consultant shall permit County to audit, examine, and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel, or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as County.

7. Authority to Bind County. It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. Indemnification.

a. **General.** Consultant shall defend, indemnify, and hold harmless County and County's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("**County Indemnified Parties**") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments and costs, including attorneys' fees of County Counsel and outside counsel retained by County, expert fees, costs of staff time, and investigation costs ("**Claims**") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("**Consultant Representatives**"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of County; and any workers' compensation Claim arising from or relating to the Services. Consultant shall defend any Claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost.

b. **Immigration Reform and Control Act.** Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless County and County Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant or Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives. Consultant shall defend any Claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost.

c. **Infringement Claim.** If any Claim is asserted or action or proceeding brought against County or County Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or County's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Consultant prompt written notice. Consultant shall defend and indemnify County and County Indemnified Parties from any Claims, including costs incurred by County in order to avoid entry of any default judgment or other waiver of County's rights. Consultant shall defend any claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost. County shall cooperate fully with and may monitor Consultant in the defense of any Claim and shall make employees available as Consultant may reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by County's cooperation in the defense.

d. **Remedy of Infringement Claim.** If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:

1. **Replace.** Promptly replace the Services with compatible, functionally equivalent, and non-infringing Services;

2. **Modify.** Promptly modify the Services to make them non-infringing without materially impairing County's ability to use the Services as intended;

3. **Procure Rights.** Promptly procure the right of County to continue using the Services; or

4. **Refund.** As a last resort, if none of these alternatives is reasonably available to Consultant, and County is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to County all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products shall be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by County if the court does not so direct.

e. **Modification of Services.** This indemnification does not extend to modifications or additions to the Services made by County or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by County.

f. **Survival of Indemnification Obligations.** Upon completion of this Agreement, the provisions of this Section 8 shall survive.

9. **Insurance.** Consultant, in order to protect County and County Indemnified Parties against Claims as a result of the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain the following insurance. Consultant shall not perform any Services until Consultant has obtained all insurance required under this Section 9 and the required certificates of insurance and all required endorsements have been filed with County's authorized insurance representative ("**Authorized Insurance Representative**"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Consultant shall promptly deliver to Authorized Insurance Representative a certificate of insurance, and all required

endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or County as an additional insured.

a. **Workers' Compensation and Employer's Liability Insurance Requirement.** If Consultant has employees who may perform any Services under this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Consultant shall require any Consultant Representatives to provide workers' compensation for any of the Consultant Representative's employees, unless the employees are covered by the insurance carried by Consultant. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Consultant shall provide and/or require each Consultant Representative to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. **Liability Insurance Requirements.**

1. **Types of Liability Insurance.** Consultant shall maintain in full force and effect, during the Term, the following types of liability insurance:

A. **Commercial General Liability Insurance,** including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than the amount specified on the Schedule.

B. **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

C. **Professional Liability (Errors and Omissions) Insurance,** for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

2. **Endorsements.** The Commercial General Liability and Automobile Liability Insurance required in this **Section 9** shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3. **Claims-Made Insurance.** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Insurance Companies.** All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager.

d. **Self-Insurance.** If Consultant is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

e. **Primary Insurance; Waiver of Subrogation.** All insurance carried by Consultant shall be primary to and not contributing to any insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

f. **Insurance Does Not Replace Indemnification.** Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of the coverage,

and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking other actions as are available to it under this Agreement or under Applicable Law.

g. Failure to Maintain Insurance. Failure by Consultant to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for the insurance. If the balance of monies owed to Consultant under this Agreement is insufficient to reimburse County for the premiums and any associated costs, Consultant shall reimburse County for the premiums and pay for all costs associated with the purchase of the insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

h. Cancellation of Insurance. The insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

10. Consultant Representations. Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

a. Expertise and Staff. Consultant has the expertise, support staff, and facilities necessary to provide the Services; and

b. No Adverse Interests. Consultant does not have any actual or potential interests adverse to County, nor does Consultant represent a person or firm with an interest adverse to County relating to the subject of this Agreement; and

c. Timeliness. Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. Ownership of Documents. All reports, documents, and other items generated or gathered in the course of providing the Services are and shall remain the property of County, and shall be returned to County upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. Rights to Contracted Products.

a. Belong to County. For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of County and may be used by County in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant.

b. Use by County. The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by County in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.

c. No Publication. Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by County.

d. Delivery to County. Upon termination or expiration of this Agreement, Consultant shall immediately deliver to County all County-owned programs and documentation developed under this Agreement. In addition, Consultant grants to County a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for County purposes, any Consultant-owned program, including system software, utilized by Consultant in performance of the Services.

e. Survival of Covenants. Upon completion of this Agreement, the provisions of this **Section 12** shall survive.

13. Termination. The Purchasing Agent may at his or her election, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination shall be deemed effective 15 days after personal delivery, or 20 days after mailing by U.S. Mail, postage prepaid, registered or certified mail, addressed as provided in Section 23. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the

Purchasing Agent, Consultant shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 13**, County shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

14. Choice of Law/Venue. The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

15. Compliance with Applicable Law. Consultant shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement.

16. Confidentiality. Consultant shall not, without the prior written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this **Section 16** shall continue to survive.

17. Conflicts of Interest.

a. Financial Conflicts of Interest. Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.

b. Organizational Conflicts of Interest. Consultant represents, to the best of its knowledge, that neither Consultant nor any Consultant Representative presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the Services. Neither Consultant nor any Consultant Representative shall enter into any contractual arrangement that would give rise to any potential organizational conflict of interest, without first obtaining County's prior written approval before entering into the contractual arrangement. If any organizational conflict of interest is discovered by Consultant relating to this Agreement, Consultant shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this Agreement in the event that Consultant has any actual or potential organizational conflict of interest. As used in this **Section 17.b**, "organizational conflict of interest" means any a relationship whereby Consultant has present or planned interests related to the Services which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (ii) may result in Consultant or any Consultant Representative being given an unfair advantage.

18. Enforcement of Remedies. No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

19. Negation of Partnership. In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of County. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.

20. Non-collusion Covenant. Consultant represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County and (ii) it has received from County no incentive or special payments and no considerations not related to the provision of the Services.

21. Non-discrimination. Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.

22. Non-waiver. No term, covenant or condition of this Agreement can be waived except by the prior written consent of County. Forbearance or indulgence by County shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by Applicable Law despite the forbearance or indulgence.

23. Notices. All notices under this Agreement shall be provided to the Kern County Purchasing Agent at the address indicated in the opening section of this Agreement and to the Consultant and Responsible County Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the Kern County General Services Department.

24. Captions and Interpretation. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

26. Modifications of Agreement. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

27. Severability. If any term, covenant or condition in, or provision of, this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.

28. Signature Authority. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

29. Sole Agreement. This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, and obligations and terms, covenants and conditions contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

30. Time of Essence. Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.

31. No Third Party Beneficiaries. The Parties understand and agree that the enforcement of the terms, covenants and conditions and all rights of action relating to enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of County and Consultant that any person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. Gender/Plural. References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.

33. Recitals. Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

34. Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

35. Corporate Qualifications. If Consultant is a corporation incorporated outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this Agreement, provide County with a copy of the certificate of qualification issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 2105. If Consultant is a limited liability company formed outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this agreement, provide to County a copy of the certificate of registration issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 17708.02. Any corporation or limited liability company, whether or not incorporated in the state of California, must be in good standing to qualify to do business with County. Failure to provide County with the current certificates is grounds for County to terminate the Agreement.

36. Political/Religious Activity. No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.



MEMORANDUM

To: Budget & Finance Committee

From: Wilfredo Cruz – Energy Program Administrator

Date: June 18, 2024

Subject: *Agenda Item 4e*: Contract for Services for Energy Weatherization – **Action Item**

On April 5, 2024, a Request for Proposals was released, inviting qualified vendors holding a State of California Class B General Building Contractor's License to offer comprehensive weatherization services to our clientele:

We received four proposals in a timely manner, all meeting the stipulated criteria outlined in the RFP.

- Econo West, Inc.
- HD Maintenance
- Oasis Air and Solar
- PLC System Services

After careful consideration, CAPK has determined that it is in our organization's and clients' best interests to engage in Contract for Services Agreements with all four of these subcontractors for an initial term of one year. These contracts will also include provisions for the potential renewal of each agreement for up to two additional one-year terms upon expiration.

Each Agreement specifies a 'not to exceed' amount of \$1,000,000 over the course of the one-year term, subject to approval from the Board of Directors.

The services provided by our weatherization subcontractors align directly with CAPK's mission and Strategic Goal 3, which focuses on promoting economic empowerment and financial stability for low-income individuals within the communities we serve

Recommendation:

Staff recommends the Board of Directors approve the contracts for Econo West Inc., HD Maintenance, Oasis Air and Solar, and PLC System Services, and authorize the Chief Executive Officer to execute the contracts.

Attachments:

Contract for Services – Econo West, Inc.

Contract for Services – HD Maintenance

Contract for Services – Oasis Air and Solar

Contract for Services – PLC System Services, LLC



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 10th day of June 2024 by and between Econo West, 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 is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2024-001. Vendor’s Bid Form for RFP CAPK Energy 2024-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- 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 **Attachment A**. 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 **Attachment A** 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 June 10th, 2024, through May 9th, 2025.

3. OPTION TO RENEW.

- b. Upon mutual agreement of both parties, Vendor shall have the option to renew the Agreement for (2) two additional (1) one year terms following the expiration of this agreement. Vendor shall notify CAPK of its intent to exercise such option by giving 60 days written notice prior to the expiration of this Agreement.

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.

- a. **INVOICES.** Services shall be billed according to Attachment A. 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. The total aggregate amount on this Agreement is not to exceed \$1,000,000.00.

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

Community Action Partnership of Kern,
Attn: Accounts Payable,
1300 18th Street, Ste 200
Bakersfield, CA 93301

- b. **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.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in Attachment A. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

6. RELATIONSHIP OF PARTIES.

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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:

Econo West, Inc
ATTN: Dave Kerr
42332 ½ 10 St West
Lancaster, CA 93534
Phone: (661) 947-2653

CAPK:

Community Action Partnership of Kern
ATTN: Freddy Hernandez
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: Non-collusion 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).
- l. Addendum L: Additional Terms and Conditions

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: ECONO WEST, INC

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

Weatherization Measure Matrix - Exhibit A PRICING SHEET FOR WEATHERIZATION SERVICES

Line #	Measure	Type	Your Pricing	Description of services to be provided (provide price for material and labor separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified (for reweatherized dwellings)		N/A
2	REM/Design Energy Audit			N/A
3	Combustion Appliance Safety Test	Pre Post		N/A
4	Blower Door Test	Pre Post		—
5	Duct Leakage Test	Pre Post		—
6	Environmental Testing			—
7	HERS Rater			375 [#]
8	Permits			200 [#]
9	Contractor Post-Weatherization Inspection	In-house Post Inspection Sub-contracted Post Inspection	— per inspection	—
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	— per alarm	75 [#]
2	Smoke Alarm	Lithium Battery or Hard- Wired	— per alarm	75 [#]
3	Cooking Appliance Repair (Free Standing Range or Cook Top)	Electric Natural Gas and Propane Other Types Not Listed	— per dwelling unit	—
4	Cooking Appliance Replacement (Free Standing Range or Cook Top)	Electric Natural Gas & Propane Other Types Not Listed	— per dwelling unit	—
5	Cooking Appliance Repair, Built-in Single Wall Oven	Electric 24" Electric 30" Gas 24"	— per dwelling unit — per dwelling unit — per dwelling unit	—
6	Cooking Appliance Replacement, Built-in Single Wall Oven	Electric 24" Electric 30" Gas 24"	— per dwelling unit — per dwelling unit — per dwelling unit	—
7	Cooling Repair	AC Forced Air Unit (Split System) AC Wall/Window Unit Evaporative Cooler (EC)	— per dwelling unit — per dwelling unit — per dwelling unit	895 [#]

		Multi-Unit Central System	<u>1</u> per dwelling unit	895
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Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
8	Cooling Replacement	AC Forced Air Unit (Split System)	<u>1</u> per dwelling unit	6,000
		AC Wall/Window Unit	<u>1</u> per dwelling unit	1800
		Evaporative Cooler (EC)		
		Evaporative Cooler (EC) Window/Wall	<u>1</u> per dwelling unit	3200
		Multi-Unit Central System	<u>1</u> per dwelling unit	6,000-8,000
9	CVA Venting	All Other	<u>1</u> per dwelling unit	485 [#]
		Louver Doors Only	<u>1</u> per dwelling unit	485 [#]
10	Environmental Hazard Work			
11	Heating Source Repair	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	<u>1</u> per dwelling unit	895
		Forced Air Unit (Split System-Heating)	<u>1</u> per dwelling unit	895
		Heat Pump / Other Types Not Listed	<u>1</u> per dwelling unit	1200
		Package (Dual Pack)	<u>1</u> per dwelling unit	1200
		Wood-Fueled	___ per dwelling unit	/
		Multi-Unit Central System	___ per dwelling unit	1200
12	Heating Source Replacement	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	<u>1</u> per dwelling unit	3200
		Forced Air Unit (Split System-Heating)	<u>1</u> per dwelling	6000
		Heat Pump / Other Types Not Listed	<u>1</u> per dwelling unit	6000
		Package (Dual Pack)	<u>1</u> per dwelling unit	8500
		Wood-Fueled	/ per dwelling unit	
		Multi-Unit Central System	___ per dwelling unit	6000-8,000
13	Water Heater Repair	Electric		
		Natural Gas & Propane	<u>1</u> per dwelling unit	875
		Mobile Home		
		Multi-Unit Central System	/ per dwelling unit	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
14	Water Heater Replacement	Electric	<u>1</u> per dwelling unit	3200 7500
		Heat Pump - 50 Gallon	<u>1</u> per dwelling unit	
		Heat Pump - 65 Gallon	<u>1</u> per dwelling unit	
		Heat Pump - 80 Gallon	<u>1</u> per dwelling unit	
		Natural Gas and Propane	<u>1</u> per dwelling unit	3200
		Mobile Home		
		Multi-Unit Central System	<u>1</u> per dwelling unit	
SECTION: Mandatory				
1	Attic Ventilation		___ per dwelling unit	<u>1</u>
2	Ceiling Insulation	Add up to R-11	___ per sq ft	<u>1</u>
		Add R-12 to R-19	___ per sq ft	
		Add R-20 to R-30	___ per sq ft	
		Add R-31 to R-38	___ per sq ft	
		Add R-39 to R-49	___ per sq ft	
3	Door, Exterior (All Other Types)	Repair	___ per door	<u>1</u>
		Replacement - Catastrophic leaks only	___ per door	
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	___ per door	<u>1</u>
		Repair - Greater than 72" x 80"	___ per door	
		Replacement - 72" x 80" and smaller - (Catastrophic leaks only)	___ per door	
		Replacement - Greater than 72" x 80" - (Catastrophic leaks only)	___ per door	
5	Duct Insulation		___ per square foot	<u>1</u>
6	Duct Repair, Sealing, and Replacement		___ per dwelling unit	<u>1</u>
7	Filter Replacement	Air Conditioner Heater	<u>1</u> per dwelling unit	28
8	Hot Water Flow Restrictor	Faucet Restrictor (Aerator)	___ per restrictor	<u>1</u>
		Low Flow Handheld Showerhead	___ per showerhead	
		Low Flow Showerhead	___ per showerhead	
9	HVAC Blower Upgrades	ECM Blower Motor	<u>1</u> per dwelling unit	1500
		Efficient Fan Controller	___ per dwelling unit	
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows) ¹		___ per dwelling unit	<u>1</u>

11	Kitchen Exhaust Installation, Repair & Replacement ²	Range Hoods, Wall/Ceiling Mounts	___ per dwelling unit	
12	Kneewall Insulation	Add up to R-11	___ per sq ft	
		Add R-value 12-19	___ per sq ft	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	___ per kit	
		LED Hard-Wired Lights - Exterior - Porch Light	___ per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	___ per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	___ per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	___ per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	___ per luminaire	
		LED Night Lights	___ per night light	
		LED Torchiere Lamp	___ per dwelling unit	
		LED Replacement Bulbs	___ per bulb	
		LED Tube Lighting	___ per tube	
14	Limited Home Repair ³		___ per dwelling unit	
15	Low Flow Toilet ⁴		___ per toilet	
16	Mechanical Ventilation (if MV assessment is required by blower door diagnostics)	Balanced System	___ per dwelling unit	
		Exhaust System	___ per dwelling unit	
		Supply System	___ per dwelling unit	
17	Microwave Oven		___ per oven	
18	Refrigerator Replacement	19 cu. ft. and below	___ per appliance	
		Over 19 cu. ft.	___ per appliance	
19	Thermostat	Manual	1 per thermostat	395 495
		Programmable - Standard	1 per thermostat	
		Smart	1 per thermostat	
20	Water Heater Blanket		___ per blanket	
21	Water Heater Pipe Wrap		___ per In ft	

22	Whole House Fan		1 per dwelling unit	1800
23	Window	Repair (Catastrophic leaks only)	___ per dwelling unit	/
		Replacement (Catastrophic leaks only)	___ per dwelling unit	
24	Vacancy Sensor Switch		___ per sensor	/

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional Measures				
1	Ceiling Fan		___ per fan	/
2	Clothes Washer Replacement	Front Loading (≤ 6.0 cu. ft)	___ per appliance	/
		Top Loading (≤ 6.0 cu. ft)	___ per appliance	
3	Clothes Dryer Replacement	Electric, ≥ 7.3 cu. Ft	___ per appliance	/
		Electric, ≥ 7.3 cu. ft	___ per appliance	
		Gas, < 7.3 cu. ft	___ per appliance	
		Gas, ≥ 7.3 cu. Ft	___ per appliance	
4	Dishwasher Replacement	≤ 24.0 In	___ per appliance	/
5	Exterior Water Pipe Wrap		___ per In ft	/
6	Floor Foundation Venting		___ per dwelling	/
7	Floor Insulation ⁵	> 36" clearance	___ per sq ft	/
		< 36" clearance	___ per sq ft	
8	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	___ per valve	/
		Low Flow Showerhead (TSV + LFSH Combo)	___ per showerhead TSV combo	
9	Mechanical Ventilation	Balanced System	___ per dwelling	/
		Exhaust System	___ per dwelling	
		Supply System	___ per dwelling	
10	Power Strips	Tier 2 Advanced	___ per strip	/
11	Shade screens		___ per dwelling	/
12	Storm Windows	Fixed, Glass Glazing	___ per sq ft	/
		Fixed, Polycarbonate	___ per sq ft	
		Operable, Glass Glazing	___ per sq ft	
		Operable, Polycarbonate	___ per sq ft	
13	Timer, Electric Water Heater		___ per timer	/

14	Tinted Window Film		_____ per sq ft	
15	Wall Insulation, Stucco and Wood	R-value 13	_____ per sq ft	

Footnotes:

¹Includes sealing of the attic floor for code compliance when adding insulation.

²Damper repairs and replacements are billed under the Infiltration Reduction measure category per the 2023 Technical Reference Manual (TRM).

³Includes replacement of recessed lights with IC-rated fixtures or covers for non-IC rated fixtures when required for code compliance when adding insulation.

⁴Only when required by local building department permit process.

⁵Includes ground moisture barrier costs, when required by program.

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"
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 one (1) year 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 "K"
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."



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 10th day of June 2024 by and between HD Maintenance, 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 is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2024-001. Vendor’s Bid Form for RFP CAPK Energy 2024-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- 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 **Attachment A**. 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 **Attachment A** 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 June 10th, 2024, through May 9th, 2025.

3. OPTION TO RENEW.

- a. Upon mutual agreement of both parties, Vendor shall have the option to renew the Agreement for (2) two additional (1) one-year terms following the expiration of this agreement. Vendor shall notify CAPK of its intent to exercise such option by giving 60 days written notice prior to the expiration of this Agreement.

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.

- a. **INVOICES.** Services shall be billed according to Attachment A. 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. The total aggregate amount on this Agreement is not to exceed \$1,000,000.00.

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

Community Action Partnership of Kern,
Attn: Accounts Payable,
1300 18th Street, Ste 200,
Bakersfield, CA 93301

- b. **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.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in Attachment A. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

6. RELATIONSHIP OF PARTIES.

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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:
HD Maintenance, Inc
ATTN: Shawn Seaborn
PO BOX 1632
Bakersfield, CA 93302
Phone: (661)303-8073

CAPK:
Community Action Partnership of Kern
ATTN: Freddy Hernandez
1300 18th street, Ste 200
Bakersfield, CA 93301
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: Non-collusion 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).
- l. Addendum L: Additional Terms and Conditions

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: HD MAINTNENANCE, INC

Signature : _____

Date : _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signature: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

Weatherization Measure Matrix - Exhibit A PRICING SHEET FOR WEATHERIZATION SERVICES

Line #	Measure	Type	Your Pricing	Description of services to be provided (provide price for material and labor separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified (for reweatherized dwellings)		
2	REM/Design Energy Audit			
3	Combustion Appliance Safety Test	Pre Post		
4	Blower Door Test	Pre Post		
5	Duct Leakage Test	Pre Post		
6	Environmental Testing			
7	HERS Rater			
8	Permits		\$250. -	
9	Contractor Post-Weatherization Inspection	In-house Post Inspection Sub-contracted Post Inspection	 _____ per inspection	
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	68.00 per alarm	
2	Smoke Alarm	Lithium Battery or Hard- Wired	68.00 per alarm	
3	Cooking Appliance Repair (Free Standing Range or Cook Top)	Electric Natural Gas and Propane Other Types Not Listed	 _____ per dwelling unit	
4	Cooking Appliance Replacement (Free Standing Range or Cook Top)	Electric Natural Gas & Propane Other Types Not Listed	 1135.00 per dwelling unit	
5	Cooking Appliance Repair, Built-in Single Wall Oven	Electric 24" Electric 30" Gas 24"	 _____ per dwelling unit _____ per dwelling unit _____ per dwelling unit	
6	Cooking Appliance Replacement, Built-in Single Wall Oven	Electric 24" Electric 30" Gas 24"	 _____ per dwelling unit _____ per dwelling unit _____ per dwelling unit	
7	Cooling Repair	AC Forced Air Unit (Split System) AC Wall/Window Unit Evaporative Cooler (EC)	 _____ per dwelling unit 820.00 per dwelling unit 400.00 per dwelling unit	

		Multi-Unit Central System	___ per dwelling unit
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Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
8	Cooling Replacement	AC Forced Air Unit (Split System)	___ per dwelling unit	
		AC Wall/Window Unit	1644.00	
		Evaporative Cooler (EC)	2200.00	
		Evaporative Cooler (EC) Window/Wall	2200.00	___ per dwelling unit
		Multi-Unit Central System	___ per dwelling unit	
9	CVA Venting	All Other	200.00	___ per dwelling unit
		Louver Doors Only	495.00	___ per dwelling unit
10	Environmental Hazard Work	Lead Safe	600.00	
11	Heating Source Repair	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	___ per dwelling unit	
		Forced Air Unit (Split System-Heating)	___ per dwelling unit	
		Heat Pump / Other Types Not Listed	___ per dwelling unit	
		Package (Dual Pack)	___ per dwelling unit	
		Wood-Fueled	___ per dwelling unit	
		Multi-Unit Central System	___ per dwelling unit	
12	Heating Source Replacement	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	4500.00	___ per dwelling unit
		Forced Air Unit (Split System-Heating)	___ per dwelling	
		Heat Pump / Other Types Not Listed	___ per dwelling unit	
		Package (Dual Pack)	___ per dwelling unit	
		Wood-Fueled	___ per dwelling unit	
		Multi-Unit Central System	___ per dwelling unit	
13	Water Heater Repair	Electric	1180.00	
		Natural Gas & Propane	1180.00	___ per dwelling unit
		Mobile Home	1180.00	
		Multi-Unit Central System	___ per dwelling unit	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
14	Water Heater Replacement	Electric	2360.00	per dwelling unit
		Heat Pump - 50 Gallon		per dwelling unit
		Heat Pump - 65 Gallon		per dwelling unit
		Heat Pump - 80 Gallon		per dwelling unit
		Natural Gas and Propane	2360.00	per dwelling unit
		Mobile Home	2360.00	per dwelling unit
		Multi-Unit Central System		per dwelling unit
SECTION: Mandatory				
1	Attic Ventilation		435.00	per dwelling unit
2	Ceiling Insulation	Add up to R-11	1.10	per sq ft
		Add R-12 to R-19	1.30	per sq ft
		Add R-20 to R-30	1.45	per sq ft
		Add R-31 to R-38	1.75	per sq ft
		Add R-39 to R-49		per sq ft
3	Door, Exterior (All Other Types)	Repair	250.00	per door
		Replacement - Catastrophic leaks only	500.00	per door
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	713.00	per door
		Repair - Greater than 72" x 80"	850.00	per door
		Replacement - 72" x 80" and smaller - (Catastrophic leaks only)		per door
		Replacement - Greater than 72" x 80" - (Catastrophic leaks only)		per door
5	Duct Insulation			per square foot
6	Duct Repair, Sealing, and Replacement		2500.00	per dwelling unit
7	Filter Replacement	Air Conditioner	100.00	per dwelling unit
		Heater	100.00	
8	Hot Water Flow Restrictor	Faucet Restrictor (Aerator)	8.00	per restrictor
		Low Flow Handheld Showerhead	35.00	per showerhead
		Low Flow Showerhead	27.00	per showerhead
9	HVAC Blower Upgrades	ECM Blower Motor		per dwelling unit
		Efficient Fan Controller		per dwelling unit
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows) ¹		600.00	per dwelling unit

11	Kitchen Exhaust Installation, Repair & Replacement ²	Range Hoods, Wall/Ceiling Mounts	350.00 per dwelling unit	
12	Kneewall Insulation	Add up to R-11	1.50 per sq ft	
		Add R-value 12-19	1.65 per sq ft	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	60.00 per kit	
		LED Hard-Wired Lights - Exterior - Porch Light	100.00 per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	___ per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	90.00 per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	___ per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	70.00 per luminaire	
		LED Night Lights	6.00 per night light	
		LED Torchiere Lamp	___ per dwelling unit	
		LED Replacement Bulbs	25.00 per bulb	
		LED Tube Lighting	___ per tube	
14	Limited Home Repair ³		650.00 per dwelling unit	
15	Low Flow Toilet ⁴		325.00 per toilet	
16	Mechanical Ventilation (if MV assessment is required by blower door diagnostics)	Balanced System	___ per dwelling unit	
		Exhaust System	___ per dwelling unit	
		Supply System	___ per dwelling unit	
17	Microwave Oven		284.00 per oven	
18	Refrigerator Replacement	19 cu. ft. and below	1250.00 per appliance	
		Over 19 cu. ft.	1445.00 per appliance	
19	Thermostat	Manual	65.00 per thermostat	
		Programmable - Standard	175.00 per thermostat	
		Smart	250.00 per thermostat	
20	Water Heater Blanket		85.00 per blanket	
21	Water Heater Pipe Wrap		3.90 per ln ft	

22	Whole House Fan		1250.00 per dwelling unit	
23	Window	Repair (Catastrophic leaks only)	1455.00 per dwelling unit	
		Replacement (Catastrophic leaks only)	2910.00 per dwelling unit	
24	Vacancy Sensor Switch		50.00 per sensor	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional Measures				
1	Ceiling Fan		250.00 per fan	
2	Clothes Washer Replacement	Front Loading (≤ 6.0 cu. ft)	___ per appliance	
		Top Loading (≤ 6.0 cu. ft)	___ per appliance	
3	Clothes Dryer Replacement	Electric, ≥ 7.3 cu. Ft	___ per appliance	
		Electric, ≥ 7.3 cu. ft	___ per appliance	
		Gas, < 7.3 cu. ft	___ per appliance	
		Gas, ≥ 7.3 cu. Ft	___ per appliance	
4	Dishwasher Replacement	≤ 24.0 In	___ per appliance	
5	Exterior Water Pipe Wrap		3.80 per In ft	
6	Floor Foundation Venting		___ per dwelling	
7	Floor Insulation ⁵	> 36" clearance	___ per sq ft	
		< 36" clearance	___ per sq ft	
8	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	50.00 per valve	
		Low Flow Showerhead (TSV + LFSH Combo)	60.00 per showerhead TSV combo	
9	Mechanical Ventilation	Balanced System	___ per dwelling	
		Exhaust System	___ per dwelling	
		Supply System	___ per dwelling	
10	Power Strips	Tier 2 Advanced	100.00 per strip	
11	Shade screens		___ per dwelling	
12	Storm Windows	Fixed, Glass Glazing	___ per sq ft	
		Fixed, Polycarbonate	___ per sq ft	
		Operable, Glass Glazing	___ per sq ft	
		Operable, Polycarbonate	___ per sq ft	
13	Timer, Electric Water Heater		___ per timer	

14	Tinted Window Film		_____ per sq ft	
15	Wall Insulation, Stucco and Wood	R-value 13	_____ per sq ft	

Footnotes:

¹Includes sealing of the attic floor for code compliance when adding insulation.

²Damper repairs and replacements are billed under the Infiltration Reduction measure category per the 2023 Technical Reference Manual (TRM).

³Includes replacement of recessed lights with IC-rated fixtures or covers for non-IC rated fixtures when required for code compliance when adding insulation.

⁴Only when required by local building department permit process.

⁵Includes ground moisture barrier costs, when required by program.

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"
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 one (1) year 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 "K"
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."



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 10th day of June 2024 by and between Oasis Air and Solar (“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 is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2024-001. Vendor’s Bid Form for RFP CAPK Energy 2024-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- 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 **Attachment A**. 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 **Attachment A** 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 June 10th, 2024, through May 9th, 2025.

3. OPTION TO RENEW.

- a. Upon mutual agreement of both parties, Vendor shall have the option to renew the Agreement for (2) two additional (1) one year terms following the expiration of this agreement. Vendor shall notify CAPK of its intent to exercise such option by giving 60 days written notice prior to the expiration of this Agreement.

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.

- a. **INVOICES.** Services shall be billed according to Attachment A. 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. The total aggregate amount on this Agreement is not to exceed \$1,000,000.00.

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

Community Action Partnership of Kern,
Attn: Accounts Payable,
1300 18th Street, Ste 200,
Bakersfield, CA 93301

- b. **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.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in Attachment A. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

6. RELATIONSHIP OF PARTIES.

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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:
Oasis Air and Solar
ATTN: Ed Anchondo
1000 E Truxtun Ave
Bakersfield, CA 93305
Phone: (661)322-2665

CAPK:
Community Action Partnership of Kern
ATTN: Freddy Hernandez
1300 18th Street, Ste 200
Bakersfield, CA 93301
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: Non-collusion 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).
- l. Addendum L: Additional Terms and Conditions

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: OASIS AIR AND SOLAR

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

Weatherization Measure Matrix - Exhibit A PRICING SHEET FOR WEATHERIZATION SERVICES

Line #	Measure	Type	Your Pricing	Description of services to be provided (provide price for material and labor separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified (for reweatherized dwellings)		
2	REM/Design Energy Audit			
3	Combustion Appliance Safety Test	Pre Post		
4	Blower Door Test	Pre Post		
5	Duct Leakage Test	Pre Post		\$600.00 per system
6	Environmental Testing			\$450.00 per system
7	HERS Rater			\$500.00-700.00 per system
8	Permits			
9	Contractor Post-Weatherization Inspection	In-house Post Inspection Sub-contracted Post Inspection	____ per inspection	
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	____ per alarm	
2	Smoke Alarm	Lithium Battery or Hard-Wired	____ per alarm	
3	Cooking Appliance Repair (Free Standing Range or Cook Top)	Electric Natural Gas and Propane Other Types Not Listed	1 per dwelling unit	T+m \$150.00 per hour
4	Cooking Appliance Replacement (Free Standing Range or Cook Top)	Electric Natural Gas & Propane Other Types Not Listed	1 per dwelling unit	\$1250.00
5	Cooking Appliance Repair, Built-In Single Wall Oven	Electric 24" Electric 30" Gas 24"	____ per dwelling unit ____ per dwelling unit ____ per dwelling unit	
6	Cooking Appliance Replacement, Built-In Single Wall Oven	Electric 24" Electric 30" Gas 24"	____ per dwelling unit ____ per dwelling unit ____ per dwelling unit	
7	Cooling Repair	AC Forced Air Unit (Split System) AC Wall/Window Unit Evaporative Cooler (EC)	____ per dwelling unit ____ per dwelling unit ____ per dwelling unit	T+m \$150.00 per hour

		Multi-Unit Central System	___ per dwelling unit	N/A
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Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
8	Cooling Replacement	AC Forced Air Unit (Split System)	1 per dwelling unit	\$6000.00
		AC Wall/Window Unit	1 per dwelling unit	\$1900.00
		Evaporative Cooler (EC)		
		Evaporative Cooler (EC) Window/Wall	1 per dwelling unit	\$2500.00
		Multi-Unit Central System	___ per dwelling unit	N/A
9	CVA Venting	All Other	1 per dwelling unit	\$250.00
		Louver Doors Only	1 per dwelling unit	
10	Environmental Hazard Work			
11	Heating Source Repair	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	1 per dwelling unit	T+M \$150.00 per hour
		Forced Air Unit (Split System-Heating)	1 per dwelling unit	
		Heat Pump / Other Types Not Listed	1 per dwelling unit	
		Package (Dual Pack)	1 per dwelling unit	
		Wood-Fueled	___ per dwelling unit	N/A
		Multi-Unit Central System	___ per dwelling unit	
12	Heating Source Replacement	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	1 per dwelling unit	\$5000.00
		Forced Air Unit (Split System-Heating)	1 per dwelling	\$6000.00
		Heat Pump / Other Types Not Listed	1 per dwelling unit	\$8000.00
		Package (Dual Pack)	1 per dwelling unit	\$8000.00
		Wood-Fueled	___ per dwelling unit	N/A
		Multi-Unit Central System	___ per dwelling unit	
13	Water Heater Repair	Electric		T+M \$150.00 per hour
		Natural Gas & Propane	___ per dwelling unit	
		Mobile Home		
		Multi-Unit Central System	___ per dwelling unit	N/A

depending on size
↓

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
14	Water Heater Replacement	Electric	1 per dwelling unit	\$3300.00
		Heat Pump - 50 Gallon	1 per dwelling unit	\$4000.00
		Heat Pump - 65 Gallon	1 per dwelling unit	\$4400.00
		Heat Pump - 80 Gallon	1 per dwelling unit	\$4700.00
		Natural Gas and Propane	1 per dwelling unit	\$3500.00
		Mobile Home		
		Multi-Unit Central System	___ per dwelling unit	N/A
SECTION: Mandatory				
1	Attic Ventilation		1 per dwelling unit	\$550.00
2	Ceiling Insulation	Add up to R-11	___ per sq ft	
		Add R-12 to R-19	___ per sq ft	
		Add R-20 to R-30	___ per sq ft	
		Add R-31 to R-38	___ per sq ft	
		Add R-39 to R-49	___ per sq ft	
3	Door, Exterior (All Other Types)	Repair	___ per door	
		Replacement - Catastrophic leaks only	___ per door	
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	___ per door	
		Repair - Greater than 72" x 80"	___ per door	
		Replacement - 72" x 80" and smaller - (Catastrophic leaks only)	___ per door	
		Replacement - Greater than 72" x 80" - (Catastrophic leaks only)	___ per door	
5	Duct Insulation		1 per square foot	\$2.75
6	Duct Repair, Sealing, and Replacement		1 per dwelling unit	\$3000.00
7	Filter Replacement	Air Conditioner	1 per dwelling unit	\$90.00
		Heater		
8	Hot Water Flow Restrictor	Faucet Restrictor (Aerator)	___ per restrictor	
		Low Flow Handheld Showerhead	___ per showerhead	
		Low Flow Showerhead	___ per showerhead	
9	HVAC Blower Upgrades	ECM Blower Motor	1 per dwelling unit	\$350.00
		Efficient Fan Controller	1 per dwelling unit	\$220.00
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows) ¹		___ per dwelling unit	

11	Kitchen Exhaust Installation, Repair & Replacement ²	Range Hoods, Wall/Ceiling Mounts	<u>1</u> per dwelling unit	\$380.00
12	Kneewall Insulation	Add up to R-11	___ per sq ft	
		Add R-value 12-19	___ per sq ft	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	___ per kit	
		LED Hard-Wired Lights - Exterior - Porch Light	___ per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	___ per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	___ per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	___ per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	___ per luminaire	
		LED Night Lights	___ per night light	
		LED Torchiere Lamp	___ per dwelling unit	
		LED Replacement Bulbs	___ per bulb	
		LED Tube Lighting	___ per tube	
14	Limited Home Repair ³		<u>1</u> per dwelling unit	\$750.00
15	Low Flow Toilet ⁴		___ per toilet	
16	Mechanical Ventilation (if MV assessment is required by blower door diagnostics)	Balanced System	___ per dwelling unit	
		Exhaust System	<u>1</u> per dwelling unit	\$1350.00
		Supply System	___ per dwelling unit	
17	Microwave Oven		___ per oven	
18	Refrigerator Replacement	19 cu. ft. and below	___ per appliance	
		Over 19 cu. ft.	___ per appliance	
19	Thermostat	Manual	<u>1</u> per thermostat	T+M \$150.00 per hour
		Programmable - Standard	<u>1</u> per thermostat	
		Smart	<u>1</u> per thermostat	
20	Water Heater Blanket		___ per blanket	
21	Water Heater Pipe Wrap		___ per ln ft	

11	Kitchen Exhaust Installation, Repair & Replacement ²	Range Hoods, Wall/Ceiling Mounts	<u>1</u> per dwelling unit	\$380.00
12	Kneewall Insulation	Add up to R-11	___ per sq ft	
		Add R-value 12-19	___ per sq ft	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	___ per kit	
		LED Hard-Wired Lights - Exterior - Porch Light	___ per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	___ per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	___ per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	___ per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	___ per luminaire	
		LED Night Lights	___ per night light	
		LED Torchiere Lamp	___ per dwelling unit	
		LED Replacement Bulbs	___ per bulb	
		LED Tube Lighting	___ per tube	
14	Limited Home Repair ³		<u>1</u> per dwelling unit	\$750.00
15	Low Flow Toilet ⁴		___ per toilet	
16	Mechanical Ventilation (if MV assessment is required by blower door diagnostics)	Balanced System	___ per dwelling unit	
		Exhaust System	<u>1</u> per dwelling unit	\$1350.00
		Supply System	___ per dwelling unit	
17	Microwave Oven		___ per oven	
18	Refrigerator Replacement	19 cu. ft. and below	___ per appliance	
		Over 19 cu. ft.	___ per appliance	
19	Thermostat	Manual	<u>1</u> per thermostat	T+M \$150.00 per hour
		Programmable - Standard	<u>1</u> per thermostat	
		Smart	<u>1</u> per thermostat	
20	Water Heater Blanket		___ per blanket	
21	Water Heater Pipe Wrap		___ per ln ft	

22	Whole House Fan		___ per dwelling unit	
23	Window	Repair (Catastrophic leaks only) Replacement (Catastrophic leaks only)	___ per dwelling unit ___ per dwelling unit	
24	Vacancy Sensor Switch		___ per sensor	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional Measures				
1	Ceiling Fan		___ per fan	
2	Clothes Washer Replacement	Front Loading (≤ 6.0 cu. ft)	___ per appliance	
		Top Loading (≤ 6.0 cu. ft)	___ per appliance	
		Electric, ≥ 7.3 cu. Ft	___ per appliance	
3	Clothes Dryer Replacement	Electric, ≥ 7.3 cu. ft	___ per appliance	
		Gas, < 7.3 cu. ft	___ per appliance	
		Gas, ≥ 7.3 cu. Ft	___ per appliance	
4	Dishwasher Replacement	≤ 24.0 In	___ per appliance	
5	Exterior Water Pipe Wrap		___ per In ft	
6	Floor Foundation Venting		___ per dwelling	
7	Floor Insulation ⁵	> 36" clearance	___ per sq ft	
		< 36" clearance	___ per sq ft	
8	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	___ per valve	
		Low Flow Showerhead (TSV + LFSH Combo)	___ per showerhead TSV combo	
9	Mechanical Ventilation	Balanced System	___ per dwelling	\$1350. ⁰⁰
		Exhaust System	1 ___ per dwelling	
		Supply System	___ per dwelling	
10	Power Strips	Tier 2 Advanced	___ per strip	
11	Shade screens		___ per dwelling	
12	Storm Windows	Fixed, Glass Glazing	___ per sq ft	
		Fixed, Polycarbonate	___ per sq ft	
		Operable, Glass Glazing	___ per sq ft	
		Operable, Polycarbonate	___ per sq ft	
13	Timer, Electric Water Heater		___ per timer	

14	Tinted Window Film		_____ per sq ft	
15	Wall Insulation, Stucco and Wood	R-value 13	_____ per sq ft	

Footnotes:

¹Includes sealing of the attic floor for code compliance when adding insulation.

²Damper repairs and replacements are billed under the Infiltration Reduction measure category per the 2023 Technical Reference Manual (TRM).

³Includes replacement of recessed lights with IC-rated fixtures or covers for non-IC rated fixtures when required for code compliance when adding insulation.

⁴Only when required by local building department permit process.

⁵Includes ground moisture barrier costs, when required by program.

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"
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 one (1) year 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 "K"
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."



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 10th day of June 2024 by and between PLC System Services, LLC (“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 is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2024-001. Vendor’s Bid Form for RFP CAPK Energy 2024-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- 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 **Attachment A**. 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 **Attachment A** 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 September 1st, 2022, through August 31st, 2025.

3. OPTION TO RENEW.

- a. Upon mutual agreement of both parties, Vendor shall have the option to renew the Agreement for (2) two additional (1) one year terms following the expiration of this agreement. Vendor shall notify CAPK of its intent to exercise such option by giving 60 days written notice prior to the expiration of this Agreement.

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.

- a. **INVOICES.** Services shall be billed according to Attachment A. 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. The total aggregate amount on this Agreement is not to exceed \$1,000,000.00.

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

Community Action Partnership of Kern,
Attn: Accounts Payable,
1300 18th Street, Ste 200,
Bakersfield, CA 93301

- b. **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.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in Attachment A. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

6. RELATIONSHIP OF PARTIES.

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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:
PLC System Services, LLC
ATTN: Erick Puente
11509 Orchard Park Drive
Bakersfield, CA 93311
Phone: (661)363-3004

CAPK:
Community Action Partnership of Kern
ATTN: Freddy Hernandez
1300 18th Street, Ste 200
Bakersfield, CA 93301
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: Non-collusion 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).
- l. Addendum L: Additional Terms and Conditions

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: PLC SYSTEMS SERVICES, LLC

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

Weatherization Measure Matrix - Exhibit A PRICING SHEET FOR WEATHERIZATION SERVICES

Line #	Measure	Type	Your Pricing	Description of services to be provided (provide price for material and labor separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified (for reweatherized dwellings)	N/A	N/A
2	REM/Design Energy Audit			
3	Combustion Appliance Safety Test	Pre Post		
4	Blower Door Test	Pre Post		
5	Duct Leakage Test	Pre Post		
6	Environmental Testing			
7	HERS Rater		\$750.00	Test: \$600 Labor: \$150
8	Permits		\$375.00	
9	Contractor Post-Weatherization Inspection	In-house Post Inspection Sub-contracted Post Inspection	N/A N/A per Inspection	N/A N/A
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	N/A per alarm	N/A
2	Smoke Alarm	Lithium Battery or Hard- Wired	N/A per alarm	N/A
3	Cooking Appliance Repair (Free Standing Range or Cook Top)	Electric Natural Gas and Propane Other Types Not Listed	N/A per dwelling unit	N/A
4	Cooking Appliance Replacement (Free Standing Range or Cook Top)	Electric Natural Gas & Propane Other Types Not Listed	N/A per dwelling unit	N/A
5	Cooking Appliance Repair, Built-In Single Wall Oven	Electric 24" Electric 30" Gas 24"	N/A per dwelling unit N/A per dwelling unit N/A per dwelling unit	N/A
6	Cooking Appliance Replacement, Built-In Single Wall Oven	Electric 24" Electric 30" Gas 24"	N/A per dwelling unit N/A per dwelling unit N/A per dwelling unit	N/A
7	Cooling Repair	AC Forced Air Unit (Split System) AC Wall/Window Unit Evaporative Cooler (EC)	\$3,090 per dwelling unit N/A per dwelling unit \$1,250 per dwelling unit	Materials: \$1,760 Labor: \$1,330 N/A Materials: \$870 Labor: \$380

		Multi-Unit Central System	<u>\$3,850</u> per dwelling unit	Materials: \$2,330 Labor: \$1,520
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Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
8	Cooling Replacement	AC Forced Air Unit (Split System)	<u>\$6,180</u> per dwelling unit	Materials: \$3,900 Labor: \$2,280
		AC Wall/Window Unit	<u>\$1,850</u> per dwelling unit	Materials: \$1,090 Labor: \$760
		Evaporative Cooler (EC)		
		Evaporative Cooler (EC) Window/Wall	<u>\$2,500</u> per dwelling unit	Materials: \$1,330 Labor: \$1,170
		Multi-Unit Central System	<u>\$7,700</u> per dwelling unit	Materials: \$5,420 Labor: \$2,280
9	CVA Venting	All Other	<u>N/A</u> per dwelling unit	N/A
		Louver Doors Only	<u>N/A</u> per dwelling unit	N/A
10	Environmental Hazard Work		<u>\$1,500</u>	RRP
11	Heating Source Repair	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	<u>\$2,425</u> per dwelling unit	Materials: \$1,665 Labor: \$760
		Forced Air Unit (Split System-Heating)	<u>\$2,935</u> per dwelling unit	Materials: \$2,175 Labor: \$760
		Heat Pump / Other Types Not Listed	<u>\$3,850</u> per dwelling unit	Materials: \$2,330 Labor: \$1,520
		Package (Dual Pack)	<u>\$4,150</u> per dwelling unit	Materials: \$2,630 Labor: \$1,520
		Wood-Fueled	<u>N/A</u> per dwelling unit	N/A
		Multi-Unit Central System	<u>\$3,850</u> per dwelling unit	Materials: \$2,330 Labor: \$1,520
12	Heating Source Replacement	Exterior Wall Direct Vent Furnace, Interior Wall Furnace, or Floor Furnace	<u>\$4,850</u> per dwelling unit	Materials: \$2,950 Labor: \$1,900
		Forced Air Unit (Split System-Heating)	<u>\$5,870</u> per dwelling	Materials: \$3,590 Labor: \$2,280
		Heat Pump / Other Types Not Listed	<u>\$7,700</u> per dwelling unit	Materials: \$5,420 Labor: \$2,280
		Package (Dual Pack)	<u>\$8,360</u> per dwelling unit	Materials: \$6,020 Labor: \$2,280
		Wood-Fueled	<u>N/A</u> per dwelling unit	N/A
		Multi-Unit Central System	<u>\$7,700</u> per dwelling unit	Materials: \$5,420 Labor: \$2,280
13	Water Heater Repair	Electric		
		Natural Gas & Propane	<u>\$1,700</u> per dwelling unit	Materials: \$1,130 L: \$570
		Mobile Home		
		Multi-Unit Central System	<u>N/A</u> per dwelling unit	N/A

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
14	Water Heater Replacement	Electric	\$3,400 per dwelling unit	Materials: \$1,690 Labor: \$1,710
		Heat Pump - 50 Gallon	N/A per dwelling unit	N/A
		Heat Pump - 65 Gallon	N/A per dwelling unit	N/A
		Heat Pump - 80 Gallon	N/A per dwelling unit	N/A
		Natural Gas and Propane	\$3,400 per dwelling unit	Materials: \$1,690 Labor: \$1,710
		Mobile Home		
		Multi-Unit Central System	N/A per dwelling unit	N/A
SECTION: Mandatory				
1	Attic Ventilation		N/A per dwelling unit	N/A
2	Ceiling Insulation	Add up to R-11	N/A per sq ft	
		Add R-12 to R-19	N/A per sq ft	
		Add R-20 to R-30	N/A per sq ft	
		Add R-31 to R-38	N/A per sq ft	
		Add R-39 to R-49	N/A per sq ft	
3	Door, Exterior (All Other Types)	Repair	N/A per door	
		Replacement - Catastrophic leaks only	N/A per door	
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	N/A per door	
		Repair - Greater than 72" x 80"	N/A per door	
		Replacement - 72" x 80" and smaller - (Catastrophic leaks only)	N/A per door	
		Replacement - Greater than 72" x 80" - (Catastrophic leaks only)	N/A per door	
5	Duct Insulation		\$2.80 per square foot	
6	Duct Repair, Sealing, and Replacement		\$2,800 per dwelling unit	
7	Filter Replacement	Air Conditioner	\$90.00 per dwelling unit	
		Heater		
8	Hot Water Flow Restrictor	Faucet Restrictor (Aerator)	N/A per restrictor	N/A
		Low Flow Handheld Showerhead	N/A per showerhead	N/A
		Low Flow Showerhead	N/A per showerhead	N/A
9	HVAC Blower Upgrades	ECM Blower Motor	N/A per dwelling unit	N/A
		Efficient Fan Controller	N/A per dwelling unit	N/A
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows) ¹		N/A per dwelling unit	N/A

11	Kitchen Exhaust Installation, Repair & Replacement ²	Range Hoods, Wall/Ceiling Mounts	<u>N/A</u> per dwelling unit	N/A
12	Kneewall Insulation	Add up to R-11	<u>N/A</u> per sq ft	N/A
		Add R-value 12-19	<u>N/A</u> per sq ft	N/A

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	<u>N/A</u> per kit	N/A
		LED Hard-Wired Lights - Exterior - Porch Light	<u>N/A</u> per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	<u>N/A</u> per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	<u>N/A</u> per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	<u>N/A</u> per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	<u>N/A</u> per luminaire	
		LED Night Lights	<u>N/A</u> per night light	
		LED Torchiere Lamp	<u>N/A</u> per dwelling unit	
		LED Replacement Bulbs	<u>N/A</u> per bulb	
		LED Tube Lighting	<u>N/A</u> per tube	
14	Limited Home Repair ³		<u>N/A</u> per dwelling unit	N/A
15	Low Flow Toilet ⁴		<u>N/A</u> per toilet	
16	Mechanical Ventilation (if MV assessment is required by blower door diagnostics)	Balanced System	<u>N/A</u> per dwelling unit	
		Exhaust System	<u>N/A</u> per dwelling unit	
		Supply System	<u>N/A</u> per dwelling unit	
17	Microwave Oven		<u>N/A</u> per oven	
18	Refrigerator Replacement	19 cu. ft. and below	<u>N/A</u> per appliance	
		Over 19 cu. ft.	<u>N/A</u> per appliance	
19	Thermostat	Manual	<u>\$100</u> per thermostat	Materials: \$62 Labor: \$95 Materials: \$155 Labor: \$95
		Programmable - Standard	<u>\$157</u> per thermostat	
		Smart	<u>\$250</u> per thermostat	
20	Water Heater Blanket		<u>N/A</u> per blanket	
21	Water Heater Pipe Wrap		<u>\$0.20</u> per ln ft	

22	Whole House Fan		<u>N/A</u> per dwelling unit	N/A
23	Window	Repair (Catastrophic leaks only)	<u>N/A</u> per dwelling unit	N/A
		Replacement (Catastrophic leaks only)	<u>N/A</u> per dwelling unit	N/A
24	Vacancy Sensor Switch		<u>N/A</u> per sensor	N/A

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional Measures				
1	Ceiling Fan		<u>N/A</u> per fan	N/A
2	Clothes Washer Replacement	Front Loading (≤ 6.0 cu. ft)	<u>N/A</u> per appliance	
		Top Loading (≤ 6.0 cu. ft)	<u>N/A</u> per appliance	
3	Clothes Dryer Replacement	Electric, ≥ 7.3 cu. Ft	<u>N/A</u> per appliance	
		Electric, ≥ 7.3 cu. ft	<u>N/A</u> per appliance	
		Gas, < 7.3 cu. ft	<u>N/A</u> per appliance	
		Gas, ≥ 7.3 cu. Ft	<u>N/A</u> per appliance	
4	Dishwasher Replacement	≤ 24.0 in	<u>N/A</u> per appliance	
5	Exterior Water Pipe Wrap		<u>N/A</u> per in ft	
6	Floor Foundation Venting		<u>N/A</u> per dwelling	
7	Floor Insulation ⁵	> 36" clearance	<u>N/A</u> per sq ft	
		< 36" clearance	<u>N/A</u> per sq ft	
8	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	<u>N/A</u> per valve	
		Low Flow Showerhead (TSV + LFSH Combo)	<u>N/A</u> per showerhead TSV combo	
9	Mechanical Ventilation	Balanced System	<u>N/A</u> per dwelling	
		Exhaust System	<u>N/A</u> per dwelling	
		Supply System	<u>N/A</u> per dwelling	
10	Power Strips	Tier 2 Advanced	<u>N/A</u> per strip	
11	Shade screens		<u>N/A</u> per dwelling	
12	Storm Windows	Fixed, Glass Glazing	<u>N/A</u> per sq ft	
		Fixed, Polycarbonate	<u>N/A</u> per sq ft	
		Operable, Glass Glazing	<u>N/A</u> per sq ft	
		Operable, Polycarbonate	<u>N/A</u> per sq ft	
13	Timer, Electric Water Heater		<u>N/A</u> per timer	

14	Tinted Window Film		<u>N/A</u> per sq ft	N/A
15	Wall Insulation, Stucco and Wood	R-value 13	<u>N/A</u> per sq ft	N/A

Footnotes:

¹Includes sealing of the attic floor for code compliance when adding insulation.

²Damper repairs and replacements are billed under the Infiltration Reduction measure category per the 2023 Technical Reference Manual (TRM).

³Includes replacement of recessed lights with IC-rated fixtures or covers for non-IC rated fixtures when required for code compliance when adding insulation.

⁴Only when required by local building department permit process.

⁵Includes ground moisture barrier costs, when required by program.

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"
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 one (1) year 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 "K"
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 & Finance Committee

Laura Porta

From: Laura Porta, Migrant Childcare Program Administrator

Date: June 18, 2024

Subject: *Agenda Item 4g*: Migrant Childcare Program Equipment Inventory – **Info Item**

As part of our contract requirements with the California Department of Social Services (CDSS), we maintain an exhaustive equipment inventory control. Every two years a physical verification is conducted, and our inventory records updated to reflect all equipment with an expected useful life of over one year.

The physical verification of our equipment has been completed and our records updated accordingly.

Attachment:

Equipment Inventory List (CCD 22)

EQUIPMENT INVENTORY

CONTRACTOR LEGAL NAME Community Action Partnership of Kern				FUNDING SOURCE AP-CMAP, Vendor Y320				
ITEM DESCRIPTION*	SERIAL OR IDENTIFICATION NUMBER	ORIGINAL COST	ACQUISITION DATE	LOCATION OF ITEM	USE	CURRENT CONDITION	DISPOSAL**	
Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
2023 Gray Toyota Highlander	5TDKDRH9PS505614	\$ 45,295	03/23/2023	Kern MCAP Office	Carport	Excellent		
2023 Pearl Toyota Highlander	5TDKDRAH0PS505663	\$ 45,295	03/23/2023	Kern MCAP Office	Carport	Excellent		
2023 White Chevrolet Equinox	3GNAXKEG7PS183411	\$ 33,169	03/23/2023	Fresno MCAP Office	Carport	Excellent		
2023 White Chevrolet Equinox	3GNAXKEG9PS144920	\$ 33,169	03/23/2023	Kern MCAP Office	Carport	Excellent		
2023 Gray Ford Explorer	1FMSK7DH3PGA40355	\$ 43,635	03/23/2023	Kern MCAP Office	Carport	Excellent		
2023 Black Ford Explorer	1FMSK7DH4PGA37125	\$ 43, 635	03/23/2023	Kern MCAP Office	Carport	Excellent		
2016 Nissan Sentra S	3N1AB7AP0GY271064	\$ 18,000	5/26/2016	Kern MCAP Office	Carport	Good		
2016 Nissan Sentra S	3N1AB7AP2GY267193	\$ 18,000	5/26/2016	Kern MCAP Office	Carport	Good		
2016 Nissan Sentra S	3N1AB7AP1GY270568	\$18,000	5/26/2016	Kern MCAP Office	Carport	Good		
I certify the information contained in this Equipment Inventory form represents a complete and accurate disclosure of items purchased with California Department of Social Services (CDSS) funds.				SIGNATURE 			INVENTORY COMPLETION DATE 06/04/2024	

*List each piece of equipment, purchased in whole or part, with child care services funds provided by the CDSS.

**Enter date the item was removed from service and its disposition. Equipment can be either: 1) donated to another CDSS funded service provider; or 2) transferred to the California Dept. of General Services, Surplus Property/Reutilization; or 3) sold with the proceeds deposited into the Child Development Fund as restricted income. Contact the Child Care and Development Division to find out more about the property transfer option.

Note: A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

EQUIPMENT INVENTORY

CONTRACTOR LEGAL NAME				FUNDING SOURCE AP-CMAP, Vendor Y320				
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Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
2023 Ford Explorer	1FMSK7DH1PGA94530	\$43,020.35	06/11/2023	Kern MCAP Office	Carport	Excellent		
6-Unit Cubicle Workstations	IN3657209	\$17,412.79	06/12/2023	Friendship House MCAP	Classroom 101	Excellent		
File Cabinet Hon 3 Drawer	203045			Kern MCAP Office	Admin Office	Fair		
File Cabinet Hon	221360			Kern MCAP Office	FSC Office	Fair		
Table (round)	20344			Kern MCAP Office	Breakroom	Poor		
Shelf	202413			Kern MCAP Office	FSC Office	Fair		
Table (round)	203040			Kern MCAP Office	Breakroom	Poor		
File Cabinet Hon	208766			Kern MCAP Office	SRC office	Fair		
Shelf (storage hutch for desk)	208744			Kern MCAP Office	SRC Office	Poor		
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Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
Desk	208750			Kern MCAP Office		Poor		
File Cabinet Hon	208814			Kern MCAP Office		Fair		
Desk	228752			Kern MCAP Office		Poor		
Desk (storage hutch)	203023			Kern MCAP Office		Poor		
File Cabinet Hon	228266			Kern MCAP Office		Fair		
Desk	208732			Kern MCAP Office		Poor		
File Cabinet Anderson	208728			Kern MCAP Office		Fair		
File Cabinet Hon	208816			Kern MCAP Office		Fair		
Desk (table desk)	221358			Kern MCAP Office		Poor		
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Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
File Cabinet	208768			Kern MCAP Office		Fair		
Desk with Storage	228265			Kern MCAP Office		Poor		
File Cabinet Hon	2213757			Kern MCAP Office		Fair		
Desk	208764			Kern MCAP Office		Poor		
File Cabinet Hon	208758			Kern MCAP Office		Fair		
File Cabinet Hon	208760			Kern MCAP Office		Fair		
File Cabinet Hon	208515			Kern MCAP Office		Fair		
File Cabinet Hon	208746			Kern MCAP Office		Fair		
Desk	208761			Kern MCAP Office	FSS Office	Poor		
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Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
Desk	221356			Kern MCAP Office		Poor		
File Cabinet	208778			Kern MCAP Office		Fair		
File Cabinet Hon	203021			Kern MCAP Office		Fair		
Desk (table desk small)	221355			Kern MCAP Office		Poor		
File Cabinet Hon	216945			Kern MCAP Office		Fair		
File Cabinet Hon	208748			Kern MCAP Office		Fair		
File Cabinet Hon	221353			Kern MCAP Office		Fair		
File Cabinet Hon	221352			Kern MCAP Office		Fair		
File Cabinet Hon	208757			Kern MCAP Office		Fair		
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Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
Laptop Dell	228335			Kern MCAP Office	Breakroom	Poor		Request to Dispose
Desk	208809			Kern MCAP Office	FSM Office	Poor		
File Cabinet	216942			Kern MCAP Office	FSM Office	Fair		
Shelf	216943			Kern MCAP Office	FSM Office	Fair		
File Cabinet	203006			Kern MCAP Office	FSM Office	Fair		
File Cabinet	203005			Kern MCAP Office	FSM Office	Fair		
Shelf	216947			Kern MCAP Office	FSM Office	Fair		
Shelf	216946			Kern MCAP Office	Admin Office	Fair		
Shelf	221361			Kern MCAP Office	Storage Room	Fair		
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Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
Wire Shelf	221362			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221363			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221364			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221365			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221366			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221367			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221368			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221369			Kern MCAP Office	Storage Room	Fair		
Wire Shelf	221370			Kern MCAP Office	Storage Room	Fair		
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Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
Wire Shelf	221371			Kern MCAP Office	Storage Room	Fair		
File Cabinet Hon	208812			Madera MCAP Office	FSS Office	Fair		
Table	216957			Kern MCAP Office	Conference Room	Poor		
Table	216955			Kern MCAP Office	Conference Room	Poor		
TV Panasonic Monitor	216375			Kern MCAP Office	Conference Room	Poor		
Projector Dell	228340			Kern MCAP Office	Conference Room	Poor		
File Cabinet	203026			Kings MCAP Office	Conference Room	Fair		
File Cabinet	228283			Kern MCAP Office	Conference Room	Fair		
File Cabinet	203051			Kern MCAP Office	Family Pantry/Storage	Fair		
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Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
File Cabinet Hon	203050			Kern MCAP Office	Family Pantry/Storage	Fair		
File Cabinet Hon	203049			Kern MCAP Office	Family Pantry/Storage	Fair		
File Cabinet (wheels)	228282			Kern MCAP Office	Storage Room	Fair		
Table	202476			Kern MCAP Office	Conf. Room	Fair		
File Cabinet Hon	211028			Kings MCAP Office	FSS Office	Fair		
File Cabinet Hon	223458			Fresno MCAP Office	FSS Office	Fair		
File Cabinet Hon	223457			Fresno MCAP Office	FSS Office	Fair		
2000 White Ford Windstar	2FMZA504XYBC40375	\$20,933.68	06/27/2000	Kern MCAP Office	Carport	Poor	06/22/2023	(3) Auctioned
2003 White Toyota Carolla	JTDBR32E230025950	\$16,282.76	10/07/2002	Kern MCAP Office	Carport	Poor	06/22/2023	(3) Auctioned
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*List each piece of equipment, purchased in whole or part, with child care services funds provided by the CDSS.

**Enter date the item was removed from service and its disposition. Equipment can be either: 1) donated to another CDSS funded service provider; or 2) transferred to the California Dept. of General Services, Surplus Property/Reutilization; or 3) sold with the proceeds deposited into the Child Development Fund as restricted income. Contact the Child Care and Development Division to find out more about the property transfer option.

Note: A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

EQUIPMENT INVENTORY

CONTRACTOR LEGAL NAME				FUNDING SOURCE AP-CMAP, Vendor Y320				
ITEM DESCRIPTION*	SERIAL OR IDENTIFICATION NUMBER	ORIGINAL COST	ACQUISITION DATE	LOCATION OF ITEM	USE	CURRENT CONDITION	DISPOSAL**	
Example: King-Wade desktop computer	12345678-9011	\$1,500	7/12/2004	B.L. Warren Preschool	In Classroom #5	Good		
Example: Met over refrigerator	23434234-90	\$1,200	2/13/1995				6/5/2011	Transfer to U.L. Max C.D.C.
2003 Gray Honda Odyssey	5FNRL18603B114521	\$28,758.74	06/30/2003	Kern MCAP Office	Carport	Poor	06/22/2023	(3) Auctioned
2006 White Honda Odyssey	5FNRL38296B097781	\$23,502.09	06/30/2006	Kern MCAP Office	Carport	Poor	06/22/2023	(3) Auctioned
Dell Latitude 5540 Laptop	320008	\$1800.77	11/02/23	Kern MCAP Office	Equipment Cabinet	Excellent		
Dell Latitude 5540 Laptop	320005	\$1800.77	11/02/23	Kern MCAP Office	Equipment Cabinet	Excellent		
Dell Latitude 5540 Laptop	32007	\$1800.77	11/02/23	Kern MCAP Office	Equipment Cabinet	Excellent		
Dell Latitude 5540 Laptop	320006	\$1800.77	11/02/23	Kern MCAP Office	Equipment Cabinet	Excellent		
Dell Latitude 5540 Laptop	320004	\$1800.77	11/02/23	Kern MCAP Office	Equipment Cabinet	Excellent		
Samsung TV	320390	\$464.99	12/27/23	Kern MCAP Office	Conference room wall	Excellent		
Samsung TV	320391	\$464.99	12/27/23	Kern MCAP Office	Front Desk Wall	Excellent		
I certify the information contained in this Equipment Inventory form represents a complete and accurate disclosure of items purchased with California Department of Social Services (CDSS) funds.				SIGNATURE 			INVENTORY COMPLETION DATE 06/04/2024	

*List each piece of equipment, purchased in whole or part, with child care services funds provided by the CDSS.

**Enter date the item was removed from service and its disposition. Equipment can be either: 1) donated to another CDSS funded service provider; or 2) transferred to the California Dept. of General Services, Surplus Property/Reutilization; or 3) sold with the proceeds deposited into the Child Development Fund as restricted income. Contact the Child Care and Development Division to find out more about the property transfer option.

Note: A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.



MEMORANDUM

To: Board of Directors

From: Rebecca Moreno, Director of Housing and Supportive Services

Date: June 26, 2024

Subject: *Agenda Item IV(a)*: New Service Agreement: Homeless Housing Assistance and Prevention Program (HHAP 3) Bakersfield Kern Regional Homeless Collaborative (BKRHC) - **Action Item**

INTRODUCTION

The State of California is providing a third round of one-time funding under the Homeless Housing, Assistance and Prevention Program (HHAP 3) to the BKRHC, City of Bakersfield, and County of Kern to address homelessness in Kern County.

CAPK's PROGRAM GOALS

This non-competitive award of \$150,000.00 will go to the continued support of the BKRHC's Continuum of Care (CoC) Coordinated Entry System (CES) operated by CAPK. The CES is the main point of entry for the CoC's system of care.

The annual budget of \$150,000.00 has been designed to fund .05 of the Director of Housing and Supportive Services and two (2) FTE CES Housing Navigators. The term of the contract is June 1, 2024 through October 1, 2026.

This agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3, Objective 3.1 to increase housing stability for people experiencing or at risk of homelessness.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Chief Executive Officer to execute the contract for services with BKRHC and allow for the execution of additional documents and amendments as needed throughout the duration of the contract term.

Attachment:

CES HHAP 3 Subrecipient Contract

AGREEMENT NO. 2023-313

THE COMMUNITY ACTION PARTNERSHIP OF KERN SUBRECIPIENT AGREEMENT FOR
HOMELESS HOUSING ASSISTANCE AND PREVENTION

THIS AGREEMENT is entered into on 06/01/2024, by and between the BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE, a California nonprofit public benefit corporation and IRS 501(c)(3) entity (BKRHC) and THE COMMUNITY ACTION PARTNERSHIP OF KERN, a California nonprofit public benefit corporation (CORPORATION).

R E C I T A L S

WHEREAS, California Governor Gavin Newsom and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Housing Assistance and Prevention program as part of AB 101(Chapter 159); and

WHEREAS, BKRHC has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, BKRHC finds that the health and safety of unsheltered persons in Kern County is threatened by a lack of shelter and housing; and

WHEREAS, the State of California has granted Homeless Housing and Prevention (HHAP3) funds to BKRHC and BKRHC desires to grant HHAP3 funds to CORPORATION to provide Coordinated Entry System services

WHEREAS, BKRHC shall not be obligated to disburse, or pay to, CORPORATION or any third party, any fund until and after BKRHC receives fund from the state government; and

WHEREAS, CORPORATION has requested assistance to continue the level of programs and activities; and

WHEREAS, BKRHC desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in Kern County; and

WHEREAS, CORPORATION represents that CORPORATION is experienced and well qualified in the field of homeless services.

NOW, THEREFORE, incorporating the foregoing recitals herein, BKRHC and CORPORATION mutually agree as follows:

AGREEMENT

1. FUNDING TERMS. CORPORATION and its subcontractors must abide by all terms of the HHAP 2 State of California Standard Agreement, which is attached hereto and incorporated by reference herein as Exhibit "A" and the proposal for activities which is attached hereto and incorporated by reference herein as Exhibit "C."

2. SCOPE OF WORK. The scope of the grant is set forth in **Exhibit "B"** which is attached hereto and incorporated herein by reference as if set forth in full.

3. COMPENSATION. It is expressly agreed and understood that the total amount to be paid by BKRHC to CORPORATION under this Agreement shall not exceed ONE HUNDRED FIFTY-THOUSAND DOLLARS (\$150,000). The Compensation shall be the total compensation under this Agreement, including, but not limited to, all out-of-pocket costs and taxes. Such grant shall only be used to pay for eligible expenses provided as set forth in **Exhibit "B"** and in accordance with this Agreement.

3.1.1. CORPORATION shall conform to the "time frame" as set forth in **Exhibit "B,"** attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than ONE HUNDRED FIFTY-THOUSAND DOLLARS (\$150,000).

3.2. Eligible Claims for Payment. BKRHC agrees to pay eligible "claims for payment" to CORPORATION within thirty (30) days after BKRHC receives an eligible claim for payment as set forth herein, and a properly designated CORPORATION official certifies the claim.

3.3. Method of Payment. BKRHC agrees to pay "claims for payment" directly to CORPORATION within 30 days after BKRHC receives a satisfactory "claim for payment." CORPORATION may request one-time funding advance equal to 1/12 of the total amount. CORPORATION shall properly itemize, and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement, as well as describing to which of the Activities the payment is related. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as BKRHC may specify. BKRHC may review the claim for completeness and accuracy and may refuse to pay any claim until explained to BKRHC's satisfaction.

3.4. Term. The term of this Agreement shall begin June 1, 2024, and end October 1, 2026.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1. Laws and Regulations

4.1.1. Federal. CORPORATION shall comply with all provisions of Federal law applicable to this Agreement.

4.1.2. California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3. Independent Contractor. CORPORATION understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. CORPORATION is not an agent or employee of BKRHC for any purpose and is not entitled to any of the benefits provided by BKRHC to its employees. BKRHC shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This agreement shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

4.1.4. Indemnification. CORPORATION shall indemnify, defend, and hold harmless BKRHC, its Executive Director, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for BKRHC's sole active negligence or willful misconduct.

4.1.5. Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance (Basic Insurance Requirements):

4.1.5.1. 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:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the BKRHC's Executive Director, provide 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:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of BKRHC, its Executive Director, agents, employees, and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis or contain a deductible provision. Subject to advance approval by BKRHC, CORPORATION may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. **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 in favor of BKRHC, its Executive Director, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to BKRHC, its Executive Director, agents, employees or designated volunteers, and any insurance or self-insurance maintained by BKRHC shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by BKRHC's Executive Director, but in no event less than A-: VII. Any deductibles, self-insurance 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 BKRHC in writing.

4.1.5.6. Unless otherwise approved by BKRHC's Executive Director, all policies shall contain an endorsement providing BKRHC 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. Copies of policies shall be delivered to BKRHC on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish BKRHC's Executive Director with a certificate of insurance and required endorsements evidencing the insurance required. The BKRHC may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to BKRHC shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by BKRHC, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements set forth above shall be provided by, or on behalf of, all subcontractors even if BKRHC has approved lesser insurance requirements for CORPORATION.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CORPORATION agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

5.1.2. Documentation and Record Keeping.

5.1.2.1. Records to be Maintained. CORPORATION shall maintain all records required as specified in "Exhibit A" and "**Exhibit B**" that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.2.2. Retention. CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.1.2.3. Client Data. CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be submitted to BKRHC or its designees for review on a quarterly basis.

5.1.2.4. HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.1.2.5. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

5.1.2.6. Close-Outs. CORPORATION's obligation to BKRHC shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to BKRHC), and determining the custodianship of records.

5.1.2.7. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to BKRHC, at any time during normal business hours, as often as BKRHC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current BKRHC policies concerning subrecipient audits.

5.2. Personnel and Participant Conditions

5.2.1. Nondiscrimination Requirements. During the performance of this Agreement, CORPORATION and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. CORPORATION and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CORPORATION or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CORPORATION and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5.2.2 Conflict of Interest. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and

financial disclosure provisions, will result in any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

5.2.3 Drug Free Workplace Certification. Certification of Compliance: By signing this Agreement, CORPORATION, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) See **Exhibit "D"**.

5.2.4 Child Support Compliance Act. For any Contract Agreement in excess of \$100,000, CORPORATION acknowledges in accordance with Public Contract Code 7110, that:

CORPORATION recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

CORPORATION, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3. Environmental Conditions.

5.3.1. Environmental Considerations. BKRHC and CORPORATION want to assure that the policies of the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, BKRHC shall comply with the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in the CEQA review procedures shall extend the estimated work completion period.

6. COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES AND REGULATIONS. CORPORATION agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP3 program, CORPORATION, its subcontractors, and all eligible activities.

CORPORATION shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. CORPORATION shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CORPORATION shall provide copies of permits and approvals to BKRHC upon request.

7. BKRHC's OBLIGATIONS.

7.1. Copy of Regulations and Statutes. BKRHC will make available to CORPORATION a copy of any regulation BKRHC enacts to facilitate administration of said Program.

8. BKRHC'S REMEDIES. If CORPORATION fails to materially comply with the terms of this Agreement, BKRHC, at its option, may suspend or terminate this Agreement and may demand CORPORATION return all funds granted to CORPORATION pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to BKRHC. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

8.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to BKRHC is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time.

9. MISCELLANEOUS.

9.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

9.2. Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

9.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are

intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by BKRHC and signed by all the parties.

9.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

9.5. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

9.6. Termination of Agreement. BKRHC reserves the right to terminate this AGREEMENT upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. BKRHC shall only convey to CORPORATION funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

9.7. Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to BKRHC, addressed to:

Executive Director
Bakersfield Kern Regional Homeless Collaborative
1900 E Brundage Ln
Bakersfield, CA 93307

If directed to CORPORATION, addressed to:

Chief Executive Officer
The Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

9.8. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9.9. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

9.10. Negation of Partnership. BKRHC shall not become or be deemed a partner or joint venture with CORPORATION or associate in any such relationship with CORPORATION by reason of the provisions of this Agreement. CORPORATION shall not for any purpose be considered an agent, officer or employee of BKRHC.

9.11. Conflicts of Interest. CORPORATION stipulates that the CORPORATION, its employees, and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

9.12. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 95-2402760

"CORPORATION" is a corporation? Yes _____ No _____.

(Please check one.)

9.13.1 Reporting Timeframe CORPORATION will submit annual reports to BKRHC, with first report due August 1, 2022, and final report due July 31, 2023

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"BKRHC"

BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE

By: _____

Rick Ramos
Executive Director

Date: _____

"CORPORATION"

THE COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____

Jeremy Tobias
Chief Executive Officer

Date: _____

EXHIBIT "A"
HHAP3 STANDARD AGREEMENT

Homeless Housing, Assistance and Prevention Program Round 3 (HHAP3) Standard Agreement
with Bakersfield Kern Regional Homeless Collaborative.

EXHIBIT "B"

HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT PROGRAM COMMUNITY ACTION PARTNERSHIP OF KERN

Purpose of Project

The Community Action Partnership of Kern (CapK) will provide Homeless Housing Assistance and Prevention Grant eligible services (Coordinated Entry System services) to provide comprehensive information and referral services that link Kern County residents to community health and human services and support.

Description

(CapK) will use HHAP3 grant funding for the eligible activity:

Coordinated Entry System used to screen, assess, and prioritize homeless and at-risk persons for appropriate housing and services.

CapK will meet costs of operation and maintenance, including but not limited to such items as payment of office supplies, printing, postage, telephone, internet, insurance, water, electricity, and janitorial and maintenance costs.

The total amount of HHAP3 funds expended to meet these operation and maintenance costs shall not exceed ONE HUNDRED FIFTY-THOUSAND DOLLARS (\$150,000). Operating costs are solely for use in operating costs closely associated with CapK's Coordinated Entry System.

Limitations

CORPORATION shall not use HHAP3 program funding to supplant existing funds for homeless housing, assistance, or prevention.

Time frame

All funds granted to CapK shall be completely expended within the term of the Agreement.

Data Submission Requirements and Timeline:

CORPORATION shall submit an annual report to the BKRHC on forms provided by the BKRHC, by August 30, 2024, and annually every year thereafter with a final report due October 1, 2026. If the Contractor fails to provide such documentation, The BKRHC may disencumber any portion of the amount authorized by this Agreement with a 14- day written notification.

Corporation will report on the following, as well as any additional information the BKRHC deems appropriate or necessary:

- (1) An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible use stated in agreement, including the current status of those funds.
- (2) The number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
- (3) The type of service provided, broken out by the number of individuals.
- (4) Outcome data for individuals served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

The Contractor further agrees to retain all records for a minimum period of five (5) years after the termination of this Agreement.

other Requirements

HMIS

CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System [HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

Housing First

Any housing-related activities funded with HHAP3 funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

Exhibit “C”

This agreement shall terminate on June 30, 2026, or upon delivery of the HHAP-3 final report required by HSC § 50223(b), whichever is sooner, and all funds expended.

HHAP-3 Annual reporting is due on December 31 from 2022 through 2025, with the final report due October 1, 2026. The report will need to include Financials (Obligations and Expenditures).

Data reporting, performance metrics, project narrative, racial equity, partnerships, and budget modifications are to be noted, if there were any reallocations.

EXHIBIT "D"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as THE COMMUNITY ACTION PARTNERSHIP OF KERN CORPORATION located at 5005 Business Park North Bakersfield, CA 93309 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

"CORPORATION"

THE COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____

Jeremy Tobias
Chief Executive Officer

Date: _____



MEMORANDUM

To: Board of Directors

From: Yolanda Gonzales, Director of Head Start/State Child Development

Date: June 26, 2024

Subject: *Agenda Item IV(b)*: San Joaquin County Office of Education (SJCOE) CSPP Initial Annual Contract – **Action Item**

The Head Start and State Child Development Division is requesting approval from the Board of Directors to approve a new contract with the San Joaquin County Office of Education (SJCOE) for California State Preschool Program (CSPP) funds.

This new agreement between the San Joaquin County Office of Education and Community Action Partnership of Kern to conduct activities of the California State Preschool Program, is for the funding period of July 1, 2024, through June 30, 2025.

The amount of funding is \$255,528 of state contract funds. Additionally, the program is expecting to receive federal Head Start Funds from the SJCOE to blend with the CSPP funding.

This funding supports CAPK's efforts to improve communities by promoting educational opportunities that enrich the lives of children and their families. The program will utilize CSPP funding to provide center-based services for children of preschool age. This will mark the beginning of CAPK providing preschool services in San Joaquin County.

Recommendation

Staff recommends the Board of Directors approve with resolution the San Joaquin County Office of Education CSPP contract for the SJC EHS program for the July 1, 2024, through June 30, 2025, funding period and authorize the Chief Executive Officer to execute the contract and any amendments throughout the duration of the contract term.

Attachments:

Resolution #2024-08

SJCOE CSPP 2024-25 Contract



RESOLUTION #2024-08

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the 2024-2025 San Joaquin County Office of Education Contract

The Board of Directors of Community Action Partnership of Kern, met on June 26, 2024, at a regularly scheduled meeting, located at 1300 17th Street, Conference Room 1B, Bakersfield, CA 93301, and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the San Joaquin County Office of Education has offered a new California State Preschool Program (CSPP) for the 2024 – 2025 fiscal year; and

WHEREAS, The Head Start and State Child Development Division is requesting to renew the contract for \$255,528 to serve 17 children in San Joaquin County; and

WHEREAS, the San Joaquin County Office of Education requires that an authorized signatory be named for the funding contract; and

NOW, THEREFORE, be it resolved that the Board of Directors hereby authorize the Chief Executive Officer to act on behalf of the Board as CAPK’s representative signatory with regard to the San Joaquin County Office of Education contract and further amendments as required.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 26th day of June 2024.

Fred Plane, Chair
CAPK Board of Directors

Date



COOPERATIVE AGREEMENT

This agreement, by and between the San Joaquin County Office of Education, hereinafter referred to as OFFICE, and Community Action Partnership Kern headquartered at 1300 18th St., Ste. 200, Bakersfield, CA 93301, hereinafter referred to as SUBCONTRACTOR, is for the purpose of conducting activities of the California State Preschool program (CSPP) during the period of July 1, 2024 through June 30, 2025. Funding to OFFICE is provided by the California Department of Education – Early Education Division, hereinafter referred to as EED. Agreement and funding are contingent upon availability of funds.

All attachments referenced in this agreement are hereby incorporated in the agreement.

1. Funding Authority

Funding for this contract is authorized under California State Preschool Program – CSPP-4500.

2. Maximum Reimbursable Amount (MRA)

SUBCONTRACTOR agrees to carry out those responsibilities assigned to it by this agreement for a maximum of **\$255,528** of state contract funds.

Maximum administrative rate is **8.5%** of allowable expenditures.

3. Service Requirements

To be eligible to receive the maximum reimbursable amounts listed in section 2, SUBCONTRACTOR is required to earn **5,200.0** of net child days of enrollment (CDE) as specified in Attachment A, CDE Earnings Projection Sheet, which is attached, and by the reference made part of this agreement. “Net” is defined as Total CDE earned less the CDE necessary to earn the family fees collected. Should EED provide a “Hold Harmless” period, earnings requirement will be adjusted accordingly.

SUBCONTRACTOR is contracted to serve the total number of children for the minimum days of operation and sites stated therein, with any proposed changes approved by in advance by OFFICE.

4. Reimbursement Rate

The rate at which SUBCONTRACTOR shall be reimbursed for each eligible net adjusted CDE reported on page one of the monthly CDFS 9500 is **\$49.14**.

The rate at which the collected family fees shall be earned is **\$55.27**.

5. Minimum Days of Operation (MDO)

SUBCONTRACTOR is required to operate the minimum number of days as specified in Attachment A which may not be less than 98% of **245**. Any changes to the approved MDO must be requested of and approved by OFFICE. Upon approval of any changes to MDO, notification will be provided to all affected families within 24 hours.

6. Maximum Dollar Allocations

All dollar allocations in this agreement are maximum amounts. They may be reduced by OFFICE, if necessary, to match approved budgets, actual SUBCONTRACTOR earnings, minimum days of operation, and expenditures, or

for failure to perform or meet standards or regulations. A review will be held after the submission of the December invoice to determine if reductions to the funded amounts should be amended.

7. Budget Revisions

A budget revision from one category to another requires prior written approval from OFFICE if the sum involved exceeds 10% of the category to be increased or decreased or \$50,000, whichever amount is smaller. Any budget change in equipment if \$5,000 or more or construction/renovation if \$10,000 or more, requires prior written approval from OFFICE and EED. Should prior EED approval be required, SUBCONTRACTOR must submit to OFFICE a description of the need for the purchase, three quotes for the purchase, the recommended vendor from the submitted quotes, and a completed CD2703 form. No purchase can occur until the approval from EED is received by OFFICE.

All budget revisions must be submitted in writing to and approved by OFFICE prior to any expenditure. All written requests must follow established procedures using the process established by OFFICE. A written rationale for revisions must also be included with this request. Budget revisions will not be accepted from SUBCONTRACTOR after April 15 of the contract term.

8. Budget and Narrative

All funds to be awarded under this agreement shall be requested by SUBCONTRACTOR and approved by OFFICE prior to the commitment of expenditures using the required formats for budgets, approved CDE Earnings Projection Worksheets, and supporting narratives that shall be supplied by OFFICE.

Approved budgets are attached to this agreement as Attachment B.

9. Program Earnings

SUBCONTRACTOR may earn and receive all of its MRA if it generates 100% of specified CDE, maintains at least 95% of monthly average daily attendance (ADA), operates at least 98% of approved MDO, and spends 100% of the amount earned. For any deviations beyond the approved levels specified, SUBCONTRACTOR earnings will be reduced on a prorated basis.

10. Compliance

SUBCONTRACTOR shall conduct all phases of program operation in accordance with OFFICE, EED, California Department of Social Services Community Care Licensing Division (CCLD) and other applicable rules, regulations, and mandates, and consistent with OFFICE program goals and objectives. OFFICE retains the authority to determine whether SUBCONTRACTOR meets standards with respect to program, administrative, financial management, and other requirements. To this end, the OFFICE retains the authority to conduct announced and unannounced agency and site visits and review electronic data sources at any time. Serious violations of the requirements or failure to correct any identified deficiencies in a timely manner, as determined by OFFICE, may result in suspension or termination of the agreement with or without advanced notice depending on the severity of the violation.

When Federal, State, local, or OFFICE requirements vary from each other or SUBCONTRACTOR's requirements, the most stringent provision(s) take precedence.

OFFICE expects SUBCONTRACTOR to achieve successful outcomes for all enrolled children and families through the provision of high-quality, comprehensive services by well-trained and supported staff. Furthermore, OFFICE expects SUBCONTRACTOR to respond to communication and submit required invoices and reports and requests for information, clarification and/or documentation in a timely, accurate manner.

SUBCONTRACTOR demonstrates commitment to providing a high-quality program by:

- (1) participating in the Quality Rating and Improvement System (QRIS) program;
- (2) effectively addressing issues related to culture, diversity, and equity;
- (3) fostering relationships, interactions, and guidance at all levels;
- (4) engaging families and communities;
- (5) including children with disabilities or other special needs;
- (6) promoting health, safety and nutrition;
- (7) assessing children's development and learning;
- (8) intentionally planning the learning environment and curriculum;
- (9) supporting professionalism and continuous learning; and
- (10) effectively administering programs and supervising staff.

All activities authorized by this agreement shall be performed in accordance with the approved budgets, agreement terms and conditions, and all relevant OFFICE and EED directives.

SUBCONTRACTOR certifies it has and will maintain the capacity to provide ethical and high quality early care and education services by employing staff who are trained, supported, and monitored in implementing identified best practices in education, health, safety, nutrition, and social-emotional services to children ages birth to compulsory school-age and their families as indicated appropriate by National Association for the Education of Young Children (NAEYC).

11. Food Program

SUBCONTRACTOR assures that all eligible CSPP enrolled children shall also be enrolled in the Child and Adult Care Food Program (CACFP) or the National School Lunch/Breakfast Program (NSLBP), that appropriate filing for reimbursement shall be made and that all food program revenue shall be reported to OFFICE on the monthly SUBCONTRACTOR Agency Claim as it is received by SUBCONTRACTOR. The final SUBCONTRACTOR Agency Claim shall include the amount of revenue earned if the reimbursement has not yet been received by SUBCONTRACTOR.

SUBCONTRACTOR shall also provide to OFFICE a copy of the CACFP or NSLBP review report, proposed corrective action plan, and all related correspondence within 10 calendar days of receipt of the report or correspondence.

SUBCONTRACTOR shall notify OFFICE by telephone within 24 hours and provide a copy within 10 calendar days of receipt of any termination notices related to CACFP/NSLBP services.

Failure to maintain the agency's CACFP/NSLBP contract without deficiencies may be grounds for termination or non-renewal of this agreement.

12. Facility Licenses and Standards

SUBCONTRACTOR assures that all children shall be located in centers licensed through California Department of Social Services Community Care Licensing Division (CCLD), that all CCLD licenses shall be maintained as active status with CCLD, a copy of current, active CCLD license shall be displayed in SUBCONTRACTOR's centers, and that copies of all current center licenses shall be on file in SUBCONTRACTOR office and copies of new center licenses shall be submitted to OFFICE prior to the first day children are present.

SUBCONTRACTOR shall maintain operational accessibility to all CCLD licensed space in accordance with American with Disabilities Act (ADA) standards and as determined appropriate by CCLD and Fire Marshall.

SUBCONTRACTOR shall ensure and maintain evidence of installation, maintenance, and operation of age-appropriate indoor and outdoor equipment and facilities meeting CCLD, ADA, and California Playground Safety (centers only) standards and regulations.

SUBCONTRACTOR shall notify identified representative of OFFICE within 24 hours of the filing of any Unusual Incident Report and provide copies of any written documents related to the incident within 2 business days of reporting.

SUBCONTRACTOR shall notify identified representative of OFFICE within 24 hours of receipt of any report when cited by any regulatory agency including those that may result in the assessment of a fine or serious non-compliance designation including any deficiency or revocation of license, contract, or agreement.

SUBCONTRACTOR shall provide copies of any written documents related to each incident within 2 business days of the citation or receipt of additional documentation after the original citation.

No funds awarded under this agreement may be used to pay fines resulting from CCLD violations, other regulatory agency citations, costs of legal, consulting and accounting services incurred in prosecution of claims against the state or OFFICE, or bad debts, including losses arising from uncollectible accounts and any related legal costs.

Failure to meet CCLD requirements and maintain CCLD active license status may be grounds for reduction, non-renewal, or termination of this agreement.

13. Insurance/Incorporation Requirements

- 13.1. SUBCONTRACTOR shall have on file evidence of incorporation (if applicable), all pertinent insurance policies, fidelity bonds, and other coverage required by federal, state, and/or local regulations. In addition, child maltreatment coverage shall be in force during the entire term of this agreement.
- 13.2. SUBCONTRACTOR shall provide evidence that liability insurance at a limit of not less than \$5,000,000 with no exclusions for child abuse and/or child molestation, is kept in force during the entire term of this agreement. Failure to maintain liability insurance in the limits stated above is grounds for immediate termination of this agreement.
- 13.3. SUBCONTRACTOR shall ensure that contracts with third party entities for the digital storage, management, and retrieval of child records include the requirements of AB 1584 (Ed Code section 49073.1) and require Cyber Liability Insurance for the duration of this agreement with a minimum of \$1,000,000. Should such SUBCONTRACTOR fail to provide the required cyber insurance, SUBCONTRACTOR is responsible for procuring and maintaining such policy.
- 13.4. SUBCONTRACTOR shall list OFFICE as additionally insured on the Liability and Cyber Liability Insurance policy.
- 13.5. SUBCONTRACTOR shall purchase and maintain child accident insurance coverage for all children enrolled.
- 13.6. SUBCONTRACTOR shall purchase and maintain Directors and Officers Insurance in the amount of at least \$1,000,000 per incident/ \$1,000,000 in aggregate. (Not applicable to school districts that are self-insured.)

14. Mileage Reimbursement and Out-of-Area Travel

SUBCONTRACTOR shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to EED's non-represented employees computed in accordance with California State Department of Personnel Administration regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.

15. Required Reports/Documents

SUBCONTRACTOR agrees to submit to OFFICE or have on file such reports and other program data as may be required by EED or OFFICE in accordance with indicated timelines, including but not limited to the items listed on Attachment C – Required Documentation and Submission Timelines.

Failure of SUBCONTRACTOR to submit and/or have available on file any of the reports listed in Attachment C in a complete, accurate, and timely manner shall be sufficient cause for OFFICE to delay payment of any or all funds then due SUBCONTRACTOR until such time as the required reports are submitted or available to and accepted by OFFICE.

SUBCONTRACTOR **must use** the designated, mandatory forms, software, data management systems, policies, and procedures selected by OFFICE unless an approved waiver is on file. A waiver may be requested in writing using OFFICE's established procedure. Approval must be granted prior to the SUBCONTRACTOR's implementation of waived material. OFFICE is under no obligation to approve requested waiver(s).

16. Internal Controls

SUBCONTRACTOR shall perform its fiscal duties utilizing adequate internal controls, including appropriate segregation of duties and full implementation of the identified accounting software and related written agency procedures.

SUBCONTRACTOR shall include appropriate safeguards to detect fraudulent activities in the program areas of, but not limited to, enrollment and fiscal procedures.

SUBCONTRACTOR shall ensure that all financial information used for reporting and planning are complete, accurate, and produced in the most efficient manner in which reliance on manually calculated amounts are minimized or eliminated.

17. Meetings with SUBCONTRACTOR and Site Visits

Regular meetings with SUBCONTRACTOR management staff shall be hosted and facilitated by OFFICE and attended by SUBCONTRACTOR. OFFICE shall also make site visits as deemed necessary to monitor and implement provisions of this agreement. Such site visits may be scheduled in advance or unannounced.

18. Annual Program Evaluation

18.1. OFFICE and SUBCONTRACTOR shall annually conduct a Program Evaluation to assess compliance and quality. The documents and procedures to be used shall be designated by OFFICE.

18.2. Training shall be provided by OFFICE to key SUBCONTRACTOR staff, parents, board members, and community SUBCONTRACTORS who will participate as part of the Program Evaluation process.

18.3. SUBCONTRACTOR will establish and maintain a physical and/or electronic Compliance Monitoring Review box that includes all required information, documents, and files for each classroom/site that is available for review at any time.

18.4. SUBCONTRACTOR understands and agrees that SUBCONTRACTOR shall be responsible to develop a written plan outlining strategies for corrective actions for each noncompliance item, and that failure to develop and implement such a plan may result in OFFICE not offering an agreement to SUBCONTRACTOR in ensuing years.

19. Participation in OFFICE functions

SUBCONTRACTOR agrees to participate in OFFICE coordinated meetings, trainings, events, and other functions that are consistent with the goals of the program or necessary for the OFFICE to discharge its responsibility to EED. OFFICE shall provide guidance to SUBCONTRACTOR in the conduct of activities provided under this agreement. OFFICE shall also make announced and unannounced site visits as deemed necessary to implement provisions of this agreement.

20. Maintenance of Records

- 20.1. SUBCONTRACTOR shall prepare and maintain appropriate fiscal, programmatic, management, personnel, property, and other records that may be required by relevant regulatory directives.
- 20.2. SUBCONTRACTOR shall maintain all financial records and supporting documentation according to generally accepted accounting principles for public agencies and/or non-profit organizations.
- 20.3. SUBCONTRACTOR shall permit OFFICE and/or agents of EED to review, evaluate, and/or audit said records as deemed necessary for purposes of monitoring compliance with this agreement.
- 20.4. All records shall be stored maintained securely for a minimum of five years after completion of the agreement period.

21. Property Management

- 21.1. Title to equipment and/or supplies purchased with OFFICE funds vests with the SUBCONTRACTOR only so long as this agreement is in effect. Upon termination of this agreement, title to all equipment and remaining supplies shall revert to the OFFICE in trust for EED.
- 21.2. Property, equipment, and/or supplies purchased on behalf of SUBCONTRACTOR by OFFICE that would be subject to inventory provisions if purchased by SUBCONTRACTOR must be included in SUBCONTRACTOR inventory records with notation of any items purchased by OFFICE.
- 21.3. A control system must be maintained to ensure adequate safeguard to prevent loss, damage, or theft (any loss, damage, or theft must be investigated) and adequate maintenance procedures must be developed to keep equipment in good condition.
- 21.4. A perpetual property inventory shall be maintained by SUBCONTRACTOR containing the following minimum information for all equipment and supplies with a purchase price of at least \$500 and a useful shelf life of over 1 year that were purchased with EED funds:
 - Description, including intended use and estimated useful life
 - Manufacturer's serial number or identification number
 - Asset number
 - Acquisition date
 - Original cost
 - Vendor name and address
 - Source(s) of funding used to purchase
 - Percent of EED funds used to purchase item
 - Location of item
 - Condition
 - Ultimate disposition data (including date of disposal and sale price, if applicable)

- 21.5. A physical inventory must be completed annually. Discrepancies between physical inventory and property records shall be noted and any differences shall be reconciled. Said inventory shall be submitted to OFFICE no later than 45 calendar days after the program fiscal year ends.
- 21.6. The EED definition of equipment purchased with subcontract funds shall apply to all property. Any unit of equipment with a purchase cost of \$5,000 or more, including all cost associated with purchase, and having a useful life of one year or more and purchased with EED funds shall have prior written authorization from OFFICE. Any request for the purchase of equipment of \$5,000 or more shall include 3 price quotes. All equipment purchases of \$7,500 must be approved by EED prior to purchase.
- 21.7. Written approval must be given by OFFICE in order for SUBCONTRACTOR to dispose of any item with a current per unit fair market value of \$1,000 or more and having a useful life of more than one year.

22. SUBCONTRACTOR Payment

Funds shall be disbursed to SUBCONTRACTOR according to the following schedule, subject to the receipt of funds by OFFICE.

- 22.1. SUBCONTRACTOR may have funding advance payments available for the months of July, August and September. In order to receive the advance payments, individual monthly invoices for the amount of child days of enrollment projected to be earned as provided in Attachment A multiplied by the rate in Section 4 and shall be filed by the date of full execution of this agreement.
- 22.2. Any actual under- or over-earning of child days of enrollment realized for July, August, and September adjusted for family fees collected will be included in the October claim through the year-to-date figures on the OFFICE provided invoice template.
- 22.3. SUBCONTRACTOR shall file a monthly Agency Invoice with supporting documentation of actual child days of enrollment earnings, family fees collected, and expenditures with OFFICE no later than the 15th of the month following the activities reported.

Each invoice will include only the accurate and true amounts from SUBCONTRACTOR's accounting and child data management records and shall not include any late fees charged by any vendor, regulatory agency, or financial institution.

Should an extension for submission of the monthly invoice be necessary, a request should be made to the Coordinator – Business Services before the due date. For invoices for the months of September, December, March, and June no extensions can be granted due to report filing deadlines.

- 22.4. Upon the receipt and approval of each monthly invoice submitted by SUBCONTRACTOR, the OFFICE shall reimburse SUBCONTRACTOR claim. Total reimbursements shall not exceed the specified Maximum Reimbursable Amount as allocated in Section 2.0.
- 22.5. OFFICE reserves the right to refuse payment of any claim, or any final payment due SUBCONTRACTOR until OFFICE is satisfied SUBCONTRACTOR has fulfilled all of its obligations under this agreement, including filing of all required reports and correction of audit or program compliance findings or deficiencies. Payment shall not be unreasonably withheld, and any amounts will be consistent with the nature of the unfulfilled obligation or deficiency.
- 22.6. A final adjustment of payments, based upon actual earnings and expenditures, shall be made by OFFICE no later than 60 days after the close of the program year. Any overpayment to SUBCONTRACTOR shall be refunded to OFFICE within 15 calendar days of notification.

- 22.7. SUBCONTRACTOR shall submit all final invoices as required in Section 15 and Attachment C.
- 22.8. SUBCONTRACTOR shall have and adhere to a board adopted policy prohibiting interfund loans using contract funds.
- 22.9. The consideration paid to SUBCONTRACTOR, as provided in this agreement, is the full compensation for all SUBCONTRACTOR's expenses incurred in the performance of this agreement. SUBCONTRACTOR must be reimbursed for actual costs that are necessary, allowable, reasonable and allocable to the performance of this agreement.

23. CalPERS/CalSTRS Retirement Reporting

1. Is the SUBCONTRACTOR an employee of the OFFICE? Yes ☐ No ☐
2. Have any SUBCONTRACTOR employees previously been employed by the OFFICE? Yes ☐ No ☐
3. Are any SUBCONTRACTOR employees a California Public Employees Retirement System (CalPERS) or California State Teachers Retirement System (CalSTRS) member? Yes ☐ No ☐
- If yes, which system? CalPERS ☐ CalSTRS ☐
4. Are any SUBCONTRACTOR employees or subcontractors a CalPERS or CalSTRS retiree? Yes ☐ No ☐
- If yes, which system? CalPERS ☐ CalSTRS ☐

24. Staff/Child Ratios

SUBCONTRACTOR assures that staff/child ratios shall be maintained per applicable regulations determined by source of program funds. The most restrictive applicable regulations shall apply to all children served at the same time.

Source of Program Funds

Applicable Regulations

CDSS Funds Only

Title 5 and Title 22

Head Start and CDSS

Title 5, Title 22, and Head Start Performance Standards

25. Audit Requirements

- 25.1. SUBCONTRACTOR's financial and business activities, procedures, and records shall be audited annually by an independent Certified Public Accountant. Such audit shall be conducted in accordance with applicable federal and state laws, regulations, and audit guidelines. Audit shall be paid for by SUBCONTRACTOR. Such audit costs may be included in SUBCONTRACTOR budget.
- 25.2. SUBCONTRACTOR agrees to timely correction of all audit findings related to the performance of this agreement, if any, to the satisfaction of the OFFICE and ACF. Corrective procedures recommended in the audit report will be reviewed by OFFICE with SUBCONTRACTOR, and a deadline date for implementation shall be established by OFFICE. Failure to correct audit deficiencies in a timely manner may result in OFFICE withholding payments to SUBCONTRACTOR or termination or non-renewal of this agreement.

- 25.3. SUBCONTRACTOR shall be responsible for any monetary losses as the result of any audit exception or disallowance caused by, or as a result of, SUBCONTRACTOR's lack of performance as required by this agreement.
- 25.4. SUBCONTRACTOR shall provide OFFICE with an electronic copy of the audit report and associated management letter(s) within 10 days of receipt and acceptance of said report from auditors.

26. Subcontracting

- 26.1. No portion of the program operations or of program funds shall be subcontracted, used to jointly operate a different program with another agency, or otherwise contracted by SUBCONTRACTOR without prior written authorization from OFFICE.
- 26.2. All subcontracts are subject to audit as required by OFFICE.
- 26.3. The SUBCONTRACTOR, its agents and employees, in the performance of a subcontract, are acting in an independent capacity and not as officers, agents, or employees of OFFICE or EED.
- 26.4. SUBCONTRACTOR agrees to indemnify and hold harmless the OFFICE, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, SUBCONTRACTORS, material-men, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by the SUBCONTRACTOR in the performance of this agreement.
- 26.5. The SUBCONTRACTOR, and the agents and employees of the SUBCONTRACTOR, in the performance of the subcontract are acting in an independent capacity and not as officers, employees, or agents of the OFFICE.
- 26.6. SUBCONTRACTOR shall include the nondiscrimination and compliance provisions of Section 36 of this agreement in all subcontracts to perform work under this agreement.

27. Annual Agreement Renewal

The completion of an agreement by SUBCONTRACTOR does not grant vested rights to subsequent agreements. SUBCONTRACTOR shall be notified of renewal criteria during the annual contract review process.

28. Savings Clause

Any provision of this agreement found to be in violation of federal or state statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this agreement.

29. Termination of the Agreement

29.1. Termination for Convenience

- a. SUBCONTRACTOR or OFFICE may terminate this agreement for any reason during the agreement term. The SUBCONTRACTOR or OFFICE shall notify the other of its intent to terminate the contract at least 30 calendar days prior to the date it intends to terminate the agreement.
- b. Within 15 calendar days from the date the SUBCONTRACTOR notifies the OFFICE of its intent to terminate the agreement, the SUBCONTRACTOR shall submit: (1) a current inventory of equipment and

supplies with a purchase price of \$500 or more and/or a shelf life of over one year purchased in whole or in part with agreement funds; (2) the names, addresses, and telephone numbers of all families served by the agreement; and (3) the names, addresses, and telephone numbers of all staff members funded by the agreement.

- c. The OFFICE shall only be obligated to compensate SUBCONTRACTOR for net reimbursable program costs in accordance with this agreement through the date of termination. There shall be no other compensation to the SUBCONTRACTOR. The OFFICE shall offset any monies the SUBCONTRACTOR owes OFFICE against any monies the OFFICE owes SUBCONTRACTOR under this agreement.

29.2. Failure to Perform

OFFICE may cancel this agreement by giving 30 calendar days written notice of termination to the SUBCONTRACTOR if SUBCONTRACTOR fails to comply with the terms and conditions of this agreement or if OFFICE determines that the performance of SUBCONTRACTOR under this agreement is not satisfactory. Performance may be considered unsatisfactory if:

- a. SUBCONTRACTOR has been determined to have one or more deficiencies in a single review conducted by OFFICE;
- b. SUBCONTRACTOR has any criminal or civil judgements levied against the agency.
- c. SUBCONTRACTOR has had one or more CCLD license revocation of operated child care centers;
- d. SUBCONTRACTOR has been suspended or terminated from any program or other funding source;
- e. SUBCONTRACTOR, principal, or Governing Board member has been debarred from receiving Federal or State funds from any Federal or State department or agency or has been disqualified from the either CACFP or NSLBP and has not received a waiver described in 2 CFR 180.135;
- f. SUBCONTRACTOR has been determined within the preceding 12 months to be at risk of failing to continue functioning as a going concern or has filed for bankruptcy or agreed to a reorganization plan as part of a bankruptcy settlement;

In the event of such termination, the OFFICE may proceed with the work in any manner deemed proper by the OFFICE. All costs due to the OFFICE shall be deducted from any sum due the SUBCONTRACTOR under this agreement and the balance, if any, shall be paid to the SUBCONTRACTOR upon demand. Such cancellation shall be in accordance with applicable federal and state regulations.

29.3. Breach of Contract

If SUBCONTRACTOR materially breaches any provision of this agreement, the OFFICE may terminate this agreement by giving 30 calendar days written notice of termination to the SUBCONTRACTOR. Any one of the following specific actions by SUBCONTRACTOR shall constitute a material breach of this agreement. They include, but are not limited to:

- a. Noncompliance with the applicable laws, regulations, or agreement requirements.
- b. Submission of false, misleading, or erroneous information to the OFFICE.
- c. Failure to maintain required records.
- d. Administrative mismanagement.
- e. Board misconduct
- f. Misuse of funds

- g. Denial of access to authorized representatives of the OFFICE, EED, or any of their agents to all program-related or fiscal records during normal business hours.
- h. Lack of fiscal accountability.
- i. Unsatisfactory performance under terms and conditions of this agreement.
- j. Failure to complete and submit a timely audit of the prior year agreement.

29.4. Illegal Activities

- a. Fraud or conspiracy to defraud.
- b. Misuse of EED funds in violation of the applicable regulations.
- c. Embezzlement.
- d. Maintenance of an unsafe or unhealthy physical environment for children.
- e. Abuse or molestation of children.
- f. Failure to report suspected child abuse or molestation.
- g. Theft of supplies, equipment, or food.
- h. SUBCONTRACTOR is operating in violation of regulations creating imminent danger to the health and welfare of children, parents, and/or staff.
- i. Any other activity that is illegal and/or poses the threat of harm to enrolled children, their families, or staff.

29.5. Changes in State or Federal Regulations or Laws

If federal or state laws or regulations are changed to prohibit the performance of the OFFICE's obligations under federal or state grant by contracting with SUBCONTRACTOR, OFFICE may terminate this agreement upon 30 calendar day's written notice to SUBCONTRACTOR.

30. Hold Harmless Clause

The parties intend that an independent contractor relationship be created by this agreement and OFFICE assumes no responsibility for workers' compensation liability. OFFICE likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under the agreement.

SUBCONTRACTOR agrees to hold harmless and to indemnify OFFICE and the State of California, the officers, agents and employees of both OFFICE and State of California for any injury to person or property sustained by SUBCONTRACTOR or by any person, firm, or corporation employed directly or indirectly by the SUBCONTRACTOR or by any of the individuals participating in or associated with SUBCONTRACTOR, however caused; and any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of SUBCONTRACTOR or any person, firm, or corporation directly or indirectly employed by SUBCONTRACTOR upon or in connection with this agreement, or any of the participants arising out of or in the course of the term of this agreement, and SUBCONTRACTOR, at its own cost, expense, and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against OFFICE for any such claim or demand, and pay or satisfy any judgment that may be rendered against OFFICE in any such action, suit, or legal proceedings or the result thereof. Nothing herein provided shall be construed to require SUBCONTRACTOR to hold harmless or indemnify OFFICE for liability or damages resulting from the negligence or willful act or omission of OFFICE or its officers, agents, or employees.

31. Nondiscrimination Requirements

- 31.1. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor Office and its SUBCONTRACTORS shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and SUBCONTRACTORS shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and SUBCONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its SUBCONTRACTORS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. During the performance of this agreement, SUBCONTRACTOR shall not deny the benefits specified under the terms of this agreement to any eligible child or family on the basis of religion, color, ethnicity, sex, age, physical or intellectual, developmental, or mental disability, nor shall it discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, gender, sexual orientation, or gender identity.
- 31.2. SUBCONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated there under (California Administrative Code, Title 2, Section 7285.3 et seq.), the provisions of Article 9.5, Chapter 1 Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding agency to implement such article.
- 31.3. SUBCONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the OFFICE upon reasonable notice at any time during regular business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said agency shall require to ascertain compliance with this clause.
- 31.4. SUBCONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining agreements or other Memorandums(a) of Understanding.

32. Nepotism Prohibition

SUBCONTRACTOR shall not employ, hire, or otherwise compensate, directly or through contract, any member of the board of directors or any immediate family member of any member of the board of directors. Nor shall any SUBCONTRACTOR employ, hire, or otherwise compensate, directly or through contract, any individual occupying control over the SUBCONTRACTOR's fiscal affairs when such individual's immediate family is employed in an administrative capacity or is a member of the governing board. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, or relative by marriage of comparable degree; the term "administrative capacity" means a position having responsibilities relating to the selection, hiring, or supervising of employees.

No person shall directly supervise a member of his/her immediate family to include wife, husband, son, daughter, mother, father, brother, sister, or relative by marriage of comparable degree.

SUBCONTRACTOR understands that the California Political Reform Act of 174 ("PRA") prohibits public officials from participating in making or in any way attempting to use his/her official position to influence a decision of OFFICE in which he/she has a financial interest. The SUBCONTRACTOR further understands violation of the PRA may lead to potential civil and criminal penalties should the SUBCONTRACTOR participate in making or any way attempting to use his/her official position to influence a decision of OFFICE in which he/she has a financial

interest. California Government Code section 82048 defines the term “public official” for purposes of the PRA as “every member, officer, employee, or consultant of a state or local government agency.”

33. Drug-Free Workplace Act

SUBCONTRACTOR certifies that it will provide a drug-free workplace as mandated in the Drug-Free Workplace Act of 1988 (45 CFR Part 76, Subpart F).

34. Americans with Disabilities Act

SUBCONTRACTOR certifies that it shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.

35. Child Support Compliance

SUBCONTRACTOR acknowledges that (a) it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

36. Trafficking Victims Protection Act

This agreement is subject to the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104).

37. Clean Air Act and Federal Water Pollution Control Act

This agreement is subject to the applicable requirements of the Clean Air Act (42 USC 7401-7671(q)) and Federal Water Pollution Control Act as amended (33 USC 1251-1387).

38. Licenses and Standards

SUBCONTRACTOR assures that all required Federal, State, and Local Government licenses, standards, and procedures are maintained during the provision of services stipulated in this agreement.

39. Liability of SUBCONTRACTOR Negligence

SUBCONTRACTOR shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards of the Early Education profession and shall be liable for its own negligence and the negligent act of its employees, agents, contractors, and SUBCONTRACTORS. Except as set forth in this agreement, OFFICE shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to SUBCONTRACTOR or its employees, agents, contractors, and SUBCONTRACTORS.

40. OFFICE'S Right of Retention

OFFICE shall become the owner of, and entitled to exclusive possession of all records, documents, graphs, photographic, or other reproductions of any kind produced in the scope of services performed and no other

uses thereof will be permitted except by permission of OFFICE. Proprietary materials will be exempted from this clause.

41. Amendment/Alteration of Agreement

- 41.1. The terms and conditions of this agreement are subject to approval and possible amendment by state and/or federal agencies having jurisdiction over program and funding. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in this agreement shall be binding on either party.
- 41.2. If SUBCONTRACTOR makes programmatic or fiscal adjustments outside the conditions of this agreement and without proper amendment to this agreement, it does so without assurance that such actions will be approved later by OFFICE or EED.

This agreement is the complete and exclusive statement of the mutual understanding of the parties and this agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the agreement.

In witness whereof, OFFICE and SUBCONTRACTOR have executed this agreement this 1st day of July, 2024.

COMMUNITY ACTION PARTNERSHIP KERN:

SAN JOAQUIN COUNTY OFFICE OF EDUCATION:

JEREMY TOBIAS,
CHIEF EXECUTIVE DIRECTOR

TROY A. BROWN, Ed.D.
COUNTY SUPERINTENDENT OF SCHOOLS

By: Warren Sun, Division Director
Operations and Support Services

Signature

Signature

Date

Date

• Project Manager Authorization •

Total Contract Amount: \$ 255,528

Budget Account Number: 12- 6105-0-8500-1000-5809-700-7765 = \$25,000

Budget Account Number: 12-6105-0-8500-1000-5100-700-7765 = \$230,528

Budget Account Number: 12-5025-0-8500-1000-5100-700-7752 = \$0

Project Manager's Signature

Date

• Certification Regarding Debarment, Suspension, or Ineligibility

The SUBCONTRACTOR certifies that the SUBCONTRACTOR, and any of its Principals, independent contractors, and/or SUBCONTRACTORS:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 (above) of this section; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Project's Manager Signature

SUBCONTRACTOR Signature

• Fingerprinting Certification •

I hereby certify that the **SUBCONTRACTOR** for this project will have contact with students, unsupervised by OFFICE. A certification of criminal background check is attached.

Project Manager's Signature

Date

• San Joaquin County Office of Education •

Contract Manager's Signature

Date

Contractor Certification of Criminal Background Check

Community Action Partnership Kern certifies that pursuant to Education Code 45125.1, it has conducted criminal background checks, through the California Department of Justice, on all employees providing services to the San Joaquin County Office of Education, pursuant to the contract/purchase order dated July 1, 2024 and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 1, 2024
Date of Agreement

Community Action Partnership Kern
Name of Business

Signature of Contractor/Consultant

Title of Person Signing Certification

ATTACHMENTS:

1. Attachment A – CDE Earnings Projection Sheet
2. Attachment B –Required Documentation and Submission Timelines

CAPK CDE Projection Worksheet -Proposed
2024-25

Contract	CSPP
CDE	5,200.0000
Rate	\$ 49.14
MRA	\$ 255,528
Family Fees	\$ 500
Contract to Earn	\$ 256,028
CDE's needed	5,209

[illegible]

Monthly Projected CDE	499.800	523.600	476.000	547.400	428.400	452.200	499.800	428.400	499.800	523.600	499.800	452.200	5,331.200
Projected Vacancy Rate:													10.000000%
Net Projected CDE	449.820	471.240	428.400	492.660	385.560	406.980	449.820	385.560	449.820	471.240	449.820	406.980	5,247.900
Monthly Projected Earnings	\$ 22,104	\$ 23,157	\$ 21,052	\$ 24,209	\$ 18,946	\$ 19,999	\$ 22,104	\$ 18,946	\$ 22,104	\$ 23,157	\$ 22,104	\$19,999	\$ 257,881

Attachment B: Required Documentation and Submission Timelines

Fiscal (F)/ Program (P)		Description	<u>On File</u> Partner (PA) ChildPlus (CP) Google Drive (G)	Submit via email to	Submission Dates
Fiscal					
F	1	Documentation of insurance policies and Contracts: facilities, providers, consultant services, and health/disabilities services or others as needed	PA		Prior to the first day of the program start, within 5 business days of changes
F	2	Current non-profit status, as applicable (990 form)	PA		Prior to the first day of the grant year
F	3	Facility Maintenance Matrix		SJCOE Fiscal Coordinator	Integrated, Head Start (HS) By August 1 st
F	4	Budget Revisions due upon request for changes in contract amounts		SJCOE Fiscal Coordinator	HS By the October 15 th * Provisions Apply - see 4.1 & 4.2 Integrated By the October 15 th * Provisions Apply - see 4.1 & 4.2 By the April 15 th * Provisions Apply - see section 7 CCTR, CSPP By the April 15 th * Provisions Apply - see section 7
F	5	CalPERS/CalSTRS Retirement Reporting (if applicable)		Accounts Payable	Within 5 business day of every month

F	6	Copies of all Inter-Agency Partnership Agreements		Head Start Director/ SJCOE Fiscal Coordinator	Integrated Within 10 business days of entering into the agreement
F	7	Copy of CACFP/NSLBP reimbursement claims.	PA		Within 10 business days of every month for the month prior
F	8	Copy of CACFP/NSLBP review reports, proposed corrective action plans if applicable, and any correspondence.		SJCOE Fiscal Coordinator	Within 10 business days of receipt
F	9	Non-Federal Share Monthly Summary Report		SJCOE Fiscal Coordinator/ Account Specialist	Integrated, HS By the 15 th business day of every month for the month prior
F	10	Agency Claim/Invoice and supporting documentation for expenditures (Revenue - CCTR/CSPP) (Separate HS and EHS Basic and any other type of one-time funding amounts identified in this or amendments to this agreement - HS)		SJCOE Fiscal Coordinator/ Account Specialist	By the 15 th business day of every month
F	11	Inventory Report: (purchase cost of \$5,000 or more) and (purchase cost of \$500-\$4,999)		SJCOE Fiscal Coordinator/ Account Specialist	Integrated, HS By the March 15 th and August 15 th CCTR, CSPP By the August 15 th
F	12	Fiscal Year Agency-Wide Audit and Management Letter		SJCOE Fiscal Coordinator	Within 5 business days of receipt
F	13	Final Agency Invoice		SJCOE Fiscal Coordinator/ Account Specialist	Integrated, HS By the March 15 th for the prior fiscal year CCTR, CSPP By the September 15 th for the prior fiscal year

F	14	Enrollment and Attendance Reporting (confirmation of End of Month Enrollment, daily attendance entry, submission of CD 9500 Report)	PA CP	SJCOE Account Specialist	Sign-in/out on file at Partner Attendance and Enrollment on file in ChildPlus CCTR, CSPP CD 9500 Report due by the 3 rd business day of the month for the prior month
Program					
P	1	Personnel Files: all documents required by CCLD, ACF/Head Start Act, HSPPS, and/or funding agencies	PA		Upon hire of employee and updated as changes occur
P	2	Personnel information is entered and maintained in the database (general, employment, education, requirements)	CP		Prior to the first day of the program start date Upon the hiring of new staff
P	3	Written notification of any high-risk incident that occurs, including those that endanger the life of any enrolled child, have the potential to create negative publicity or press, or give rise to the need to submit an Unusual Incident or Accident Report (LIC 624), a Suspected Child Abuse Report or any other mandated report		Division Director - EES Director - ECE Director - HSSJ	Within 24 hours
P	4	Written notification of any review, investigation, or visit by a regulatory agency or any situation possibly triggering punitive action such as, but not limited to CCLD revocation of any child care center license; suspension or revocation of contract, services or funding by CDE or other federal or state agency; debarment of staff governing board member, program agency, or contract representative by CACFP or NSLBP or other federal or state agency; intent to declare bankruptcy; identified fraud, whistle-blower, or		Division Director - EES Director - ECE Director - HSSJ	Within 24 hours

		other misuses of funds, service, or conflict of interest complaint or investigation			
P	5	Child and Family Participant Record and File: registration and eligibility documentation	PA CP		Upon completion of registration and eligibility determination
P	6	Documentation of agency Professional Development Plan that reflects the use of monitoring results and completed Program Self Evaluation (PSE) documents/activities and other components as applicable/requested.		HSSJ T/TA Program Manager ECE Program Manager	By the May 1 st for the subsequent program year
P	7	Copies of the Program Year Calendar that includes open/closed days, instructional days, and minimum days.	G		By the May 1 st for the subsequent program year
P	8	Copies of Staff and Parent Handbooks	G		By the May 1 st for the subsequent program year Within 5 business days of any changes or updates
P	9	Governing Board Approved Personnel and Program Policies	PA		Available for review prior to the first day of the program start
P	10	Current Employee/Personnel Roster funded through the contract (in part or fully), including titles, pay rate, and assigned location.	G		Prior to the first day of the program start Within 5 business days of changes or updates
P	11	Staffing Patterns for each classroom demonstrating classroom coverage including employee name and position, start/end times, and break/lunch times.	G		Prior to the first day of the program start Within 5 business days of changes or updates
P	12	Emergency Preparedness Plan for the agency, including each funded site and a LIC 610 Form for each funded site	G		Prior to the first day of the program start Within 5 business days of changes or updates

P	13	Copy of new and updated Center Licenses	G		New licenses- upon receipt and prior to the facility serving enrolled children Updated licenses- Prior to the first day of providing services to children
P	14	Completed Health and Safety Screeners for each funded site/classroom	G		Integrated, HS Prior to the first day of providing services to children
P	15	Written procedures and policies for self-monitoring of program and fiscal operations including but not limited to monitoring indicators, schedule, documentation of completed monitoring, tracking, follow-up on monitoring results	G		Prior to the first day of the program start
P	16	Evidence of professional development and site-level supervisory activities (ex. team meetings, reflective supervision support, or onboarding of new staff) such as communication plan, sign-in sheets, agendas, handouts	PA CP		Available for review by the 5 th business day of each month for the prior month
P	17	Daily sign-in and out sheets are completed (i.g., parents/guardians signed child(ren) in and out with full signature and exact time of arrival and departure), and attendance is entered into Child Plus using approved codes	PA		Daily
P	18	Personnel Report (LIC 500) forms that include all facility personnel assigned to the location and those who provide backup and support for the facility.		HSSJ T/TA Program Manager ECE Program Manager	By the 25 th business day of each month
P	19	Notification of personnel changes of all management staff, including site-level supervisors		Division Director - EES Director - ECE Director - HSSJ	Within 2 business days of the change

P	20	Active Supervision Plan with Zoning Maps and Daily Classroom Schedules	G		Within 30 days of the start of the program and within 5 business days of any changes
P	21	Documentation of agency-level meetings Board, Parent Advisory Committee (PAC), Policy Council (as applicable), including agendas, minutes, sign-in sheets, handouts (when applicable), and calendar showing dates, times, and locations	G		Meeting calendar showing scheduled events within 30 days of the program start Agendas, sign-in sheets, and handouts within 5 business days of meeting dates
P	22	Family Language Instrument and Family Interest Interview for each enrolled child is completed Preschool Language Information System (PLIS) report completed and submitted quarterly in accordance with CDE deadlines	G		Available for review within 30 calendar days of the child's enrollment date Screenshot of the confirmation of receipt page in PLIS is emailed by the report's due date
P	23	Program Self-Evaluation system that builds on the prior year's plan and details relevant activities and timelines throughout the current year	G		By August 2 nd Within 5 business days of any changes or updates
P	24	Family Support and Engagement Plan that details the services and strategies used to engage and support parents and families and Evidence of Implementation of the Plan, including agency/site schedules, agendas showing topics of discussion, sign-in sheets, and handouts	PA G		By the August 2 nd Within 5 business days of any changes or updates Evidence is available for review by the 5 th of each month following the event
P	25	CDD-801A Electronic Transfer Status Report	G		Integrated, CSPP, CCTR By the 20 th of the month for the prior month
P	26	Desired Results Developmental Profile (DRDP) including anecdotal notes documenting mastery over time and in different settings for each enrolled child, Parent Conferences schedule and	CP		Based on identified collection periods

		forms, and Goal Planning documentation (individually/classroom level)			
P	27	Evidence of a minimum of 2 educational home visits completed per family in compliance with established procedures and timelines	CP		Integrated, HS By the 5th business day of completion
P	28	Plan of Action for EESD Monitoring Reports requiring correction, including the plan detailing specific steps, responsible party, timeline, and evidence of completion in compliance with established procedures and timelines	CP		Based on timelines on each report and action plan
P	29	CDMIS Spreadsheet	G		Integrated, CSPP, CCTR By the 10 th day of August, November, February, and May
P	30	Reconciliation of Program Information Report (PIR) Data	CP		Integrated, HS, EHS Quarterly Final reconciliation by June 30 th of the program year
P	31	Child Health and Disability Prevention (CHDP) Program/Bright Futures History	CP		Integrated, HS, EHS Upon completion
P	32	Participation in the development and/or updating of the Annual Community Assessment		Head Start Coordinator	Integrated, HS, EHS Based on the annual community assessment schedule

Continued Funding – Supporting Documentation					
F	1	Head Start: Planned Program Approach Plan (PPAP) CCTR and CSPP: Projection Worksheets		SJCOE Fiscal Coordinator	Integrated, HS, EHS Preliminary PPAP October 15th for the subsequent program year Final PPAP - December 4th for the subsequent program year Integrated, CCTR, CSPP Preliminary Projection Worksheet April 1st for the subsequent fiscal year Final Projection Worksheet May 1st for the subsequent fiscal year
F/P	2	Supporting documents for continued refunding applications, including but not limited to: -timely responses to information requests from SJCOE -organizational chart -budgets for the next program year -calendar for the next program year -program narrative	G		Integrated, CCTR, CSPP September 30th CCTR, CSPP Two weeks before the submission date to the CDE or CDSS
P	3	Copies of all Job Descriptions for positions funded (in part and fully) through the SJCOE Cooperative Agreements	G		August 2nd of the program year Within 5 business days of changes or updates



MEMORANDUM

To: Board of Directors

From: Yolanda Gonzales, Director of Head Start/State Child Development

Date: June 26, 2024

Subject: *Agenda Item IV(c)*: San Joaquin County Office of Education (SJCOE) CCTR Annual Contract Renewal – **Action Item**

The Head Start and State Child Development Division is requesting approval from the Board of Directors to renew our contract with the San Joaquin County Office of Education (SJCOE) for General Child Care and Development Program (CCTR) funds. This funding supports the blending of CCTR funding with CAPK Early Head Start (EHS) funds to provide center-based services for children of families needing childcare for 8 hours or longer to work, attend school, or job training. The original contract and partnership with SJCOE began in September 2019.

This new agreement between the San Joaquin County Office of Education and Community Action Partnership of Kern to conduct activities of the General Child Care and Development program, is for the funding period of July 1, 2024, through June 30, 2025.

The amount of funding is \$2,788,764. The San Joaquin program is expecting to reach full enrollment and fully earn the contract in the new school year.

Recommendation

Staff recommends the Board of Directors approve with resolution the renewal of the San Joaquin County Office of Education CCTR contract for the SJC EHS program for the July 1, 2024, through June 30, 2025, funding period and authorize the Chief Executive Officer to execute the contract and any amendments throughout the duration of the contract term.

Attachments:

Resolution #2024-09

SJCOE CCTR 2024-25 Contract



RESOLUTION #2024-09

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the 2024-2025 San Joaquin County Office of Education Contract

The Board of Directors of Community Action Partnership of Kern, met on June 26, 2024, at a regularly scheduled meeting, at 1300 17th Street, Conference Room 1B, Bakersfield, CA 93301, and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly, and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the San Joaquin County Office of Education has offered to renew our General Child Care Contract (CCTR) for the 2024 – 2025 fiscal year; and

WHEREAS, The Head Start and State Child Development Division is requesting to renew the contract for \$2,788,764 to serve 144 children in San Joaquin County; and

WHEREAS, the San Joaquin County Office of Education requires that an authorized signatory be named for the funding contract; and

NOW, THEREFORE, be it resolved that the Board of Directors hereby authorize the Chief Executive Officer to act on behalf of the Board as CAPK’s representative signatory with regard to the San Joaquin County Office of Education contract and further amendments as required.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 26th day of June 2024.

Fred Plane, Chair
CAPK Board of Directors

Date



COOPERATIVE AGREEMENT

This agreement, by and between the San Joaquin County Office of Education, hereinafter referred to as OFFICE, and Community Action Partnership Kern headquartered at 1300 18th St., Ste. 200, Bakersfield, CA 93301, hereinafter referred to as SUBCONTRACTOR, is for the purpose of conducting activities of the General Child Care and Development program (CCTR) during the period of July 1, 2024 through June 30, 2025. Funding to OFFICE is provided by the California Department of Social Services, hereinafter referred to as CDSS. Agreement and funding are contingent upon availability of funds.

All attachments referenced in this agreement are hereby incorporated in the agreement.

1. Funding Authority

Funding for this contract is authorized under General Child Care and Development program – CCTR-4TBD.

2. Maximum Reimbursable Amount (MRA)

SUBCONTRACTOR agrees to carry out those responsibilities assigned to it by this agreement for a maximum of **\$2,788,764** of state contract funds.

Maximum administrative rate is **8.5%** of allowable expenditures.

3. Service Requirements

To be eligible to receive the maximum reimbursable amounts listed in section 2, SUBCONTRACTOR is required to earn **57,100.0** of net child days of enrollment (CDE) as specified in Attachment A, CDE Earnings Projection Worksheet, which is attached, and by the reference made part of this agreement. “Net” is defined as Total CDE earned less the CDE necessary to earn the family fees collected. Should CDSS provide a “Hold Harmless” period, earnings requirement will be adjusted accordingly.

SUBCONTRACTOR is contracted to serve the total number of children for the minimum days of operation and sites stated therein, with any proposed changes approved by in advance by OFFICE.

4. Reimbursement Rate

The rate at which SUBCONTRACTOR shall be reimbursed for each eligible net adjusted CDE is **\$48.84**.

The rate at which the collected family fees shall be earned is **\$54.93**.

5. Minimum Days of Operation (MDO)

SUBCONTRACTOR is required to operate the minimum number of days as specified in Attachment A which may not be less than 98% of **245**. Any changes to the approved MDO must be requested of and approved by OFFICE. Upon approval of any changes to MDO, notification will be provided to all affected families within 24 hours.

6. Maximum Dollar Allocations

All dollar allocations in this agreement are maximum amounts. They may be reduced by OFFICE, if necessary, to match approved budgets, actual SUBCONTRACTOR earnings, minimum days of operation, and expenditures, or for failure to perform or meet standards or regulations. A review will be held after the submission of the

December invoice to determine if reductions to the funded amounts should be amended.

7. Budget Revisions

A budget revision from one category to another requires prior written approval from OFFICE if the sum involved exceeds 10% of the category to be increased or decreased or \$50,000, whichever amount is smaller. Any budget change in equipment if \$5,000 or more or construction/renovation if \$7,500 or more, requires prior written approval from OFFICE and CDSS. Should prior CDSS approval be required, SUBCONTRACTOR must submit to OFFICE a description of the need for the purchase, three quotes for the purchase, the recommended vendor from the submitted quotes, and a completed CD2703 form. No purchase can occur until the approval from CDSS is received by OFFICE.

All budget revisions must be submitted in writing to and approved by OFFICE prior to any expenditure. All written requests must follow established procedures using the process established by OFFICE. A written rationale for revisions must also be included with this request. Budget revisions will not be accepted from SUBCONTRACTOR after April 15 of the contract term.

8. Budget and Narrative

All funds to be awarded under this agreement shall be requested by SUBCONTRACTOR and approved by OFFICE prior to the commitment of expenditures using the required formats for budgets, approved CDE Earnings Projection Worksheets, and supporting narratives that shall be supplied by OFFICE.

Approved budgets are attached to this agreement as Attachment B.

9. Program Earnings

SUBCONTRACTOR may earn and receive all of its MRA if it generates 100% of specified CDE, maintains at least 95% of monthly average daily attendance (ADA), operates at least 98% of approved MDO, and spends 100% of the amount earned. For any deviations beyond the approved levels specified, SUBCONTRACTOR earnings will be reduced on a prorated basis.

10. Compliance

SUBCONTRACTOR shall conduct all phases of program operation in accordance with OFFICE, CDSS Community Care Licensing Division (CCLD) and other applicable rules, regulations, and mandates, and consistent with OFFICE program goals and objectives. OFFICE retains the authority to determine whether SUBCONTRACTOR meets standards with respect to program, administrative, financial management, and other requirements. To this end, the OFFICE retains the authority to conduct announced and unannounced agency and site visits and review electronic data sources at any time. Serious violations of the requirements or failure to correct any identified deficiencies in a timely manner, as determined by OFFICE, may result in suspension or termination of the agreement with or without advanced notice depending on the severity of the violation.

When Federal, State, local, or OFFICE requirements vary from each other or SUBCONTRACTOR's requirements, the most stringent provision(s) take precedence.

OFFICE expects SUBCONTRACTOR to achieve successful outcomes for all enrolled children and families through the provision of high-quality, comprehensive services by well-trained and supported staff. Furthermore, OFFICE expects SUBCONTRACTOR to respond to communication and submit required invoices and reports, and requests for information, clarification and/or documentation in a timely, accurate manner.

SUBCONTRACTOR demonstrates commitment to providing a high-quality program by:
(1) participating in the Quality Rating and Improvement System (QRIS) program.

- (2) effectively addressing issues related to culture, diversity, and equity.
- (3) fostering relationships, interactions, and guidance at all levels.
- (4) engaging families and communities.
- (5) including children with disabilities or other special needs.
- (6) promoting health, safety, and nutrition.
- (7) assessing children's development and learning.
- (8) intentionally planning the learning environment and curriculum.
- (9) supporting professionalism and continuous learning; and
- (10) effectively administering programs and supervising staff.

All activities authorized by this agreement shall be performed in accordance with the approved budgets, agreement terms and conditions, and all relevant OFFICE and CDSS directives.

SUBCONTRACTOR certifies it has and will maintain the capacity to provide ethical and high quality early care and education services by employing staff who are trained, supported, and monitored in implementing identified best practices in education, health, safety, nutrition, and social-emotional services to children ages birth to compulsory school-age and their families as indicated appropriate by National Association for the Education of Young Children (NAEYC).

11. Food Program

SUBCONTRACTOR assures that all eligible CCTR enrolled children shall also be enrolled in the Child and Adult Care Food Program (CACFP) or the National School Lunch/Breakfast Program (NSLBP), that appropriate filing for reimbursement shall be made and that all food program revenue shall be reported to OFFICE on the monthly SUBCONTRACTOR Agency Claim as it is received by SUBCONTRACTOR. The final SUBCONTRACTOR Agency Claim shall include the amount of revenue earned if the reimbursement has not yet been received by SUBCONTRACTOR.

SUBCONTRACTOR shall also provide to OFFICE a copy of the CACFP or NSLBP review report, proposed corrective action plan, and all related correspondence within 10 calendar days of receipt of the report or correspondence.

SUBCONTRACTOR shall notify OFFICE by telephone within 24 hours and provide a copy within 10 calendar days of receipt of any termination notices related to CACFP/NSLBP services.

Failure to maintain the agency's CACFP/NSLBP contract without deficiencies may be grounds for termination or non-renewal of this agreement.

12. Facility Licenses and Standards

SUBCONTRACTOR assures that all children shall be located in centers licensed through California Department of Social Services Community Care Licensing Division (CCLD), that all CCLD licenses shall be maintained as active status with CCLD, a copy of current, active CCLD license shall be displayed in SUBCONTRACTOR's centers, and that copies of all current center licenses shall be on file in SUBCONTRACTOR office and copies of new center licenses shall be submitted to OFFICE prior to the first day children are present.

SUBCONTRACTOR shall maintain operational accessibility to all CCLD licensed space in accordance with American with Disabilities Act (ADA) standards and as determined appropriate by CCLD and Fire Marshall.

SUBCONTRACTOR shall ensure and maintain evidence of installation, maintenance, and operation of age-appropriate indoor and outdoor equipment and facilities meeting CCLD, ADA, and California Playground Safety (centers only) standards and regulations.

SUBCONTRACTOR shall notify identified representative of OFFICE within 24 hours of the filing of any Unusual

Incident Report and provide copies of any written documents related to the incident within 2 business days of reporting.

SUBCONTRACTOR shall notify identified representative of OFFICE within 24 hours of receipt of any report when cited by any regulatory agency including those that may result in the assessment of a fine or serious non-compliance designation including any deficiency or revocation of license, contract, or agreement.

SUBCONTRACTOR shall provide copies of any written documents related to each incident within 2 business days of the citation or receipt of additional documentation after the original citation.

No funds awarded under this agreement may be used to pay fines resulting from CCLD violations, other regulatory agency citations, costs of legal, consulting and accounting services incurred in prosecution of claims against the state or OFFICE, or bad debts, including losses arising from uncollectible accounts and any related legal costs.

Failure to meet CCLD requirements and maintain CCLD active license status may be grounds for reduction, non-renewal, or termination of this agreement.

13. Insurance/Incorporation Requirements

- 13.1. SUBCONTRACTOR shall have on file evidence of incorporation (if applicable), all pertinent insurance policies, fidelity bonds, and other coverage required by federal, state, and/or local regulations. In addition, child maltreatment coverage shall be in force during the entire term of this agreement.
- 13.2. SUBCONTRACTOR shall provide evidence that liability insurance at a limit of not less than \$5,000,000 with no exclusions for child abuse and/or child molestation, is kept in force during the entire term of this agreement. Failure to maintain liability insurance in the limits stated above is grounds for immediate termination of this agreement.
- 13.3. SUBCONTRACTOR shall ensure that contracts with third party entities for the digital storage, management, and retrieval of child records include the requirements of AB 1584 (Ed Code section 49073.1) and require Cyber Liability Insurance for the duration of this agreement with a minimum of \$1,000,000. Should such SUBCONTRACTOR fail to provide the required cyber insurance, SUBCONTRACTOR is responsible for procuring and maintaining such policy.
- 13.4. SUBCONTRACTOR shall list OFFICE as additionally insured on the Liability and Cyber Liability Insurance policy.
- 13.5. SUBCONTRACTOR shall purchase and maintain child accident insurance coverage for all children enrolled.
- 13.6. SUBCONTRACTOR shall purchase and maintain Directors and Officers Insurance in the amount of at least \$1,000,000 per incident/ \$1,000,000 in aggregate. (Not applicable to school districts that are self-insured.)

14. Mileage Reimbursement and Out-of-Area Travel

SUBCONTRACTOR shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to CDSS's non-represented employees computed in accordance with California State Department of Personnel Administration regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.

15. Required Reports/Documents

SUBCONTRACTOR agrees to submit to OFFICE or have on file such reports and other program data as may be required by CDSS, CCLD, or OFFICE in accordance with indicated timelines, including but not limited to the items listed on Attachment C – Required Documentation and Submission Timelines.

Failure of SUBCONTRACTOR to submit and/or have available on file any of the reports listed in Attachment C in a complete, accurate, and timely manner may be sufficient cause for OFFICE to delay payment of any or all funds then due SUBCONTRACTOR until such time as the required reports are submitted or available to and accepted by OFFICE.

SUBCONTRACTOR **must use** the designated, mandatory forms, software, data management systems, policies, and procedures selected by OFFICE unless an approved waiver is on file. A waiver may be requested in writing using OFFICE's established procedure. Approval must be granted prior to the SUBCONTRACTOR's implementation of waived material. OFFICE is under no obligation to approve requested waiver(s).

16. Internal Controls

SUBCONTRACTOR shall perform its fiscal duties utilizing adequate internal controls, including appropriate segregation of duties and full implementation of the identified accounting software and related written agency procedures.

SUBCONTRACTOR shall include appropriate safeguards to detect fraudulent activities in the program areas of, but not limited to, enrollment and fiscal procedures.

SUBCONTRACTOR shall ensure that all financial information used for reporting and planning are complete, accurate, and produced in the most efficient manner in which reliance on manually calculated amounts are minimized or eliminated.

17. Meetings with SUBCONTRACTOR and Site Visits

Regular meetings with SUBCONTRACTOR management staff shall be hosted and facilitated by OFFICE and attended by SUBCONTRACTOR. OFFICE shall also make site visits as deemed necessary to monitor and implement provisions of this agreement. Such site visits may be scheduled in advance or unannounced.

18. Annual Program Evaluation

18.1. OFFICE and SUBCONTRACTOR shall annually conduct a Program Evaluation to assess compliance and quality. The documents and procedures to be used shall be designated by OFFICE.

18.2. Training shall be provided by OFFICE to key SUBCONTRACTOR staff, parents, board members, and community SUBCONTRACTORS who will participate as part of the Program Evaluation process.

18.3. SUBCONTRACTOR will establish and maintain a physical and/or electronic Compliance Monitoring Review box that includes all required information, documents, and files for each classroom/site that is available for review at any time.

18.4. SUBCONTRACTOR understands and agrees that SUBCONTRACTOR shall be responsible to develop a written plan outlining strategies for corrective actions for each noncompliance item, and that failure to develop and implement such a plan may result in OFFICE not offering an agreement to SUBCONTRACTOR in ensuing years.

19. Participation in OFFICE functions

SUBCONTRACTOR agrees to participate in OFFICE coordinated meetings, trainings, events, and other functions that are consistent with the goals of the program or necessary for the OFFICE to discharge its responsibility to CDSS. OFFICE shall provide guidance to SUBCONTRACTOR in the conduct of activities provided under this agreement. OFFICE shall also make announced and unannounced site visits as deemed necessary to implement provisions of this agreement.

20. Maintenance of Records

- 20.1. SUBCONTRACTOR shall prepare and maintain appropriate fiscal, programmatic, management, personnel, property, and other records that may be required by relevant regulatory directives.
- 20.2. SUBCONTRACTOR shall maintain all financial records and supporting documentation according to generally accepted accounting principles for public agencies and/or non-profit organizations.
- 20.3. SUBCONTRACTOR shall permit OFFICE and/or agents of CDSS to review, evaluate, and/or audit said records as deemed necessary for purposes of monitoring compliance with this agreement.
- 20.4. All records shall be stored maintained securely for a minimum of five years after completion of the agreement period.

21. Property Management

- 21.1. Title to equipment and/or supplies purchased with OFFICE funds vests with the SUBCONTRACTOR only so long as this agreement is in effect. Upon termination of this agreement, title to all equipment and remaining supplies shall revert to the OFFICE in trust for CDSS.
- 21.2. Property, equipment, and/or supplies purchased on behalf of SUBCONTRACTOR by OFFICE that would be subject to inventory provisions if purchased by SUBCONTRACTOR must be included in SUBCONTRACTOR inventory records with notation of any items purchased by OFFICE.
- 21.3. A control system must be maintained to ensure adequate safeguard to prevent loss, damage, or theft (any loss, damage, or theft must be investigated) and adequate maintenance procedures must be developed to keep equipment in good condition.
- 21.4. A perpetual property inventory shall be maintained by SUBCONTRACTOR containing the following minimum information for all equipment and supplies with a purchase price of at least \$500 and a useful shelf life of over 1 year that were purchased with CDSS funds:
 - Description, including intended use and estimated useful life.
 - Manufacturer's serial number or identification number.
 - Asset number.
 - Acquisition date.
 - Original cost.
 - Vendor name and address.
 - Source(s) of funding used to purchase.
 - Percent of CDSS funds used to purchase item.
 - Location of item.
 - Condition.
 - Ultimate disposition data (including date of disposal and sale price, if applicable).

- 21.5. A physical inventory must be completed annually. Discrepancies between physical inventory and property records shall be noted and any differences shall be reconciled. Said inventory shall be submitted to OFFICE no later than 45 calendar days after the program fiscal year ends.
- 21.6. The CDSS definition of equipment purchased with subcontract funds shall apply to all property. Any unit of equipment with a purchase cost of \$5,000 or more, including all cost associated with purchase, and having a useful life of one year or more and purchased with CDSS funds shall have prior written authorization from OFFICE. Any request for the purchase of equipment of \$5,000 or more shall include 3 price quotes. All equipment purchases of \$5,000 must be approved by CDSS prior to purchase.
- 21.7. Written approval must be given by OFFICE in order for SUBCONTRACTOR to dispose of any item with a current per unit fair market value of \$1,000 or more and having a useful life of more than one year.

22. SUBCONTRACTOR Payment

Funds shall be disbursed to SUBCONTRACTOR according to the following schedule, subject to the receipt of funds by OFFICE.

- 22.1. SUBCONTRACTOR may have funding advance payments available for the months of July, August, and September. In order to receive the advance payments, individual monthly invoices for the amount of child days of enrollment projected to be earned as provided in Attachment A multiplied by the rate in Section 4 and shall be filed by the date of full execution of this agreement.
- 22.2. Any actual under- or over-earning of child days of enrollment realized for July, August, and September adjusted for family fees collected will be included in the October claim through the year-to-date figures on the OFFICE provided invoice template.
- 22.3. SUBCONTRACTOR shall file a monthly Agency Invoice with supporting documentation of actual child days of enrollment earnings, family fees collected, and expenditures with OFFICE no later than the 15th of the month following the activities reported.

Each invoice will include only the accurate and true amounts from SUBCONTRACTOR's accounting and child data management records and shall not include any late fees charged by any vendor, regulatory agency, or financial institution.

Should an extension for submission of the monthly invoice be necessary, a request should be made to the Coordinator – Business Services before the due date. For invoices for the months of September, December, March, and June no extensions can be granted due to report filing deadlines.

- 22.4. Upon the receipt and approval of each monthly invoice submitted by SUBCONTRACTOR, the OFFICE shall reimburse SUBCONTRACTOR claim. Total reimbursements shall not exceed the specified Maximum Reimbursable Amount as allocated in Section 2.0.
- 22.5. OFFICE reserves the right to refuse payment of any claim, or any final payment due SUBCONTRACTOR until OFFICE is satisfied SUBCONTRACTOR has fulfilled all of its obligations under this agreement, including filing of all required reports and correction of audit or program compliance findings or deficiencies. Payment shall not be unreasonably withheld, and any amounts will be consistent with the nature of the unfulfilled obligation or deficiency.
- 22.6. A final adjustment of payments, based upon actual earnings and expenditures, shall be made by OFFICE no later than 60 days after the close of the program year. Any overpayment to SUBCONTRACTOR shall be refunded to OFFICE within 15 calendar days of notification.

- 22.7. SUBCONTRACTOR shall submit all final invoices as required in Section 15 and Attachment C.
- 22.8. SUBCONTRACTOR shall have and adhere to a board adopted policy prohibiting interfund loans using contract funds.
- 22.9. The consideration paid to SUBCONTRACTOR, as provided in this agreement, is the full compensation for all SUBCONTRACTOR's expenses incurred in the performance of this agreement. SUBCONTRACTOR must be reimbursed for actual costs that are necessary, allowable, reasonable, and allocable to the performance of this agreement.

23. CalPERS/CalSTRS Retirement Reporting

1. Is the SUBCONTRACTOR an employee of the OFFICE? Yes ☐ No ☐
2. Have any SUBCONTRACTOR employees previously been employed by the OFFICE? Yes ☐ No ☐
3. Are any SUBCONTRACTOR employees a California Public Employees Retirement System (CalPERS) or California State Teachers Retirement System (CalSTRS) member? Yes ☐ No ☐
- If yes, which system? CalPERS ☐ CalSTRS ☐
4. Are any SUBCONTRACTOR employees or subcontractors a CalPERS or CalSTRS retiree? Yes ☐ No ☐
- If yes, which system? CalPERS ☐ CalSTRS ☐

24. Staff/Child Ratios

SUBCONTRACTOR assures that staff/child ratios shall be maintained per applicable regulations determined by source of program funds. The most restrictive applicable regulations shall apply to all children served at the same time.

Source of Program Funds

Applicable Regulations

CDSS Funds Only

Title 5 and Title 22

Head Start and CDSS

Title 5, Title 22, and Head Start Performance Standards

25. Audit Requirements

- 25.1. SUBCONTRACTOR's financial and business activities, procedures, and records shall be audited annually by an independent Certified Public Accountant. Such audit shall be conducted in accordance with applicable federal and state laws, regulations, and audit guidelines. Audit shall be paid for by SUBCONTRACTOR. Such audit costs may be included in SUBCONTRACTOR budget.
- 25.2. SUBCONTRACTOR agrees to timely correction of all audit findings related to the performance of this agreement, if any, to the satisfaction of the OFFICE and ACF. Corrective procedures recommended in the audit report will be reviewed by OFFICE with SUBCONTRACTOR, and a deadline date for implementation shall be established by OFFICE. Failure to correct audit deficiencies in a timely manner may result in OFFICE withholding payments to SUBCONTRACTOR or termination or non-renewal of this agreement.

- 25.3. SUBCONTRACTOR shall be responsible for any monetary losses as the result of any audit exception or disallowance caused by, or as a result of, SUBCONTRACTOR's lack of performance as required by this agreement.
- 25.4. SUBCONTRACTOR shall provide OFFICE with an electronic copy of the audit report and associated management letter(s) within 3 calendar days of receipt and acceptance of said report from auditors.

26. Subcontracting

- 26.1. No portion of the program operations or of program funds shall be subcontracted, used to jointly operate a different program with another agency, or otherwise contracted by SUBCONTRACTOR without prior written authorization from OFFICE.
- 26.2. All subcontracts are subject to audit as required by OFFICE.
- 26.3. The SUBCONTRACTOR, its agents, and employees, in the performance of a subcontract, are acting in an independent capacity and not as officers, agents, or employees of OFFICE or CDSS.
- 26.4. SUBCONTRACTOR agrees to indemnify and hold harmless the OFFICE, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, SUBCONTRACTORS, material-men, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by the SUBCONTRACTOR in the performance of this agreement.
- 26.5. The SUBCONTRACTOR, and the agents and employees of the SUBCONTRACTOR, in the performance of the subcontract are acting in an independent capacity and not as officers, employees, or agents of the OFFICE.
- 26.6. SUBCONTRACTOR shall include the nondiscrimination and compliance provisions of Section 36 of this agreement in all subcontracts to perform work under this agreement.

27. Annual Agreement Renewal

The completion of an agreement by SUBCONTRACTOR does not grant vested rights to subsequent agreements. SUBCONTRACTOR shall be notified of renewal criteria during the annual contract review process.

28. Savings Clause

Any provision of this agreement found to be in violation of federal or state statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this agreement.

29. Termination of the Agreement

29.1. Termination for Convenience

- a. SUBCONTRACTOR or OFFICE may terminate this agreement for any reason during the agreement term. The SUBCONTRACTOR or OFFICE shall notify the other of its intent to terminate the contract at least 30 calendar days prior to the date it intends to terminate the agreement.
- b. Within 15 calendar days from the date the SUBCONTRACTOR notifies the OFFICE of its intent to terminate the agreement, the SUBCONTRACTOR shall submit: (1) a current inventory of equipment and

supplies with a purchase price of \$500 or more and/or a shelf life of over one year purchased in whole or in part with agreement funds; (2) the names, addresses, and telephone numbers of all families served by the agreement; and (3) the names, addresses, and telephone numbers of all staff members funded by the agreement.

- c. The OFFICE shall only be obligated to compensate SUBCONTRACTOR for net reimbursable program costs in accordance with this agreement through the date of termination. There shall be no other compensation to the SUBCONTRACTOR. The OFFICE shall offset any monies the SUBCONTRACTOR owes OFFICE against any monies the OFFICE owes SUBCONTRACTOR under this agreement.

29.2. Failure to Perform

OFFICE may cancel this agreement by giving 30 calendar days written notice of termination to the SUBCONTRACTOR if SUBCONTRACTOR fails to comply with the terms and conditions of this agreement or if OFFICE determines that the performance of SUBCONTRACTOR under this agreement is not satisfactory. Performance may be considered unsatisfactory if:

- a. SUBCONTRACTOR has been determined to have one or more deficiencies in a single review conducted by OFFICE.
- b. SUBCONTRACTOR has any criminal or civil judgements levied against the agency.
- c. SUBCONTRACTOR has had one or more CCLD license revocation of operated child care centers;
- d. SUBCONTRACTOR has been suspended or terminated from any program or other funding source.
- e. SUBCONTRACTOR, principal, or Governing Board member has been debarred from receiving Federal or State funds from any Federal or State department or agency or has been disqualified from the either CACFP or NSLBP and has not received a waiver described in 2 CFR 180.135; or
- f. SUBCONTRACTOR has been determined within the preceding 12 months to be at risk of failing to continue functioning as a going concern or has filed for bankruptcy or agreed to a reorganization plan as part of a bankruptcy settlement.

In the event of such termination, the OFFICE may proceed with the work in any manner deemed proper by the OFFICE. All costs due to the OFFICE shall be deducted from any sum due the SUBCONTRACTOR under this agreement and the balance, if any, shall be paid to the SUBCONTRACTOR upon demand. Such cancellation shall be in accordance with applicable federal and state regulations.

29.3. Breach of Contract

If SUBCONTRACTOR materially breaches any provision of this agreement, the OFFICE may terminate this agreement by giving 30 calendar days written notice of termination to the SUBCONTRACTOR. Any one of the following specific actions by SUBCONTRACTOR shall constitute a material breach of this agreement. They include, but are not limited to:

- a. Noncompliance with the applicable laws, regulations, or agreement requirements.
- b. Submission of false, misleading, or erroneous information to the OFFICE.
- c. Failure to maintain required records.
- d. Administrative mismanagement.
- e. Board misconduct.
- f. Misuse of funds.
- g. Denial of access to authorized representatives of the OFFICE, CDSS, or any of their agents to all program-related or fiscal records during normal business hours.
- h. Lack of fiscal accountability.
- i. Unsatisfactory performance under terms and conditions of this agreement.
- j. Failure to complete and submit a timely audit of the prior year agreement.

29.4. Illegal Activities

- a. Fraud or conspiracy to defraud.
- b. Misuse of CDSS funds in violation of the applicable regulations.
- c. Embezzlement.
- d. Maintenance of an unsafe or unhealthy physical environment for children.
- e. Abuse or molestation of children.
- f. Failure to report suspected child abuse or molestation.
- g. Theft of supplies, equipment, or food.
- h. SUBCONTRACTOR is operating in violation of regulations creating imminent danger to the health and welfare of children, parents, and/or staff.
- i. Any other activity that is illegal and/or poses the threat of harm to enrolled children, their families, or staff.

29.5. Changes in State or Federal Regulations or Laws

If federal or state laws or regulations are changed to prohibit the performance of the OFFICE's obligations under federal or state grant by contracting with SUBCONTRACTOR, OFFICE may terminate this agreement upon 30 calendar day's written notice to SUBCONTRACTOR.

30. Hold Harmless Clause

The parties intend that an independent contractor relationship be created by this agreement and OFFICE assumes no responsibility for workers' compensation liability. OFFICE likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under the agreement.

SUBCONTRACTOR agrees to hold harmless and to indemnify OFFICE and the State of California, the officers, agents and employees of both OFFICE and State of California for any injury to person or property sustained by SUBCONTRACTOR or by any person, firm, or corporation employed directly or indirectly by the SUBCONTRACTOR or by any of the individuals participating in or associated with SUBCONTRACTOR, however caused; and any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of SUBCONTRACTOR or any person, firm, or corporation directly or indirectly employed by SUBCONTRACTOR upon or in connection with this agreement, or any of the participants arising out of or in the course of the term of this agreement, and SUBCONTRACTOR, at its own cost, expense, and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against OFFICE for any such claim or demand, and pay or satisfy any judgment that may be rendered against OFFICE in any such action, suit, or legal proceedings or the result thereof. Nothing herein provided shall be construed to require SUBCONTRACTOR to hold harmless or indemnify OFFICE for liability or damages resulting from the negligence or willful act or omission of OFFICE or its officers, agents, or employees.

31. Nondiscrimination Requirements

31.1. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its SUBCONTRACTORS shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and SUBCONTRACTORS shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and SUBCONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section

12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its SUBCONTRACTORS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. During the performance of this agreement, SUBCONTRACTOR shall not deny the benefits specified under the terms of this agreement to any eligible child or family on the basis of religion, color, ethnicity, sex, age, physical or intellectual, developmental, or mental disability, nor shall it discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, gender, sexual orientation, or gender identity.

- 31.2. SUBCONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated there under (California Administrative Code, Title 2, Section 7285.3 et seq.), the provisions of Article 9.5, Chapter 1 Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding agency to implement such article.
- 31.3. SUBCONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the OFFICE upon reasonable notice at any time during regular business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said agency shall require to ascertain compliance with this clause.
- 31.4. SUBCONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining agreements or other Memorandums(a) of Understanding.

32. Nepotism Prohibition

SUBCONTRACTOR shall not employ, hire, or otherwise compensate, directly or through contract, any member of the board of directors or any immediate family member of any member of the board of directors. Nor shall any SUBCONTRACTOR employ, hire, or otherwise compensate, directly or through contract, any individual occupying control over the SUBCONTRACTOR's fiscal affairs when such individual's immediate family is employed in an administrative capacity or is a member of the governing board. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, or relative by marriage of comparable degree; the term "administrative capacity" means a position having responsibilities relating to the selection, hiring, or supervising of employees.

No person shall directly supervise a member of his/her immediate family to include wife, husband, son, daughter, mother, father, brother, sister, or relative by marriage of comparable degree.

SUBCONTRACTOR understands that the California Political Reform Act of 174 ("PRA") prohibits public officials from participating in making or in any way attempting to use his/her official position to influence a decision of OFFICE in which he/she has a financial interest. The SUBCONTRACTOR further understands violation of the PRA may lead to potential civil and criminal penalties should the SUBCONTRACTOR participate in making or any way attempting to use his/her official position to influence a decision of OFFICE in which he/she has a financial interest. California Government Code section 82048 defines the term "public official" for purposes of the PRA as "every member, officer, employee, or consultant of a state or local government agency."

33. Drug-Free Workplace Act

SUBCONTRACTOR certifies that it will provide a drug-free workplace as mandated in the Drug-Free Workplace Act of 1988 (45 CFR Part 76, Subpart F).

34. Americans with Disabilities Act

SUBCONTRACTOR certifies that it shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.

35. Child Support Compliance

SUBCONTRACTOR acknowledges that (a) it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

36. Trafficking Victims Protection Act

This agreement is subject to the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104).

37. Clean Air Act and Federal Water Pollution Control Act

This agreement is subject to the applicable requirements of the Clean Air Act (42 USC 7401-7671(q)) and Federal Water Pollution Control Act as amended (33 USC 1251-1387).

38. Licenses and Standards

SUBCONTRACTOR assures that all required Federal, State, and Local Government licenses, standards, and procedures are maintained during the provision of services stipulated in this agreement.

39. Liability of SUBCONTRACTOR Negligence

SUBCONTRACTOR shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards of the Early Education profession and shall be liable for its own negligence and the negligent act of its employees, agents, contractors, and SUBCONTRACTORS. Except as set forth in this agreement, OFFICE shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to SUBCONTRACTOR or its employees, agents, contractors, and SUBCONTRACTORS.

40. OFFICE'S Right of Retention

OFFICE shall become the owner of, and entitled to exclusive possession of all records, documents, graphs, photographic, or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of OFFICE. Proprietary materials will be exempted from this clause.

41. Amendment/Alteration of Agreement

41.1. The terms and conditions of this agreement are subject to approval and possible amendment by state and/or federal agencies having jurisdiction over program and funding. No alteration or variation of the

terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in this agreement shall be binding on either party.

- 41.2. If SUBCONTRACTOR makes programmatic or fiscal adjustments outside the conditions of this agreement and without proper amendment to this agreement, it does so without assurance that such actions will be approved later by OFFICE or CDSS.

This agreement is the complete and exclusive statement of the mutual understanding of the parties and this agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the agreement.

In witness whereof, OFFICE and SUBCONTRACTOR have executed this agreement this 1st day of July, 2024.

COMMUNITY ACTION PARTNERSHIP KERN:

JEREMY TOBIAS,
CHIEF EXECUTIVE DIRECTOR

SAN JOAQUIN COUNTY OFFICE OF EDUCATION:

TROY A. BROWN, Ed.D.
COUNTY SUPERINTENDENT OF SCHOOLS

By: Warren Sun, Division Director
Operations and Support Services

Signature

Signature

Date

Date

• Project Manager Authorization •

Total Contract Amount: \$ 2,788,764

Budget Account Number: 12- 6105-0-8500-1000-5809-700-7730 = \$25,000

Budget Account Number: 12-6105-0-8500-1000-5100-700-7730 = \$2,763,764

Budget Account Number: 12-5025-0-8500-1000-5100-700-7740 = \$0

Project Manager's Signature

Date

• Certification Regarding Debarment, Suspension, or Ineligibility

The SUBCONTRACTOR certifies that the SUBCONTRACTOR, and any of its principals, independent contractors, and/or SUBCONTRACTORS:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 (above) of this section; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Project Manager's Signature

SUBCONTRACTOR Signature

• Fingerprinting Certification •

I hereby certify that the **SUBCONTRACTOR** for this project will have contact with students, unsupervised by OFFICE. A certification of criminal background check is attached.

Project Manager's Signature

Date

• San Joaquin County Office of Education •

Contract Manager's Signature

Date

Contractor Certification of Criminal Background Check

Community Action Partnership Kern certifies that pursuant to Education Code 45125.1, it has conducted criminal background checks, through the California Department of Justice, on all employees providing services to the San Joaquin County Office of Education, pursuant to the contract/purchase order dated July 1, 2024 and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 1, 2024
Date of Agreement

Community Action Partnership Kern
Name of Business

Signature of Contractor/Consultant

Title of Person Signing Certification

ATTACHMENTS:

1. Attachment A – CDE Earnings Projection Worksheet
2. Attachment B – Required Documentation and Submission Timelines

Family Fees:

\$137 reported as of 2/29/24 divided by 5 months multiplied by 12 months = \$329 rounded to \$350.

\$137 reported as of 2/29/24 divided by 5 months multiplied by 12 months = \$329 rounded to \$350.

376

Attachment B: Required Documentation and Submission Timelines

Fiscal (F)/ Program (P)		Description	<u>On File</u> Partner (PA) ChildPlus (CP) Google Drive (G)	Submit via email to	Submission Dates
Fiscal					
F	1	Documentation of insurance policies and Contracts: facilities, providers, consultant services, and health/disabilities services or others as needed	PA		Prior to the first day of the program start, within 5 business days of changes
F	2	Current non-profit status, as applicable (990 form)	PA		Prior to the first day of the grant year
F	3	Facility Maintenance Matrix		SJCOE Fiscal Coordinator	Integrated, Head Start (HS) By August 1 st
F	4	Budget Revisions due upon request for changes in contract amounts		SJCOE Fiscal Coordinator	HS By the October 15 th * Provisions Apply - see 4.1 & 4.2 Integrated By the October 15 th * Provisions Apply - see 4.1 & 4.2 By the April 15 th * Provisions Apply - see section 7 CCTR, CSPP By the April 15 th * Provisions Apply - see section 7
F	5	CalPERS/CalSTRS Retirement Reporting (if applicable)		Accounts Payable	Within 5 business day of every month

F	6	Copies of all Inter-Agency Partnership Agreements		Head Start Director/ SJCOE Fiscal Coordinator	Integrated Within 10 business days of entering into the agreement
F	7	Copy of CACFP/NSLBP reimbursement claims.	PA		Within 10 business days of every month for the month prior
F	8	Copy of CACFP/NSLBP review reports, proposed corrective action plans if applicable, and any correspondence.		SJCOE Fiscal Coordinator	Within 10 business days of receipt
F	9	Non-Federal Share Monthly Summary Report		SJCOE Fiscal Coordinator/ Account Specialist	Integrated, HS By the 15 th business day of every month for the month prior
F	10	Agency Claim/Invoice and supporting documentation for expenditures (Revenue - CCTR/CSPP) (Separate HS and EHS Basic and any other type of one-time funding amounts identified in this or amendments to this agreement - HS)		SJCOE Fiscal Coordinator/ Account Specialist	By the 15 th business day of every month
F	11	Inventory Report: (purchase cost of \$5,000 or more) and (purchase cost of \$500-\$4,999)		SJCOE Fiscal Coordinator/ Account Specialist	Integrated, HS By the March 15 th and August 15 th CCTR, CSPP By the August 15 th
F	12	Fiscal Year Agency-Wide Audit and Management Letter		SJCOE Fiscal Coordinator	Within 5 business days of receipt
F	13	Final Agency Invoice		SJCOE Fiscal Coordinator/ Account Specialist	Integrated, HS By the March 15 th for the prior fiscal year CCTR, CSPP By the September 15th for the prior fiscal year

F	14	Enrollment and Attendance Reporting (confirmation of End of Month Enrollment, daily attendance entry, submission of CD 9500 Report)	PA CP	SJCOE Account Specialist	Sign-in/out on file at Partner Attendance and Enrollment on file in ChildPlus CCTR, CSPP CD 9500 Report due by the 3 rd business day of the month for the prior month
Program					
P	1	Personnel Files: all documents required by CCLD, ACF/Head Start Act, HSPPS, and/or funding agencies	PA		Upon hire of employee and updated as changes occur
P	2	Personnel information is entered and maintained in the database (general, employment, education, requirements)	CP		Prior to the first day of the program start date Upon the hiring of new staff
P	3	Written notification of any high-risk incident that occurs, including those that endanger the life of any enrolled child, have the potential to create negative publicity or press, or give rise to the need to submit an Unusual Incident or Accident Report (LIC 624), a Suspected Child Abuse Report or any other mandated report		Division Director - EES Director - ECE Director - HSSJ	Within 24 hours
P	4	Written notification of any review, investigation, or visit by a regulatory agency or any situation possibly triggering punitive action such as, but not limited to CCLD revocation of any child care center license; suspension or revocation of contract, services or funding by CDE or other federal or state agency; debarment of staff governing board member, program agency, or contract representative by CACFP or NSLBP or other federal or state agency; intent to declare bankruptcy; identified fraud, whistle-blower, or		Division Director - EES Director - ECE Director - HSSJ	Within 24 hours

		other misuses of funds, service, or conflict of interest complaint or investigation			
P	5	Child and Family Participant Record and File: registration and eligibility documentation	PA CP		Upon completion of registration and eligibility determination
P	6	Documentation of agency Professional Development Plan that reflects the use of monitoring results and completed Program Self Evaluation (PSE) documents/activities and other components as applicable/requested.		HSSJ T/TA Program Manager ECE Program Manager	By the May 1 st for the subsequent program year
P	7	Copies of the Program Year Calendar that includes open/closed days, instructional days, and minimum days.	G		By the May 1 st for the subsequent program year
P	8	Copies of Staff and Parent Handbooks	G		By the May 1 st for the subsequent program year Within 5 business days of any changes or updates
P	9	Governing Board Approved Personnel and Program Policies	PA		Available for review prior to the first day of the program start
P	10	Current Employee/Personnel Roster funded through the contract (in part or fully), including titles, pay rate, and assigned location.	G		Prior to the first day of the program start Within 5 business days of changes or updates
P	11	Staffing Patterns for each classroom demonstrating classroom coverage including employee name and position, start/end times, and break/lunch times.	G		Prior to the first day of the program start Within 5 business days of changes or updates
P	12	Emergency Preparedness Plan for the agency, including each funded site and a LIC 610 Form for each funded site	G		Prior to the first day of the program start Within 5 business days of changes or updates

P	13	Copy of new and updated Center Licenses	G		New licenses- upon receipt and prior to the facility serving enrolled children Updated licenses- Prior to the first day of providing services to children
P	14	Completed Health and Safety Screeners for each funded site/classroom	G		Integrated, HS Prior to the first day of providing services to children
P	15	Written procedures and policies for self-monitoring of program and fiscal operations including but not limited to monitoring indicators, schedule, documentation of completed monitoring, tracking, follow-up on monitoring results	G		Prior to the first day of the program start
P	16	Evidence of professional development and site-level supervisory activities (ex. team meetings, reflective supervision support, or onboarding of new staff) such as communication plan, sign-in sheets, agendas, handouts	PA CP		Available for review by the 5 th business day of each month for the prior month
P	17	Daily sign-in and out sheets are completed (i.g., parents/guardians signed child(ren) in and out with full signature and exact time of arrival and departure), and attendance is entered into Child Plus using approved codes	PA		Daily
P	18	Personnel Report (LIC 500) forms that include all facility personnel assigned to the location and those who provide backup and support for the facility.		HSSJ T/TA Program Manager ECE Program Manager	By the 25 th business day of each month
P	19	Notification of personnel changes of all management staff, including site-level supervisors		Division Director - EES Director - ECE Director - HSSJ	Within 2 business days of the change

P	20	Active Supervision Plan with Zoning Maps and Daily Classroom Schedules	G		Within 30 days of the start of the program and within 5 business days of any changes
P	21	Documentation of agency-level meetings Board, Parent Advisory Committee (PAC), Policy Council (as applicable), including agendas, minutes, sign-in sheets, handouts (when applicable), and calendar showing dates, times, and locations	G		Meeting calendar showing scheduled events within 30 days of the program start Agendas, sign-in sheets, and handouts within 5 business days of meeting dates
P	22	Family Language Instrument and Family Interest Interview for each enrolled child is completed Preschool Language Information System (PLIS) report completed and submitted quarterly in accordance with CDE deadlines	G		Available for review within 30 calendar days of the child's enrollment date Screenshot of the confirmation of receipt page in PLIS is emailed by the report's due date
P	23	Program Self-Evaluation system that builds on the prior year's plan and details relevant activities and timelines throughout the current year	G		By August 2 nd Within 5 business days of any changes or updates
P	24	Family Support and Engagement Plan that details the services and strategies used to engage and support parents and families and Evidence of Implementation of the Plan, including agency/site schedules, agendas showing topics of discussion, sign-in sheets, and handouts	PA G		By the August 2 nd Within 5 business days of any changes or updates Evidence is available for review by the 5 th of each month following the event
P	25	CDD-801A Electronic Transfer Status Report	G		Integrated, CSPP, CCTR By the 20 th of the month for the prior month
P	26	Desired Results Developmental Profile (DRDP) including anecdotal notes documenting mastery over time and in different settings for each enrolled child, Parent Conferences schedule and	CP		Based on identified collection periods

		forms, and Goal Planning documentation (individually/classroom level)			
P	27	Evidence of a minimum of 2 educational home visits completed per family in compliance with established procedures and timelines	CP		Integrated, HS By the 5th business day of completion
P	28	Plan of Action for EESD Monitoring Reports requiring correction, including the plan detailing specific steps, responsible party, timeline, and evidence of completion in compliance with established procedures and timelines	CP		Based on timelines on each report and action plan
P	29	CDMIS Spreadsheet	G		Integrated, CSPP, CCTR By the 10 th day of August, November, February, and May
P	30	Reconciliation of Program Information Report (PIR) Data	CP		Integrated, HS, EHS Quarterly Final reconciliation by June 30 th of the program year
P	31	Child Health and Disability Prevention (CHDP) Program/Bright Futures History	CP		Integrated, HS, EHS Upon completion
P	32	Participation in the development and/or updating of the Annual Community Assessment		Head Start Coordinator	Integrated, HS, EHS Based on the annual community assessment schedule

Continued Funding – Supporting Documentation					
F	1	Head Start: Planned Program Approach Plan (PPAP) CCTR and CSPP: Projection Worksheets		SJCOE Fiscal Coordinator	Integrated, HS, EHS Preliminary PPAP October 15th for the subsequent program year Final PPAP - December 4th for the subsequent program year Integrated, CCTR, CSPP Preliminary Projection Worksheet April 1st for the subsequent fiscal year Final Projection Worksheet May 1st for the subsequent fiscal year
F/P	2	Supporting documents for continued refunding applications, including but not limited to: -timely responses to information requests from SJCOE -organizational chart -budgets for the next program year -calendar for the next program year -program narrative	G		Integrated, CCTR, CSPP September 30th CCTR, CSPP Two weeks before the submission date to the CDE or CDSS
P	3	Copies of all Job Descriptions for positions funded (in part and fully) through the SJCOE Cooperative Agreements	G		August 2nd of the program year Within 5 business days of changes or updates



BUDGET AND FINANCE COMMITTEE

JUNE 18, 2024

FINANCIAL REPORT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2024 THROUGH FEBRUARY 28, 2025**

A1

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/24 - 02/28/25	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/24 - 02/28/25	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/24 - 02/28/25	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/24 - 02/28/25	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/24 - 02/28/25	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/24 - 02/28/25	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/24 - 02/28/25	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/24 - 02/28/25	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/24 - 02/28/25	534	DONATIONS
211			NOT APPLICABLE	03/01/24 - 02/28/25	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/24 - 02/28/25	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/24 - 02/28/25	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/24 - 02/28/25	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START/HEAD START - NO COST EXTENSION	39,182,883	93.600	09CH011132-05	03/01/23 - 02/28/25	108/109/117	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START	17,869,274	93.600	09CH012489-01	03/01/24 - 02/28/25	108/109/117	
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D042204	08/01/23 - 07/31/24	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	258,775	21.009	24VITAA0111	10/01/23 - 09/30/24	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,791,327	93.569	24F - 3015	01/01/24 - 12/31/24	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	7,629,640	93.568	24B-2012	11/01/23 - 06/30/25	122-34	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
SLIHEAP (SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	284,366	93.568	23Q-5561	05/01/23 - 05/31/24	122-44	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	5,432,583	93.568	22J-5716	04/15/23 - 05/31/25	122-43	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, 2024 THROUGH FEBRUARY 28, 2025**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
DOE (DEPARTMENT OF ENERGY) BIL (BIPARTISAN INFRASTRUCTURE LAW)	3,000,000	81.042	22P-7010	06/01/23 - 06/30/27	123-67	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)	537,098	93.499	21Z-9556	04/01/22 - 3/31/24	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	611,225	93.575	CCTR - 3063	07/01/23 - 06/30/24	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 3063	07/01/23 - 06/30/24	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT ALTERNATIVE PAYMENT	5,466,652	93.575	CMAP - 3000	07/01/23 - 06/30/24	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
NEOPB CAL FRESH HEALTHY LIVING	1,903,731	10.561	23-10317	10/01/23 - 09/30/24	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
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)	146,294	10.568/ .569	15 - MOU - 00118	10/01/23 - 09/30/24	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP REACH AND RESILIENCY	96,159	10.568	15 - MOU - 00118	06/13/22 - 06/30/24	105-103	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP REACH AND RESILIENCY Round 2	229,526	10.568	15 - MOU - 00118	07/01/23 - 06/30/25	105-105	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP COMMUNITY CREDIT CORPORATION Phase 1, 2, and 3	99,138	10.187	15 - MOU - 00118	00/00/00 - 09/30/24	105-106	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 40	56,733	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182		PENDING	131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SAFE CAMPING - COUNTY OF KERN	1,275,824	21.027		7/1/2023 - 6/30/2024	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	453,040	10.565	MOU-20-6003	10/01/23 - 09/30/24	147	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, 2024 THROUGH FEBRUARY 28, 2025**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/23 - 09/30/24	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,273,247	10.557	22 - 10236	10/01/23 - 09/30/24	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	575,000 145,000	93.185	00-FE-3400-01-00 00-FE-3400-03-00	05/01/22 - 07/31/23 09/01/23 - 07/30/24	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	55,428	10.561	22 - CF - SUB - KERN	10/01/23 - 09/30/24	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
HUD COMMUNITY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBAN HOUSING AND DEVELOPMENT
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/23 - 06/30/24	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
CALCAPA DIAPER DISTRIBUTION PILOT	125,000	93.647	90EDA0009-DDDRP	10/01/23 - 04/30/25	191	U.S. DEPT OF SOCIAL SERVICES, CAL CAPA
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)
KCCD CERF REGIONAL CONVENER	160,000	N/A		03/06/23 - 09/30/24	208	STATE OF CALIFORNIA - EMPLOYMENT DEVELOPMENT DEPARTMENT, KERN COMMUNITY COLLEGE DISTRICT
KCCD CALIFORNIA WORKFORCE DEVELOPMENT BOARD (CWDB) HIGH ROAD TRAINING PARTNERSHIP RESILIENT (HRTPR) WORKFORCE FUND	75,000	N/A		10/01/23 - 03/30/26	209	STATE OF CALIFORNIA - CALIFORNIA WORKFORCE DEVELOPMENT BOARD, KERN COMMUNITY COLLEGE DISTRICT
CFDA - HEALTHY REFRIGERATION PROGRAM GRANT (HRPG)	73,862	N/A	23-0821-000-SG	04/01/24 - 03/31/25	218	STATE OF CALIFORNIA, CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CFDA)
CITY OF BAKERSFIELD - FHCC SPORTS FIELD	1,000,000	N/A	2023 - 073	07/01/2022 - 07/30/2026	231	STATE OF CALIFORNIA, DEPT OF PARKS AND RECREATION, CITY OF BAKERSFIELD
CITY OF BAKERSFIELD - CALVIP OUTREACH	225,000	N/A	2023-244	10/11/23 - 12/31/25	243	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD
CITY OF BAKERSFIELD CALVIP	578,731	N/A	2022-199	9/21/22-12/31/25	247	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2024 THROUGH FEBRUARY 28, 2025**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,458,117	N/A	N/A	07/01/23 - 06/30/24	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/23 - 06/30/24	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
CDSS CHILD CARE FACILITIES	249,637		FGRT-22-IGPMRR-0828-A1	08/16/22 - 06/30/24	260	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT ALTERNATIVE PAYMENT	23,809,862		CMAF - 3000	07/01/23 - 06/30/24	261	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	3,043,423		CCTR - 3063	07/01/23 - 06/30/24	253	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CALIFORNIA STATE PRESCHOOL PROGRAM	7,087,664 7,198,002		CSPP - 3124 CSPP - 4122	07/01/23 - 06/30/24 07/01/24 - 06/30/25	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	291,239		CMIG - 3004	07/01/23 - 06/30/24	250	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT SPECIALIZED SERVICES	40,079		CMSS - 3004	07/01/23 - 06/30/24	252	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	2,304,654		21T-1015	12/01/21 - 06/30/24	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,874,043		022-2024	07/01/23 - 06/30/24	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		216-2023	07/01/23 - 06/30/24	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	311,248		217-2023	07/01/23 - 06/30/24	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,715,812		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)	78,000 200,000 300,000 200,000		N/A 2022-017 2023-302	10/01/20 - 09/30/23 08/01/22 - 01/31/24 05/01/23 - 06/30/26 12/01/23 - 12/31/25	276 276-72 276-73 276-005-74	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, 2024 THROUGH FEBRUARY 28, 2025**

A5

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FOOD BANK CAPACITY PROGRAM - FOOD BANK EXPANSION	4,859,606		SGRT-22-0012	07/01/21 - 06/30/26	215-100	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/22 - 06/30/23	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	256,506		MOU-22-00118	07/01/23 - 04/30/24	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) DROUGHT FOOD ASSISTANCE	339,726		MOU-22-00118	07/01/23 - 06/30/24	216-088	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSOSTANCE CAL FOOD ONE-TIME FUNDS	3,669,360		N/A	07/01/22 - 04/30/25	216-102	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSOSTANCE CAL FOOD ONE-TIME FUNDS ROUND 2	1,727,122		MOU-22-00118	07/01/23 - 04/30/25	216-104	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
BOARD OF STATE AND COMMUNITY CORRECTIONS WARM HAND-OFF	750,000		BSCC 1012-22	10/01/22 - 04/30/26	277	STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS
FIRST 5 KERN - HELPLINE 211	93,282		2020.2.05	07/01/23 - 06/30/24	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	147,799		2020.2.06	07/01/23 - 06/30/24	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	256,718		2020.1.06	07/01/23 - 06/30/24	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	173,165		2020.2.18	07/01/23 - 06/30/24	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
BKRHC - ENCAMPMENT RESOLUTION FUNDING	139,968		2023-307	12/01/23 - 12/30/25	293	STATE OF CALIFORNIA, CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS, BAKERSFIELD KERN REGIONAL HOMELES COLLABORTIVE
COUNTY OF KERN - PPSA COVID-19	116,000	93.323	N/A	08/01/23 - 06/30/24	305	DEPARTMERN OF HEALTH AND HUMAN SERVICES, COUNTY OF KERN, HEALTH DEPARTMENT
COUNTY OF KERN HELPLINE 211	45,000		TBD	07/01/23 - 06/30/24	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/23 - 06/30/24	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERVI
DAY ONE FAMILIES FUND	5,000,000		N/A	12/01/23 - 11/30/27	410	DAY ONE FAMILIES FUND
211 LA County	15,000		N/A	07/01/23 - 06/30/24	536-230	CALIFORNIA 211 PROVIDERS NETWORK

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2024 THROUGH FEBRUARY 28, 2025**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
211 KINGS COUNTY	22,868		N/A	07/01/22 - 06/30/23	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/22 - 06/30/23	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/22 - 06/30/23	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	96,737		N/A	01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
211 MERCED & MARIPOSA	25,910		N/A	07/1/22 - 06/30/23	536-235	UNITED WAY OF MERCED & MARIPOSA COUNTIES
KAISER PERMANENTE MEDICAID REDETERMINATIONS	90,000		N/A	08/01/23 - 07/31/24	419	KAISER PERMANENTE
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A	01/01/23 - TBD	423	FEEDING AMERICA SERVICE INSIGHTS
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/23 - 11/30/24	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST
PG&E - FOOD BANK	33,080		N/A	08/25/22 - TBD	494	PACIFIC GAS AND ELECTRIC
KERN FAMILY HEALTH SYSTEMS CAL AIM	PER VISIT			07/01/22 - TBD	550	KERN FAMILY HEALTH SYSTEMS
KERN FAMILY HEALTH SYSTEMS CAL AIM EAST KERN FAMILY RESOURCE CENTER	PER VISIT			06/01/24 - TBD	553	KERN FAMILY HEALTH SYSTEMS

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COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2023/24

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	
108	Early Head Start	X					
109	Head Start	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					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	<u>Food Bank</u>		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				
422	Feeding America Senior Hunger		X				
423	Feeding America Service Insights		X				
475	Wonderful Company Food Bank Expansion		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				
505	Food Bank - Expansion		X				

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2023/24

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			
124	Low Income Home Water Assistance			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>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
286	First 5 Oasis Family Resource Center				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
534	Oasis Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				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>Homeless Services</u>						
141	ESG CARES Act Homeless Services				X		
142	County of Kern LBNC - Safe Camping				X		
160	HUD Coordinated Entry System				X		
275	County of Kern LBNC				X		
276	BKRHC HHAP				X		
278	City of Bakersfield HHAP				X		
292	United Way Stanislaus CES				X		
550	CalAIM Homeless Prevention Services				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2023/24

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
164	Cal Fresh				X		
186	2-1-1 Hospital Preparedness Program				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		
	<u>Other</u>						
151	ASTHO Vaccine Equity				X		
205	BCSD Community School Partnership Program				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
 FISCAL YEAR 2023/24

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/24	n/a				
04/30/24	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2023 for \$1.5 million during January , February, July, August 2023 and will decrease to \$350,000 during March - June 2023, Sept - Dec 2023. This agreement will terminate on January 15, 2024.
 A varied amount decrease to better manage the cash flow need during peak months.

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
12/31/23 - 3/31/24	90 days	\$ 1,875.00	9.18%
04/01/24 - 6/30/24	90 days		
07/01/24 - 9/30/24	90 days		
10/01/24 - 12/31/24	90 days		

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 APRIL 30, 2024	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	25,042.10
HEAD START/EARLY HEAD START	1,959,942.14
SUBTOTAL	1,984,984.24
GENERAL CHILD CARE	(547,461.85)
MIGRANT A/P	5,443,299.18
Child Development Reserve Fund No. 1	0.00
Child Development Reserve Fund No. 2	0.00
MIGRANT CHILD CARE	(8,973.34)
MIGRANT SPECIALIZED SERVICES	5,010.00
SAN JOAQUIN COE GENERAL CHILD CARE	(254,855.79)
STATE PRESCHOOL	(611,083.22)
SUBTOTAL	4,025,934.98
COMMODITY SUPPLEMENTAL FOOD PROGRAM	30,992.42
EF&S	0.00
EFAP	16,746.93
HUD CPF Food Bank Expansion	51,942.77
FEEDING AMERICA SERVICE INSIGHTS	(17,696.42)
FOOD BANK	3,516.69
FOOD BANK EXPANSION	(36,395.73)
FOOD BANK CAPACITY PROGRAM	(156,255.60)
FOOD BANK - STATE	(398,825.87)
SOUTHERN CA GAS COMPANY	0.00
WONDERFUL FOOD BANK EXPANSION	(258,829.39)
WONDERFUL FOUNDATION	(13,405.10)
SUBTOTAL	(778,209.30)
ENERGY	(71,261.60)
LIHEAP	(615,681.96)
DOE	(3,172.15)
LIWHAP	4,743.97
PG&E	0.00
TRANSFER NEGATIVE BALANCE	685,371.74
SUBTOTAL	0.00
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	0.00
SUBTOTAL	0.00
211	(75,824.30)
ARG III - Warm Handoff	(26,109.62)
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	24,255.98
KCCD CERF REGIONAL CONVENOR	16,215.28
KCCD CWDB High Road Training Partnership	(3,677.55)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(12,072.88)
BKRHC-Encampment Resolution	1,658.43
CALAIM HOMELESS PREVENTION SERVICES	24,104.33
CAL FRESH	(4,000.11)
CALEITC	(12,626.99)
CAPK FOUNDATION	6,557.99
Child Care Facilities	0.00
COST POOLS	(758,674.67)
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	37,090.51
County of Kern - PPSA COVID-19	(3,300.88)
CSBG	158,232.60
CSBG - DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(27.37)
DIGNITY HEALTH	0.00
DISCRETIONARY FUND	(695,921.12)
EAST KERN FAMILY RESOURCE CENTER	(2,593.06)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(97,188.62)
Day 1 Families Housing Support	(1.75)
ASTHO VACCINE EQUITY	(17,523.26)
CITY OF BAKERSFIELD CAL VIP	(2,220.28)
FIRST 5 KERN 211	(4,505.50)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	7,486.54
FIRST 5 HELP ME GROW	19,225.63
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	17,054.07
FRIENDSHIP HOUSE	845.19
City of Bakersfield - FHCC Sports Field	(10,988.00)
City of Bkfd-Cal VIP Outreach	(17,803.69)
FUNDRAISING	0.00
GENERAL FUND	100,848.58
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	0.00
HOME VISIT INITIATIVE (CO OF KERN)	107,894.64
HUD-COORDINATED ENTRY SYSTEM	5,899.77
Kaiser	(22,193.31)
INDIRECT FUND	2,192,713.03
IRS - VITA	87,295.78
TAX ASSISTANCE	(6,566.76)
M ST NAVIGATION CENTER	(1,565.56)
NEOPB CAL FRESH HEALTHY LIVING	(39,788.41)
POSITIVE YOUTH DEV SVC	(6,259.70)
POSITIVE YOUTH M	(12,708.28)
SHAFTER YOUTH CENTER	(5,136.20)
OASIS FAMILY RESOURCE CENTER	(1,540.54)
CalCAPA-Diaper Distribution Pilot	(1,292.98)
SIERRA FOUNDATION - ASTHMA MITIGATION	0.00
UNITED WAY 211	0.00
County of Kern - 211	(15.22)
WELLS FARGO FOUNDATION	0.00
WIC	626,860.84
LESS: ENERGY NEGATIVE BALANCE	(685,371.74)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	906,740.84
TOTAL OPERATING CASH	6,139,450.76

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. Day 1 Families Fund: This is an interest-bearing restricted bank account that is designated for funds received for the Day 1 Families Housing Fund. As the grant is expended, funds 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 Childcare (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.
7. Head Start Facilities Fund: This is an interest-bearing restricted bank account required by the Office of Head Start to retain funds from the proceeds of sale for the Central Kitchen and Business Park North properties. These funds will be held in this restricted account and used for the construction of the new Central Kitchen.

Note: All CAPK bank accounts are with Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN
1300 18TH STREET, SUITE 200
BAKERSFIELD, CA 93301

BANK RECONCILIATION FOR THE MONTH ENDED
April 30, 2024

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	04/30/24		16,095,749.73
LESS: OUTSTANDING CHECKS		355,950.79	
ADJUSTED BANK BALANCE AT	04/30/24		15,739,798.94
GENERAL LEDGER BALANCE AT	03/31/24		9,085,243.71
ADD: DEPOSITS		1,589,856.06	
US TREAS DRAWDOWNS		2,725,857.71	
FUNDS FROM OTHER GRANTS		12,053,269.97	
TRANSFERS FROM RESTRICTED ACCOUNTS		447,874.88	
ADP /HEALTH EQUITY REFUND		-	
REIMBURSEMENT OF ALTERED PAYEE		791.62	
LESS: CHECKS		1,420,188.56	
ADP PAYROLL 4/5/24		1,958,529.29	
ADP PAYROLL 4/19/24		1,972,534.08	
EFTS FOR HRA/HSA/ STD/403B		287,890.05	
REC LOAN PRINCIPAL/INT EXPENSES		-	
TRANSFERS TO RESTRICTED ACCOUNTS		-	
CREDIT CARD		61,582.01	
BANK FEES		1,697.02	
ACH VOUCHERS		4,460,674.00	
GENERAL LEDGER BALANCE AT	04/30/24		15,739,798.94
DIFFERENCE:			-

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 05/07/2024

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: May 7, 2024

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

1300 18TH STREET, SUITE 200

BAKERSFIELD, CA 93301

BANK RECONCILIATION FOR MONTH ENDING

April 30, 2024

WELLS FARGO BANK, N.A.

P. O. BOX 63020

SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6256**BANK BALANCE ENDING: 04/30/24 1,100,721.28**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 04/30/24 1,100,721.28**BALANCE PER G/L 03/31/24 1,099,747.31**

ADD: DEPOSITS 0.00

INTEREST 973.97

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 04/30/24 1,100,721.28

DIFFERENCE: 0.00

* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

PREPARED BY: Lili SolorioTITLE: AccountantDATE: 05/02/24APPROVED BY: TITLE: Chief Financial OfficerDATE: May 2, 2024

**COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT****

1300 18TH STREET, SUITE 200
BAKERSFIELD, CA 93301

**BANK RECONCILIATION FOR MONTH ENDING
April 30, 2024**

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 04/30/24 292.29

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 04/30/24 292.29

BALANCE PER G/L 03/31/24 448,127.27

ADD: DEPOSITS 0.00

INTEREST 39.90

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 447,874.88

BALANCE PER G/L 04/30/24 292.29

* 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: Lili Solorio

TITLE: Accountant

DATE: 05/02/24

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: May 2, 2024

COMMUNITY ACTION PARTNERSHIP OF KERN**DAY 1 FAMILIES ACCOUNT**

1300 18TH STREET, SUITE 200

BAKERSFIELD, CA 93301

BANK RECONCILIATION FOR MONTH ENDING

April 30, 2024

WELLS FARGO BANK, N.A.

P. O. BOX 63020

SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921**BANK BALANCE ENDING: 04/30/24 2,510,008.20**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE 04/30/24 2,510,008.20**BALANCE PER GENERAL LEDGER 03/31/24 2,507,804.69**

ADD: DEPOSITS (Credit Card Donations & Shared Fee) 0.00

WIRE TRANSFER 0.00

PAYPAL DEPOSIT 0.00

INTEREST 2,220.96

LESS: APPLIED MERCHANT DEBITS 0.00

CLIENT ANALYSIS SERVICE CHARGE 17.45

BANKCARD FEES 0.00

CASH CONCENTRATION FEE 0.00

FUND TRANSFER TO GENERAL FUND 0.00

BALANCE PER GENERAL LEDGER: 04/30/24 2,510,008.20** 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.****** January 2024 name changed from Online Donations to Day 1 Families*PREPARED BY: Lili SolorioTITLE: AccountantDATE: 05/03/24APPROVED BY: TITLE: Chief Financial OfficerDATE: May 6, 2024

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #1
1300 18TH STREET, SUITE 200
BAKERSFIELD, CA 93301

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2024

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: 04/30/24 7,606.81

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 04/30/24 7,606.81

BALANCE PER G/L 03/31/24 7,600.08

ADD: DEPOSITS 0.00

INTEREST 6.73

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 04/30/24 7,606.81

DIFFERENCE: 0.00

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 05/02/24

APPROVED BY:  TITLE: Chief Financial Officer DATE: May 2, 2024

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #2
1300 18TH STREET, SUITE 200
BAKERSFIELD, CA 93301

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2024

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: 04/30/24 97,688.99

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 04/30/24 97,688.99

BALANCE PER G/L 03/31/24 97,602.55

ADD: DEPOSITS 0.00

INTEREST 86.44

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 04/30/24 97,688.99

DIFFERENCE: 0.00

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 05/02/24

APPROVED BY:  TITLE: Chief Financial Officer DATE: May 3, 2024

COMMUNITY ACTION PARTNERSHIP OF KERN
HEAD START FACILITY ACCOUNT
1300 18TH STREET, SUITE 200
BAKERSFIELD, CA 93301

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2024

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

ACCOUNT NO.: XXXXX-X7297

BANK BALANCE ENDING:	04/30/24	2,989,950.42
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	04/30/24	2,989,950.42

BALANCE PER G/L	03/31/24	2,987,304.79
ADD:		
	DEPOSITS	0.00
	INTEREST	2,645.63
	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	04/30/24	2,989,950.42

DIFFERENCE: 0.00

PREPARED BY:	<u>Lili Solorio</u>	TITLE: <u>Accountant</u>	DATE: <u>05/02/24</u>
APPROVED BY:	<u></u>	TITLE: <u>Chief Financial Officer</u>	DATE: <u>May 2, 2024</u>

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED April 1, 2024 - April 30, 2024

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	1,395.11
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	3,381.18
Freddy Hernandez	Director of Youth and Community Services	3,000.28
Louis Gill	Chief Program Officer	15,701.59
Lisa McGranahan	Director of Human Resources	1,277.24
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	225.00
Pritika Ram	Chief Business Development Officer	9,269.84
Jeremy Tobias	Chief Executive Officer	5,363.91
Emilio Wagner	Chief Facilities and Technology Officer	2,004.66
Tracy Webster	Chief Financial Officer	4,892.53
Rebecca Moreno	Director of Housing Support Services	6.95
Susana Magana	Director of Nutrition Services	2,427.62
Total		\$ 48,945.91



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	3/30/2024 - 4/30/2024		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
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Transaction Count: 0

Total: 0.00

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name		Catherine Anspach		Company	Community Action Partnership O		
Account #		XXXX-XXXX-XXXX-1647		Currency	US Dollar		
Reporting Period		3/30/2024 - 4/30/2024					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 4/3/2024	4/4/2024	Etsy Www.Etsy.Com, NY				3.49	
Design template for Gourmet for Good menu							
2 4/3/2024	4/5/2024	Moo Creamery Bakersfield, CA				15.35	
Lunch Meeting with Moo Creamery regarding Gourmet for Good							
3 4/16/2024	4/17/2024	Etsy, Inc. 718-8557955, NY				284.08	
Neon sign for Gourmet for Good.							
4 4/17/2024	4/18/2024	4imprint, Inc 4imprint.Com, WI				1,038.23	
Wooden Spoons for Gourmet for Good							
5 4/24/2024	4/24/2024	Clearbags 800-233-2630, TN				53.96	
Plastic bags for Gourmet for Good							

Transaction Count: 5
Total: 1,395.11

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Yolanda Gonzales			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7009			Currency	US Dollar		
Reporting Period	3/30/2024 - 4/30/2024						
	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/4/2024	4/4/2024	American Air Fort Worth, TX				699.20
	Travel-- AA Flight for NTI 2024 Pyramid Pre-Conference & Conference in Tampa, FL 4/15/24-4/19/24- Yolanda G. 108@17%=\$118.86/109@68%=\$475.46/117@15%=\$104.88						
2	4/5/2024	4/8/2024	American Ai 800-433-7300, TX				-101.50
	Refund- Travel AA Flight for NTI 2024 Pyramid Pre-Conference & Conference in Tampa, FL 4/15/24-4/19/24- Yolanda G. 108@17%=\$17.26/109@68%=\$69.02/117@15%=\$15.22						
3	4/8/2024	4/9/2024	Traininng Llc Httpswww.Trai, CA				599.00
	Registration for HRTrainOnline Webinar 4/10/24- HS Staff 108@20%=\$119.80/109@80%=\$479.20						
4	4/15/2024	4/17/2024	Hilton Hotels 813-2232222, FL				261.62
	Travel- Lodging No Show Charge for NTI 2024 Pyramid Pre-Conference & Conf. in Tampa, FL- Maria Guadian 108@20%=\$52.32/109@80%=\$209.30						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 4/20/2024	4/22/2024	Hilton Hotels 813-2232222, FL				261.62
Travel- Lodging No Show Charge for NTI 2024 Pyramid Pre-Conference & Conf. in Tampa, FL- Jerry Meade 108@20%=\$52.32/109@80%=\$209.30						
6 4/20/2024	4/22/2024	Marriott Tampa Watersi Tampa, FL				291.38
Travel-Lodging for NTI 2024 Pyramid Pre-Conference & conference in Tampa, FL 4/15/24-4/19/24- Yolanda G. 108@17%=\$49.53/109@68%= \$198.14/117@15%=\$43.71						
7 4/27/2024	4/29/2024	Frugattis Italian Eatery Bakersfield, CA				1,310.16
Meeting- HS Staff Development Day and Program Updates on 4/26/2024 108@20%=\$262.03/109@80%=\$1,048.13						
8 4/29/2024	4/30/2024	Cps Hr Consulting 916-2633600, CA				54.85
Registration for CDSS Community Care Licensing CCC Application Orientation Training- Francis Vega 108@20%=\$10.97/109@80%=\$43.88						
9 4/29/2024	4/30/2024	Cps Hr Consulting 916-2633600, CA				4.85
Registration for CDSS Community Care Licensing CCC Operations & Record Keeping Training- Francis Vega 108@20%=\$.97/109@80%=\$3.88						
Transaction Count: 9						Total: 3,381.18

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Freddy Hernandez			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-8850			Currency	US Dollar		
Reporting Period	3/30/2024 - 4/30/2024						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 4/5/2024	4/8/2024	Jerrys Pizza And Pub 661-633-1000, CA				112.45	
VITA Volunteer's Lunch 4/5/24							
2 4/9/2024	4/11/2024	Mountain Mikes Pizza Stor 661-8692300, CA				100.35	
VITA - Volunteer Lunch 4/9/24							
3 4/12/2024	4/15/2024	Popeyes #3380 Https://Prod., CA				128.07	
VITA Volunteer Lunch							
4 4/12/2024	4/15/2024	Tst* Cataldos Pizzeria R Bakersfield, CA				151.98	
Lunch for staff during Utility Assistance training 4/12/24							
5 4/13/2024	4/15/2024	Walmart.Com 800-925-6278, AR				258.05	
PPMM LiFT Workshop items 4/12/24 Oasis FRC							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 4/14/2024	4/15/2024	Pizza Factory - 140 - Old 760-920-0008, CA				590.50
		PPMM LiFT Workshop - Oasis FRC				
7 4/14/2024	4/15/2024	Hungry Howies 313 661-322-3999, CA				128.48
		VITA - Volunteer Lunch 4/13/24				
8 4/15/2024	4/17/2024	Officemax/Depot 6235 Bakersfield, CA				155.85
		VITA Supplies				
9 4/16/2024	4/17/2024	Chevron 0358476 Bakersfield, CA				110.64
		Energy gas purchase: Assessor vehicle 24-28				
10 4/17/2024	4/18/2024	Chevron 0358476 Bakersfield, CA				30.33
		Energy gas purchase: Outreach vehicle 24-33				
11 4/17/2024	4/18/2024	Chevron 0358476 Bakersfield, CA				98.12
		Energy gas purchase: Assessor vehicle 24-26				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 4/17/2024	4/18/2024	Chevron 0358476 Bakersfield, CA				115.00
Energy gas purchase: Installer vehicle 24-32						
13 4/17/2024	4/18/2024	Chevron 0358476 Bakersfield, CA				89.02
Energy gas purchase: Installer vehicle 24-36						
14 4/17/2024	4/18/2024	Chevron 0358476 Bakersfield, CA				137.00
Energy gas purchase: Inspector vehicle 24-17						
15 4/22/2024	4/23/2024	Canva Create Httpscanva.Co, DE				175.00
Registration for Mayra Garcia to attend the CANVA Conference May 23rd, 2024 in Los Angeles, CA						
16 4/22/2024	4/23/2024	Canva Create Httpscanva.Co, DE				175.00
Registration for Lois Hannible to attend the CANVA Conference May 23rd, 2024 in Los Angeles, CA						
17 4/24/2024	4/25/2024	Mgm Grand - Adv Dep 877-880-0880, NV				111.11
Lodging for Sulema Garcia to attend the Latino Tax Fest - The Year of Growth 2024 VITA June 2024						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 4/24/2024	4/25/2024	Mgm Grand - Adv Dep 877-880-0880, NV				111.11
Lodging for Jayshree Madeka to attend the Latino Tax Fest - The Year of Growth 2024 VITA June 2024						
19 4/24/2024	4/25/2024	Mgm Grand - Adv Dep 877-880-0880, NV				111.11
Lodging for Jacqueline Guerra to attend the Latino Tax Fest - The Year of Growth 2024 VITA June 2024						
20 4/24/2024	4/25/2024	Mgm Grand - Adv Dep 877-880-0880, NV				111.11
Lodging for Andrea Chavez to attend the Latino Tax Fest - The Year of Growth 2024 VITA June 2024						
						Transaction Count: 20
						Total: 3,000.28

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Louis Gill			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-6829			Currency	US Dollar		
Reporting Period	3/30/2024 - 4/30/2024						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 3/29/2024	4/1/2024	Town And Country - Lod San Diego, CA				258.31	
Lodging for Jacqueline Guerra to attend the VITA IRS Tax Forum September 2024 - San Diego, CA							
2 4/2/2024	4/4/2024	Travelodge 661-3250772, CA				604.00	
M Street client lodging T.S.							
3 4/7/2024	4/9/2024	Travelodge 661-3250772, CA				100.80	
M Street client lodging T.S.							
4 4/15/2024	4/17/2024	Ep* Past To Present: C Expopass.Com, IL				-199.00	
Registration (Refund) for Louis Gill to attend the 2024 CalCAPA Legislative Day April/May 2024 - LG will not be attending							
5 4/16/2024	4/17/2024	Caplaw.Org Caplaw.Org, MA				765.00	
Registration for Sara Elias to attend the 2024 CAPLAW National Training Conference June 4-6, 2024, in Los Angeles, CA							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 4/23/2024	4/25/2024	Naeh 2026381526, DC				885.00
Registration for Louis Gill to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
7 4/23/2024	4/25/2024	Naeh 2026381526, DC				885.00
Registration for Laurie Hughey to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
8 4/23/2024	4/25/2024	Naeh 2026381526, DC				885.00
Registration for Marle Ruiz Hernandez to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
9 4/23/2024	4/25/2024	Naeh 2026381526, DC				885.00
Registration for Rebecca Moreno to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
10 4/23/2024	4/25/2024	Naeh 2026381526, DC				885.00
Registration for Joseph Aguilar to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
11 4/23/2024	4/25/2024	Naeh 2026381526, DC				885.00
Registration for Keith Jackson to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 4/23/2024	4/25/2024	Naeh 2026381526, DC				885.00
Registration for Veronica Ramos to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
13 4/24/2024	4/25/2024	Hilton Internationals 202-4833000, DC				306.11
Lodging for Louis Gill to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
14 4/24/2024	4/25/2024	Hilton Internationals 202-4833000, DC				306.11
Lodging for Joseph Aguilar to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
15 4/24/2024	4/25/2024	Hilton Internationals 202-4833000, DC				306.11
Lodging for Rebecca Moreno to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
16 4/24/2024	4/25/2024	Community Action Partner 202-265-7546, DC				4,660.00
Registration for Aguilar, Moreno, Hughey & Miranda to attend the NCAP 's 2024 Annual Convention in Seattle, WA August 25-31, 2024						
17 4/24/2024	4/25/2024	Hilton Internationals 202-4833000, DC				306.11
Lodging for Marlen Ruiz Hernandez to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 4/24/2024	4/25/2024	Hilton Internationals 202-4833000, DC				306.11
Lodging for Veronica Ramos to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
19 4/24/2024	4/25/2024	Hilton Internationals 202-4833000, DC				306.11
Lodging for Keith Jackson to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
20 4/24/2024	4/25/2024	Hilton Internationals 202-4833000, DC				306.11
Lodging for Laurie Hughey to attend the 2024 National Conference on Ending Homelessness July 7-11, 2024						
21 4/24/2024	4/26/2024	Shell Oil 12822045006 Bakersfield, CA				9.71
Purchased ice for the meeting with Denise Harlow						
22 4/26/2024	4/29/2024	Community Action Partner 202-265-7546, DC				1,165.00
Registration for Keith Jackson to attend the NCAP 's 2024 Annual Convention in Seattle, WA August 25-31, 2024						

Transaction Count: 22
Total: 15,701.59

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name		Lisa McGranahan		Company	Community Action Partnership O		
Account #		XXXX-XXXX-XXXX-9914		Currency	US Dollar		
Reporting Period		3/30/2024 - 4/30/2024					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 4/4/2024	4/5/2024	Urbane Cafe Bakersfiel Bakersfield, CA				225.80	
		Urban Café-Personnel Committee Meeting					
2 4/10/2024	4/12/2024	Biometrics4all Inc 714-568-9888, CA				12.75	
		Relay Fees for running New Hire Fingerprints Invoice Period 03/01/2024 03/31/24 Invoice Date 04/01/24					
3 4/15/2024	4/17/2024	Safety Holdings 888-9472622, NM				1,038.69	
		Driving Monitoring Services					
						Transaction Count: 3	
						Total: 1,277.24	

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	3/30/2024 - 4/30/2024		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 4/6/2024	4/8/2024	Accucut Omaha, NE				225.00
AccuCut purchase for new lab PD Lab Supply Order						

Transaction Count: 1
Total: 225.00

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Pritika Ram			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7074			Currency	US Dollar		
Reporting Period	3/30/2024 - 4/30/2024						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 3/30/2024	4/1/2024	Facebk B5y7p2gem2 650-5434800, CA				100.00	
Facebook Ads: KCCE Grant & Kaiser Grant							
2 3/31/2024	4/1/2024	Facebk 53p5q38fm2 650-5434800, CA				100.00	
Facebook Ads: KCCE Grant & Kaiser Grant							
3 3/31/2024	4/1/2024	Facebk 4vrjnykwa2 650-5434800, CA				250.00	
Facebook Ad for VITA Program							
4 4/1/2024	4/2/2024	The Bakersfield Circula 800-9535353, CA				155.88	
Bakersfield Californian Annual E-Subscription.							
5 4/1/2024	4/2/2024	Stk*shutterstock 866-6633954, NY				29.00	
Monthly Subscription for Stock Photos.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 4/6/2024	4/8/2024	Facebk 95m5zyxwa2 650-5434800, CA				400.00
Facebook Ad - VITA Campaign						
7 4/8/2024	4/9/2024	Facebk W63b248fm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
8 4/8/2024	4/9/2024	Paradise Awards 800-5634720, CA				889.24
Staff Development Day Expense - Specialty Awards for Employees with over 40 Years of Service						
9 4/9/2024	4/10/2024	Seq Sand Rosedale Bakersfield, CA				102.00
Lunch for PRE Committee Meeting (Agenda and Attendee List is Attached).						
10 4/14/2024	4/15/2024	Facebk G6ys6zkwa2 650-5434800, CA				600.00
Facebook Ad - VITA Campaign						
11 4/16/2024	4/16/2024	Facebk Bf4yt34fm2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 4/18/2024	4/23/2024	Omni Rancho Las Palmas 760-8363582, CA				-300.00
Credit Issued for Hotel Expense that was pre-paid for Ernesto Leon to attend the GSMCon Conference in Palm Springs, CA. Credit is noted on hotel folio.						
13 4/19/2024	4/22/2024	Ep* Past To Present: C Expopass.Com, IL				-199.00
Refund issued for registration fee previously paid for Pritika Ram - CalCAPA Legislative Day						
14 4/20/2024	4/22/2024	Facebk Pyev25cem2 650-5434800, CA				15.77
Facebook Ad - Indirect & Kaiser Grant						
15 4/20/2024	4/22/2024	Facebk *9xvqh3gem2 Fb.Me/Ads, CA				52.35
Facebook Ad - Indirect & Kaiser Grant						
16 4/22/2024	4/24/2024	Starbucks Store 10097 Bakersfield, CA				68.00
Coffee for CAA Roundtable Meeting (Agenda & Attendee List is Attached)						
17 4/22/2024	4/24/2024	Officemax/Depot 6235 Bakersfield, CA				81.49
Staff Development Day Purchase - Envelopes for Sign-In Sheets/Lanyards						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 4/23/2024	4/23/2024	Facebk *tlywl3gem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
19 4/23/2024	4/23/2024	Facebk Vfmgp3cfm2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
20 4/23/2024	4/23/2024	Facebk Pjjkp3cfm2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
21 4/23/2024	4/24/2024	Facebk Jfw3n3gem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
22 4/23/2024	4/24/2024	Facebk H5dzk3lem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
23 4/23/2024	4/24/2024	Facebk Bd86m48fm2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
24 4/23/2024	4/24/2024	Facebk C6cql3lem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
25 4/23/2024	4/24/2024	Facebk Jyfe65cem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
26 4/24/2024	4/24/2024	Facebk *98aea3yem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
27 4/24/2024	4/24/2024	Facebk 4vscd3qem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
28 4/24/2024	4/24/2024	Facebk *cc4bn3gem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
29 4/24/2024	4/25/2024	Facebk* Agh5p3gem2 650-5434800, CA				102.15
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
30 4/24/2024	4/25/2024	Facebk *z7sjb3yem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
31 4/24/2024	4/25/2024	Epidemic Sound Ab Stockholm, AB				299.88
Annual Music License Subscription for Community Development Outreach Team						
32 4/24/2024	4/25/2024					3.00
Currency Conversion Fee from Epidemic Sound AB (prior charge). The business is located in Stockholm Sweden and there was a \$3.00 currency exchange fee charged.						
33 4/25/2024	4/25/2024	Facebk *k6c7744fm2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
34 4/25/2024	4/25/2024	Facebk* 5u39n3lem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
35 4/25/2024	4/25/2024	Facebk Z676a2uem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
36 4/25/2024	4/25/2024	Facebk* 2p59744fm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
37 4/25/2024	4/25/2024	Facebk 6d5yb3yem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
38 4/25/2024	4/25/2024	Facebk* Akade3qem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
39 4/25/2024	4/26/2024	Facebk B3x695cem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
40 4/25/2024	4/26/2024	Facebk* Buvl7zbwa2 650-5434800, CA				900.00
Facebook Ad - VITA Campaign						
41 4/25/2024	4/26/2024	Facebk* 7bpc95cem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
42 4/25/2024	4/26/2024	Facebk *f5dz85cem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
43 4/25/2024	4/26/2024	Facebk* Kcrbp48fm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
44 4/27/2024	4/29/2024	Facebk Dbf4d2uem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
45 4/27/2024	4/29/2024	Facebk *mwz8d2uem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
46 4/27/2024	4/29/2024	Facebk* 6696f3yem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
47 4/27/2024	4/29/2024	Facebk *btt7j3qem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
48 4/27/2024	4/29/2024	Facebk* Ep5ra44fm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
49 4/27/2024	4/29/2024	Facebk *wbxtv3cfm2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
50 4/27/2024	4/29/2024	Facebk *qvgne3yem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
51 4/27/2024	4/29/2024	Facebk *v4e7s48fm2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
52 4/27/2024	4/29/2024	Facebk* Rt8cd2uem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
53 4/27/2024	4/29/2024	Facebk Rmsxu3cfm2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
54 4/27/2024	4/29/2024	Facebk* Fjp3d2uem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
55 4/27/2024	4/29/2024	Facebk *efr6b5cem2 Fb.Me/Ads, CA				120.08
Facebook Ad - Indirect & Kaiser Grant						
56 4/27/2024	4/29/2024	Facebk Ff9af3yem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
57 4/27/2024	4/29/2024	Facebk *wpt2d2uem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
58 4/28/2024	4/29/2024	Facebk J439u3gem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
59 4/28/2024	4/29/2024	Facebk* D3awv3cfm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
60 4/28/2024	4/29/2024	Facebk* 9r52b44fm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
61 4/28/2024	4/29/2024	Facebk *quume2uem2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
62 4/28/2024	4/29/2024	Facebk Nrd7t3lem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
63 4/28/2024	4/29/2024	Facebk Nchcb44fm2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
64 4/28/2024	4/29/2024	Facebk Dd86b44fm2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
65 4/28/2024	4/29/2024	Facebk Zlagj3qem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
66 4/28/2024	4/29/2024	Facebk* Awkak3qem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
67 4/29/2024	4/29/2024	Facebk *sqc9c44fm2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
68 4/29/2024	4/29/2024	Facebk* Calcc44fm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
69 4/29/2024	4/29/2024	Facebk* T3p6f2uem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
70 4/29/2024	4/30/2024	Facebk* Vc8jf2uem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
71 4/29/2024	4/30/2024	Facebk *nhzru48fm2 Fb.Me/Ads, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
72 4/29/2024	4/30/2024	Facebk* Vrktc44fm2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
73 4/29/2024	4/30/2024	Facebk* Z7s6g2uem2 650-5434800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
74 4/29/2024	4/30/2024	Facebk Ss4xh3yem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
75 4/30/2024	4/30/2024	Facebk G5p2j3yem2 650-543-4800, CA				100.00
Facebook Ad - Indirect & Kaiser Grant						
						Transaction Count: 75
						Total: 9,269.84

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Jeremy Tobias			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7066			Currency	US Dollar		
Reporting Period	3/30/2024 - 4/30/2024						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 4/1/2024	4/2/2024	Nfgthe Open Door Netw 888-284-7978, DC				386.25	
Ticket Purchase for event (Reimagine Beyond Boundaries), for Board Members Maritza Jimenez (1 ticket) and Ana Vigil (2 tickets).							
2 4/5/2024	4/8/2024	Community Action Partner 202-265-7546, DC				840.00	
Registration Fee for Jeremy Tobias - NCAP Annual Convention in Seattle, WA							
3 4/9/2024	4/11/2024	Shell Oil 12822045006 Bakersfield, CA				80.66	
Gasoline for CEO's Agency Vehicle.							
4 4/12/2024	4/15/2024	Sq *ghiladolci Bakery Gosq.Com, CA				146.91	
Muffins for CAA Roundtable Meet & Greet Event. List of Attendees is Attached.							
5 4/16/2024	4/17/2024	Kern County Fire Deptmt 661-391-7050, CA				180.00	
Staff Development Day - KC Fire Department Permit Fee							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 4/18/2024	4/22/2024	Doubletree Hotels 503-2816111, OR				828.84
Hotel Fee for Board Member Michelle Jara-Rangel - NHSA Conference in Portland, OR						
7 4/18/2024	4/22/2024	Doubletree Hotels 503-2816111, OR				828.84
Hotel Fee for Board Member Fatima Echeverria - NHSA Conference in Portland, OR						
8 4/23/2024	4/24/2024	Mister Car Wash #1006 866-2543229, CA				32.99
Monthly Car Wash Fee for CEO's Agency Vehicle.						
9 4/24/2024	4/26/2024	Tst* Zama Latin American Bakersfield, CA				198.17
Dinner Meeting with Jeremy Tobias, CEO; Fred Plane, Board Chair; Denise Harlow, NCAP CEO; and David Knight, CalCAPA Executive Director. No formal agenda was prepared.						
10 4/26/2024	4/29/2024	Moo Creamery Bakersfield, CA				616.75
Lunch for CAA Roundtable Meeting on 4/24/24. Agenda & Attendee List is Attached.						
11 4/26/2024	4/29/2024	The Padre Hotel Bakersfield, CA				853.11
Hotel Fee for NCAP CEO, Denise Harlow. Expenses paid for Denise (CAA Roundtable on 4/24/24 and Keynote Speaker at Staff Development Day on 4/25/24).						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 4/26/2024	4/29/2024	Wpy*foodex 855-999-3729, CA				284.48
Lunch for Board Meeting on 4/23/24. Agenda and Attendee List is Attached.						
13 4/26/2024	4/29/2024	Shell Oil12822045014 Bakersfield, CA				86.91
Gasoline for CEO's Agency Vehicle.						
						Transaction Count: 13
						Total: 5,363.91

Employee Signature

Date

Authorized Approver Signature

Date



Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	3/30/2024 - 4/30/2024		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 4/9/2024	4/9/2024	Microsoft G044052090 701-2817490, WA			✓	1,297.85
Usage Charges 3/1/24 - 3/31/24						
2 4/19/2024	4/22/2024	Msft * E0200rmnpz Msbill.Info, WA				11.20
Teams Phone with Calling Plan 4/2/24 - 5/1/24						
3 4/20/2024	4/22/2024	WI *mindbody Inc 805-250-8506, CA			✓	478.65
Recurring Fee's						
4 4/27/2024	4/29/2024	Dnh*godaddy.Com 480-5058855, AZ			✓	216.96
Full domain renewal						

Total: 2,004.66

Authorized Approver Signature	Date
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Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Tracy Webster			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-6993			Currency	US Dollar		
Reporting Period	3/30/2024 - 4/30/2024						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 4/9/2024	4/10/2024	Feldesman Liefer Llp 202-4668960, DC				100.00	
Online Webinar for Tracy & Gabby regarding OMB revisions.							
2 4/9/2024	4/10/2024	Caplaw.Org Caplaw.Org, MA				705.00	
Vanessa Arrequin registration for CAPLAW Conference.							
3 4/9/2024	4/10/2024	Community Action Partner 202-265-7546, DC				1,930.00	
Tracy & Kerri Registration for NCAP in Seattle							
4 4/9/2024	4/11/2024	United United.Com, TX				662.69	
Flight to Seattle for the NCAP Conference in August 2024							
5 4/10/2024	4/11/2024	United United.Com, TX				67.00	
Flight from Seattle for the NCAP Conference in August 2024, changed return flight and this is an additional cost.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 4/10/2024	4/11/2024	Feldesman Liefer Llp 202-4668960, DC				175.00
Online Webinar for Applying Davis-Bacon Requirements training.						
7 4/26/2024	4/29/2024	Goody Technologies Inc Httpswww.Ongo, OR				1,155.00
Additional gift certificates from Staff Development Day purchased.						
8 4/30/2024	4/30/2024	Colemans Military Surplu 717-692-4444, PA				97.84
Sample tent for CES to test.						

Transaction Count: 8

Total: 4,892.53

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-3618	Currency	US Dollar
Reporting Period	3/30/2024 - 4/30/2024		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 4/5/2024	4/8/2024	Www.Aaafoodhandler.Com Www.Aaafoodha, TX				6.95
		Food Handler for M Street staff				

Transaction Count: 1
Total: 6.95

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 3/30/2024 - 4/30/2024

Statement Summary

Name	Susana Magana			Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-6693			Currency	US Dollar	
Reporting Period	3/30/2024 - 4/30/2024					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 4/4/2024	4/5/2024	Lassens Natural Foods-Bk Bakersfield, CA				144.32
		Special Diet-Foods/Milk's				
2 4/4/2024	4/5/2024	Dollar Tree, Inc. Chesapeake, VA				81.19
		Purchased Foam Boards for the commodity site sign project.				
3 4/5/2024	4/8/2024	Ca Assoc Food Banks Cafoodbanks.O, CA				350.00
		Registration for Kelly Lowery to attend the CAFB Capital Action Day & Food Access Conference May 15-17, 2024				
4 4/5/2024	4/8/2024	Ca Assoc Food Banks Cafoodbanks.O, CA				250.00
		Registration for Maureen Andrew to attend the CAFB Capital Action Day & Food Access Conference May 15-17, 2024				
5 4/5/2024	4/8/2024	Target 00006148 Bakersfield, CA				180.04
		Special Diet-Foods Milk's Formula				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 4/10/2024	4/11/2024	Red Rock Adv Room Dep 9999999999, NV				810.21
Lodging for Kelly Lowery to attend Feeding America 2024 Annual Conference April 15-18, 2024.						
7 4/12/2024	4/15/2024	Lassens Natural Foods-Bk Bakersfield, CA				14.77
Special Diet-Foods/Milk's/Formula						
8 4/15/2024	4/16/2024	Target 00006148 Bakersfield, CA				600.88
Special Diet-Foods/Milk's/Formula & batters for the kitchen thermometers						
9 4/25/2024	4/29/2024	Ca Assoc Food Banks Cafoodbanks.O, CA				-100.00
Refund Credit - Registration for Kelly Lowery to attend the CAFB Capital Action Day & Food Access Conference May 15-17, 2024						
10 4/26/2024	4/29/2024	Lassens Natural Foods-Bk Bakersfield, CA				96.21
Special Diet-Foods/Milk's Formula						

Transaction Count: 10
Total: 2,427.62

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____

COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2024 TO FEBRUARY 28, 2025 (2 OF 12 MONTHS OR 16.66%)

Line Item	2024/25 Budget	3/1/24 - 2/28/25 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,823,278	240,390	13.2%	1,582,888
Head Start Subsidy	<u>946,682</u>	<u>236,144</u>	24.9%	<u>710,538</u>
Total Revenue	<u>2,769,960</u>	<u>476,534</u>	17.2%	<u>2,293,426</u>
Expenditures (Note B)				
Salaries	845,440	104,777	12.4%	740,663
Benefits	258,998	42,467	16.4%	216,531
Vehicle Gasoline, Repair/Maintenance	51,300	9,378	18.3%	41,922
Space Costs	121,700	38,128	31.3%	83,572
Supplies - Office & Food Service	156,000	38,782	24.9%	117,218
Equipment Repair/Maintenance & Lease	11,000	1,444	13.1%	9,556
Communication	13,000	1,561	12.0%	11,439
Risk Insurance	12,700	4,089	32.2%	8,611
Printing	1,000	-	0.0%	1,000
Hiring & Employee Costs	100	-	0.0%	100
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	<u>1,003,675</u>	<u>188,999</u>	18.8%	<u>814,676</u>
Sub Total	2,475,413	429,624	17.4%	2,045,789
Adult Meals Prepared	128,794	24,279	18.9%	104,515
Indirect	<u>165,753</u>	<u>22,631</u>	13.7%	<u>143,122</u>
Total Expenditures	<u>2,769,960</u>	<u>476,534</u>	17.2%	<u>2,293,426</u>

	Prior Period	April 2024	Cumulative
Total Meals Prepared and Vended (Note C)	54,743	64,872	119,615
Total Meals Claimed	<u>36,951</u>	<u>42,068</u>	<u>79,019</u>
Difference	17,792	22,804	40,596

Percentage Claimed to Prepared/Vended		64.8%	66.1%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2023/24 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/23 - 6/30/24 (10 OF 12 MONTHS = 83.3%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-3063)</u>														
Adjusted Days of Enrollment - Certified	5,189	6,077	5,517	6,065	5,391	5,301	5,768	5,422	6,754	6,602	-	-	58,086	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 267,471	\$ 313,264	\$ 284,402	\$ 312,630	\$ 277,904	\$ 262,622	\$ 285,771	\$ 268,615	\$ 334,569	\$ 327,070	\$ -	\$ -	\$ 2,934,317	74.66%
Maximum Reimbursable Amount (MRA)													\$3,930,503	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.38%	99.76%	99.82%	99.78%	99.26%	99.41%	99.02%	98.52%	98.36%	99.45%				99.28%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				100.00%
<u>CALIFORNIA STATE PRESCHOOL (CSPP-2120)</u>														
Adjusted Days of Enrollment - Certified	3,104	6,787	8,232	10,641	9,521	8,342	10,898	10,014	11,229	12,230	-	-	90,999	
Reimbursement Rate per Child per Day	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	
Revenue Earned	\$ 171,560	\$ 375,128	\$ 454,961	\$ 588,144	\$ 526,245	\$ 461,074	\$ 602,357	\$ 553,488	\$ 620,606	\$ 675,972	\$ -	\$ -	\$ 5,029,534	70.96%
Maximum Reimbursable Amount (MRA)													\$7,087,664	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.42%	98.76%	98.62%	98.53%	98.63%	100.00%	98.20%	98.85%	98.24%	98.58%				98.70%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				100.00%
<u>MIGRANT CHILD CARE (CMIG-2004)</u>														
Adjusted Days of Enrollment - Certified	18	50	65	79	58	68	75	68	86	86	-	-	651	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 907	\$ 2,552	\$ 3,374	\$ 4,054	\$ 2,964	\$ 3,480	\$ 3,866	\$ 3,480	\$ 4,433	\$ 4,433	\$ -	\$ -	\$ 33,544	11.52%
Maximum Reimbursable Amount (MRA)													\$291,239	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	92.75%	98.78%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				99.09%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	97.75%	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 2023/24 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2023/24 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/23 - 6/30/24 (10 OF 12 MONTHS = 83.3%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	2,278	3,336	3,413	3,882	3,318	3,217	3,158	2,769	4,365	4,509	-	-	34,245	
Reimbursement Rate per Child per Day	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	<u>X \$48.84</u>	
Revenue Earned	\$ 111,258	\$ 162,917	\$ 166,708	\$ 189,582	\$ 162,051	\$ 157,131	\$ 154,253	\$ 135,225	\$ 213,203	\$ 220,206	\$ -	\$ -	\$ 1,672,534	68.04%
Maximum Reimbursable Amount (MRA)													\$2,458,117	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.41%	99.36%	100.00%	99.92%	99.95%	100.00%	97.94%	99.26%	99.02%	99.26%				99.43%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	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 2023/24 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 7/1/23 - 6/30/24 (10 OF 12 MONTHS = 83.3%)

Contract CMAP-3000	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	Total	%	% Earned to MRA
Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,721,617	\$ 2,218,101	\$ 2,186,305	\$ 2,093,270	\$ 2,049,541	\$ 2,170,037	\$ 2,210,346	\$ 2,214,105	\$ -	\$ -	\$ 23,483,234		
Add: Family Fees	<u>-</u>	<u>-</u>	<u>-</u>	<u>27</u>	<u>27</u>	<u>82</u>	<u>82</u>	<u>82</u>	<u>82</u>	<u>82</u>	<u>-</u>	<u>-</u>	<u>\$ 465</u>		
Net Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,721,617	\$ 2,218,128	\$ 2,186,332	\$ 2,093,352	\$ 2,049,623	\$ 2,170,119	\$ 2,210,428	\$ 2,214,187	\$ -	\$ -	\$ 23,483,699	83.19%	
Maximum Reimbursable Amount (MRA) for Provider Payments													23,128,446		101.54%
<u>Administration & Support Services Revenue</u>															
Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,721,617	\$ 2,218,128	\$ 2,186,332	\$ 2,093,352	\$ 2,049,623	\$ 2,170,119	\$ 2,210,428	\$ 2,214,187	\$ -	\$ -	\$ 23,483,699		
Reimbursement Rate	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>	<u>x 26.5823%</u>		
Revenue Earned	<u>\$ 733,099</u>	<u>\$ 760,803</u>	<u>\$ 723,469</u>	<u>\$ 589,630</u>	<u>\$ 581,177</u>	<u>\$ 556,461</u>	<u>\$ 544,837</u>	<u>\$ 576,868</u>	<u>\$ 587,583</u>	<u>\$ 588,582</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,242,507</u>		
Program Administration/Support Services Costs	177,391	196,747	285,508	116,025	205,049	332,827	184,995	402,676	48,129	243,960	-	-	2,193,307	7.77%	
Indirect (10% x MTDC) Costs	292,056	304,728	299,358	231,951	237,703	241,175	221,985	255,798	224,325	244,416	-	-	2,553,494	9.05%	
Transfer Indirect to CSBG	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
Total Operating Costs	<u>\$ 469,447</u>	<u>\$ 501,475</u>	<u>\$ 584,866</u>	<u>\$ 347,976</u>	<u>\$ 442,752</u>	<u>\$ 574,002</u>	<u>\$ 406,979</u>	<u>\$ 658,474</u>	<u>\$ 272,454</u>	<u>\$ 488,376</u>	<u>\$ -</u>	<u>\$ -</u>	<u>4,746,801</u>	16.81%	
Revenue Earned Over/(Under) Costs	<u>\$ 263,652</u>	<u>\$ 259,328</u>	<u>\$ 138,602</u>	<u>\$ 241,654</u>	<u>\$ 138,425</u>	<u>\$ (17,540)</u>	<u>\$ 137,858</u>	<u>\$ (81,607)</u>	<u>\$ 315,129</u>	<u>\$ 100,206</u>	<u>\$ -</u>	<u>\$ -</u>	<u>1,495,707</u>		
TOTAL COSTS - NET OF FAMILY FEES	<u>\$ 3,227,294</u>	<u>\$ 3,363,540</u>	<u>\$ 3,306,484</u>	<u>\$ 2,566,104</u>	<u>\$ 2,629,085</u>	<u>\$ 2,667,353</u>	<u>\$ 2,456,603</u>	<u>\$ 2,828,593</u>	<u>\$ 2,482,881</u>	<u>\$ 2,702,563</u>	<u>\$ -</u>	<u>\$ -</u>	<u>28,230,499</u>	<u>100.00%</u>	

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

Provider payments	23,483,699
Reimbursement Rate (21.0% / 79.0%)	<u>x 26.5823%</u>
Revenue Earned	<u>6,242,507</u>

Note 2: The maximum reimbursable amount per the 2022/23 State contract is as follows:

Provider Payments	23,128,446	79.00%
Administration	4,757,434	17.85%
Support Services	878,295	<u>3.15%</u>
Maximum Reimbursable Amount (MRA)	<u>28,764,175</u>	<u>100.00%</u>

Note 3: Increase to contract was received August 2023 in the amount of \$55,652.

Note 4: Voluntary Temporary Transfer was approved and received February 2024 in the amount of \$7,704,498. Increase will not be added to the calculation in the table.

Division/CFO: Tracy Webster, CFO

Month/Year: April-2024

Program/Work Unit: Not Applicable

Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	April 2024		Year to Date	
Description	Number	Amount	03/1/23 - 04/30/24	Amount
Bank Deposits	18	1,601,391	36	5,248,083
Wire Deposits	17	12,053,270	34	13,178,631
Head Start/IRS Drawdowns	5	2,713,628	9	6,570,217
Vendor Checks Issued	1,605	5,941,653	3,251	13,621,382
Payroll Disbursed		3,931,063		7,838,905
Grant Reports Prepared	45		88	
ASTHO Vaccine Equity				
CAL Food				
CALEITC				
CalFresh Healthy Living				
CalFresh Outreach				
City of Bakersfield Homeless Housing & Prevention				
CMAP Fiscal Report & Caseload				
CMIG				
CMSS				
Commodity Supplemental Food Prog				
County of Kern - 211				
CSBG 2023				
CSBG Discretionary				
CSPP				
Differential Response				
DOE - BIL				
EFAP				
ESLIHEAP				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Food Bank Farmers Market				
Head Start Expansion SF-425				
Head Start San Joaquin SF-425				
Head Start/Early Head Start Kern SF-425				
Home Visit Program				
Homeless LBNC				
Homeless Safe Camping				
HUD				
LIHEAP 2024				
LIHWAP				
Positive Youth Medi-Cal				
San Joaquin COE General Child Care				
SLIHEAP				
UW STANISLAUS CES				
VITA				
WIC				

Business Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Purchase Orders	216	0	216	216
Contracts	15	1	15	15
Leases	0	4	2	2
Requests for Proposals	4	6	0	-

Business Services Projects			
Description		% Completed	Comments
Gardening and Landscape		90%	Waiting for clarification from ve
Cyber Security		50%	Closes 4/30
Cabling Vendor		50%	Extended for a revised bid she
Audio-Visual -Board Room		50%	Closes 4/30
Energy Subcontractor		50%	Closes 5/3
Plumbing		50%	Closes 5/9

Total Division Staffing

32 positions

CFO

Accounting Technician (5)

Procurement Manager

Director of Finance

Accounting Specialist (2)

Business Contracts Specialist

Finance Administrator

Accounting Clerk (1)

Business Technician (2)

Payroll/HRIS Manager

AP Supervisor (1)

Accounting Administrator

Fiscal Technician (2)

Accounting Administrator - Energy

Payroll Specialists (3)

Accountant (2)

Payroll Supervisor (1)

Accountant II (2)

Administrative Coordinator

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 29, 2024

ASSETS

Cash in Bank	18,007,722
Cash - Vacation Reserve	1,020,104
Petty Cash	-
Accounts Receivable	0
Travel Advance	12,624
Prepaid Expense	577,835
Inventory	3,994,694
Net Fixed Assets - Unrestricted	9,875,000
Net Fixed Assets - Restricted	<u>35,509,346</u>

Total Assets 68,997,324

LIABILITIES AND NET ASSETS

Accounts Payable	5,843,118
Accrued Expenses	3,069,472
Accrued Vacation	2,027,206
Line of Credit	-
Note Payable	7,927,207
Advance Payable	2,549,091
Deferred Revenue	<u>10,312,518</u>

Total Liabilities 31,728,612

Total Net Assets 37,268,713

Total Liabilities and Net Assets 68,997,324

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2023 TO FEBRUARY 29, 2024

REVENUE

Grant Revenue	115,165,404
Donations	39,115,372
Other Revenue	14,289,643
In-Kind	<u>60,487</u>

Total Revenue 168,630,906

EXPENDITURES

Salaries	45,754,216
Benefits	12,281,185
Travel	938,290
Space Costs	9,609,218
Supplies	3,745,304
Consultant/Contract Services	6,621,609
Other Costs	5,099,772
Program Costs	72,969,219
Capital Expenditures	0
Indirect	10,690,138
In-Kind	<u>60,487</u>

Total Expenditures 167,769,439

Net Change in Assets 861,467

Net Assets, beginning 36,407,245

Net Assets, ending 37,268,713

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED)

AS OF APRIL 30, 2024

ASSETS

Cash in Bank	21,356,132
Cash - Vacation Reserve	1,099,747
Petty Cash	-
Accounts Receivable	0
Travel Advance	9,096
Prepaid Expense	1,096,718
Inventory	4,000,301
Net Fixed Assets - Unrestricted	9,791,667
Net Fixed Assets - Restricted	<u>35,182,401</u>

Total Assets 72,536,062

LIABILITIES AND NET ASSETS

Accounts Payable	5,469,283
Accrued Expenses	222,413
Accrued Vacation	1,097,909
Line of Credit	-
Note Payable	7,838,471
Advance Payable	2,549,144
Deferred Revenue	<u>18,873,049</u>

Total Liabilities 36,050,269

Total Net Assets 36,485,793

Total Liabilities and Net Assets 72,536,062

STATEMENT OF OPERATIONS (UNAUDITED)

FOR THE PERIOD MARCH 1, 2024 TO APRIL 30, 2024

REVENUE

Grant Revenue	16,347,948
Donations	7,033
Other Revenue	1,598,853
In-Kind	<u>255,822</u>

Total Revenue 18,209,656

EXPENDITURES

Salaries	5,156,182
Benefits	2,220,037
Travel	166,959
Space Costs	1,412,612
Supplies	544,635
Consultant/Contract Services	753,442
Other Costs	768,578
Program Costs	6,091,834
Capital Expenditures	99,777
Indirect	1,522,699
In-Kind	<u>255,822</u>

Total Expenditures 18,992,576

Net Change in Assets (782,920)

Net Assets, beginning 37,268,713

Net Assets, ending 36,485,793

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-24 TO 04-30-24 (16.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	47,687,147	5,080,429	42,606,718	11%
BENEFITS	14,542,474	2,054,279	12,488,195	14%
TRAVEL	995,827	151,654	844,173	15%
SPACE COST	14,336,797	1,098,758	13,238,039	8%
SUPPLIES	2,064,251	449,140	1,615,111	22%
EQUIPMENT	595,525	99,777	495,748	17%
CONSULTANT/CONTRACT SERVICES	4,510,657	530,644	3,980,013	12%
OTHER COSTS	2,790,469	526,105	2,264,364	19%
PROGRAM COSTS	27,936,749	6,054,936	21,881,813	22%
INDIRECT	10,463,856	1,538,833	8,925,023	15%
TOTAL	125,923,752	17,584,555	108,339,197	14%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-24 TO 04-30-24 (16.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	35,316,810	3,969,732	31,347,078	11%
BENEFITS	10,806,110	1,565,250	9,240,860	14%
TRAVEL	685,926	108,250	577,676	16%
SPACE COST	11,638,783	534,190	11,104,593	5%
SUPPLIES	1,511,872	270,538	1,241,334	18%
EQUIPMENT	414,100	99,163	314,937	24%
CONSULTANT/CONTRACT SERVICES	1,378,236	39,185	1,339,051	3%
OTHER COSTS	1,335,691	219,262	1,116,429	16%
PROGRAM COSTS	22,197,906	5,275,513	16,922,393	24%
INDIRECT	7,694,795	1,179,712	6,515,083	15%
TOTAL	92,980,229	13,260,796	79,719,433	14%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-24 TO 04-30-24 (16.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,921,710	414,626	4,507,084	8%
BENEFITS	1,528,360	178,298	1,350,062	12%
TRAVEL	118,007	23,213	94,794	20%
SPACE COST	782,795	(99,786)	882,581	-13%
SUPPLIES	147,218	104,787	42,431	71%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	648,910	9,913	638,997	2%
OTHER COSTS	451,389	72,327	379,062	16%
PROGRAM COSTS	4,778,760	621,854	4,156,906	13%
INDIRECT	1,187,351	134,807	1,052,544	11%
TOTAL	14,564,500	1,460,041	13,104,459	10%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-24 TO 04-30-24 (16.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,341,392	178,024	2,163,368	8%
BENEFITS	702,424	94,147	608,277	13%
TRAVEL	75,000	4,709	70,291	6%
SPACE COST	238,000	35,996	202,004	15%
SUPPLIES	125,000	26,313	98,687	21%
EQUIPMENT	174,425	614	173,811	0%
CONSULTANT/CONTRACT SERVICES	1,815,857	261,718	1,554,139	14%
OTHER COSTS	505,338	126,947	378,391	25%
PROGRAM COSTS	227,662	106,124	121,538	47%
INDIRECT	603,071	81,375	521,696	13%
TOTAL	6,808,169	915,968	5,892,201	13%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-24 TO 04-30-24 (16.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,941,869	426,188	3,515,681	11%
BENEFITS	1,185,464	156,557	1,028,907	13%
TRAVEL	66,604	11,370	55,234	17%
SPACE COST	1,401,039	199,707	1,201,332	14%
SUPPLIES	234,696	40,021	194,675	17%
EQUIPMENT	7,000	-	7,000	0%
CONSULTANT/CONTRACT SERVICES	650,904	219,744	431,160	34%
OTHER COSTS	344,696	95,991	248,705	28%
PROGRAM COSTS	729,421	51,156	678,265	7%
INDIRECT	769,074	115,968	653,106	15%
TOTAL	9,330,767	1,316,702	8,014,065	14%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-24 TO 04-30-24 (16.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	965,801	70,597	895,204	7%
BENEFITS	255,251	53,422	201,829	21%
TRAVEL	40,290	4,112	36,178	10%
SPACE COST	276,199	22,197	254,002	8%
SUPPLIES	26,615	7,075	19,540	27%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	10,750	83	10,667	1%
OTHER COSTS	44,380	7,040	37,340	16%
PROGRAM COSTS	3,000	289	2,711	10%
INDIRECT	169,041	15,709	153,332	9%
TOTAL	1,791,327	180,525	1,610,802	10%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-24 TO 04-30-24 (16.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	199,565	21,261	178,304	11%
BENEFITS	64,865	6,605	58,260	10%
TRAVEL	10,000	-	10,000	0%
SPACE COST	(19)	406,454	(406,473)	-2139231%
SUPPLIES	18,850	405	18,445	2%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	6,000	-	6,000	0%
OTHER COSTS	108,975	4,537	104,438	4%
PROGRAM COSTS	-	-	-	0%
INDIRECT	40,524	11,262	29,262	28%
TOTAL	448,760	450,524	(1,764)	100%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2023/24
BUDGET TO ACTUAL - 03/01/24 TO 04/30/24 (2 OF 12 MONTHS = 16.67%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 10,463,856	\$ 1,538,833	14.7%	\$ 8,925,023
Expenditures				
Salaries	5,701,891	568,860	10.0%	5,133,031
Benefits @ 23.6% actual	<u>1,575,103</u>	<u>194,970</u>	<u>12.4%</u>	<u>1,380,133</u>
Total Personnel Costs	7,276,994	763,829	10.5%	6,513,165
Operating Costs				
Travel	117,750	13,951	11.8%	103,799
Space Costs	255,500	(18,326)	-7.2%	273,826
Supplies	297,772	84,071	28.2%	213,701
Equipment	122,205	-	0.0%	122,205
Consultant/Contract	964,000	214,601	22.3%	749,399
Other Operating Costs	<u>924,080</u>	<u>231,699</u>	<u>25.1%</u>	<u>692,381</u>
Total Operating Costs	2,681,307	525,996	19.6%	2,155,311
Total Expenditures	<u>\$ 9,958,301</u>	<u>\$ 1,289,825</u>	<u>13.0%</u>	<u>\$ 8,668,476</u>
Excess (Deficit) Indirect Revenue	<u>\$ 505,555</u>	<u>\$ 249,008</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,558,810	\$ 143,621	9.2%	\$ 1,415,189
Operations	3,517,921	437,986	12.5%	3,079,935
Executive	719,429	139,521	19.4%	579,908
Finance	3,000,416	357,719	11.9%	2,642,697
Community Development	<u>1,161,725</u>	<u>210,979</u>	<u>18.2%</u>	<u>950,746</u>
	<u>\$ 9,958,301</u>	<u>\$ 1,289,825</u>	<u>13.0%</u>	<u>\$ 8,668,476</u>

Prepared Date: 05/31/24

Community Action Partnership of Kern

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check Date	Check Number	Payee	Check Amount
4/2/2024	222205	LOWES COMPANIES INC	(621.78)
4/2/2024	222257	LOWES COMPANIES INC	(56,476.29)
4/2/2024	222357	LOWES COMPANIES INC	(7,801.96)
4/3/2024	222809	AT&T	1,861.88
4/3/2024	222810	AT&T	1,057.93
4/3/2024	222811	AT&T	1,174.46
4/3/2024	222812	AT&T	913.67
4/3/2024	222813	HOME DEPOT COMMERCIAL CREDIT	1,036.87
4/3/2024	222814	ALL PROPERTY MANAGEMENT & SALES INC	1,400.00
4/3/2024	222815	ASCEND PROPERTY MANAGEMENT INC	2,500.00
4/3/2024	222816	BRISEYDA HERNANDEZ	172.25
4/3/2024	222817	CARLOS PANIAGUA	1,600.00
4/3/2024	222818	CLEMMER AND COMPANY	5,000.00
4/3/2024	222819	CYNTHIA RODRIGUEZ	172.25
4/3/2024	222820	GEAHI GREEN GARDENS LP	600.00
4/3/2024	222821	LOWES COMPANIES INC	7,801.96
4/3/2024	222822	AT&T	417.11
4/3/2024	222823	HOME DEPOT COMMERCIAL CREDIT	1,592.18
4/3/2024	222824	LOWES COMPANIES INC	56,476.29
4/3/2024	222825	AT&T	948.66
4/3/2024	222826	HOME DEPOT COMMERCIAL CREDIT	573.83
4/3/2024	222827	LOWES COMPANIES INC	621.78
4/3/2024	222828	Accrue Solutions Holding Co, LLC	1,715.00
4/3/2024	222829	ALAMO ALARM CO INC	203.50
4/3/2024	222830	ALICIA GAMINO	197.65
4/3/2024	222831	AMBERLY HILL	22.78
4/3/2024	222832	ARTURO FLORES	25.26
4/3/2024	222833	ARVIN COMMUNITY SERVICE DISTRICT	215.57
4/3/2024	222834	AT&T	946.05
4/3/2024	222835	AT&T	3,699.04
4/3/2024	222836	AT&T	4,780.55
4/3/2024	222837	BERKSHIRE HATHAWAY HOMESTATE CO	77,116.31
4/3/2024	222838	BLUETRITON BRANDS INC	5,350.62
4/3/2024	222839	CALIFORNIA WATER SERVICE COMPANY	672.44
4/3/2024	222840	CATHARYN LAURIE SPROULE	533.64
4/3/2024	222841	CHARTER COMMUNICATIONS	179.98
4/3/2024	222842	CHARTER COMMUNICATIONS	209.00
4/3/2024	222843	CHARTER COMMUNICATIONS	344.97
4/3/2024	222844	CHARTER COMMUNICATIONS	159.00
4/3/2024	222845	CHARTER COMMUNICATIONS HOLDING COMPANY LLC	154.98
4/3/2024	222846	CITY OF DELANO	116.19
4/3/2024	222847	COMCAST CORPORATION	1,615.05
4/3/2024	222848	COUNTY OF KERN	10,623.03
4/3/2024	222849	COUNTY OF KERN PUBLIC WORKS	25.33
4/3/2024	222850	CROMER INC	467.44
4/3/2024	222851	DEPARTMENT OF HEALTH AND HUMAN SERVICES	1,408.95
4/3/2024	222852	DEPARTMENT OF MOTOR VEHICLES	883.00
4/3/2024	222853	DEPARTMENT OF MOTOR VEHICLES	200.00
4/3/2024	222854	DEPARTMENT OF MOTOR VEHICLES	484.00

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4/3/2024	222855	EAST NILES COMMUNITY SERVICES DIST	764.30
4/3/2024	222856	ELENA GARCIA	27.47
4/3/2024	222857	FARMWORKERS INSTITUTE OF EDUCATION AND LEADERSHIP DEVELOPMENT	1,500.00
4/3/2024	222858	FEDEX	113.08
4/3/2024	222859	FIRST 5 MADERA COUNTY	238.93
4/3/2024	222860	FIRST CONGREGATIONAL CHURCH BAKERSFIELD	4,763.76
4/3/2024	222861	FLOWERS BAKING CO OF HENDERSON LLC	230.40
4/3/2024	222862	FLYERS ENERGY LLC	3,004.27
4/3/2024	222863	GOLDEN EMPIRE TRANSIT DISTRICT	4,000.00
4/3/2024	222864	GOTO TECHNOLOGIES USA, INC	2,376.00
4/3/2024	222865	GRIMMWAY ENTERPRISES, INC.	9,592.00
4/3/2024	222866	GRINGTEAM INC.	4,201.39
4/3/2024	222867	GUADALUPE CANCHOLA CASTELLANO	28.14
4/3/2024	222868	GUSTAVO CEJA ALVAREZ	152.22
4/3/2024	222869	H & B GROUP INC.	1,566.61
4/3/2024	222870	HEIDY ESPINOZA	191.62
4/3/2024	222871	HOME DEPOT COMMERCIAL CREDIT	650.90
4/3/2024	222872	ICELA GUTIERREZ CUEVAS	46.23
4/3/2024	222873	INDEPENDENT LIVING CENTER OF KERN COUNTY	150.00
4/3/2024	222874	JANEY FELSOCI	180.23
4/3/2024	222875	JEREMIN EASTER	30.70
4/3/2024	222876	JOSE MANUEL QUINTERO	2,800.00
4/3/2024	222877	JOVANNA DURAN	43.55
4/3/2024	222878	JUANITA JACKSON	3,000.00
4/3/2024	222879	KERN COUNTY SUPERINTENDENT OF SCHOOLS	14,654.07
4/3/2024	222880	KEVIN GOUDGE	925.26
4/3/2024	222881	LAMAR COMPANIES	2,490.00
4/3/2024	222882	LAMONT ELEMENTARY SCHOOL DISTRICT	15,855.89
4/3/2024	222883	LANEISHA HAMMOND	12.06
4/3/2024	222884	LAURA PORTA	44.00
4/3/2024	222885	LEVEL 3 FINANCING INC	1,489.45
4/3/2024	222886	LIGIA JOHNSON	8.04
4/3/2024	222887	LINA FROST	28.14
4/3/2024	222888	LORENA IBARRA	10.72
4/3/2024	222889	LOWES COMPANIES INC	908.52
4/3/2024	222890	LUIS BARRON	220.75
4/3/2024	222891	MANJIT KAUR GHUMAN	9.38
4/3/2024	222892	MARIA ALICIA HUIZAR	184.25
4/3/2024	222893	MARIA CONTRERAS	200.00
4/3/2024	222894	MARIA MORENO GOMEZ	34.84
4/3/2024	222895	MARINA MANCERA	102.65
4/3/2024	222896	MARISELA GONZALEZ	61.64
4/3/2024	222897	MAYRA GARCIA	67.00
4/3/2024	222898	MCFARLAND UNIFIED SCHOOL DISTRICT	801.50
4/3/2024	222899	MCWILLIAMS & WALDEN INC	2,054.10

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4/3/2024	222900	NATIONAL COMMUNITY ACTION FOUNDATION	3,661.58
4/3/2024	222901	OASIS AIR CONDITIONING	6,050.00
4/3/2024	222902	ODP BUSINESS SOLUTIONS LLC	2,355.91
4/3/2024	222903	OFFICE1 LEASING	3,814.85
4/3/2024	222904	ORANGE COURIER	850.00
4/3/2024	222905	ORANGE COURIER	1,014.10
4/3/2024	222906	PACIFICA STOCKTON SUITES LLC	803.32
4/3/2024	222907	PAULA HUERTA	46.23
4/3/2024	222908	PG&E	6,812.65
4/3/2024	222909	PRODUCERS DAIRY FOODS INC	1,086.65
4/3/2024	222910	RAYMOND'S TROPHY AWARDS	2,338.20
4/3/2024	222911	ROCKSTAR LIMO LOUNGE - STERLING TRANSPORTATION	3,996.00
4/3/2024	222912	ROSA JOHNSON	112.56
4/3/2024	222913	SAFEWAY INC VONS DIVISION	58.91
4/3/2024	222914	SAVE MART SUPERMARKETS	338.13
4/3/2024	222915	SOCALGAS	406.77
4/3/2024	222916	SOUTHERN CALIFORNIA EDISON	137.27
4/3/2024	222917	SOUTHWEST GAS CORPORATION	31.90
4/3/2024	222918	STAGLER CORPORATION	986.00
4/3/2024	222919	TOKAY PRESS INC	897.70
4/3/2024	222920	TOMASA JARA	73.70
4/3/2024	222921	TRUTECHTOOLS LTD	16,521.89
4/3/2024	222922	ULINE	706.38
4/3/2024	222923	VALERIE CAMACHO	148.74
4/3/2024	222924	VALLEY PROPANE SERVICE	258.47
4/3/2024	222925	VARNER & SON INC	901.57
4/3/2024	222926	VARNER BROS., INC.	52.02
4/3/2024	222927	VERONICA AMAYA	8.04
4/3/2024	222928	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	1,080.57
4/3/2024	222929	WIPFLI LLP	4,000.00
4/3/2024	25975	ELIZABETH WILLIAMS	172.25
4/3/2024	25976	ESTEFANY HERNANDEZ	172.25
4/3/2024	25977	MARIA GUADIAN	172.25
4/3/2024	25978	OFFICE IMAGING, INC	8,111.69
4/3/2024	25979	ABILA INC	3,950.28
4/3/2024	25980	AMAZON CAPITAL SERVICES, INC	702.54
4/3/2024	25981	AMERICAN BUSINESS MACHINES	168.06
4/3/2024	25982	AN ICON COMPANY, LLC	2,204.92
4/3/2024	25983	ANNETTE JOHNSON-ALLEN	58.96
4/3/2024	25984	BRADLEY RYAN FERGON	228.48
4/3/2024	25985	CAPK FOUNDATON	62,500.00
4/3/2024	25986	CAZADOR CONSULTING GROUP INC	9,632.95
4/3/2024	25987	CREATIVE FINANCIAL STAFFING LLC	91,907.04
4/3/2024	25989	DISCOUNT SCHOOL SUPPLY	7,051.15
4/3/2024	25990	ELIZABETH CISNEROS	21.44
4/3/2024	25991	ELSA NAVARRETE	733.79
4/3/2024	25992	EXACT STAFF, INC	1,861.60
4/3/2024	25993	EXACT STAFF, INC	1,448.56
4/3/2024	25994	GIOVANNI ARAGON	96.48
4/3/2024	25995	GLORIA GONZALEZ	235.17
4/3/2024	25996	HD Supply Facilites Maintenance LTD	743.31
4/3/2024	25997	IDEAL SPECIALTIES INC	20,383.68

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4/3/2024	25998	IDEAL SPECIALTIES INC	44,396.35
4/3/2024	25999	IDEAL SPECIALTIES INC	39,672.48
4/3/2024	26000	IDEAL SPECIALTIES INC	41,149.54
4/3/2024	26001	INDEPENDENT FIRE & SAFETY	962.45
4/3/2024	26002	IRIS M GONZALEZ	61.64
4/3/2024	26003	JAQUELINE GUERRA	160.80
4/3/2024	26004	JOHN REY	767.35
4/3/2024	26005	JORGE GALINDO RAMIREZ	245.00
4/3/2024	26006	JORGE GALINDO RAMIREZ	455.00
4/3/2024	26007	JORGE GALINDO RAMIREZ	45.00
4/3/2024	26008	JORONCO RENTALS, INC	956.04
4/3/2024	26009	LETISHA BROOKS	162.14
4/3/2024	26010	LIZETTE BRAVO	163.48
4/3/2024	26011	LUCERO GONZALEZ	46.23
4/3/2024	26012	M AND S SECURITY SERVICES INC	150.00
4/3/2024	26013	MARIA DIAZ CORNEJO	61.64
4/3/2024	26014	MARISELA GONZALEZ	193.63
4/3/2024	26015	MELISSA DELA GARZA	117.92
4/3/2024	26016	MISSION LINEN SUPPLY	1,812.84
4/3/2024	26017	MITEL NETSOLUTIONS INC	429.94
4/3/2024	26018	MONICA CASTANEDA	125.29
4/3/2024	26020	OFFICE IMAGING, INC	4,762.00
4/3/2024	26021	PAPER CONNECTION INC	2,150.88
4/3/2024	26022	PIUSER STONE AND TILE, INC.	186,395.94
4/3/2024	26023	PRITIKA RAM	80.42
4/3/2024	26024	SANDRA GARCIA	11.39
4/3/2024	26025	ST. MARY'S DINING ROOM	1,755.43
4/3/2024	26026	STEPHEN WILLIFORD	165.00
4/3/2024	26027	STEPHEN WILLIFORD	165.00
4/3/2024	26028	STEPHEN WILLIFORD	165.00
4/3/2024	26029	STEPHEN WILLIFORD	129.00
4/3/2024	26030	STEPHEN WILLIFORD	325.00
4/3/2024	26031	STEPHEN WILLIFORD	129.00
4/3/2024	26032	STEPHEN WILLIFORD	129.00
4/3/2024	26033	STEPHEN WILLIFORD	129.00
4/3/2024	26034	STEPHEN WILLIFORD	465.00
4/3/2024	26035	STEPHEN WILLIFORD	165.00
4/3/2024	26036	STINSON STATIONERS	3,335.94
4/3/2024	26037	SULEMA GARCIA	29.03
4/3/2024	26038	SULEMA GARCIA	293.46
4/3/2024	26039	SULEMA GARCIA	51.25
4/3/2024	26040	SYSCO FOOD SERVICES OF VENTURA INC	1,457.23
4/3/2024	26041	SYSCO FOOD SERVICES OF VENTURA INC	1,639.04
4/3/2024	26042	SYSCO FOOD SERVICES OF VENTURA INC	43.25
4/3/2024	26043	SYSCO FOOD SERVICES OF VENTURA INC	13,570.59
4/3/2024	26044	SYSCO FOOD SERVICES OF VENTURA INC	334.48
4/3/2024	26045	SYSCO FOOD SERVICES OF VENTURA INC	216.29
4/3/2024	26046	SYSCO FOOD SERVICES OF VENTURA INC	41.31

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4/3/2024	26047	SYSCO FOOD SERVICES OF VENTURA INC	1,504.44
4/3/2024	26048	TEL TEC SECURITY SYSTEMS INC	3,262.91
4/3/2024	26049	W W GRAINGER INC	757.70
4/3/2024	26050	W W GRAINGER INC	139.13
4/3/2024	26051	WESLEY UNITED METHODIST CHURCH	715.70
4/4/2024	222930	YADIRA LASES	1,696.83
4/4/2024	222931	YADIRA LASES	842.28
4/4/2024	222932	ANDREA REYES	3,377.86
4/4/2024	222933	ANDREA REYES	1,214.91
4/5/2024	222934	MAYRA CENDEJAS DURAN	807.82
4/9/2024	222292	BRISEYDA HERNANDEZ	(232.60)
4/9/2024	222935	MARTHA MEJIA	437.05
4/9/2024	222936	MELANIE CARMEN DIAZ	45.65
4/9/2024	26004	JOHN REY	(767.35)
4/9/2024	27704	WELLS FARGO	61,582.01
4/10/2024	222937	4IMPRINT INC AKA NELSON MARKETING	827.95
4/10/2024	222938	A-1 BATTERY COMPANY	231.33
4/10/2024	222939	ALPHA MEDIA LLC	12,165.00
4/10/2024	222940	ALPHA WHOLESALE PRODUCE INC	2,430.80
4/10/2024	222941	AMBERLY HILL	33.50
4/10/2024	222942	AMERICAN BUSINESS FORMS INC	86.35
4/10/2024	222943	AMERIGAS LAKE ISABELLA	2,565.40
4/10/2024	222944	ANNA NUNEZ	1,530.00
4/10/2024	222945	ARCADIS, A CALIFORNIA PARTNERSHIP	260.00
4/10/2024	222946	AT&T	85.38
4/10/2024	222947	AT&T	42.22
4/10/2024	222948	AUTO CELL ELECTRONICS INC	3,304.65
4/10/2024	222949	BARBARA CISNEROS	8.71
4/10/2024	222950	BARNES & NOBLE BOOKSELLERS	3,989.16
4/10/2024	222951	BOLTON INSURANCE SERVICES LLC	25,000.00
4/10/2024	222952	CALIFORNIA WATER SERVICE COMPANY	1,554.20
4/10/2024	222953	CALIFORNIA WATER SERVICE COMPANY	212.29
4/10/2024	222954	CALIFORNIA WATER SERVICE COMPANY	36.80
4/10/2024	222955	CECELIA STEWART	1.34
4/10/2024	222956	CHARTER COMMUNICATIONS	204.00
4/10/2024	222957	CHARTER COMMUNICATIONS	204.00
4/10/2024	222958	CHARTER COMMUNICATIONS	254.00
4/10/2024	222959	CHARTER COMMUNICATIONS	204.00
4/10/2024	222960	CHARTER COMMUNICATIONS	204.00
4/10/2024	222961	CHARTER COMMUNICATIONS	199.98
4/10/2024	222962	CHARTER COMMUNICATIONS	199.98
4/10/2024	222963	CHARTER COMMUNICATIONS HOLDING COMPANY LLC	154.98
4/10/2024	222964	CHARTER COMMUNICATIONS HOLDING COMPANY LLC	234.96
4/10/2024	222965	CHARTER COMMUNICATIONS HOLDING COMPANY LLC	154.98
4/10/2024	222966	CHRISTOPHER PERCIVAL	441.92
4/10/2024	222967	CINDY RUIZ	45.56
4/10/2024	222968	CINTAS CORPORATION #668	2,434.19

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4/10/2024	222969	CITY OF BAKERSFIELD	3,287.88
4/10/2024	222970	CITY OF BAKERSFIELD	48.80
4/10/2024	222971	CITY OF BAKERSFIELD	5,044.24
4/10/2024	222972	CITY OF BAKERSFIELD	3,498.51
4/10/2024	222973	CITY OF BAKERSFIELD	1,247.00
4/10/2024	222974	CITY OF SHAFTER	547.27
4/10/2024	222975	CLAUDIA ELENA RIVERA	24.79
4/10/2024	222976	CMA FIRE PROTECTION	1,069.00
4/10/2024	222977	COMCAST CORPORATION	1,239.49
4/10/2024	222978	COMMUNITY ACTION PARTNERSHIP	2,985.00
4/10/2024	222979	COUNTY OF KERN PUBLIC WORKS	47.58
4/10/2024	222980	COURT APPOINTED SPECIAL ADVOCATES OF KERN COUNTY	1,400.00
4/10/2024	222981	DELTA LIQUID ENERGY	1,277.15
4/10/2024	222982	DEPARTMENT OF HUMAN RESOURCES	6,405.24
4/10/2024	222983	DEPARTMENT OF JUSTICE	1,996.00
4/10/2024	222984	DIANA RICO	151.42
4/10/2024	222985	EFRAIN DELGADO	450.00
4/10/2024	222986	ELIZABETH ARZEO SAABEDRA	22.78
4/10/2024	222987	FEDEX	32.14
4/10/2024	222988	FERGUSON ENTERPRISES INC #1350	482.90
4/10/2024	222989	FIRST CONGREGATIONAL CHURCH BAKERSFIELD	2,950.79
4/10/2024	222990	GLORIA NEVEL	85.76
4/10/2024	222991	GLYNIEL CAMPBELL	64.32
4/10/2024	222992	GOLDEN EMPIRE TRANSIT DISTRICT	2,000.00
4/10/2024	222993	GRIMMWAY ENTERPRISES, INC.	13,818.35
4/10/2024	222994	GUADALUPE A VILLASANA	75.75
4/10/2024	222995	HALONDA NAFF	127.30
4/10/2024	222996	HOME DEPOT COMMERCIAL CREDIT	696.04
4/10/2024	222997	HOWARD'S GARBAGE SERVICE	231.68
4/10/2024	222998	JANELL NICOLE GORE	78.39
4/10/2024	222999	JAUBRAE DIXON	80.40
4/10/2024	223000	JULIA ROMERO	197.65
4/10/2024	223001	KATHYA CORRALES VARGAS	31.49
4/10/2024	223002	KERN COUNTY SUPERINTENDENT OF SCHOOLS	12,991.93
4/10/2024	223003	KIMBERLITE CORPORATION	286.44
4/10/2024	223004	KINDER SYSTEMS INC.	27,617.80
4/10/2024	223005	KOCHIE TOKHI	102.65
4/10/2024	223006	LAMONT ELEMENTARY SCHOOL DISTRICT	13,272.64
4/10/2024	223007	LAMONT PUBLIC UTILITY DISTRICT	687.20
4/10/2024	223008	LAMONT SANITATION INC	2,069.96
4/10/2024	223009	LANEISHA HAMMOND	48.24
4/10/2024	223010	Lorena Hernandez-Vidales	24.12
4/10/2024	223011	LORENA PALOMO	24.12
4/10/2024	223012	LOTUS BAKERSFIELD CORP	16,460.00
4/10/2024	223013	LOWES COMPANIES INC	17,258.82
4/10/2024	223014	MARIANA NATALY AGUILAR DE SANTAMARIA	832.00
4/10/2024	223015	MARISSA ORTIZ-CORTEZ	50.25
4/10/2024	223016	MAYRA CENDEJAS DURAN	15.41
4/10/2024	223017	MAYRA GARCIA	37.52
4/10/2024	223018	MICHELLE RUIZ	12.06

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4/10/2024	223019	MIRELLA RUBIO	310.88
4/10/2024	223020	NATALIE RODRIGUEZ	32.83
4/10/2024	223021	NATASHA COONROD	75.04
4/10/2024	223022	NEXSTAR MEDIA INC	15,000.00
4/10/2024	223023	OASIS AIR CONDITIONING	16,754.75
4/10/2024	223024	ODP BUSINESS SOLUTIONS LLC	35.42
4/10/2024	223025	OFFICE1 LEASING	4,566.04
4/10/2024	223026	PATRIOTS INC	94.99
4/10/2024	223027	PAULINO CRUZ	74.37
4/10/2024	223028	PG&E	10,022.39
4/10/2024	223029	PRICE DISPOSAL	372.99
4/10/2024	223030	PRODUCERS DAIRY FOODS INC	2,947.48
4/10/2024	223031	RACE TELECOMMUNICATIONS INC	238.69
4/10/2024	223032	RAMIRO LOPEZ	80.40
4/10/2024	223033		0.00
4/10/2024	223034	RANDIK PAPER CO.	6,431.97
4/10/2024	223035	RAQUEL SILVA	81.07
4/10/2024	223036	REBECCA ROCHA	18.76
4/10/2024	223037	RONALD SHELAN	169.78
4/10/2024	223038	ROSLYN CRUZ	148.74
4/10/2024	223039	SAVE MART SUPERMARKETS	667.77
4/10/2024	223040	SCRIPPS MEDIA, INC. (DBA KERO-TV)	10,000.00
4/10/2024	223041	SOUTH TULARE RICHGROVE REFUSE INC	407.16
4/10/2024	223042	SOUTHERN CALIFORNIA EDISON	783.73
4/10/2024	223043	SOUTHERN KERN UNIFIED SCHOOL DISTRICT	1,865.50
4/10/2024	223044	SUPERIOR SANITATION SERVICE INC	723.40
4/10/2024	223045	THE TENNIS CHANNEL	25,854.98
4/10/2024	223046	UNITED RENTALS INC	341.17
4/10/2024	223047	UNITED WAY OF KERN COUNTY	5,333.16
4/10/2024	223048	UNIVISION TELEVISION GROUP INC	750.00
4/10/2024	223049	VALLEY PROPANE SERVICE	249.03
4/10/2024	223050	VANESSA CORTEZ MENDOZA	299.75
4/10/2024	223051	VILLATORO POWER WASHING	325.00
4/10/2024	223052	WASTE MANAGEMENT OF SOUTHERN CALIFORNIA	838.30
4/10/2024	223053	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	184.42
4/10/2024	223054	HOME DEPOT COMMERCIAL CREDIT	2,372.04
4/10/2024	223055	HOME DEPOT COMMERCIAL CREDIT	857.52
4/10/2024	223056	HOME DEPOT COMMERCIAL CREDIT	741.47
4/10/2024	223057	CLEMMER AND COMPANY	1,789.00
4/10/2024	223058	CYNTHIA RODRIGUEZ	300.50
4/10/2024	223059	KELLY LOWERY	194.25
4/10/2024	223060	BRISEYDA HERNANDEZ	232.60
4/10/2024	223061	JOHN REY	767.35
4/10/2024	223062	KAYLEIGH HOPKINSON	878.97
4/10/2024	223063	ESMERALDA GUADALUPE RAMOS	1,438.44
4/10/2024	223064	FATIMA ECHEVERRIA	259.00
4/10/2024	223065	JUANITA JIMENEZ	1,904.79
4/10/2024	223066	MICHELLE DEL RIO FUENTES	1,932.18
4/10/2024	26054	ADVANCED DATA STORAGE	237.60
4/10/2024	26055	ALAN RODRIGUEZ	179.56

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4/10/2024	26056	ALLIED UNIVERSAL SECURITY SERVICES	76,955.60
4/10/2024	26057	AMERICAN BUSINESS MACHINES	58.85
4/10/2024	26058	ANDREA REYES	39.53
4/10/2024	26059	ANGELICA NELSON	241.20
4/10/2024	26060	CA ASSOCIATION OF FOOD BANKS	3,977.50
4/10/2024	26061	CAPK FOUNDATON	80.52
4/10/2024	26062	CAZADOR CONSULTING GROUP INC	8,665.05
4/10/2024	26063	CDW GOVERNMENT LLC	6,888.38
4/10/2024	26064	CLARK PEST CONTROL	871.00
4/10/2024	26065	CREATIVE FINANCIAL STAFFING LLC	21,249.90
4/10/2024	26066	CSG-NAM, LLC	791.29
4/10/2024	26067	ERIC LE BARBE	79.73
4/10/2024	26068	ERIE CUSTOM COMPUTER APPLICATIONS	2,050.00
4/10/2024	26069	ERNESTO LEON	131.32
4/10/2024	26070	EVERGREEN CONSTRUCTION	600.00
4/10/2024	26071	EXACT STAFF, INC	930.80
4/10/2024	26072	FRESHPOINT CENTRAL CALIFORNIA, INC	1,416.02
4/10/2024	26073	FRONTIER COMMUNICATIONS HOLDINGS LLC	97.98
4/10/2024	26074	FRONTIER COMMUNICATIONS HOLDINGS LLC	60.72
4/10/2024	26075	FRONTIER COMMUNICATIONS HOLDINGS LLC	63.53
4/10/2024	26076	FRONTIER COMMUNICATIONS HOLDINGS LLC	1,169.31
4/10/2024	26077	GARCIA INDUSTRIES INC	13,002.00
4/10/2024	26078	GARCIA INDUSTRIES INC	3,850.00
4/10/2024	26079	GARCIA INDUSTRIES INC	16,944.00
4/10/2024	26080	GLORIANA TEIXEIRA	13.00
4/10/2024	26081	INDEPENDENT FIRE & SAFETY	2,976.70
4/10/2024	26082	JAYSHREE MADEKA	13.40
4/10/2024	26083	Jeanette Ayala Fernandez	44.22
4/10/2024	26084	JEREMY T TOBIAS	632.70
4/10/2024	26085	JESSICA REYES GONZALEZ	110.55
4/10/2024	26086	JOSE CABALLERO	56.95
4/10/2024	26087	KAPLAN EARLY LEARNING CO	438.53
4/10/2024	26088	KAREN VAZQUEZ	229.92
4/10/2024	26089	KAREN VAZQUEZ	58.96
4/10/2024	26090	KERNVILLE UNION SCHOOL DISTRICT	25,075.00
4/10/2024	26091	KERNVILLE UNION SCHOOL DISTRICT	24,716.89
4/10/2024	26092	KNIGHT'S SITE SERVICES INC	4,148.10
4/10/2024	26093	LEO BLANCO / LEO'S MOBILE CAR WASH & DETAIL	405.00
4/10/2024	26094	M AND S SECURITY SERVICES INC	240.00
4/10/2024	26095	Magaly Witz	4.02
4/10/2024	26096	MISSION LINEN SUPPLY	3,073.69
4/10/2024	26097	NARAMA INC	149.93
4/10/2024	26098	NARAMA INC	588.34
4/10/2024	26099	OFFICE IMAGING, INC	354.26
4/10/2024	26100	OLGA CASTRO	36.18
4/10/2024	26101	PLC SYSTEM SERVICES	19,207.00
4/10/2024	26102	QUE'MESHA BANNER	31.49

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4/10/2024	26103	RACHEL LECKKIRK	41.54
4/10/2024	26104	SHARON BRIGGS	73.70
4/10/2024	26105	SMART & FINAL	82.55
4/10/2024	26106	SMART & FINAL	288.79
4/10/2024	26107	SSD ALARM, INC	5,698.06
4/10/2024	26108	STEPHEN WILLIFORD	129.00
4/10/2024	26109	STEPHEN WILLIFORD	525.00
4/10/2024	26110	STEPHEN WILLIFORD	285.00
4/10/2024	26111	STEPHEN WILLIFORD	129.00
4/10/2024	26112	STEPHEN WILLIFORD	129.00
4/10/2024	26113	STINSON STATIONERS	4,095.23
4/10/2024	26114	SYSCO FOOD SERVICES OF VENTURA INC	958.60
4/10/2024	26115	SYSCO FOOD SERVICES OF VENTURA INC	109.45
4/10/2024	26116	SYSCO FOOD SERVICES OF VENTURA INC	1,268.61
4/10/2024	26117	SYSCO FOOD SERVICES OF VENTURA INC	1,086.34
4/10/2024	26118	SYSCO FOOD SERVICES OF VENTURA INC	10,644.53
4/10/2024	26119	SYSCO FOOD SERVICES OF VENTURA INC	114.38
4/10/2024	26120	SYSCO FOOD SERVICES OF VENTURA INC	1,291.88
4/10/2024	26121	TEL TEC SECURITY SYSTEMS INC	300.00
4/10/2024	26122	TEL TEC SECURITY SYSTEMS INC	262.50
4/10/2024	26123	TEL TEC SECURITY SYSTEMS INC	540.96
4/10/2024	26124	TRANS-WEST SECURITY SERVICES, INC.	1,058.62
4/10/2024	26125	TRANS-WEST SECURITY SERVICES, INC.	1,064.43
4/10/2024	26126	TRANS-WEST SECURITY SERVICES, INC.	569.14
4/10/2024	26127	TRANS-WEST SECURITY SERVICES, INC.	200.00
4/10/2024	26128	TRANS-WEST SECURITY SERVICES, INC.	1,918.58
4/10/2024	26129	VALLEY GARBAGE SERVICE	365.66
4/10/2024	26130	VERLINDA DENWITTY	107.20
4/10/2024	26131	VERNON SORENSON MD INC	45.00
4/10/2024	26132	VERNON SORENSON MD INC	25.00
4/10/2024	26133	WESLEY UNITED METHODIST CHURCH	1,041.26
4/10/2024	26134	YOLANDA GONZALES	273.25
4/10/2024	26135	PUBLIC AGENCY COALITION ENTERPRISE	737,108.11
4/10/2024	26136	THE HARTFORD PRIORITY ACCOUNTS	5,902.08
4/10/2024	26137	ERNESTO LEON	115.50
4/10/2024	26138	GLORIA BARBERO	277.25
4/10/2024	26139	JERRY MEADE	277.25
4/10/2024	26140	LETISHA BROOKS	300.50
4/10/2024	26141	MARIA GUADIAN	300.50
4/10/2024	26142	NICOLE NINO	277.25
4/10/2024	26143	YOLANDA GONZALES	300.50
4/10/2024	26144	MICHELLE JARA RANGEL	259.00

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4/11/2024	222668	HANSEN'S MOVING AND STORAGE, INC	(9,371.50)
4/11/2024	222670	HANSEN'S MOVING AND STORAGE, INC	(14,721.41)
4/11/2024	222671	HANSEN'S MOVING AND STORAGE, INC	(16,783.91)
4/11/2024	222672	HANSEN'S MOVING AND STORAGE, INC	(13,452.66)
4/11/2024	222673	HANSEN'S MOVING AND STORAGE, INC	(15,931.41)
4/16/2024	222932	ANDREA REYES	(3,377.86)
4/16/2024	222933	ANDREA REYES	(1,214.91)
4/17/2024	222072	VANESSA CORTEZ MENDOZA	(538.32)
4/17/2024	223067	4IMPRINT INC AKA NELSON MARKETING	3,846.11
4/17/2024	223068	ALEJANDRA SALVADOR	64.32
4/17/2024	223069	ALFONSO MORALES	191.62
4/17/2024	223070	ALLIANCE OF INFORMATION AND REFERRAL SYSTEMS	60.00
4/17/2024	223071	ALMA SANCHEZ	11.39
4/17/2024	223072	AMBER PUMPHREY	40.87
4/17/2024	223073	AMERIGAS LAKE ISABELLA	469.78
4/17/2024	223074	ANDRALETTE I WILSON	44.89
4/17/2024	223075	ANGELICA HERALDEZ	52.26
4/17/2024	223076	AT&T	605.96
4/17/2024	223077	BLUEPRINT SERVICE CO	2,387.71
4/17/2024	223078	BLUETRITON BRANDS INC	2.59
4/17/2024	223079	CALIFORNIA WATER SERVICE COMPANY	1,186.36
4/17/2024	223080	CALYPSO WEST INC. / BAKERSFIELD ICE	535.84
4/17/2024	223081	CARMEN STARKS	4.02
4/17/2024	223082	CASSANDRA WORTHY	28.14
4/17/2024	223083	CATHARYN LAURIE SPROULE	181.57
4/17/2024	223084	CHARLIE'S DAY & NITE, INC.	245.25
4/17/2024	223085	CHARTER COMMUNICATIONS	246.00
4/17/2024	223086	CHARTER COMMUNICATIONS	179.98
4/17/2024	223087	CHARTER COMMUNICATIONS	499.00
4/17/2024	223088	CHARTER COMMUNICATIONS	261.77
4/17/2024	223089	CHARTER COMMUNICATIONS	194.98
4/17/2024	223090	CHARTER COMMUNICATIONS	1,399.00
4/17/2024	223091	CHARTER COMMUNICATIONS	194.98
4/17/2024	223092	CINTAS CORPORATION #668	2,776.11
4/17/2024	223093	CINTYA OSORIO	95.14
4/17/2024	223094	CITY OF ARVIN	633.38
4/17/2024	223095	CITY OF RIDGECREST	890.00
4/17/2024	223096	CITY OF STOCKTON	20.14
4/17/2024	223097	CITY OF WASCO	1,439.52
4/17/2024	223098	COMMUNITY SERVICES AND DEVELOPMENT DEPARTMENT	722.27
4/17/2024	223099	COMMUNITY SERVICES AND EMPLOYMENT TRAIN	20,328.00
4/17/2024	223100	COUNTRY CLUB SERVICE	74.23
4/17/2024	223101	COVERALL NORTH AMERICA INC	1,025.00
4/17/2024	223102	CRYSTAL FLORES	16.08
4/17/2024	223103	CYNTHIA MAGDALENO	12.06
4/17/2024	223104	CYNTHIA RODRIGUEZ	93.13
4/17/2024	223105	DELTA LIQUID ENERGY	6,818.20
4/17/2024	223106	DOWNTOWN BUSINESS ASSOCIATION	190.00

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4/17/2024	223107	EAST NILES COMMUNITY SERVICES DIST	350.50
4/17/2024	223108	EDNA QUINONEZ	159.46
4/17/2024	223109	ELENA GARCIA	67.67
4/17/2024	223110	ELIZABETH MARTINEZ MEDINA	164.82
4/17/2024	223111	ENEDINA MARTINEZ	12.06
4/17/2024	223112	ESMERALDA GONZALES	9.38
4/17/2024	223113	ESTHER A REYES-GARZA	109.21
4/17/2024	223114	FLYERS ENERGY LLC	3,436.94
4/17/2024	223115	FRANCIS VEGA	190.28
4/17/2024	223116	GIRLHENE SORIANO	69.01
4/17/2024	223117	GRINGTEAM INC.	3,597.36
4/17/2024	223118	GUADALUPE CANCHOLA CASTELLANO	12.06
4/17/2024	223119	GUADALUPE FARIAS	46.23
4/17/2024	223120	GURSHAN GILL	25.46
4/17/2024	223121	HEIDY ESPINOZA	91.12
4/17/2024	223122	HOWARD'S GARBAGE SERVICE	82.56
4/17/2024	223123	JACINTA ZEDPEDA	69.01
4/17/2024	223124	JANEY FELSOCI	147.40
4/17/2024	223125	JENNIFER JAMES	3,000.00
4/17/2024	223126	JIMMIE ALVIDREZ	138.02
4/17/2024	223127	JOE CHAVARRIA	886.57
4/17/2024	223128	JORGENSEN & CO	355.41
4/17/2024	223129	JULISSA ELIZONDO	6.03
4/17/2024	223130	KERN ISLAND INVESTORS, GP	1,767.74
4/17/2024	223131	KERN RIVER PROPANE INC	8,136.00
4/17/2024	223132	KIMBERLY D FREIBERG	61.64
4/17/2024	223133	LA ROSA FRUIT BARS & ICE CREAM, INC	1,245.00
4/17/2024	223134	LAKESHORE EQUIPMENT COMPANY	10,279.26
4/17/2024	223135	LANGUAGE LINE SERVICES INC	47.35
4/17/2024	223136	LASTAND, INC	20.00
4/17/2024	223137	LAVAR NEWSOME	35.51
4/17/2024	223138	LAWYERS FOR JUSTICE PC	2,500.00
4/17/2024	223139	LEARA LEANNE SPROTT	58.96
4/17/2024	223140	LILLIAN URREA	36.18
4/17/2024	223141	LISETTE VAZQUEZ	79.00
4/17/2024	223142	LORENA IBARRA	15.41
4/17/2024	223143	LORETTA SERRA	65.00
4/17/2024	223144	LOTUS BAKERSFIELD CORP	2,610.00
4/17/2024	223145	LOWES COMPANIES INC	760.63
4/17/2024	223146	MANJIT KAUR GHUMAN	10.72
4/17/2024	223147	MARIA ALICIA HUIZAR	93.80
4/17/2024	223148	MARTIN CHAVEZ MEATS	14,072.50
4/17/2024	223149	MCWILLIAMS & WALDEN INC	582.03
4/17/2024	223150	MONICA LOPEZ	30.82
4/17/2024	223151	NEEDLES PUBLIC UTILITY AUTHORITY	51.40
4/17/2024	223152	ODP BUSINESS SOLUTIONS LLC	3,790.02
4/17/2024	223153	PARENTS AS TEACHERS NATIONAL CENTER	9,800.00
4/17/2024	223154	PG&E	5,644.16
4/17/2024	223155	PURA SABROSURA AGUAS FRESCAS	1,750.00
4/17/2024	223156	RAYJEAN STONE	48.24
4/17/2024	223157	RIAR, INC	25.00
4/17/2024	223158	ROSA JOHNSON	100.50

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4/17/2024	223159	SAFEWAY INC VONS DIVISION	41.82
4/17/2024	223160	SAGASER WATKINS & WIELAND PC	1,150.00
4/17/2024	223161	SAVE MART SUPERMARKETS	722.77
4/17/2024	223162	SHEVADA DOVE-WILLIAMS	257.95
4/17/2024	223163	SNIDERS	19.49
4/17/2024	223164	SOCALGAS	157.77
4/17/2024	223165	SOUTHERN CALIFORNIA EDISON	1,602.70
4/17/2024	223166	SOUTHERN KERN UNIFIED SCHOOL DISTRICT	2,289.00
4/17/2024	223167	ST. MICHAEL'S ANGLICAN PARISH RIDGECREST CA	150.00
4/17/2024	223168	SUBURBAN PROPANE	850.56
4/17/2024	223169	T.D. PRODUCE SALES	2,255.00
4/17/2024	223170	TEACHSTONE TRAINING LLC	1,280.00
4/17/2024	223171	TEACHSTONE TRAINING LLC	875.00
4/17/2024	223172	TEHACHAPI UNIFIED SCHOOL DISTRICT	1,632.00
4/17/2024	223173	TERESA LARA	54.27
4/17/2024	223174	TINA NUNEZ	175.54
4/17/2024	223175	TOMASA JARA	38.86
4/17/2024	223176	TOMMIE SUE CORDOVA	105.19
4/17/2024	223177	TRAFFIC MANAGEMENT, INC.	27.06
4/17/2024	223178	TRES HOMBRES FENCE COMPANY	225.00
4/17/2024	223179	ULINE	967.41
4/17/2024	223180	VANESSA MOLINA	268.00
4/17/2024	223181	WARM AND TOASTY MINI DONUTS & FUNNEL CAKES	3,750.00
4/17/2024	223182	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	629.83
4/17/2024	223183	YOLANDA OCHOA	848.30
4/17/2024	223184	ADRIANA BAUTISTA DE CRUZ	1,150.96
4/17/2024	223185	ALICIA GARCIA DE LEYVA	5,139.38
4/17/2024	223186	ALICIA MUNOZ DE SANCHEZ	1,112.90
4/17/2024	223187	ANA BERTHA BALLESTEROS JAIME	2,673.94
4/17/2024	223188	ANA MARIA ACOSTA DE ARIZAGA	2,878.57
4/17/2024	223189	BEATRIZ BUENO	2,100.00
4/17/2024	223190	BERTHA ALICIA CARAVES	575.48
4/17/2024	223191	BERTHA CONTRERAS	9,875.42
4/17/2024	223192	BRENDA BENAVIDEZ	254.29
4/17/2024	223193	CECILIA GAYTAN DE ZARATE	5,715.71
4/17/2024	223194	CLAUDIA ZAVALA CISNEROS	2,402.14
4/17/2024	223195	DIEGO FERREIRA	2,286.96
4/17/2024	223196	ERLINDA MARTHA MADUENO	3,023.22
4/17/2024	223197	ESTHER MELENDREZ	1,901.24
4/17/2024	223198	FLOR JAZMIN ZACARIAS	3,857.78
4/17/2024	223199	GUADALUPE AYON DE MENDOZA	1,124.40
4/17/2024	223200	IRMA JIMENEZ CASTANEDA	3,880.50
4/17/2024	223201	JACKELINE NEOMI GARCIA	1,256.50
4/17/2024	223202	JUANA INEZ SALGADO RENTERIA	3,437.86
4/17/2024	223203	LETICIA GARIBAY CEJA	2,014.27
4/17/2024	223204	MANUELA P MEDINA	6,892.82
4/17/2024	223205	MARA G RAMIREZ DE MARTINEZ	7,596.74
4/17/2024	223206	MARCELA CHAVEZ OSEGUERA	1,751.72
4/17/2024	223207	MARCELA G NUNEZ DE GUTIERREZ	12,888.78
4/17/2024	223208	MARCELINA PERALTA	4,325.02

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4/17/2024	223209	MARGARITA GARIBAY CORTES	5,380.34
4/17/2024	223210	MARIA CRUZ MACIAS	1,256.50
4/17/2024	223211	MARIA DEL SOCORRO CARMONA	2,374.36
4/17/2024	223212	MARIA EUGENIA GARCIA DE VEGA	1,674.94
4/17/2024	223213	MARIA LOURDES MORENO ESQUIVEL	1,973.14
4/17/2024	223214	MARIA PICOS DE GARCIA	2,636.78
4/17/2024	223215	MARIA SANDRA L DE ESTRADA	8,468.98
4/17/2024	223216	MARIA SOFIA MENDOZA DE ORTIZ	1,018.68
4/17/2024	223217	MARIA T HERNANDEZ	1,050.00
4/17/2024	223218	MARIA V SOSA	670.60
4/17/2024	223219	MAYRA PONCE GARIBAY	1,621.39
4/17/2024	223220	RUFINITA PRISCILLA MARIE SAUCEDA	2,522.12
4/17/2024	223221	RUTH CARINA PAREDES	8,128.29
4/17/2024	223222	SAIDY LORENA MAYEN	7,274.73
4/17/2024	223223	SANDRA ELIZABETH SAMAYOA	2,296.06
4/17/2024	223224	SANDRA RUBI HERNANDEZ	326.58
4/17/2024	223225	TERESA CERVANTES	611.89
4/17/2024	223226	VERONICA HERNANDEZ	1,006.18
4/17/2024	223227	ANA HERMELINDA SANTOS PACHECO	9,797.14
4/17/2024	223228	CARMEN SANTOS PACHECO	6,161.03
4/17/2024	223229	MARIA DEL CARMEN GUTIERREZ BRITO	1,100.38
4/17/2024	223230	MARIA P COSIO	10,408.31
4/17/2024	223231	HORTENCIA HERNANDEZ	378.75
4/17/2024	223232	AMPARO MAGANA	1,844.38
4/17/2024	223233	ANA R LEMUS LOPEZ	2,770.89
4/17/2024	223234	ANDRADE ESTELA Y JOSE FAMILY CHILD CARE	2,749.90
4/17/2024	223235	ANDREA R RIVERA	1,770.19
4/17/2024	223236	BERTHA NERTO	7,840.07
4/17/2024	223237	BRENDA SUJEY MARTINEZ	3,007.91
4/17/2024	223238	CRISTINA SOTO DE MARTINEZ	2,834.09
4/17/2024	223239	ESMERALDA YOSELI SALCIDO CURIEL	1,754.04
4/17/2024	223240	GLORIA LEMUS DE LEMUS	1,911.90
4/17/2024	223241	GUADALUPE CABRERA	10,391.69
4/17/2024	223242	GUADALUPE ELIZABETH PENUELAS	3,823.80
4/17/2024	223243	IRIS GISELA MAGANA	9,048.36
4/17/2024	223244	KASANDRA LOPEZ-CORDERO	1,590.21
4/17/2024	223245	MARIA ELENA CORONA DE IBARRA	8,007.17
4/17/2024	223246	MARIA J MARTINEZ DE GARCIA	5,779.09
4/17/2024	223247	ROSAURA QUINTERO DE LOPEZ	8,408.81
4/17/2024	223248	VERONICA L ESCOBAR	9,550.90
4/17/2024	223249	GLORIA GARCIA DE MADERA	7,995.46
4/17/2024	223250	LETICIA MARIA BOTELLO	4,472.73
4/17/2024	223251	MARIA B CRUZ DE PULIDO	9,683.14
4/17/2024	223252	ROCIO JOSEFINA HERNANDEZ	13,743.10
4/17/2024	223253	ANA M HERNANDEZ DE RIOS	4,333.26
4/17/2024	223254	JUANA H PIMENTEL	7,439.26
4/17/2024	223255	LILIA ESQUIVEL MONROY	4,615.02
4/17/2024	223256	LORI MACIAS CERNA	8,626.99
4/17/2024	223257	DOLORES VERDUZCO GALINDO	5,947.27
4/17/2024	223258	ELOISA MONTES DE ROMERO	1,269.70
4/17/2024	223259	HERLINDA NOLASCO DE GONZALEZ	4,143.23
4/17/2024	223260	MARIA M ANGULO	5,184.51
4/17/2024	223261	KASANDRA LOPEZ-CORDERO	1,897.50
4/17/2024	223262	LILIA ESQUIVEL MONROY	964.36

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4/17/2024	223263	ROSALBA CABRAL	3,842.14
4/17/2024	223264	ROSELIA MADERA CALDERA	1,059.67
4/17/2024	223265	XOCHITL ARTHEMISA PELAGIO	5,795.46
4/17/2024	223266	AIDE AVELAR	41.25
4/17/2024	223267	AN HOANG	41.25
4/17/2024	223268	ANA TRUJILLO	41.25
4/17/2024	223269	ARACELI MADRIGAL NUNEZ	41.25
4/17/2024	223270	ASHLEY BOWMAN	41.25
4/17/2024	223271	ASIFA AMIRI	41.25
4/17/2024	223272	Asuncion Gonzalez	41.25
4/17/2024	223273	AURORA MORENO	41.25
4/17/2024	223274	BRENDA AMAYA	41.25
4/17/2024	223275	BRITTANY WILEY	41.25
4/17/2024	223276	CHAKARATANO LOCH	41.25
4/17/2024	223277	CHANTHA SENG	41.25
4/17/2024	223278	COURTNEY BUCHANAN	41.25
4/17/2024	223279	ELIZABETH MARTINEZ	41.25
4/17/2024	223280	EMMA JELINEK	41.25
4/17/2024	223281	ERIKA MARIA GARCIA	41.25
4/17/2024	223282	ESTELA CORRALES	41.25
4/17/2024	223283	GLENDA SOUICE	41.25
4/17/2024	223284	HANNIA I ACEVEDO	41.25
4/17/2024	223285	ILEANNA FIGUEROA	41.25
4/17/2024	223286	JANELLE ANDRES	41.25
4/17/2024	223287	JENNIFER LOLLAR	41.25
4/17/2024	223288	JESSICA CARRASCO	41.25
4/17/2024	223289	JUANA MEZA	41.25
4/17/2024	223290	JUDY DELYNN ARTELLAN	41.25
4/17/2024	223291	JULIAN MAHAN	41.25
4/17/2024	223292	KAREN SOTO	41.25
4/17/2024	223293	KATHERINE LEONARDO	41.25
4/17/2024	223294	LAURA CORTEZ	41.25
4/17/2024	223295	LILIANA GONZALEZ GABRIEL	41.25
4/17/2024	223296	LILLIAN URREA	41.25
4/17/2024	223297	LISETTE VAZQUEZ	41.25
4/17/2024	223298	LORENA NAVA	41.25
4/17/2024	223299	MAGNOLIA ESQUIVEL MORA	41.25
4/17/2024	223300	MALLORY MISASI	41.25
4/17/2024	223301	MARIA GRANADOS	41.25
4/17/2024	223302	MARTA GONZALEZ	41.25
4/17/2024	223303	MARTHA ORDUNA	41.25
4/17/2024	223304	MARTHA RIOS TORRES	41.25
4/17/2024	223305	MARY WAGNER	41.25
4/17/2024	223306	MODESTA LOPEZ	41.25
4/17/2024	223307	MONICA BASILIO	41.25
4/17/2024	223308	MYRNA PEREZ FRANCO	41.25
4/17/2024	223309	OBDULIA GUZMAN BAUTISTA	41.25
4/17/2024	223310	PATSY GUEVARA	41.25
4/17/2024	223311	PAULA MASANIAI	41.25
4/17/2024	223312	PHEDRA CASTILLO VALDEZ	41.25
4/17/2024	223313	ROBERT BRECHFELDT	41.25
4/17/2024	223314	ROSA CALLEJAS	41.25
4/17/2024	223315	SARANYA RAVINDRAN	41.25
4/17/2024	223316	SILVIA G HERRERA	41.25
4/17/2024	223317	TIFFANY WAITERS-MCCLINTON	41.25

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4/17/2024	223318	TOTEEONNA KING	41.25
4/17/2024	223319	VIANEY GARCIA HERNANDEZ	41.25
4/17/2024	223320	YANUARIA LLAMAS- GUERRERO	41.25
4/17/2024	223321	ZANAYA HALLIDAY	41.25
4/17/2024	223322	KERN RIVER PROPANE INC	10,364.00
4/17/2024	223323	LOWES COMPANIES INC	752.01
4/17/2024	223324	KERN RIVER PROPANE INC	3,345.00
4/17/2024	223325	ANDREA REYES	3,377.86
4/17/2024	223326	ANDREA REYES	1,214.91
4/17/2024	26145	AMAZON CAPITAL SERVICES, INC	475.10
4/17/2024	26146	AMAZON CAPITAL SERVICES, INC	38.84
4/17/2024	26147	AMAZON CAPITAL SERVICES, INC	135.31
4/17/2024	26148	AMAZON CAPITAL SERVICES, INC	395.43
4/17/2024	26149	AMAZON CAPITAL SERVICES, INC	172.27
4/17/2024	26150	AMAZON CAPITAL SERVICES, INC	45.10
4/17/2024	26151	AMAZON CAPITAL SERVICES, INC	111.03
4/17/2024	26152	AMAZON CAPITAL SERVICES, INC	606.06
4/17/2024	26153	AMAZON CAPITAL SERVICES, INC	118.81
4/17/2024	26154	AMAZON CAPITAL SERVICES, INC	439.46
4/17/2024	26155	AMAZON CAPITAL SERVICES, INC	58.65
4/17/2024	26156	AMAZON CAPITAL SERVICES, INC	14.03
4/17/2024	26157	AMAZON CAPITAL SERVICES, INC	237.03
4/17/2024	26158	AMAZON CAPITAL SERVICES, INC	102.12
4/17/2024	26159	AMAZON CAPITAL SERVICES, INC	143.26
4/17/2024	26160	AMAZON CAPITAL SERVICES, INC	121.32
4/17/2024	26161	AMAZON CAPITAL SERVICES, INC	1,032.56
4/17/2024	26162	AMAZON CAPITAL SERVICES, INC	444.19
4/17/2024	26163	AMAZON CAPITAL SERVICES, INC	69.96
4/17/2024	26164	AMAZON CAPITAL SERVICES, INC	347.64
4/17/2024	26165	AMAZON CAPITAL SERVICES, INC	1,174.92
4/17/2024	26166	AMAZON CAPITAL SERVICES, INC	98.05
4/17/2024	26167	AMAZON CAPITAL SERVICES, INC	627.85
4/17/2024	26168	AMAZON CAPITAL SERVICES, INC	439.46
4/17/2024	26169	AMAZON CAPITAL SERVICES, INC	49.74
4/17/2024	26170	AMAZON CAPITAL SERVICES, INC	917.53
4/17/2024	26171	AMAZON CAPITAL SERVICES, INC	281.60
4/17/2024	26172	AMAZON CAPITAL SERVICES, INC	298.27
4/17/2024	26173	AMAZON CAPITAL SERVICES, INC	125.04
4/17/2024	26174	AMAZON CAPITAL SERVICES, INC	439.46
4/17/2024	26175	AMAZON CAPITAL SERVICES, INC	624.80
4/17/2024	26176	AMERICAN BUSINESS MACHINES	223.40
4/17/2024	26177	AN ICON COMPANY, LLC	883.11
4/17/2024	26178	ANNELISA PEREZ	46.90
4/17/2024	26179	AYLEEN QUIROZ	100.50
4/17/2024	26180	BRADY INDUSTRIES	6,864.27
4/17/2024	26181	CCI OFFICE TECHNOLOGIES	363.44
4/17/2024	26182	CDW GOVERNMENT LLC	2,421.68
4/17/2024	26183	CHEVRON AND TEXACO BUSINESS CARD SERVICES	8,724.21
4/17/2024	26184	CHEVRON AND TEXACO BUSINESS CARD SERVICES	564.69
4/17/2024	26185	CHRISTOPHER SANCHEZ	85.09
4/17/2024	26186	CONNIE RAMIREZ	360.46
4/17/2024	26187	CSG-NAM, LLC	1,002.96
4/17/2024	26188	DELL TECHNOLOGIES, INC.	27,766.18

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4/17/2024	26189	DELORES PATRICIO	99.16
4/17/2024	26190	DESIREE JACKSON	92.46
4/17/2024	26191	DISCOUNT SCHOOL SUPPLY	55.37
4/17/2024	26192	DONAHUE TRUCK CENTERS	121.15
4/17/2024	26193	ELIZABETH CISNEROS	43.55
4/17/2024	26194	ELIZABETH WILLIAMS	43.55
4/17/2024	26195	ERIC LE BARBE	21.99
4/17/2024	26196	ESTEFANIE VIDAURY	88.44
4/17/2024	26197	EXACT STAFF, INC	919.17
4/17/2024	26198	EXACT STAFF, INC	1,036.00
4/17/2024	26199	EXACT STAFF, INC	1,036.00
4/17/2024	26200	EXACT STAFF, INC	828.80
4/17/2024	26201	FIVE9 INC	4,388.94
4/17/2024	26202	FIVE9 INC	6,678.31
4/17/2024	26203	FRONTIER COMMUNICATIONS HOLDINGS LLC	382.16
4/17/2024	26204	FRONTIER COMMUNICATIONS HOLDINGS LLC	73.39
4/17/2024	26205	GARCIA INDUSTRIES INC	13,572.00
4/17/2024	26206	GARCIA INDUSTRIES INC	9,815.00
4/17/2024	26207	GARDEN PATHWAYS INC	8,211.00
4/17/2024	26208	GIOVANNI ARAGON	84.42
4/17/2024	26209	GLORIANA TEIXEIRA	217.08
4/17/2024	26210	HANCOCK SOFTWARE, INC.	58,000.00
4/17/2024	26211	HANSEN'S MOVING AND STORAGE, INC	13,617.41
4/17/2024	26212	INDOFF INCORPORATED	614.21
4/17/2024	26213	JON DOOLEY HEATING AND COOLING	10,557.52
4/17/2024	26214	KAPLAN EARLY LEARNING CO	214.88
4/17/2024	26215	KAPLAN EARLY LEARNING CO	3,318.77
4/17/2024	26216	LEO BLANCO / LEO'S MOBILE CAR WASH & DETAIL	330.00
4/17/2024	26217	MARIA C VARELA	162.14
4/17/2024	26218	MARIA D FLORES TORRES	186.26
4/17/2024	26219	MARIA DEL CARMEN VILLANUEVA	131.32
4/17/2024	26220	MARIA PINANO	52.26
4/17/2024	26221	MARIA RAMOS	42.88
4/17/2024	26222	MARIANA RIOS	73.03
4/17/2024	26223	MARY ANN MOONEY	304.85
4/17/2024	26224	MICHAEL E BRADLEY	156.95
4/17/2024	26225	MISSION LINEN SUPPLY	1,675.63
4/17/2024	26226	NARAMA INC	1,012.41
4/17/2024	26227	NARAMA INC	1,029.71
4/17/2024	26228	OFFICE IMAGING, INC	20.50
4/17/2024	26229	ORKIN PEST CONTROL	4,682.61
4/17/2024	26230	PALOMA SANDOVAL	44.22
4/17/2024	26231	PAULIN INDUSTRIES, INC.	8,168.94
4/17/2024	26232	PENSIONMARK FINACIAL GROUP, LLC	3,125.00
4/17/2024	26233	POWER MACHINERY CENTER	450.28
4/17/2024	26234	ROSA RABAGO	126.63
4/17/2024	26235	SAN JOAQUIN INTERIORS	4,950.00
4/17/2024	26236	SANDATA TECHNOLOGIES LLC	200.59
4/17/2024	26237	SHAWNA R MARKS	42.21
4/17/2024	26238	SMART & FINAL	268.08
4/17/2024	26239	ST. MARY'S DINING ROOM	1,618.33
4/17/2024	26240	STAPLES ADVANTAGE	688.23

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4/17/2024	26241	STAPLES ADVANTAGE	398.87
4/17/2024	26242	STAPLES ADVANTAGE	585.70
4/17/2024	26243	STAPLES ADVANTAGE	114.04
4/17/2024	26244	STAPLES ADVANTAGE	998.95
4/17/2024	26245	STINSON STATIONERS	982.50
4/17/2024	26246	SUSIE E MARTINEZ	17.42
4/17/2024	26247	SYSKO FOOD SERVICES OF VENTURA INC	153.72
4/17/2024	26248	SYSKO FOOD SERVICES OF VENTURA INC	9,943.15
4/17/2024	26249	SYSKO FOOD SERVICES OF VENTURA INC	1,227.08
4/17/2024	26250	SYSKO FOOD SERVICES OF VENTURA INC	31.75
4/17/2024	26251	SYSKO FOOD SERVICES OF VENTURA INC	147.80
4/17/2024	26252	SYSKO FOOD SERVICES OF VENTURA INC	429.72
4/17/2024	26253	SYSKO FOOD SERVICES OF VENTURA INC	1,790.02
4/17/2024	26254	SYSKO FOOD SERVICES OF VENTURA INC	1,796.86
4/17/2024	26255	TEL TEC SECURITY SYSTEMS INC	8,764.59
4/17/2024	26256	TRANS-WEST SECURITY SERVICES, INC.	3,060.00
4/17/2024	26257	VERNON SORENSON MD INC	1,733.00
4/17/2024	26258	VERNON SORENSON MD INC	280.00
4/17/2024	26259	ADELA JAIMES	9,289.25
4/17/2024	26260	ADRIANA AGUIRRE GAONA	4,609.03
4/17/2024	26261	ADRIANA CEJA GONZALEZ	11,135.77
4/17/2024	26262	ADRIANA GOMEZ	10,395.83
4/17/2024	26263	ADRIANA SERNAS	727.66
4/17/2024	26264	ALEXIS SAVEDRA	3,704.92
4/17/2024	26265	ALICIA SANCHEZ	3,042.26
4/17/2024	26266	ANA MARTINEZ	1,010.82
4/17/2024	26267	ANA PATRICIA CAMARGO	6,081.47
4/17/2024	26268	ANA ROSA M SANCHEZ	9,789.18
4/17/2024	26269	ANDREA PIMENTEL DE DOMINGUEZ	9,231.56
4/17/2024	26270	ANGELA PELAYO	1,528.02
4/17/2024	26271	ANGELICA M MARES	4,950.90
4/17/2024	26272	ANTONIA PANIAGUA ROSALES	12,441.23
4/17/2024	26273	ARACELI MORALES DE MARTINEZ	5,013.56
4/17/2024	26274	ARACELY CRUZ DE MONTERROSA	14,260.76
4/17/2024	26275	AYDE JAIME	13,298.21
4/17/2024	26276	BEATRIZ GONZALEZ DUENAS	1,689.62
4/17/2024	26277	BLANCA EVELIA RUIZ DE SOLORIO	9,545.22
4/17/2024	26278	CAROLINA GIL	6,792.04
4/17/2024	26279	CATALINA RIVERA DE ESPINOZA	2,404.42
4/17/2024	26280	CESILA GARCIA DIAZ	622.38
4/17/2024	26281	CLARA ACOSTA FERREL	1,821.56
4/17/2024	26282	CLAUDIA BARAJAS ROGEL	1,292.98
4/17/2024	26283	CLAUDIA GARCIA	3,769.50
4/17/2024	26284	CONSUELO PUGA	6,201.44
4/17/2024	26285	DAISY ALMIDA GONZALEZ	7,634.49
4/17/2024	26286	DAVID PANTOJA	7,743.80

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4/17/2024	26287	DELIA CHAVEZ	622.38
4/17/2024	26288	DOLORES M PLATERO	5,684.47
4/17/2024	26289	DORA LUZ RIVERA	3,677.39
4/17/2024	26290	DULCE IRASEMA MUNOZ LOPEZ	1,886.83
4/17/2024	26291	EDELMIRA L VIVEROS	5,481.25
4/17/2024	26292	ELENA OCHOA CONTRERAS	1,256.50
4/17/2024	26293	ELIDA CRUZ	7,007.07
4/17/2024	26294	ELIM RODRIGUEZ	3,680.18
4/17/2024	26295	ELIZABETH CHAVEZ	1,984.31
4/17/2024	26296	ELIZABETH DIAZ	5,916.42
4/17/2024	26297	ELIZABETH GONZALEZ	3,839.13
4/17/2024	26298	ELOISA QUINTINO DE MARTINEZ	654.10
4/17/2024	26299	ELSA NOHEMI FLORES GONZALEZ	895.88
4/17/2024	26300	ELSA YANETH QUEVEDO ORTIZ	12,271.36
4/17/2024	26301	ELVIA O CASTELLANOS	2,642.00
4/17/2024	26302	ERICKA DELGADILLO RODRIGUEZ	2,246.33
4/17/2024	26303	ESPERANZA B TOBAR	1,006.18
4/17/2024	26304	EVANY MURILLO	3,088.64
4/17/2024	26305	EVELYN SANCHEZ	602.40
4/17/2024	26306	FABIOLA GARCIA AVILES	1,213.88
4/17/2024	26307	FELISITA GOMEZ DE GOMEZ	3,202.32
4/17/2024	26308	GABRIELA ARREGUIN	7,010.62
4/17/2024	26309	GEORGINA CONCEPCION WARREN COSTALES	5,628.66
4/17/2024	26310	GLADYS ITZEL GALVAN	1,973.56
4/17/2024	26311	GLORIA ISITA MEJIA	1,608.44
4/17/2024	26312	GLORIA PARRA	698.01
4/17/2024	26313	GREGORIA GALLEGOS	9,552.86
4/17/2024	26314	GUADALUPE AVILES LEYVA	2,838.22
4/17/2024	26315	GUADALUPE CECILIA JAIME	894.54
4/17/2024	26316	GUADALUPE OLAZABAL	565.93
4/17/2024	26317	GUILLERMINA HERNANDEZ GOMEZ	3,911.75
4/17/2024	26318	HERMELINDA BRICENO NOH	1,787.95
4/17/2024	26319	HILDA ARACELI ARAMBULA MORENO	884.54
4/17/2024	26320	IMELDA HERNANDEZ	2,813.48
4/17/2024	26321	IMELDA MARIN DE JUAREZ	11,289.19
4/17/2024	26322	INES MARISCAL MACIAS	636.99
4/17/2024	26323	IRENE R SIXTOS	10,457.39
4/17/2024	26324	IRMA AYALA CONTRERAS	2,817.06
4/17/2024	26325	IRMA C GARCIA	1,223.87
4/17/2024	26326	IRMA FLORES	2,959.94
4/17/2024	26327	IRMA SANDOVAL ROBLES	10,886.66
4/17/2024	26328	IRMA VERONICA OSEGUERA	6,397.82
4/17/2024	26329	ISABEL GARCIA	6,591.51
4/17/2024	26330	ISABEL LILLY VILLANUEVA	1,006.18
4/17/2024	26331	JACLYN PRADO	12,110.75
4/17/2024	26332	JASMIN ALEJANDRA ARANDA	3,386.65
4/17/2024	26333	JASMINE CANCHOLA	5,210.92
4/17/2024	26334	JESSICA ALEJANDRA BANOS	602.40
4/17/2024	26335	JESSICA MIRAXY DOMINGUEZ	909.94
4/17/2024	26336	JOANNA GONZALEZ	5,712.16
4/17/2024	26337	JOANNA ROBLES	909.94
4/17/2024	26338	JOSELINE ARREDONDO	2,301.92
4/17/2024	26339	JUANA RAMOS MUNOZ	1,851.36
4/17/2024	26340	JUANITA FAY GALVAN	1,820.24

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4/17/2024	26341	JULISSA MARIE ARAGON	8,453.64
4/17/2024	26342	KASANDRA FIGUEROA BASURTO	2,533.35
4/17/2024	26343	LAURA A RODRIGUEZ	8,299.28
4/17/2024	26344	LAURA E NUNEZ	676.01
4/17/2024	26345	LESLIE KARINA TOSCANO CRUZ	982.12
4/17/2024	26346	LETICIA G HERNANDEZ	9,681.06
4/17/2024	26347	LETICIA MORALES	8,461.04
4/17/2024	26348	LILIA HORTENCIA OSEGUERA	10,393.32
4/17/2024	26349	LILIA YAZMIN JUAREZ	9,188.30
4/17/2024	26350	LILIANA REYES GONZALEZ	909.94
4/17/2024	26351	LILIANA SOLORIO	4,376.24
4/17/2024	26352	LORENA ALTAMIRANO HERNANDEZ	636.99
4/17/2024	26353	LORENA SILVA DE MALDONADO	3,299.14
4/17/2024	26354	LORENA TRUJILLO ESCOBEDO	1,772.60
4/17/2024	26355	LOURDES PEREZ DE GARCIA	3,079.06
4/17/2024	26356	MA BELEN RODRIGUEZ BRAVO	1,858.90
4/17/2024	26357	MACARMEN LUCATERO	1,969.88
4/17/2024	26358	MARGARITA CORTES DE BARAJAS	13,569.27
4/17/2024	26359	MARGARITA FELIX	7,521.49
4/17/2024	26360	MARGARITA PADILLA BARAJAS	7,373.06
4/17/2024	26361	MARIA A LOPEZ	6,019.10
4/17/2024	26362	MARIA ARACELI CRUZ	799.95
4/17/2024	26363	MARIA ASUSENA GONZALEZ-GUTIERREZ	3,945.58
4/17/2024	26364	MARIA C ARELLANO DE CONTRERAS	4,441.56
4/17/2024	26365	MARIA C CUEVAS DE GARCIA	2,447.74
4/17/2024	26366	MARIA CONCEPCION CEJA	7,241.48
4/17/2024	26367	MARIA E CORONA HEREDIA	2,580.52
4/17/2024	26368	MARIA E CUARA	1,256.50
4/17/2024	26369	MARIA ELENA CEJA	2,557.75
4/17/2024	26370	MARIA ELENA RODRIGUEZ	1,637.60
4/17/2024	26371	MARIA ESTELA ARROYO	1,868.46
4/17/2024	26372	MARIA ESTHER GONZALEZ AVALOS	4,363.96
4/17/2024	26373	MARIA GUADALUPE ALVAREZ	3,736.86
4/17/2024	26374	MARIA GUADALUPE CONTRERAS VARGAS	4,549.44
4/17/2024	26375	MARIA GUADALUPE DIAZ DE RUIZ	2,875.03
4/17/2024	26376	MARIA GUADALUPE GONZALEZ	8,003.38
4/17/2024	26377	MARIA GUADALUPE LEYVA	1,622.40
4/17/2024	26378	MARIA GUADALUPE LOPEZ CORZA	10,816.19
4/17/2024	26379	MARIA LOURDES NIEVAS DE SALAZAR	5,257.74
4/17/2024	26380	MARIA NANCY CRUZ	6,426.78
4/17/2024	26381	MARIA PAZ	8,132.50
4/17/2024	26382	MARIA R GARCIA DE ARAMBULA	9,853.07
4/17/2024	26383	MARIA RAFAELA JAIMES HERNANDEZ	909.94
4/17/2024	26384	MARIANA NAVA	1,349.80
4/17/2024	26385	MARIANELA G ORTIZ	5,004.03
4/17/2024	26386	MARIELENA VILLALOBOS	1,292.98
4/17/2024	26387	MARILU GARZA	10,053.58
4/17/2024	26388	MARTHA SALGADO	12,074.49
4/17/2024	26389	MAYLEN CHAVOLLA AYALA	1,655.67
4/17/2024	26390	MAYRA HERNANDEZ	3,727.00
4/17/2024	26391	MIGUEL ANGEL GARCIA JIMENEZ	3,861.57
4/17/2024	26392	MIRIAM LOPEZ GUTIERREZ	8,305.95
4/17/2024	26393	NANCY GARIBAY HERNANDEZ	1,916.12

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4/17/2024	26394	Natalie Sevilla	1,131.86
4/17/2024	26395	NORMA LISA GUZMAN	4,377.62
4/17/2024	26396	NORMA M ZARAZUA	5,884.03
4/17/2024	26397	NUBIA IVETTE ACEVES RODRIGUEZ	894.54
4/17/2024	26398	OLGA LIDIA ALVAREZ	1,256.50
4/17/2024	26399	OLGA ZAMAGO	1,778.22
4/17/2024	26400	ORGARIDT ALCANZAR MAGANA	7,456.19
4/17/2024	26401	PATRICIA SANCHEZ	7,465.70
4/17/2024	26402	PRECIOSA ISABEL CHAMALE CASTRO	670.60
4/17/2024	26403	RAQUEL G DE IZARRARAS	2,848.14
4/17/2024	26404	REMEDIOS MORENO ZAVALA	1,805.77
4/17/2024	26405	REYNA MOREIRA DELGADO	1,085.24
4/17/2024	26406	RITA GARCIA	13,661.19
4/17/2024	26407	ROCIO OROZCO IBARRA	12,140.41
4/17/2024	26408	Rosa Elena Arellano	1,717.23
4/17/2024	26409	ROSA HERRERA	7,272.19
4/17/2024	26410	ROSA M SALAZAR	698.01
4/17/2024	26411	ROSALIA MARTINEZ DE MENDOZA	1,773.34
4/17/2024	26412	RUBICEL RUIZ SOLORIO	4,871.93
4/17/2024	26413	SARA CASTANEDA	636.99
4/17/2024	26414	SENDY N HERNANDEZ SOSA	1,119.28
4/17/2024	26415	SILVIA DAVALOS DE ANGUIANO	3,577.32
4/17/2024	26416	SILVIA E ZUNIGA	12,815.54
4/17/2024	26417	SILVIA MENDEZ URIBE	1,907.12
4/17/2024	26418	SONIA PANTOJA	7,997.81
4/17/2024	26419	STEPHANIE VERDUGO	5,744.86
4/17/2024	26420	SUNSHINE CENTER	2,025.82
4/17/2024	26421	SUSY I SANTACRUZ DE SAHAGUN	6,449.23
4/17/2024	26422	SYDNEY GONZALEZ	2,443.94
4/17/2024	26423	SYLVIA MORA	1,282.58
4/17/2024	26424	TERESA CAROLINA OROPEZA	10,983.38
4/17/2024	26425	TINA MARIE ANTE	10,930.06
4/17/2024	26426	TRINIDAD TINOCO	9,130.42
4/17/2024	26427	VIRGINIA RUELAS DE LEYVA	3,119.25
4/17/2024	26428	Yanely Garcia	1,820.24
4/17/2024	26429	YESENIA ESCOTO MURILLO	1,921.86
4/17/2024	26430	YESENIA SALAZAR-PENA	4,856.39
4/17/2024	26431	YOLANDA JUAREZ	9,484.72
4/17/2024	26432	ZEFERINO GONZALEZ	1,173.76
4/17/2024	26433	ANDREA FRANCISCA SANTOS MENDOZA	13,552.61
4/17/2024	26434	ANGELICA VALIENTE DE BARRAGAN	10,244.22
4/17/2024	26435	ARACELI EMMA GUERRERO DE MENDEZ	5,417.10
4/17/2024	26436	BAUDELINA SANTOS PACHECO	4,705.14
4/17/2024	26437	BERTHA MORENO	8,892.30
4/17/2024	26438	BIVIANA MANRIQUEZ	10,466.34
4/17/2024	26439	CARMEN BELTRAN	11,281.98
4/17/2024	26440	CELFIDA SANTOS DE RUIZ	11,349.30
4/17/2024	26441	DOLORES PALACIOS DE GUZMAN	13,162.89
4/17/2024	26442	ELDA KARINA IBARRA	5,792.11
4/17/2024	26443	GABRIELA GARCIA DE RODRIGUEZ	13,625.34
4/17/2024	26444	INOCENCIA SALAS ROJAS	6,053.80
4/17/2024	26445	LAURA A GUTIERREZ	13,688.17
4/17/2024	26446	LETICIA FLORES	2,736.39
4/17/2024	26447	LIDIA ALONDRA BRAVO DE MENDOZA	6,606.60

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4/17/2024	26448	LORENA PEREZ MELGOZA	6,520.34
4/17/2024	26449	LORRAINE DIAZ	2,618.40
4/17/2024	26450	LUCINA RAMIREZ	954.91
4/17/2024	26451	LUZ MARIA VILLAGOMEZ	12,525.56
4/17/2024	26452	MARIA A VARGAS	1,013.16
4/17/2024	26453	MARIA CARRILLO DE GUTIERREZ	7,860.17
4/17/2024	26454	MARIA DOLORES ARIAS	3,101.48
4/17/2024	26455	MARIA ELENA ESCOBAR	3,105.03
4/17/2024	26456	MARIA GUADALUPE JAYME	5,511.11
4/17/2024	26457	MARIA MORENO	5,322.81
4/17/2024	26458	MARIBEL RAMIREZ ROSAS FAMILY CHILD CARE	12,133.52
4/17/2024	26459	MATILDE VILLAFAN DE MARAVILLA	9,527.98
4/17/2024	26460	MELANEA FLERROS HIDALGO	2,912.06
4/17/2024	26461	MERCEDES BOLANOS	924.54
4/17/2024	26462	MITZI G CHAVEZ MAGALLON	3,349.59
4/17/2024	26463	NINFA E. RODRIGUEZ	5,374.04
4/17/2024	26464	NORMA MENDOZA	5,708.63
4/17/2024	26465	ODAIVA GUADALUPE CENTENO	9,383.23
4/17/2024	26466	PATRICIA MUNOZ VASQUEZ	12,595.21
4/17/2024	26467	RAQUEL POSADAS DE GIRON	3,722.22
4/17/2024	26468	SUNSHINE BILINGUAL DAYCARE	7,543.34
4/17/2024	26469	TERESA LUZ RUIZ	1,899.55
4/17/2024	26470	YADIRA CARDONA FAMILY CHILD CARE	2,632.17
4/17/2024	26471	YOLANDA MUNOZ	13,611.66
4/17/2024	26472	DINA BEATRIZ GONZALEZ	3,847.44
4/17/2024	26473	JACQUELINE DIANE JARAMILLO GONZALEZ	4,057.90
4/17/2024	26474	ADELA GARCIA DE SOSA	6,952.83
4/17/2024	26475	ALICIA DE LA GARZA	1,976.57
4/17/2024	26476	ALMA R RANGEL	5,725.61
4/17/2024	26477	BEATRIZ ADRIANA CARRILLO HERNANDEZ	6,801.97
4/17/2024	26478	BEATRIZ TELLEZ DE TORRES	4,279.16
4/17/2024	26479	BERENICE IBARRA	3,820.06
4/17/2024	26480	BERNARDINA GOMEZ ARAUJO	1,979.42
4/17/2024	26481	BERTHA ALICIA GOMEZ	8,123.26
4/17/2024	26482	CARMEN MORALES DIAZ	8,993.78
4/17/2024	26483	CONSUELO MEJIA	989.71
4/17/2024	26484	DEANNA RAMIREZ	1,911.90
4/17/2024	26485	DOLORES SANCHEZ LOPEZ	1,591.29
4/17/2024	26486	EDITH ELIZABETH SANCHEZ	5,096.08
4/17/2024	26487	ELISA GONZALES	6,590.37
4/17/2024	26488	ELOISA LEMUS	5,618.05
4/17/2024	26489	ELVA BORUNDA FLORES	9,684.45
4/17/2024	26490	ELVIRA GAMBOA	989.71
4/17/2024	26491	GLORIA MORENO DE HERNANDEZ	1,822.99
4/17/2024	26492	GLORIA PADILLA MONTES DE OCA	4,552.23
4/17/2024	26493	GUADALUPE LEMUS LEMUS	2,858.88
4/17/2024	26494	HAYDEE ESTEBAN	1,709.19
4/17/2024	26495	IRMA GUTIERREZ	3,807.04
4/17/2024	26496	IRMA YOLANDA MAGALLON	3,756.28
4/17/2024	26497	ISABEL MARTINEZ-LOMELI	1,114.66
4/17/2024	26498	ISABEL TORRES	6,792.93
4/17/2024	26499	JANET IBARRA	1,861.70

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4/17/2024	26500	JANET RODRIGUEZ	2,834.09
4/17/2024	26501	JESSICA MICHELLE ANDRADE	4,218.23
4/17/2024	26502	JUANA CORTEZ DE PEREZ	7,512.56
4/17/2024	26503	KARLA IVETTE MARTINEZ HERNANDEZ	872.06
4/17/2024	26504	KENDAHL ROSE ROWE	7,013.50
4/17/2024	26505	LAURA MAGALLON OROZCO	898.13
4/17/2024	26506	LORENA IBARRA	1,114.66
4/17/2024	26507	LUPITA ELIZABETH CAMPOS	1,982.80
4/17/2024	26508	MAGDALENA GUERRERO DE PARRA	1,838.10
4/17/2024	26509	Margarita Garcia	3,881.23
4/17/2024	26510	MARIA A MAGALLON OROZCO	2,134.65
4/17/2024	26511	MARIA G AYALA	2,834.09
4/17/2024	26512	MARIA G SANCHEZ ESCALERA	1,927.14
4/17/2024	26513	MARIA GUADALUPE CHAVEZ	4,610.17
4/17/2024	26514	MARIA LAURA RAYA GOMEZ	3,880.97
4/17/2024	26515	MARIA PAZ RUIZ	4,870.94
4/17/2024	26516	MARIA PERLA GARCIA DE ARCIGA	4,500.62
4/17/2024	26517	MARIA REINA OROZCO MORA	4,813.51
4/17/2024	26518	MARIA SALOME IBARRA	906.55
4/17/2024	26519	Maricela Munoz Sanchez	2,668.94
4/17/2024	26520	MARISOL MEDINA	7,083.20
4/17/2024	26521	MARTHA A ANGUIANO REYES	3,588.50
4/17/2024	26522	MARTHA ISELA GALINDO	1,844.38
4/17/2024	26523	MONICA MARTINEZ	5,600.66
4/17/2024	26524	NORMA PATRICIA AVILA MOLINA	1,793.60
4/17/2024	26525	NYELI GONZALEZ	1,615.59
4/17/2024	26526	OLGA LIRA DE GALLARDO	5,652.10
4/17/2024	26527	Oralia Quiroz	5,593.99
4/17/2024	26528	PATRICIA HERNANDEZ	13,215.69
4/17/2024	26529	PAULA GARCIA	11,851.15
4/17/2024	26530	ROCELIA OROZCO LEMUS	5,256.82
4/17/2024	26531	ROMELIA MORENO DE ESPINOZA	2,834.09
4/17/2024	26532	ROSA BACA DE CEBALLOS	1,169.36
4/17/2024	26533	ROSA HILDA NAVARRO	2,834.09
4/17/2024	26534	ROSALBA GONZALEZ	12,157.55
4/17/2024	26535	ROSALINDA G OCHOA	13,418.25
4/17/2024	26536	ROSAURA IBARRA OROZCO	2,964.43
4/17/2024	26537	SILVIA LETICIA SANCHEZ DE GARCIA	1,755.06
4/17/2024	26538	SILVIA PRECIADO	1,685.95
4/17/2024	26539	TERESA MENDOZA	554.32
4/17/2024	26540	VIRGINIA RANGEL	7,580.08
4/17/2024	26541	YESICA SANCHEZ ARRIAGA	9,689.23
4/17/2024	26542	YOLANDA CORTES DE MENDOZA	2,276.90
4/17/2024	26543	YOLANDA LIRA LEMUS	4,664.40
4/17/2024	26544	ALMA DELIA WENCES	3,622.18
4/17/2024	26545	ANDREA GUADALUPE DIAZ	3,011.16
4/17/2024	26546	ANITA MARIE IBARRA	1,562.34
4/17/2024	26547	BERTHA CAMPOS	1,311.00
4/17/2024	26548	CAROLINA HERNANDEZ DE SOLORIO	1,874.43
4/17/2024	26549	CLAUDIA ZARAGOZA DE RODRIGUEZ	13,291.40
4/17/2024	26550	ESPERANZA RESENDEZ	1,880.88
4/17/2024	26551	ESPERANZA TORRES	892.56
4/17/2024	26552	EVA RAMIREZ	382.38
4/17/2024	26553	HILDA BARAJAS JUAREZ	3,041.05
4/17/2024	26554	Jessica Lucero Mendez	1,785.12

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4/17/2024	26555	JUANA MORILLON GUILLEN	3,831.75
4/17/2024	26556	Karla Elizabeth Huling	3,979.98
4/17/2024	26557	MARIA F MARTINEZ	3,648.15
4/17/2024	26558	MARIA GUADALUPE BARAJAS DE GARCIA	3,666.00
4/17/2024	26559	MARIA GUADALUPE RESENDEZ	1,422.09
4/17/2024	26560	Maria Ledesma De Garcia	13,324.11
4/17/2024	26561	MARIA TERESA HEREDIA	3,843.26
4/17/2024	26562	MARIANA MEDRANO	1,750.66
4/17/2024	26563	MONICA VEGA	5,503.06
4/17/2024	26564	NORMA PULIDO CRUZ	2,298.55
4/17/2024	26565	YADIRA REBOLLEDO	5,358.03
4/17/2024	26566	YAZMIN ARACELI NAVARRO HERRERA	3,387.27
4/17/2024	26567	YAZMIN ZAVALA	583.96
4/17/2024	26568	AGUSTINA MORENO	1,885.10
4/17/2024	26569	AIDEE SANDOVAL	4,698.49
4/17/2024	26570	ANA C LUCERO	1,047.67
4/17/2024	26571	ANA MARIA RAMIREZ MEJIA	2,581.11
4/17/2024	26572	ANDREA ESTRADA	3,689.45
4/17/2024	26573	ANGELINA VASQUEZ	2,832.27
4/17/2024	26574	AUDELIA RIOS	4,823.07
4/17/2024	26575	AZUCENA C ESCAMILLA-MARTINEZ	3,186.42
4/17/2024	26576	CATALINA CASTRO AYALA	6,813.35
4/17/2024	26577	CECILIA ALONSO DE RODRIGUEZ	4,730.61
4/17/2024	26578	CECILIA ATAI PEREZ	10,623.40
4/17/2024	26579	CYNTHIA E CATILLO	2,640.04
4/17/2024	26580	DIANE LOMELI	2,689.66
4/17/2024	26581	ESTHER NAVARRO	4,548.10
4/17/2024	26582	EVA DILMA VARGAS	7,415.16
4/17/2024	26583	FANY NUNEZ DE RODRIGUEZ	293.19
4/17/2024	26584	GLAFIRA E CAMACHO DE TRUJILLO	7,822.45
4/17/2024	26585	Guadalupe Carrizoza De Castillo	10,749.45
4/17/2024	26586	HERMELINDA VILLEDA	2,397.37
4/17/2024	26587	IRMA L IBARRA	9,321.98
4/17/2024	26588	JACINTA GLORIA CRUZ	3,514.68
4/17/2024	26589	JACOBA C DE ANDRACA	10,174.87
4/17/2024	26590	JANETH G SARABIA	2,258.07
4/17/2024	26591	JANETH REYNOSA CASILLAS	1,883.98
4/17/2024	26592	JUDITH ADRIANA PAREDES DE QUEZADA	1,881.76
4/17/2024	26593	LETICIA HERNANDEZ	1,163.46
4/17/2024	26594	LIZET M PRECIADO MILLAN	4,314.55
4/17/2024	26595	LUCERO L IBARRA	3,173.03
4/17/2024	26596	LUCERO MILLAN GARCIA	934.94
4/17/2024	26597	MA DEL CARMEN GOMEZ GRANADOS	10,505.59
4/17/2024	26598	MA TERESA NAVA DE FRANCO	2,911.70
4/17/2024	26599	MARIA ANGELA DIAZ	1,898.60
4/17/2024	26600	MARIA C PEREZ	2,183.10
4/17/2024	26601	MARIA C ZEPEDA DE NUNEZ	1,042.87
4/17/2024	26602	MARIA F AGUILAR DE SANDOVAL	5,856.00
4/17/2024	26603	MARIA GARCIA	14,151.97
4/17/2024	26604	MARIA GUADALUPE NAVARRO DE ORTIZ	3,457.27
4/17/2024	26605	MARIA HAYDEE CRUZ DE SEGOVIA	3,676.00
4/17/2024	26606	MARIA SANTOS DE LOPEZ	6,551.02

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4/17/2024	26607	MARIA Z RODRIGUEZ DE OCHOA	7,861.11
4/17/2024	26608	MARIBEL SANTOS GALINDO	4,378.60
4/17/2024	26609	MARICELA CORTEZ	8,144.48
4/17/2024	26610	MARISOL GONZALEZ	4,764.19
4/17/2024	26611	MARISOL PEREZ	2,721.63
4/17/2024	26612	MARTINA RANGEL	4,975.08
4/17/2024	26613	MARYPAZ MAGANA	4,812.77
4/17/2024	26614	MAYRA ELENA GONZALEZ MORALES	7,698.69
4/17/2024	26615	MILCA REBEKAH PEREZ	7,326.30
4/17/2024	26616	MIRIAM MACIEL BARRIGA	3,984.25
4/17/2024	26617	PAULA LARA VALDOVINOS	9,652.26
4/17/2024	26618	REYNA TORRES DE CASTRO	2,869.24
4/17/2024	26619	ROSALINDA VARGAS MATA	4,465.41
4/17/2024	26620	ROSEMARY ZAVALA	9,379.85
4/17/2024	26621	SANDRA MARTINEZ VARELA	11,903.88
4/17/2024	26622	SANDRA PEREZ	7,495.48
4/17/2024	26623	SARA ESTELA POSADA	9,544.09
4/17/2024	26624	SCHYIENELL JONES	1,984.19
4/17/2024	26625	SILVIA MEJIA	11,069.07
4/17/2024	26626	SOFIA ALVAREZ DE GONZALEZ	12,307.90
4/17/2024	26627	SUSIE MARIA REYNA	4,893.21
4/17/2024	26628	VANESSA NICOLE MEJIA	5,461.75
4/17/2024	26629	VIDALIA MARTINEZ GONZALEZ	5,812.15
4/17/2024	26630	VIRGINIA PEREZ	946.82
4/17/2024	26631	XOCHITL QUIROZ DE ALCALA	7,087.03
4/17/2024	26632	YAJAIRA GUZMAN	805.98
4/17/2024	26633	YOANA PEREZ	2,840.46
4/17/2024	26634	BEATRIZ JACQUEZ NUNEZ	2,140.77
4/17/2024	26635	AZUCENA C ESCAMILLA-MARTINEZ	3,082.73
4/17/2024	26635	CECILIA ZAMORA	6,163.41
4/17/2024	26636	BERTHA ALICIA GOMEZ	952.28
4/17/2024	26636	JOSE FRANCISCO ALVARADO MENDEZ	7,374.33
4/17/2024	26637	DELFINA VAZQUEZ	946.82
4/17/2024	26637	LUZ SELENE RUANO ORTEGA	3,048.84
4/17/2024	26638	FANY NUNEZ DE RODRIGUEZ	942.55
4/17/2024	26638	MARIA ELENA CASTILLO	7,190.76
4/17/2024	26639	JANET IBARRA	2,012.33
4/17/2024	26639	MARIA G TAMAYO DE ZAMORA	2,144.07
4/17/2024	26640	KENDAHL ROSE ROWE	7,201.87
4/17/2024	26640	MARIA GUADALUPE ZAMORA RODRIGUEZ	11,477.09
4/17/2024	26641	LAURA MAGALLON OROZCO	970.33
4/17/2024	26641	MARYPAZ ALVARADO PEREZ	3,720.75
4/17/2024	26642	MA DE LOURDES GONZALEZ MENDEZ	509.57
4/17/2024	26642	MAYRA ALEJANDRA RIOS	3,236.64
4/17/2024	26643	MARICELA CORTEZ	129.67
4/17/2024	26643	ONOFRE ZAMORA	10,976.42
4/17/2024	26644	MARYPAZ MAGANA	942.55
4/17/2024	26645	RAQUEL G DE IZARRARAS	2,848.14
4/17/2024	26646	ROSA BACA DE CEBALLOS	1,206.80
4/17/2024	26647	ROSA M SALAZAR	698.01
4/17/2024	26648	SENDY N HERNANDEZ SOSA	701.66
4/17/2024	26649	VIRGINIA FERREIRA	11,952.88
4/17/2024	26650	ANNETTE JOHNSON-ALLEN	41.25
4/17/2024	26651	BELVINDER BIRING	41.25

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4/17/2024	26652	DENISE COOPER	41.25
4/17/2024	26653	GLORIA BARBERO	41.25
4/17/2024	26654	GLORIANA TEIXEIRA	41.25
4/17/2024	26655	HOLLY CUXIN	41.25
4/17/2024	26656	MAGDALENA VILLA	41.25
4/17/2024	26657	MARIA PINANO	41.25
4/17/2024	26658	MARISELA GONZALEZ	41.25
4/17/2024	26659	MARISSA TORRES	41.25
4/17/2024	26660	MICHELLE AVALOS	41.25
4/17/2024	26661	NELLY MENDOZA	41.25
4/17/2024	26662	NICOLE NINO	41.25
4/17/2024	26663	ORVILLE ABELLO	41.25
4/17/2024	26664	PATRICIA MEXICANO	41.25
4/17/2024	26665	RASHI STROTHER	41.25
4/17/2024	26666	ROONECIA MORADO	41.25
4/17/2024	26667	SAFIYA PRICE	41.25
4/17/2024	26668	SANDRA ACEVEDO	41.25
4/17/2024	26669	SANDRA GARCIA	41.25
4/17/2024	26670	SANDRA ROSA	41.25
4/17/2024	26671	TERESA MARTINEZ	41.25
4/17/2024	26672	VALERIE CAFFESE	41.25
4/17/2024	26673	SYSCO FOOD SERVICES OF VENTURA INC	7.10
4/17/2024	26674	AMAZON CAPITAL SERVICES, INC	355.91
4/17/2024	26675	AMAZON CAPITAL SERVICES, INC	1,218.15
4/17/2024	26676	AMAZON CAPITAL SERVICES, INC	2,580.14
4/17/2024	26677	AMAZON CAPITAL SERVICES, INC	51.50
4/17/2024	26678	AMAZON CAPITAL SERVICES, INC	4,704.18
4/17/2024	26679	AMAZON CAPITAL SERVICES, INC	327.56
4/17/2024	26680	AMERITAS LIFE INSURANCE CORP.	30,344.33
4/17/2024	26681	AMERITAS LIFE INSURANCE CORP.	4,204.85
4/17/2024	26682	AMAZON CAPITAL SERVICES, INC	842.87
4/17/2024	26683	AMAZON CAPITAL SERVICES, INC	7.57
4/17/2024	26684	AMAZON CAPITAL SERVICES, INC	0.00
4/17/2024	26685	AMAZON CAPITAL SERVICES, INC	1,302.14
4/17/2024	26686	AMAZON CAPITAL SERVICES, INC	934.56
4/17/2024	26687	AMAZON CAPITAL SERVICES, INC	799.67
4/17/2024	26688	AMAZON CAPITAL SERVICES, INC	176.07
4/17/2024	26689	AMAZON CAPITAL SERVICES, INC	194.84
4/17/2024	26690	AMAZON CAPITAL SERVICES, INC	387.07
4/17/2024	26691	AMAZON CAPITAL SERVICES, INC	16.76
4/17/2024	26692	AMAZON CAPITAL SERVICES, INC	5,567.88
4/17/2024	26693	AMAZON CAPITAL SERVICES, INC	646.34
4/17/2024	26694	CHEVRON AND TEXACO BUSINESS CARD SERVICES	2,871.51
4/17/2024	26695	AMAZON CAPITAL SERVICES, INC	899.11
4/17/2024	26695	CHEVRON AND TEXACO BUSINESS CARD SERVICES	2,790.87
4/19/2024	223327	ADELA NUNEZ AYON	818.60
4/22/2024	223328	ANDRES GONZALEZ	143.52
4/23/2024	223329	MARIA GRANADOS	1,449.99
4/23/2024	223330	MARIA GRANADOS	3,607.27
4/23/2024	223331	PHAYTHOUNE KHAMPHANITH	749.32
4/23/2024	223332	PHAYTHOUNE KHAMPHANITH	3,004.06

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4/24/2024	222900	NATIONAL COMMUNITY ACTION FOUNDATION	(3,661.58)
4/24/2024	223333	ADILENE NAVA	55.61
4/24/2024	223334	ALICIA GAMINO	292.12
4/24/2024	223335	ALTEC	410.73
4/24/2024	223336	AMY A JIMENEZ	56.28
4/24/2024	223337	ANA MARTINEZ	49.58
4/24/2024	223338	ANDREA ARCEO	45.56
4/24/2024	223339	APRIL MASSIRIO / APRIL & CO. PHOTOGRAPHERS	1,450.00
4/24/2024	223340	ASHLEY MCALLISTER	4.02
4/24/2024	223341	AT&T	149.58
4/24/2024	223342	AT&T	3,699.04
4/24/2024	223343	BLANCA LILIA ARREOLA	16.08
4/24/2024	223344	BLUETRITON BRANDS INC	1,671.85
4/24/2024	223345	BRENDA AMAYA	47.57
4/24/2024	223346	BRYAN LOPEZ	142.71
4/24/2024	223347	CINTAS CORPORATION #668	1,276.74
4/24/2024	223348	CITLALY MARQUEZ	78.39
4/24/2024	223349	CITY OF STOCKTON	186.22
4/24/2024	223350	DEPARTMENT OF JUSTICE	631.00
4/24/2024	223351	F.W. WASSERMAN AND ASSOCIATES	175.00
4/24/2024	223352	FEDEX	202.32
4/24/2024	223353	FERGUSON ENTERPRISES INC #1350	225.70
4/24/2024	223354	HOME DEPOT COMMERCIAL CREDIT	1,900.72
4/24/2024	223355	INDIAN WELLS VALLEY WATER DISTRICT	484.58
4/24/2024	223356	JANELLE ANDRES	30.15
4/24/2024	223357	JAZMIN LEON	110.55
4/24/2024	223358	JESSICA HERNANDEZ	79.00
4/24/2024	223359	JIM CHARLON FORD, INC	85.50
4/24/2024	223360	JOSEPH REYES	225.00
4/24/2024	223361	KERN COUNTY SUPERINTENDENT OF SCHOOLS	3,611.02
4/24/2024	223362	KIMBERLITE CORPORATION	286.44
4/24/2024	223363	LIGIA JOHNSON	149.41
4/24/2024	223364	LISA MORENO	69.01
4/24/2024	223365	LOTUS BAKERSFIELD CORP	1,910.00
4/24/2024	223366	LOWES COMPANIES INC	772.22
4/24/2024	223367	LUIS BARRON	51.93
4/24/2024	223368	MARIA DUARTE	165.49
4/24/2024	223369	MARIO LEE ALCORTA / RELIABLE JANITORIAL SERVICES & CARPET CLEANERS OF	520.00
4/24/2024	223370	MARISELA GONZALEZ	55.61
4/24/2024	223371	MARITZA LARA MARTINEZ	54.94
4/24/2024	223372	MARTHA ORDUNA	99.83
4/24/2024	223373	MICHELLE OLIVEROS	193.63
4/24/2024	223374	NICOLE CALLAHAN	102.51
4/24/2024	223375	OASIS AIR CONDITIONING	32,829.62
4/24/2024	223376	OFFICE1 LEASING	2,318.88
4/24/2024	223377	PG&E	6,092.58
4/24/2024	223378	RANDIK PAPER CO.	137.55
4/24/2024	223379	RANDY JENKINS	300.00
4/24/2024	223380	RELIABLE ENERGY MANAGEMENT INC	10,147.56

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4/24/2024	223381	RHETA NEGRETE NEAL	137.35
4/24/2024	223382	RITA FREGOSO	89.78
4/24/2024	223383	ROSA CALLEJAS	119.26
4/24/2024	223384	ROSLYN CRUZ	64.99
4/24/2024	223385	ROTARY CLUB OF BAKERSFIELD EAST	1,385.00
4/24/2024	223386	SANDRA MEJIA MARTINEZ	176.21
4/24/2024	223387	SAVANNAH FLORES	213.73
4/24/2024	223388	SAVE MART SUPERMARKETS	1,720.04
4/24/2024	223389	SOCALGAS	530.96
4/24/2024	223390	SOUTHERN CALIFORNIA EDISON	100.12
4/24/2024	223391	STACY MERRIFIELD	15.41
4/24/2024	223392	STANDARD PLUMBING SUPPLY COMPANY, INC	28.13
4/24/2024	223393	THE SOCIAL VIBE	19,100.00
4/24/2024	223394	TRINO LOPEZ	121.94
4/24/2024	223395	ULINE	1,355.73
4/24/2024	223396	UNITED WAY OF KERN COUNTY	35,360.37
4/24/2024	223397	VALLEY PROPANE SERVICE	492.32
4/24/2024	223398	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	2,415.96
4/24/2024	223399	WIPFLI LLP	5,210.63
4/24/2024	223400	ALEJANDRA ORTEGA BARON	1,773.34
4/24/2024	223401	ALL ABOARD PRESCHOOL	4,474.64
4/24/2024	223402	ANA YASMIN LUCIO	497.53
4/24/2024	223403	ANTONIO PERALTA DUQUE	670.60
4/24/2024	223404	BELEN IZAZAGA MERCADO	741.68
4/24/2024	223405	BRIGHT FUTURES PRESCHOOL 2	1,012.91
4/24/2024	223406	CARMELITA JACINTA MORALES MEJIA	670.60
4/24/2024	223407	CECILIA GAYTAN DE ZARATE	3,491.66
4/24/2024	223408	CONSUELO RAMIREZ DE MAGDALENO	8,849.53
4/24/2024	223409	DEYSI ISELA ESQUIVEL	11,916.25
4/24/2024	223410	JEMIMA GONZALEZ	575.48
4/24/2024	223411	JOCELYN SANTAMARIA	1,867.14
4/24/2024	223412	JUAN JOSE HERNANDEZ	1,371.16
4/24/2024	223413	MA DEL CARMEN FLORES VALLECILLO	575.48
4/24/2024	223414	MARIA SALAZAR	9,724.78
4/24/2024	223415	ORELLANA RODRIGUEZ TOMASA MARISOL	1,236.65
4/24/2024	223416	REYNALDA C MALDONADO	800.67
4/24/2024	223417	SONIA C LOPEZ DE JUAREZ	1,939.97
4/24/2024	223418	YOLANDA SALDANA MORENO	2,685.61
4/24/2024	223419	ALMA YANETH NUNEZ GUTIERREZ	662.23
4/24/2024	223420	ANNA DELFINA REYES	7,793.25
4/24/2024	223421	ROSA ELENA SANCHEZ	1,582.66
4/24/2024	223422	SOCORRO LARA DE GOVEA	2,036.85
4/24/2024	223423	ERIKA L CENTENO	4,919.30
4/24/2024	223424	ROSELIA MADERA CALDERA	934.94
4/24/2024	223425	XOCHITL ARTHEMISA PELAGIO	5,658.66
4/24/2024	223426	ESTELA LOPEZ	892.56
4/24/2024	223427	JOSEFA HERNANDEZ DE RODRIGUEZ	809.15
4/24/2024	223428	LUZ E VENEGAS	9,053.83
4/24/2024	223429	ROCIO VERONICA MUNIZ CERECEDA	3,541.32
4/24/2024	223430	TERESA DE LA LUZ SALAZAR MARTINEZ	980.00
4/24/2024	223431	TERESA DE LA LUZ SALAZAR MARTINEZ	5,585.91
4/24/2024	223432	ESPERANZA CORREA TELLO	5,930.74

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4/24/2024	223433	GUILLERMINA VILLA FLORES	1,376.06
4/24/2024	223434	IRMA CASTILLO	2,927.03
4/24/2024	223435	AROUND LOUKASIANS	4,400.00
4/24/2024	223436	FREDDY HERNANDEZ	103.50
4/24/2024	223437	GLORYLEE SELMI	41.25
4/24/2024	223438	HOUSING AUTHORITY OF THE COUNTY OF KERN	650.00
4/24/2024	223439	KELLY LOWERY	103.50
4/24/2024	223440	MA DE JESUS CARPIO	41.25
4/24/2024	223441	RCM SOCIAL INC	1,192.00
4/24/2024	223442	AGEE VII LLC	2,961.75
4/24/2024	223443	ARIAS LATINO MARKET INC	7,105.24
4/24/2024	223444	GREENFIELD UNION SCHOOL DISTRICT	42.00
4/24/2024	223445	MORE THAN ONE DIMENSION, INC.	1,800.00
4/24/2024	223446	WAYSIDE CHAPEL COMMUNITY CHURCH, INC.	13,014.90
4/24/2024	223447	1020 CECIL LLC	915.00
4/24/2024	223448	AGEE VII LLC	9,981.35
4/24/2024	223449	BEAR MOUNTAIN RECREATION & PARK DISTRICT	3,600.00
4/24/2024	223450	BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT	150.00
4/24/2024	223451	CITY OF ARVIN	633.38
4/24/2024	223452	COUNTY OF KERN	363.12
4/24/2024	223453	FAIRFAX SCHOOL DISTRICT	3,303.00
4/24/2024	223454	FIRST 5 MADERA COUNTY	1,223.15
4/24/2024	223455	FIRST CONGREGATIONAL CHURCH BAKERSFIELD	9,527.52
4/24/2024	223456	HEARTS & LIVES	550.00
4/24/2024	223457	KERN COUNTY SUPERINTENDENT OF SCHOOLS	2,200.00
4/24/2024	223458	KERN ISLAND INVESTORS, GP	5,948.60
4/24/2024	223459	LAMONT SCHOOL DISTRICT	150.00
4/24/2024	223460	MARK AND HELENE MCELYEA	3,656.00
4/24/2024	223461	MCFARLAND UNIFIED SCHOOL DISTRICT	100.00
4/24/2024	223462	MERCED COUNTY OFFICE OF EDUCATION	253.67
4/24/2024	223463	MOJAVE UNIFIED SCHOOL DISTRICT	500.00
4/24/2024	223464	NORTH OF THE RIVER RECR & PARK DIST	4,797.00
4/24/2024	223465	OLLIE SHANKLE TRUSTEE (LESSOR)	9,925.00
4/24/2024	223466	OMNI FAMILY HEALTH	5,924.00
4/24/2024	223467	PREWITT FAMILY DECEDENTS TRUST	925.00
4/24/2024	223468	RONALD SHELAN	3,750.00
4/24/2024	223469	STELLAR PLAZA LLC	3,128.47
4/24/2024	223470	SUNRISE VILLA PARTNERS	700.00
4/24/2024	223471	TAFT CITY SCHOOL DISTRICT	4,780.23
4/24/2024	223472	TULARE COUNTY OFFICE OF EDUCATION	500.00
4/24/2024	223473	VINELAND SCHOOL DISTRICT	375.00
4/24/2024	223474	YABITO CORPORATION	1,800.00
4/24/2024	223475	COMMUNITY ACTION PARTNERSHIP	3,661.58
4/24/2024	223476	ALEXIS BREANNA ZEPEDA	2,152.24
4/24/2024	223477	DENISE BOSHERS	103.50

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4/24/2024	26696	4IMPRINT INC AKA NELSON MARKETING	5,679.32
4/24/2024	26697	ABILA INC	3,950.26
4/24/2024	26698	ADRIANA LOPEZ	211.72
4/24/2024	26699	ADVANCED DATA STORAGE	651.20
4/24/2024	26700	ALPHA TECHNOLOGIES & ALARM SYSTEMS, INC.	390.00
4/24/2024	26701	AMAZON CAPITAL SERVICES, INC	1,093.46
4/24/2024	26702	AMAZON CAPITAL SERVICES, INC	2,445.71
4/24/2024	26703	AMAZON CAPITAL SERVICES, INC	106.12
4/24/2024	26704	AMERICAN REFUSE, INC.	710.40
4/24/2024	26705	ANA ALCARAZ	758.44
4/24/2024	26706	ANDREA LOPEZ	184.25
4/24/2024	26707	ANDREA MARQUEZ	111.89
4/24/2024	26708	ANGELICA PALMA	131.32
4/24/2024	26709	ANNETTE JOHNSON-ALLEN	71.69
4/24/2024	26710	ANTHONY CONRAD CHAVEZ	150.08
4/24/2024	26711	CA ASSOCIATION OF FOOD BANKS	13,111.25
4/24/2024	26712	CARITINA PEREZ	108.54
4/24/2024	26713	CAZADOR CONSULTING GROUP INC	8,982.96
4/24/2024	26714	CHILD AND FAMILY PSYCHOLOGY CLINIC, INC	3,990.00
4/24/2024	26715	CREATIVE FINANCIAL STAFFING LLC	33,828.08
4/24/2024	26716	DELL FINANCIAL SERVICES LLC	1,656.57
4/24/2024	26717	DENA WALKER	95.81
4/24/2024	26718	DENISE COOPER	15.41
4/24/2024	26719	DISCOUNT SCHOOL SUPPLY	1,838.66
4/24/2024	26720	DONAHUE TRUCK CENTERS	1,643.49
4/24/2024	26721	ESTHER DODD	100.50
4/24/2024	26722	EVERGREEN CONSTRUCTION	300.00
4/24/2024	26723	FRONTIER COMMUNICATIONS HOLDINGS LLC	681.71
4/24/2024	26724	FRONTIER COMMUNICATIONS HOLDINGS LLC	87.00
4/24/2024	26725	FRONTIER COMMUNICATIONS HOLDINGS LLC	325.87
4/24/2024	26726	GABRIELA PADILLA	48.91
4/24/2024	26727	GLORIA GONZALEZ	303.51
4/24/2024	26728	GREGORIA BENAVIDES	9.38
4/24/2024	26729	HANSEN'S MOVING AND STORAGE, INC	2,925.00
4/24/2024	26730	HUFFMAN & DOWNS MAINTENANCE	859.95
4/24/2024	26731	HUFFMAN & DOWNS MAINTENANCE	859.95
4/24/2024	26732	IDEAL SPECIALTIES INC	28,891.50
4/24/2024	26733	KERNVILLE UNION SCHOOL DISTRICT	23,595.89
4/24/2024	26734	KNIGHT'S SITE SERVICES INC	4,148.10
4/24/2024	26735	LAURA SERNA	51.59
4/24/2024	26736	LIZETTE BRAVO	123.95
4/24/2024	26737	LOANA PATRICIA LUGO	138.02
4/24/2024	26738	LUCERO GONZALEZ	89.11
4/24/2024	26739	LUZVIMINDA ADAMS	280.73
4/24/2024	26740	MARIA DIAZ CORNEJO	77.05
4/24/2024	26741	MARISELA GONZALEZ	201.00
4/24/2024	26742	MELISSA DELA GARZA	97.82
4/24/2024	26743	MITEL NETSOLUTIONS INC	14,376.80
4/24/2024	26744	MONICA CASTANEDA	37.52

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4/24/2024	26745	NARAMA INC	425.89
4/24/2024	26746	NARAMA INC	2,965.78
4/24/2024	26747	NARAMA INC	283.62
4/24/2024	26748	NELLY MENDOZA	13.40
4/24/2024	26749	NICOLE NINO	62.98
4/24/2024	26750	OFFICE IMAGING, INC	4,887.07
4/24/2024	26751	PAPER CONNECTION INC	343.35
4/24/2024	26752	PATRICIA ROBLES WESLEY	100.50
4/24/2024	26753	PAULIN INDUSTRIES, INC.	3,099.05
4/24/2024	26754	PLC SYSTEM SERVICES	220.00
4/24/2024	26755	ROONECIA MORADO	7.37
4/24/2024	26756	SAFIYA PRICE	18.76
4/24/2024	26757	SEIU LOCAL 521	16,695.37
4/24/2024	26758	SHARON BRIGGS	55.61
4/24/2024	26759	ST. MARY'S DINING ROOM	2,104.27
4/24/2024	26760	ST. MARY'S DINING ROOM	1,886.16
4/24/2024	26761	ST. MARY'S DINING ROOM	1,394.33
4/24/2024	26762	STAPLES ADVANTAGE	599.02
4/24/2024	26763	STAPLES ADVANTAGE	286.16
4/24/2024	26764	STEPHEN WILLIFORD	850.00
4/24/2024	26765	STEPHEN WILLIFORD	165.00
4/24/2024	26766	STEPHEN WILLIFORD	130.00
4/24/2024	26767	STINSON STATIONERS	1,255.45
4/24/2024	26768	STOCKTON COMMUNITY KITCHEN	3,835.20
4/24/2024	26769	STOCKTON COMMUNITY KITCHEN	3,835.20
4/24/2024	26770	STOCKTON COMMUNITY KITCHEN	3,835.20
4/24/2024	26771	STOCKTON COMMUNITY KITCHEN	3,835.20
4/24/2024	26772	STOCKTON COMMUNITY KITCHEN	2,556.80
4/24/2024	26773	STOCKTON COMMUNITY KITCHEN	2,556.80
4/24/2024	26774	SYSKO FOOD SERVICES OF VENTURA INC	369.93
4/24/2024	26775	SYSKO FOOD SERVICES OF VENTURA INC	952.60
4/24/2024	26776	SYSKO FOOD SERVICES OF VENTURA INC	1,642.11
4/24/2024	26777	SYSKO FOOD SERVICES OF VENTURA INC	1,247.40
4/24/2024	26778	SYSKO FOOD SERVICES OF VENTURA INC	12,067.42
4/24/2024	26779	SYSKO FOOD SERVICES OF VENTURA INC	686.34
4/24/2024	26780	TEL TEC SECURITY SYSTEMS INC	6,721.66
4/24/2024	26781	TINA MOUA	25.46
4/24/2024	26782	VERLINDA DENWITTY	95.14
4/24/2024	26783	W W GRAINGER INC	106.56
4/24/2024	26784	W W GRAINGER INC	99.49
4/24/2024	26785	W W GRAINGER INC	51.99
4/24/2024	26786	W W GRAINGER INC	43.60
4/24/2024	26787	W W GRAINGER INC	295.99
4/24/2024	26788	W W GRAINGER INC	43.60
4/24/2024	26789	W W GRAINGER INC	91.52
4/24/2024	26790	W W GRAINGER INC	28.04
4/24/2024	26791	W W GRAINGER INC	88.63
4/24/2024	26792	ZOOM VIDEO COMMUNICATIONS, INC	3,523.32
4/24/2024	26793	ANDREA PIMENTEL DE DOMINGUEZ	3,503.48

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4/24/2024	26794	ARACELI JIMENEZ AVILA	2,403.36
4/24/2024	26795	BERTHA ALICIA QUIROA	602.40
4/24/2024	26796	BERTHA GOMEZ NUNEZ	14,176.99
4/24/2024	26797	CATALINA RIVERA DE ESPINOZA	3,152.74
4/24/2024	26798	DANIELA GUADALUPE ESPINOZA	2,365.26
4/24/2024	26799	DORA LUZ RIVERA	224.44
4/24/2024	26800	JESSISAY HERNANDEZ PARRAL	2,345.40
4/24/2024	26801	LUZ ELENA RODRIGUEZ	1,114.14
4/24/2024	26802	MA DE LOURDES GONZALEZ MENDEZ	1,849.94
4/24/2024	26803	MARIA FRANCISCA MENA	8,556.66
4/24/2024	26804	SANDRA RODRIGUEZ	909.94
4/24/2024	26805	CLAUDIA ANDREA MUNOZ	8,892.79
4/24/2024	26806	EDILIA GUTIERREZ DE GARCIA	1,551.85
4/24/2024	26807	IRMA CARRIEDO DE GARCIA	473.89
4/24/2024	26808	MARIBEL MEDINA VARGAS	362.40
4/24/2024	26809	MIREYA GUZMAN CRISTOBAL	1,845.65
4/24/2024	26810	OLGA NOVELA DE HUERTA	7,297.17
4/24/2024	26811	ROSA ANGELA ORTIZ	6,530.34
4/24/2024	26812	ALMA AYDE GOMEZ ALVAREZ	4,180.69
4/24/2024	26813	ANA MARIA DAVILA	2,834.09
4/24/2024	26814	ANABEL A MARTINEZ	1,942.11
4/24/2024	26815	ANNA V MENDEZ	1,134.39
4/24/2024	26816	CASA DE ADORACION TULARE	17,226.72
4/24/2024	26817	CELESTINA ANDREA CONTRERAS	584.68
4/24/2024	26818	Delia Irene Araujo Dominguez	8,054.59
4/24/2024	26819	ELIDIA O RANGEL	556.36
4/24/2024	26820	ELIZABETH MARTINEZ	5,005.98
4/24/2024	26821	Gladys Isela Rodriguez	1,911.90
4/24/2024	26822	GUADALUPE PEREZ DOMINGUEZ	4,803.42
4/24/2024	26823	LOURDES DE MOYA DE CAMILO	5,506.67
4/24/2024	26824	LUCIA MENDOZA OCHOA	5,644.79
4/24/2024	26825	MARIA DOLORES GOMEZ	6,582.12
4/24/2024	26826	MARIA E SANCHEZ DE GOMEZ	6,159.09
4/24/2024	26827	MARIA LUISA CASAS	8,694.74
4/24/2024	26828	MIRIAM GOMEZ ZARATE	2,959.04
4/24/2024	26829	RAQUEL SANCHEZ	14,262.15
4/24/2024	26830	VERONICA ALVAREZ	6,323.92
4/24/2024	26831	ALIDA MERCADO DE GARNICA	1,885.10
4/24/2024	26832	DALILA J CAVAZOS	9,307.12
4/24/2024	26833	EDITH ALEJANDRA GALLEGOS	1,945.11
4/24/2024	26834	ELVIRA OCHOA GOMEZ	5,254.89
4/24/2024	26835	EMILY RAMIREZ - KIDS N US DAYCARE	908.40
4/24/2024	26836	LILIA ISORDIA DE RANGEL	934.94
4/24/2024	26837	LUZ MARIA MORALES	5,191.63
4/24/2024	26838	MA L MONROY DE SEVILLA	1,881.76
4/24/2024	26839	MARIA ELENA LEAL	823.71
4/24/2024	26840	MARIA GUADALUPE BELTRAN SALCIDO	2,917.55
4/24/2024	26841	MARIA SANCHEZ IBARRA	4,339.18
4/24/2024	26842	MARICELA SANDOVAL RODRIGUEZ	5,383.73
4/24/2024	26843	MARTHA ESTHELA SANCHEZ	11,358.29
4/24/2024	26844	EDUVIJES SUAREZ	2,726.37
4/24/2024	26845	ESMERALDA Y GONZALES	1,710.66
4/24/2024	26846	ISABEL C MEDINA DE GARCIA	1,631.82
4/24/2024	26847	MARIA TERESA ALANIS	5,627.32
4/24/2024	26848	YNEZ ATHENA CHAVEZ-ANDRADE	6,022.32

Community Action Partnership of Kern

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check Date	Check Number	Payee	Check Amount
4/24/2024	26849	ADELA RUIZ	4,896.41
4/24/2024	26850	AMALIA BUENROSTRO	4,896.41
4/24/2024	26851	ANA MARIA NAVARRO DE GUTIERREZ	6,823.74
4/24/2024	26852	ANDREA BUENROSTRO	13,111.68
4/24/2024	26853	HERLINDA CHAVEZ	8,791.61
4/24/2024	26854	JANET GARCIA-ALAPIZCO	2,068.66
4/24/2024	26855	VIRGINIA FERREIRA	12,779.17
4/24/2024	26856	JAQUELINE GUERRA	103.50
4/24/2024	26857	JEREMY T TOBIAS	103.50
4/24/2024	26858	REBECCA MORENO	103.50
4/24/2024	26859	SAVANNAH MALDONADO	103.50
4/24/2024	26860	SUSANA R MAGANA	103.50
4/24/2024	26861	WILFREDO CRUZ JR	103.50
4/24/2024	26862	ACUITY BAKERSFIELD LLC	2,746.11
4/24/2024	26863	5905 NILES ST LLC	4,602.00
4/24/2024	26864	ACUITY BAKERSFIELD LLC	5,563.40
4/24/2024	26865	COUNTY OF KERN - MORTGAGE PAYMENT ONLY	44,367.81
4/24/2024	26866	DIVERSIFIED PROJECT SERVICES INTL., INC.	9,009.00
4/24/2024	26867	EAST HILLS ROADWAY ASSOCIATION	459.40
4/24/2024	26868	GRACE COMMUNITY CHURCH	4,612.95
4/24/2024	26869	JANET Y YU	700.00
4/24/2024	26870	JOHN REY	1,875.00
4/24/2024	26871	M-R PROPERTIES	7,091.00
4/24/2024	26872	MH 3101 MALL VIEW ROAD, LLC	6,000.00
4/24/2024	26873	PROTEUS INC	487.00
4/24/2024	26874	PROTEUS INC	350.00
4/24/2024	26875	UNITED CONGREGATIONAL CHURCH OF LODI	4,901.00
4/24/2024	26876	WESLEY UNITED METHODIST CHURCH	2,403.20
4/24/2024	26877	ZREP LLC	3,926.98
4/26/2024	223181	WARM AND TOASTY MINI DONUTS & FUNNEL CAKES	(3,750.00)
4/29/2024	223478	JENNIFER JAMES	456.25
4/29/2024	223479	MARIA RODRIGUEZ	3,750.00
4/30/2024	220971	MAYRA GARCIA	(60.26)
4/30/2024	223125	JENNIFER JAMES	(3,000.00)
4/30/2024	223138	LAWYERS FOR JUSTICE PC	(2,500.00)
4/30/2024	223480	JENNIFER JAMES	2,500.00
4/30/2024	223481	LAWYERS FOR JUSTICE PC	2,500.00
4/30/2024	223482	SANDRA ROSA	3,006.05
4/30/2024	223483	SANDRA ROSA	739.07
4/30/2024	223567	DOUGLAS DILL	1,305.41
4/30/2024	223568	DOUGLAS DILL	3,259.73
Report Total			5,941,652.95



To: Board of Directors
From:  Emilio G. Wagner, Chief Facilities & Technology Officer
Date: June 26, 2024
Subject: *Agenda Item IV(e): Risk Insurance Update – Info Item*

Change of Brokers

After thorough consideration and evaluation, we have selected Insurica as our new insurance broker. Insurica's reputation for excellence in risk management and client service makes them a valuable partner for CAPK. We believe this change will enhance our ability to manage risk effectively and secure the best possible insurance solutions for our organization.

Workers Compensation Renewal

Regarding our workers compensation insurance renewal, we are currently awaiting the final renewal cost. Insurica will provide a verbal update on the anticipated costs. We expect to have the final renewal fee confirmed by the Executive Committee Meeting in July.

Risk Assessment and Alternative Insurance Options

In partnership with Insurica, we have developed a forward-looking plan to strengthen our risk management practices. This plan includes:

- **Comprehensive Risk Assessment:** Insurica will conduct a thorough risk assessment of CAPK's operations. This assessment will identify potential areas of risk and provide actionable recommendations to mitigate these risks effectively.
- **Exploring Alternative Insurance Models:** We are investigating alternative insurance options beyond the traditional model. Specifically, we will explore:
- **Captive Insurance:** This model allows CAPK to create its own insurance company to cover its risks. A captive can offer benefits such as tailored coverage, potential cost savings, and greater control over risk management.
- **Self-Insurance:** This option allows CAPK to self-fund its insurance needs, providing greater control over claims management and potentially reducing long-term costs.

Next Steps

This item is presented as an informational item for discussion. A detailed report with the final renewal fee and further insights into our risk assessment and any information related to the risk assessment will be presented at the July 17th Executive Committee Meeting.



MEMORANDUM

To: Board of Directors *Catherine Anspach*
From: Catherine Anspach, Director of Development
Date: June 26, 2024
Subject: *Agenda Item V(a)*: CAPK Foundation Report – **Action Item**

The CAPK Foundation Board met in person on Tuesday, May 28, 2024 and approved the minutes from the March 26, 2024 Foundation Board meeting.

Tracy Webster reviewed the financial reports categorized by purpose for the period from January 1, 2024 through April 30, 2024 which reflected significant support for the Foundation's inaugural fundraiser, Gourmet For Good. Additionally, a new report was introduced called the fund activity summary statement. This report details the remaining funds from 2023, incoming funds, expenses, and the remaining balance.

Catherine gave a fundraising overview and reported updates for Gourmet for Good at that time stating that the event was sold out with 314 guests to be in attendance and a total of 31 sponsorships sold and 13 in-kind sponsors confirmed.

Catherine also reported on the fundraising highlights including the returning partnership with Valley Strong for the Huggy Heart Campaign to run the month of June 2024. Catherine added that the Friendship House Advisory Board will be hosting its annual fundraiser again in October. The theme is Casino Night. Catherine reviewed the sponsorship packet with the board. She said the Advisory board will start to solicit sponsorships in June after the Foundation event.

Recommendation:

Staff recommends the Board of Directors approve the CAPK Foundation Board of Directors report and all items.

Attachments:

Minutes from the March 26, 2024 Board of Directors meeting.
CAPK Foundation Financial Reports



DATE	March 26, 2024
TIME	12:04 pm
LOCATION	KCSOS City Centre Bldg., Room 1B 1300 17 th Street Bakersfield, CA 93301

COMMUNITY ACTION PARTNERSHIP OF KERN FOUNDATION

Board of Directors Meeting Minutes

I. Call to Order

Board Vice Chair Ariana Joven called the meeting to order at 12:04 pm at the KCSOS City Centre Building, at 1300 17th Street, Bakersfield, CA.

a. Roll Call

Roll Call was taken with a quorum present:

Present: Ariana Joven (Vice Chair), Denise Boshers, Michael Bowers (arrived at 12:26 pm), Lillian Brust (Attending remotely per guidelines), Don Bynum, Traco Matthews, Nila Hogan, Chase Nunneley, Fred Plane, Chei Whitmore.

Absent: Kevin Burton (Chair), Janea Benton.

Others Present: Jeremy Tobias, Chief Executive Office; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Catherine Anspach, Director of Development; other CAPK staff.

Ariana Joven requested a motion to approve Lillian Brust's participation remotely, per the Brown Act guidelines, as she has met the criteria to attend remotely.

Motion was made and seconded to approve Lillian Brust's virtual attendance. Carried by unanimous vote (Nunneley/Matthews)

II. Public Comments

No one addressed the Board.

III. Consent Agenda

Motion was made and seconded to approve the Consent Agenda. Carried by unanimous vote (Matthews/Whitmore).

V. New Business

- a. Financial Reports & In-Kind Donations – Tracy Webster, Chief Financial Officer & Catherine Anspach, Director of Development – **Action Item**

Tracy Webster outlined the contributions categorized by purpose from January 1st to February 29th. Notably, she highlighted the significant support for Gourmet for Good, which amounted to \$23,500 by the end of February. Tracy stated while reviewing the income statement that Gourmet for Good falls under fundraising, while donations to programs are classified as contributions.

Tracy reviewed the annual budget report. She mentioned that the pending CAPK Contribution funding would be accounted for in the next financial report.

Catherine Anspach added to Tracy's presentation by noting that the Food Bank had received \$48,815.00 in contributions, with a substantial portion, \$40,000, from the Sandberg Goldberg Charitable Foundation. Catherine further explained that a portion of funds designated for Gourmet for Good would be placed into the general fund, available for addressing unforeseen program needs.

With In-kind donations, Tracy clarified the foundation's methods. She mentioned that while the foundation doesn't assign a financial value to In-kind donations, the CAPK programs that received the donation does. The foundation only tracks and acknowledges these donations.

A Motion was made and seconded to approve the Financial Reports & In-Kind Donations. Carried by unanimous vote (Nunneley/Whitmore).

b. CAPK Foundation 2023 Information Returns and Attorney General Report – Tracy Webster, Chief Financial Officer – ***Info Item***

Tracy Webster informed the board that this marks the Foundation's third consecutive year of filing an IRS 990 form, with CAPK partnering with the accounting firm Daniells Phillips Vaughan and Bock for this process. Additionally, Tracy noted the submission of form 199 on the California side. She highlighted key sections of the 990-form, including the first page which presents a comparison between contributions from the previous year to the current one, indicating a growth slightly less than double. Tracy also pointed out page seven, displaying all board members serving during that year, and explained how funds were allocated between program expenses and administrative expenses. Tracy concluded by confirming the filing of these forms, mentioning that one page specifically highlights larger donors and donations.

c. June 2024 Fundraiser Program Allocation– Pritika Ram, Chief Business Development Officer – ***Info Item***

Pritika Ram addressed an item from the January board meeting concerning the allocation of funds from the June fundraiser to CAPK programs. She presented a draft version of the allocation in her memo. Pritika proposed that 25% of the earnings would be allocated to increase the Foundation's general fund, with the second larger allocation going towards the Food Bank based on current funding assessments and need, particularly from the Community Services Block Grant. However, she noted that the allocation for Friendship House might be subject to adjustment depending on their October 2024 fundraiser.

Traco Matthews expressed approval of this breakdown and thanked Pritika for sharing it with the board. Jeremy Tobias asked what would happen if the amount raised exceeded projections. Pritika responded that the allocations are flexible and subject to review, mentioning that the allocation for East Kern Family Resource Center in Mojave might be adjusted, especially considering their recent success in securing additional funding.

Ariana Joven asked about some of the current funding sources for East Kern. Pritika explained that they are currently collaborating with Kern Health Systems, utilizing CalAims funds to provide patient intervention for clients facing homelessness. Catherine Anspach added that the East Kern facility has experienced significant growth, attracting corporate donors interested in supporting resources in the Mojave area.

d. Gourmet for Good Update– Catherine Anspach, Director of Development – ***Info Item***

Catherine Anspach expressed her excitement about working on this event, noting that since her last update, she has managed to secure additional sponsorships, bringing the current total to \$131,000. She provided a breakdown of the different sponsors and the amounts they donated. Catherine mentioned that due to many sponsorships including tickets to the event, about 40 individual tickets remained available. She decided against publicizing ticket sales due to the limited capacity of the venue, stating she will explore larger venues for next year.

Michael Bowers expressed his appreciation for Kern Health Systems as the presenting sponsor and thanked board member Traco Matthews. He asked about the availability of tables, to which Catherine responded that there were still a few tickets left, with the possibility of some sponsors returning their tables. She introduced a \$2,000 sponsorship package including four tickets and event recognition.

Jeremy Tobias suggested strategically inviting bigger donors that are unfamiliar with CAPK to educate them about the organization's programs and services.

Catherine passed out the Gourmet for Good agenda for the board to review, covering logistics such as parking, menu, drinks, sponsors, and layout. She mentioned the event would feature a mission moment to resonate with attendees.

Michael asked about the number of raffle items donated. Catherine explained that due to time constraints, the decision was made not to have an auction. Instead, there would be an opportunity ticket, that would include the items that Michael got donated. Catherine clarified that guests could purchase multiple opportunity tickets, receiving a glow bracelet for each purchased. Michael suggested giving away a dinner tasting at Luigi's, and Catherine asked if he could arrange the donation, to which he agreed.

Catherine revealed that the food for the event would be from Moo Creamery, including an Arugula Manchego salad and a grilled filet with Chimichurri sauce, garlic shrimp, and Orzo pasta salad. Michael noted that the Johnson estate could be challenging to find, and Catherine assured the board that signs would be posted on the highway to direct guests.

Denise Boshers asked about the availability of golf carts for guests, to which Catherine explained that valet services would be provided at the event entrance.

Ariana Joven raised concerns about potential valet congestion, but Pritika Ram assured that parking would be in the large overflow lot.

Michael emphasized the value of the Cabo trip as a raffle item, even if guests had to cover travel expenses. Catherine questioned if guests would still be interested, considering the additional cost, and Michael said he believed they would, given the trip's value.

Lastly, Ariana thanked the foundation for their hard work and encouraged all board members to support the event.

e. Aera Easter Visits – Catherine Anspach, Director of Development – **Verbal Item**

Catherine Anspach also mentioned that Aera Energy recently visited the Headstart and Early Headstart programs in Shafter and Taft with the Easter Bunny. During the visit, the Bunny distributed small backpacks filled with goodies to the children. Catherine noted that she would be sending out the video capturing this event. Additionally, she highlighted the efforts of the CAPK Outreach team, which has been creating videos to express appreciation and acknowledge sponsors.

f. Huggy Heart Campaign with Valley Strong – Catherine Anspach, Director of Development – ***Verbal Item***

Catherine Anspach shared that Valley Strong will be doing the Huggy Heart Campaign again in June, with the youth centers being the beneficiaries of this donation. She mentioned that this donation helps fund field trips for the youth centers.

Traco Matthews asked which youth centers would receive the donation. Chei Whitmore responded that it would go towards the Friendship House and the Shafter Youth Center. Traco suggested that Kern Health Systems might be interested in doing a similar campaign. Catherine mentioned that she already has collateral prepared for this campaign so organizations can choose the area of focus they'd like to support.

Tracy Webster added that the Foundation also has a campaign available for organizations to conduct a virtual food drive internally. Catherine explained that organizations can create a page where employees can donate towards bulk purchasing, allowing the community to fundraise for the Foundation.

Catherine added that she might showcase some of the new videos created by the Outreach team at the next board meeting.

VII. Board Member Comments

Chei Whitmore informed the board that Valley Strong is conducting financial literacy classes every Tuesday. She mentioned that the classes were in such high demand that an additional session on Thursdays was added to accommodate individuals at the M Street Navigation Center who wished to attend.

VIII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Tuesday, May 28th, 2024
1300 18th Street (Tentative)
Bakersfield, CA 93301

IX. Adjournment

The meeting was adjourned at 12:58 pm.



BOARD MEETING

MAY 28, 2024

FINANCIAL REPORT

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Community Action Partnership of Kern Foundation

Contributions by purpose
for the period of 01/01/2024 to 04/30/2024

Purpose	Amount	# Contributions
General	\$7,902.96	24
In-Kind Donations	\$0.00	10
M Street Navigation Center - Homeless Center	\$1,600.00	3
East Kern Family Resource Center	\$507.77	2
Volunteer Income Tax Assistance - VITA	\$185.00	7
Food Bank	\$53,170.85	62
Head Start	\$8,500.00	2
Gourmet for Good	\$117,885.63	32
Total	\$189,752.21	142



Community Action Partnership of Kern Foundation

Balance Sheet
as of 04/30/2024

Account Number	Account Name	Amount
Assets		
1000	Checking	\$430,307.00
1010	Money Market	\$62,514.13
1400	Prepaid Expenses	\$11,075.00
Total Assets		\$503,896.13
Liabilities		
2100	Accounts Payable	\$15,328.57
Total Liabilities		\$15,328.57
Equity		
3000	General Fund - Fund Balance	\$388,457.00
3101	Food Bank - Fund Balance	\$6,909.99
3103	Volunteer Income Tax Assistance - VITA - Fund Balance	\$185.00
3112	Gourmet for Good - Fund Balance	\$93,015.57
Total Equity		\$488,567.56
Total Liabilities + Total Equity		\$503,896.13



Community Action Partnership of Kern Foundation

Income Statement
for the period of 01/01/2024 to 04/30/2024

Account Number	Account Name	Amount
Income		
4220	Contributions Income	\$69,620.79
4230	Fundraising	\$112,885.63
4310	Interest Earned	\$14.13
4450	Misc Revenue	\$80.52
4900	CAPK Agency Contribution	\$412,500.00
Total Income		\$595,101.07
Expense		
5105	Salaries	\$68,686.71
5205	Benefits	\$19,555.35
6120	Out of Town Travel - Staff	\$5,040.27
6135	Per Diem - Staff	\$548.50
6205	Rent/Lease	\$1,971.56
6305	Office Supplies	\$3,734.44
6505	Legal Fees	\$3,165.75
6510	Audit Fees	\$1,400.00
6520	Consultant Services	\$4,835.00
6525	Software Support/Maintenance	\$95.00
6605	Communications	\$92.93
6610	Postage	\$897.71
6615	Printing	\$943.74
6635	Board Costs	\$2,745.65
6645	Tuition/Registration Fees - Staff	\$1,300.00
6675	Outreach	\$13,295.60
6685	Meeting Expenses	\$759.82
6695	Bank Fees	\$489.72
6715	Licensing/Misc Fees	\$130.00
6790	Misc Expense	\$2,219.45
6990	Contribution - CAPK	\$81,716.50
7910	Facility Use	\$772.36
9999	Indirect Expense	\$13,475.04
Total Expense		\$227,871.10
Net Income (Loss)		\$367,229.97



Community Action Partnership of Kern Foundation
Fund Activity Summary
for the period of 01/01/2024 to 04/30/2024

Fund	Beginning Balance	Income	Expenses	Net Income (Expense)	Transfer	Net Increase (Decrease)	Ending Balance	[Beginning of Fiscal Year] Balance
General Fund	\$98,111.81	\$419,206.45	\$128,861.26	\$290,345.19	\$0.00	\$290,345.19	\$388,457.00	\$98,111.81
Food Bank	\$10,829.68	\$52,416.22	\$56,335.91	\$-3,919.69	\$0.00	\$-3,919.69	\$6,909.99	\$10,829.68
Volunteer Income Tax Assistance - VITA	\$0.00	\$185.00	\$0.00	\$185.00	\$0.00	\$185.00	\$185.00	\$0.00
East Kern Family Resource Center	\$10,000.00	\$507.77	\$10,507.77	\$-10,000.00	\$0.00	\$-10,000.00	\$0.00	\$10,000.00
Oasis Family Resource Center - Ridgecrest	\$1,247.85	\$0.00	\$1,247.85	\$-1,247.85	\$0.00	\$-1,247.85	\$0.00	\$1,247.85
M Street Navigation Center - Homeless Center	\$1,148.25	\$1,400.00	\$2,548.25	\$-1,148.25	\$0.00	\$-1,148.25	\$0.00	\$1,148.25
Head Start	\$0.00	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gourmet for Good	\$0.00	\$112,885.63	\$19,870.06	\$93,015.57	\$0.00	\$93,015.57	\$93,015.57	\$0.00
Total	\$121,337.59	\$595,101.07	\$227,871.10	\$367,229.97	\$0.00	\$367,229.97	\$488,567.56	\$121,337.59



Community Action Partnership of Kern Foundation

Budget: Year to Date
for the period of 01/01/2024 to 04/30/2024

Account Number	Account Name	Actual	YTD Budget	Difference
Income				
4220	Contributions Income	\$69,620.79	\$91,610.04	\$-21,989.25
4230	Fundraising	\$112,885.63	\$28,688.32	\$84,197.31
4310	Interest Earned	\$14.13	\$0.00	\$14.13
4450	Misc Revenue	\$80.52	\$0.00	\$80.52
4900	CAPK Agency Contribution	\$412,500.00	\$116,666.68	\$295,833.32
Total Income		\$595,101.07	\$236,965.04	\$358,136.03
Expense				
5105	Salaries	\$68,686.71	\$66,521.68	\$2,165.03
5205	Benefits	\$19,555.35	\$21,621.68	\$-2,066.33
6105	Local Travel - Staff	\$0.00	\$333.32	\$-333.32
6120	Out of Town Travel - Staff	\$5,040.27	\$2,166.68	\$2,873.59
6135	Per Diem - Staff	\$548.50	\$583.32	\$-34.82
6150	Vehicle Gasoline	\$0.00	\$250.00	\$-250.00
6205	Rent/Lease	\$1,971.56	\$993.68	\$977.88
6305	Office Supplies	\$3,734.44	\$6,283.32	\$-2,548.88
6505	Legal Fees	\$3,165.75	\$0.00	\$3,165.75
6510	Audit Fees	\$1,400.00	\$0.00	\$1,400.00
6520	Consultant Services	\$4,835.00	\$2,000.00	\$2,835.00
6525	Software Support/ Maintenance	\$95.00	\$0.00	\$95.00
6605	Communications	\$92.93	\$0.00	\$92.93
6610	Postage	\$897.71	\$1,666.68	\$-768.97
6615	Printing	\$943.74	\$5,000.00	\$-4,056.26
6625	Hiring Costs	\$0.00	\$150.00	\$-150.00
6630	Employee Costs	\$0.00	\$400.00	\$-400.00
6635	Board Costs	\$2,745.65	\$1,666.68	\$1,078.97
6645	Tuition/Registration Fees - Staff	\$1,300.00	\$1,333.32	\$-33.32
6675	Outreach	\$13,295.60	\$20,855.00	\$-7,559.40
6680	Training Expenses	\$0.00	\$2,166.68	\$-2,166.68
6685	Meeting Expenses	\$759.82	\$833.32	\$-73.50
6690	Membership Fees	\$0.00	\$500.00	\$-500.00
6695	Bank Fees	\$489.72	\$0.00	\$489.72
6715	Licensing/Misc Fees	\$130.00	\$0.00	\$130.00
6790	Misc Expense	\$2,219.45	\$0.00	\$2,219.45
6990	Contribution - CAPK	\$81,716.50	\$87,943.36	\$-6,226.86
7910	Facility Use	\$772.36	\$0.00	\$772.36
9999	Indirect Expense	\$13,475.04	\$13,532.68	\$-57.64
Total Expense		\$227,871.10	\$236,801.40	\$-8,930.30
Total		\$367,229.97	\$163.64	\$367,066.33



MEMORANDUM

To: Board of Directors

Lisa Gonzales

From: Lisa Gonzales, Program Governance Coordinator

Date: June 26, 2024

Subject: *Agenda Item VI(a)*: June Policy Council Report – **Action Item**

The Policy Council met on May 28, 2024 at which time a quorum was established.

There was not any new business brought before the Council for approval.

The Policy Council was provided an informative presentation from Michelle Moses, Director of Pathway Family Services. Information was shared with members regarding *Hope for the Journey*, a one-day conference for parents and caregivers focused on empowering and connecting with children through trauma informed care.

There was one informational item presented to the Council, which was in regards to an increase in funding. Head Start recipients will be awarded a Cost-of-Living Adjustment (COLA) under the Further Consolidated Appropriation Act, 2024. Eligible recipients will receive a 2.35% COLA increase which requires the funds be used to permanently increase the program's pay scale including the salaries of current staff. The COLA will be retroactive as of March 1, 2024.

Recommendation:

The Policy Council requests Board approval of the June Report and the Policy Council meeting minutes from May 28, 2024.

Attachment:

Policy Council Meeting Minutes from May 28, 2024.

**COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL MEETING MINUTES**

May 28, 2024

Meeting ID: 269 703 543 528

1. Call to Order

Policy Council Chairperson, Ruby Cruz called the meeting to order at 5:32 p.m.

a. Roll call was taken, and a quorum was established.

Policy Council Members Present: Alejandra Verduzco, Ashley Trent, Candy Diaz, Cristina Herrera, Fatima Echeverria, Gabriela Rangel, Jennifer Wilson, Michelle Jara-Rangel, Ruby Cruz, Wendy Ayala

2. Public Comments

The public may address the Policy Council on items not included on the agenda at this time. However, the Policy Council will take no action other than that of referring the item(s) to staff for study and analysis. Speakers are limited to three 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.

None

3. Standing Committee Reports

a. School Readiness Committee

The School Readiness Committee met on May 9, 2024; however, a quorum was not established.

Presentations were shared with those in attendance on the topics of wellness and inclusion as well as family engagement. An overview of the ages and stages screener was shared along with information about IEPs and IFSPs and the benefits they can provide. An introduction to the Pyramid Model practices including solution cards and visual schedules was provided to the group. In discussing family engagement, the family partnership agreement was reviewed. Also discussed was the importance of attendance and participation. It was noted that there are several ways in which families can get involved such as, ReadyRosie activities, engagement conferences, and monthly family engagement activities. Committee members had an opportunity to ask questions and share comments. Upon conclusion of the presentation an invitation was extended to members to an upcoming family workshop as well as to the School Readiness Goal Planning meeting.

b. Planning Committee

The Planning Committee met on May 7, 2024. The Division Program Activity Report was shared with members for the month of April. Enrollment information was provided with Head Start reporting 74% enrollment and Early Head Start reporting 69% enrollment. The Child Adult Care Food Program Report for March was provided indicating 64,423 meals were prepared with 59,823 meals delivered during this period. It was noted that the nutrition team attended the parent meeting at Cleo Foran where they offered families recipes to create infused water with fresh fruit and herbs. Parents also made fruit and granola parfaits. It was shared that staff participated in a training conducted by Dr. Kirk and that Garden Pathways received a \$2 million grant from Lever for Change and will be using some of the funds for their infant and toddler childcare services.

c. Budget & Finance Committee

The Budget & Finance Committee met on May 21, 2024. The financial reports through March 31, 2024 were presented to the committee for review and discussion. It was noted that this is the first full month of the new funding cycle. Budget detail was provided for Head Start as well as Early Head Start grants. The Parent Activity Funds and Parent Local Travel and Childcare Reimbursement along with the non-federal share report for Kern and San Joaquin Counties as well as for the Partnership were provided and discussed. Additionally presented to the committee was the No-Cost Extension financial reports for Head Start and Early Head Start which represent a time span beginning March 1, 2023 to run through February 29, 2025. Information about the Head Start Building Proceeds for the remodel of the new Central Kitchen building was shared with the committee. Highlights from the proceeds of two building sales designated for this

project were also shared. The next Budget & Finance Committee meeting will be held on June 18, 2024 at 5:30 p.m.

d. Bylaws Committee

The Bylaws Committee will meet on June 11, 2024 and will continue to review and discuss the CAPK Head Start Policy Council Bylaws. During this meeting articles eight and nine will be reviewed in depth. Additional discussion will take place with regard to the return to in-person meetings for the upcoming 2024-2025 Policy Council term.

4. Presentations

a. Hope for the Journey – Monique McWilliams, TBRI Practitioner/Lead Care Manager, Pathway Family

Monique introduced herself to the Council, and shared a bit about her connection to Head Start and her time as a member of Policy Council and the special place the program holds with her. Michelle Moses, Director of Clinic Services for Pathway Family Services provided a brief history of the agency and the services it provides. She shared that Pathway was founded in 2006 and began as a nonprofit organization focused on the needs of foster children. The agency has been working with abused and neglected children for many years and provides training, certification and support to families who provide care to foster children. The agency is continuing to expand into additional counties in Southern California. Michelle shared information on the upcoming Hope for the Journey Conference. This is a free conference, (RSVP required) which will focus on teaching trust-based relational intervention (TBRI) through evidence-based practices. Michelle went on to share that we have a lot of scientific information, but we don't always have a practical way to implement it, this training will provide that to attendees. She stated this tool and intervention focuses on the whole child and provides insight into attachment styles, sensory processing and the effects of trauma on the brain. All attendees will receive a certificate of completion. The goal behind providing this training is to enlighten the community, to make them more aware, and provide a trauma responsive way to any circumstance. Michelle stated that in providing a trauma informed response we are leading with connection in everything we do we are connecting and responding to meet the attachment style of the person with whom we are interacting. Michelle also shared that in the future Pathway will be providing a caregiver package which will be an in-depth training equivalent to 24 hours of training, this too will be free of charge. She added that through an application process there is also a home coaching program where a coach will go into the home and assist the parent/caregiver in implementing the tools they've gained through training. The Hope for the Journey Conference will take place at City Serve, in Bakersfield on June 15, 2024 with lunch provided. A brief question-and-answer period ensued; upon conclusion Michelle and Monique thanked Council members for their time and the opportunity to share this information.

b. Funding Increase for Cost-of-Living Adjustment – Rosa Guerrero, Administrative Analyst

Rosa shared with the Council that under the Further Consolidated Appropriation Act, 2024 Head Start and Early Head Start will be receiving a 2.35% Cost-of-Living Adjustment (COLA) for the 2024-2025 fiscal year. She stated the COLA will be used to increase staff salaries, including the Early Head Start Childcare Partnership by 2.35%, with any remaining funds used to offset fringe benefits. Adjustments to the program's compensation schedule will be made upon receipt of the funding allocation. Additionally, staff will receive a retroactive payment from March 1, 2024. Rosa also provided the funding amounts to be received from the COLA which were \$466,898 for Head Start and \$441,644 for Early Head Start.

5. Consent Agenda

***ACTION**

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

- a. Policy Council Meeting Minutes – April 23, 2024
- b. Policy Council Planning Committee Minutes – April 2, 2024

- c. Policy Council Bylaws Meeting Minutes – April 9, 2024
- d. Policy Council School Budget & Finance Committee Meeting Minutes – April 16, 2024
- e. Head Start Budget to Actual Report – March 1, 2024, through March 31, 2024
- f. Early Head Start Budget to Actual Report – March 1, 2024, through March 31, 2024
- g. Kern Head Start and Early Head Start Non-Federal Report – March 1, 2024, through March 31, 2024
- h. Early Head Start Childcare Partnership Non-Federal Report – March 1, 2024 through March 31, 2024
- i. Parent Travel & Childcare through March 31, 2024
- j. Parent Activity Funds through March 31, 2024
- k. Head Start (*No Cost Extension*) Budget to Actual Report – March 1, 2023 through March 31, 2024
- l. Early Head Start (*No Cost Extension*) Budget to Actual Report– March 1, 2023 through March 31, 2024
- m. Head Start Building Proceeds for Central Kitchen – March 31, 2024
- n. Program Review & Evaluation Report – April 2024
- o. 2024 – 2025 Days of Operation Calendar
- p. San Joaquin County Office of Education Funding Memo – May 28, 2024
- q. ACF-OHS-PI-24-02 Fiscal Year 2024 (FY 2024) Head Start Funding Increase – Issuance Date: April 24, 2024
- r. Project Based Voucher Waiting List – May 1- 30, 2024 Kern County Housing Authority (English/Spanish)
- s. Children’s Mobile Clinic – June 2024 (English/Spanish)
- t. Oasis Family Resource Center Summer Bridge Program – June 11– 28, 2024/July 9 – 26, 2024, Ridgecrest, CA
- u. First Fridays Summer Series – June 14, 2024, Downtown Shafter Square
- v. SUN Bucks California – California Department of Social Services
- w. 2024 Discounted Swim Grants – Bakersfield Recreation & Parks
- x. Hope for the Journey Conference – June 15, 2024, Pathway Family Services, Bakersfield, CA
- y. Positive Reinforcement and Challenging Behaviors– June 19, 2024; CAPK/El Concilio California
- z. Food Distribution – Salvation Army, Ridgecrest, CA
- aa. Food Pantry – First Congregational Church – UCC Bakersfield
- bb. Medi-Cal Renewal – Kern Family Health Care
- cc. Children’s System of Care – Behavioral Health & Recovery Services, Kern County
- dd. How to Connect Services & Treatment – Behavioral Health & Recovery Services, Kern County
- ee. Taking Care of Yourself – Office of Head Start National Center on Health, Behavioral Health, and Safety
- ff. Teaching Your Child About Feelings – Office of Head Start National Center on Health, Behavioral Health, and Safety
- gg. Backpack Connection Series: How to Use Social Stories to Teach Your Child New Skills and Expectations (English/Spanish)
- hh. Head Start/Early Head Start Kern Flyer (English/Spanish)
- ii. Early Head Start San Joaquin Flyer (English/Spanish)
- jj. Home Visiting Program Flyer (English/Spanish)
- kk. Policy Council Meeting Dates

Gabriela Rangel made a motion to approve consent agenda items (a) through (kk); seconded by Michelle Jara-Rangel. Motion carried unanimously.

6. New Business

***ACTION**

None

7. Standing Reports

a. **Program Governance – Lisa Gonzales, Program Governance Coordinator**

Lisa thanked members for their attendance and she recognized and thanked Michelle, Ruby and Jennifer for their attendance and participation at the recent CAPK Staff Development Day. Lisa shared that the event was a huge success with a great turnout, from staff to Board Members, and of course Policy Council members too. In speaking to a few items within the Policy Council packet, Lisa shared information on the SUN Bucks program which is a new summer program which provides eligible families with an additional

\$120 to support families in purchasing food for their school aged children during the summer months. Lisa also spoke about Kern Behavioral Health's Children's System of Care. This agency offers a multitude of services and resources to children in Kern County experiencing behavioral health issues. Lisa shared some of the services which include therapeutic behavioral, crisis intervention, skill building, individual and family therapy, case management and more. She shared that the county is broken down into areas with services available throughout; contact information for all areas was provided. In continuing to share information Lisa spoke to the Council about the importance of taking care of ourselves and how we cannot take care of anyone else if we are not our best selves. She added that noticing how you are feeling, where your stress level is and what physical signs might be exhibited is important in managing stress. Lisa shared a few suggestions on how to potentially reduce stress. These tips included drinking water, journaling, getting plenty of sleep, talking with friends or family, getting outside just to name a few. Lisa shared that she likes to write so journaling is something she does and listening to music. In sharing some strategies, and different approaches to allow oneself to create time for self-care, Lisa shared that instead of saying, "I don't have time to take care of myself." try looking at it from a different lens, saying "I am important, and I need to take care of myself and put myself first sometimes and in doing so this makes me a better parent." She encouraged members to find and do more of what brings them peace and joy, to prioritize self-care. Lisa also spoke about the importance of teaching your child about feelings and how to help them to recognize and name how they feel, which in turn can help them to better express how they feel. She added that it is important to let your children know that their feelings are valid, and not be dismissive of such. Information was also shared on strategies and different approaches to try when supporting your child in learning to name and understand their feelings. In closing Lisa shared that if we feel physically sick, we seek proper care; we may go to the doctor for a remedy, if we are under the weather or if we broke our leg, we would seek medical attention and the same should be true for our emotional health as well. She added that it is just as important as our physical well-being. Lisa stated that along with their Policy Council packets all members were gifted a mindfulness color book and a set of colored pencils. She stated that she felt this was something that could be done any time of day, or in the quiet of night, even alongside their child. Lisa stated she wanted to express her appreciation to members for all they do and to support their self-care by providing them with a simple source that may have the potential for a shift in mindset.

b. Board of Directors – Michelle Jara-Rangel, CAPK Board of Directors Representative

Michele shared that the Board of Directors met in-person on April 23, 2024. The consent agenda was approved as presented as were several new business items brought before the Board of Directors. The Affordable Housing Project MOU between CAPK and the Housing Authority of Kern was approved. This was presented as a 15-year agreement which will focus on low-income families facing homelessness with CAPK providing onsite services to clients. Additionally approved was a formalized Travel Policy for Board Members, as well as the February financial reports. Michelle shared there was Board approval given for the submission of an application to the California Department of Financial Protection Innovation, CalMoneySmart. Should this award be granted, Citizen's Bank will provide financial education to support low-income individuals and offer a money match to clients of approximately 25% of deposited funds if they comply with specific criteria. The CalAIM Incentive Program also received Board approval. This is a Kern Health System contract with a scope to improve the quality of life and health outcomes of MediCal beneficiaries by providing a broad range of services and reforms to those facing homelessness. An update was provided on the CAPK Foundation's upcoming Gourmet for Good event. It was also shared that Valley Strong Credit Union will be participating in the Huggy Hearts campaign throughout the month of June. Through this campaign last year there was \$10,000 raised benefiting CAPK youth programs. The Policy Council report was also provided to the Board. An update on the upcoming Staff Development Day was provided and Mr. Tobias reminded members that there will be a roundtable discussion with National CAP CEO, Denise Harlow, one day prior to the agency-wide event.

c. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director

Yolanda thanked members for their commitment to Policy Council. She also thanked Lisa for her commitment to the small but mighty group of individuals that serve on Policy Council as well as for sharing

the wonderful information on self-care. In providing an update on education, Yolanda shared that in honor of teacher appreciation month, staff had the opportunity to show appreciation to our teachers for all the hard work they do. They work hard at planning and ensuring that children are receiving the highest quality of care. They received a Wellness Journal and a stress relieving coloring book along with colored pencils all hand delivered by the administrative team. Yolanda also shared that the Mentor Coaches have finalized their mentoring for the school year and delivered Professional Development Certificates to their respective mentees. She stated that Summer Fun Activities will begin this week; children are learning about the five senses and will be learning about gardening in the week to come. Yolanda added that the program wants to implement gardening at all sites. She asked parents to be on the lookout for weekly themes and to continue talking with their children about what they are doing at school. Yolanda encouraged parents to visit their child's classroom if they are able to. She stated this is a good time to do so as the program will be implementing Loose Parts which is a new study focused on more of a natural learning environment. In continuing to provide updates, Yolanda shared that children are continuing to use the Creative Curriculum and are building a bridge to kindergarten for those students who are moving on. She reported that Early Head Start is implementing the container study and that most all our centers have been licensed. It was stated that transition has been taking place at Sterling with the new classrooms and children and families are enjoying these brand-new classrooms. It was noted that the program's School Readiness Committee recently met with 52 participants in attendance. Yolanda encouraged Policy Council members to participate if their schedule allows. Parents were reminded to bring an extra set of clothing for their children to the center as they will be engaging in water play activities during the summer months. Additional information shared included, a summer snack program taking place at Kern County Libraries in partnership with Kern County Superintendent of Schools, Operation School Bell in Lamont which provides free school clothes for qualifying children, a Tehachapi Job Fair hosted by the Chamber of Commerce and more. Yolanda also stated that Enrollment and Attendance has been very busy with recruitment and enrollment clinics to ensure we meet our 100% enrollment requirement. She added that she will share the calendar of June events with Lisa so that she can share with members. In closing Yolanda expressed appreciation to members for their role and support of the program.

8. Policy Council Chairperson Report

Ruby shared information from Bakersfield City Schools about providing summer meals for children. She shared that she and Jennifer had a lot of fun at the Staff Development Day, adding that they both felt so encouraged and shared with each other that one day they too would like to work for Head Start. Ruby recognized the many graduations taking place and wished everyone an enjoyable summer.

9. Policy Council Member Comments

Members were given an opportunity to make a statement or comment. Christina Herrera wished everyone a good summer. Gabriela Rangel was grateful for another eventful meeting. Jennifer Wilson stated Staff Development Day was awesome. She added that she is so appreciative of all the opportunities made available to members/parents such as conferences, Zoom trainings with Dr. Kirk, opportunities to participate in other meetings, and so much more. Jennifer stated that she wished she had the time to do it all because she has been so enriched by those events that she has been able to attend, and she is very appreciative of all the opportunities. Michelle Jara-Rangel thanked everyone for their dedication to the program and all the time members spent attending meetings, going to events and showing their support. Michelle also asked that an update be provided by staff at the next Policy Council meeting on the enrollment initiative, where the program currently is with regard to that and how we are looking for the next year.

10. Next Scheduled Meeting

The next meeting will be held on Tuesday, June 25, 2024 at 5:30 p.m.

11. Adjournment

The meeting was adjourned at 6:30 p.m.



MEMORANDUM

To: Board of Directors
Lois Hannible
From: Lois Hannible, Program Administrator
Date: June 26, 2024
Subject: *Agenda Item VI(b):* Friendship House Advisory Board - **Info Item**

The Friendship House Advisory Board is actively involved in planning two important events to support the Friendship House Community Center. First up is the 2024 Mixer Fundraiser, themed as Casino Night, to be held at The Collective on October 24th at 5:30pm. Collaborating with CAPK Marketing, they're crafting a sponsorship package to be released soon. It promises an evening filled with fun, food, and festivities.

Additionally, the Advisory Board is gearing up for the Friendship House Backpack Drive & Resource Fair on August 11, from 9am to 12pm at Vintage Cutz. This event aims to assist students with free haircuts, backpacks, school supplies, and food boxes. Donations of new backpacks and school supplies are highly encouraged and appreciated. If you're interested in contributing items or volunteering your time, please reach out to Program Administrator, Lois Hannible lhannib@capk.org

Attachments:

Friendship House Mixer Fundraiser
Friendship House Backpack Drive & Resource Fair

The poster features a dark brown background with a subtle gradient. At the top corners are two red dice with white pips. In the center is a large, ornate, gold-colored frame with a scalloped border, filled with a string of glowing yellow and orange lights. Inside this frame, the words "CASINO NIGHT" are written in a large, stylized font. "CASINO" is in a gold, serif font, and "NIGHT" is in a white, serif font. Below the frame, the text "Benefitting the CAPK FRIENDSHIP HOUSE COMMUNITY CENTER" is written in a white, serif font. Below that, the date "THURSDAY 24 OCTOBER 2024" is written in a larger, white, serif font. At the bottom, a white rounded rectangle contains the text "SPONSORSHIP OPPORTUNITIES AVAILABLE" in a bold, black, sans-serif font. Below this rectangle is the website address "www.capkfoundation.org/FHCC24" in a smaller, white, sans-serif font. The bottom corners of the poster are decorated with several red and black casino chips with white patterns.

CASINO NIGHT

Benefitting the
CAPK
FRIENDSHIP HOUSE COMMUNITY CENTER

THURSDAY
24 OCTOBER 2024

SPONSORSHIP OPPORTUNITIES AVAILABLE

www.capkfoundation.org/FHCC24

*As supplies last.



FRIENDSHIP HOUSE
COMMUNITY CENTER

SCHOOL BACKPACK DRIVE & RESOURCE FAIR

To assist students of all ages, we will be providing the following:

- Free Haircuts
- Backpacks
- 250 Food Boxes
- Hotdogs, drinks and more!*



SUNDAY, AUGUST 11, 2024

At 9 AM - Noon



VINTAGE CUTZ

2677 Mt. Vernon Ave.
Bakersfield, Ca 93306

INTERESTED IN DONATING

We are in need of new children's socks, underwear, shirts, and shoes.

If you're interested in donating:

Please contact Vanessa M. at vmunoz@capk.org or (661) 407-2863.

