COMMUNITY ACTION PARTNERSHIP *OF* KERN
BOARD OF DIRECTORS MEETING
Head Start Professional Development Resource Lab
1825 Feliz Drive, Bakersfield, CA
(Accessible from Belle Terrace, not Feliz Drive)
May 29, 2019
12:00 pm

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

Janea Benton	Craig Henderson	Marian Panos
Jimmie Childress	Nila Hogan	Guadalupe Perez
Lorena Fernandez	Mike Maggard	Warren Peterson
Curtis Floyd	Jonathan Mullings	Fred Plane
Jose Gurrola	Yolanda Ochoa	Ana Vigil

II. Approval of Agenda

III. Approval of Meeting Minutes

a. Minutes of April 24, 2019 Board of Directors meeting – ***Action Item (p. 4-9)***

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

V. Special Presentation

a. Presentation by Children from Pete Parra Child Development Center
b. Presentation of Resolutions in recognition of Community Action Month

VI. New Business

a. Presentation of the Migrant Childcare Alternative Payment Program FY 2018-2019 Program Self-Evaluation (PSE) – Susana Magana, Program Manager – ***Info Item (p. 10-11)***

b. 2018-2019 State Child Development Program Self-Evaluation Annual Reports – Leslie Mitchell, Administrator of Education and Support Services – ***Info Item (p. 12-33)***

c. 2020-2021 Community Action Plan – Kathline Moessner, Senior Community Development Specialist – ***Action Item (p. 34-171)***

d. 211 Help Me Grow Contract and Approval of New Position – Pritika Ram, Director of Administration – ***Action Item (p. 172-182)***

e. Lease Agreement 4032 Jewett Ave. for Head Start/State Child Development – Emilio Wagner, Director of Operations – ***Action Item (p. 183-210)***

f. Gardening & Maintenance Contract - Kerri Davis, Business Manager – ***Action Item (p. 211-219)***

VII. <u>Committee Reports</u>

a. PRE Committee Report – Ralph Martinez, Director of Community Development – Action Item
   i. Minutes from the May 15, 2019 Committee Meeting ***(p. 220-222)***
   ii. Youth Centers Presentation (Verbal)
   iii. April 2019 Program & Division Reports ***(p. 223-237)***
   iv. Application Status Reports and Funding Requests for April 2019 ***(p. 238-243)***
   v. Organizational Standards Update (No Report)
   vi. April 2019 Head Start / State Child Development Enrollment Update and Meals Report ***(p. 244-245)***

b. Budget & Finance Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
   i. Minutes from the May 22, 2019 Committee Meeting ***(p. 246-249)***
   ii. Application Status Report for April 2019, and Funding Requests ***(p. 250-255)***
   iii. Head Start and Early Head Start Budget to Actual Reports ***(p. 256-269)***
   iv. Cost of Living Adjustment (COLA) for All Employee Wages, with Resolution ***(p. 270-279)***
   v. Federal Financial Report ***(p. 280-287)***
   vi. Division Director Job Descriptions and Wage Salary Grades ***(verbal)***
   vii. Discretionary Fund Update ***(p. 288)***
   viii. Financial Statements for April 2019 ***(p. 289-336)***

VIII. <u>Advisory Board Reports</u>

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative – ***Action Item***
   i. May 2019 Policy Council Report ***(p. 337)***
   ii. April 23, 2019 Policy Council Minutes ***(p. 338-340)***

b. Friendship House Advisory Report – Ralph Martinez, Director of Community Development – ***Action Item***
   i. Verbal Report

IX. <u>Chief Executive Officer Report</u> – Jeremy Tobias, Chief Executive Officer – ***Action Item***

a. Slide show from Staff Development Day
b. Board Retreat Update ***(Verbal)***

X. <u>Board Member Comments</u>

XI. <u>Closed Session</u>

a. Conference with Legal Counsel – Anticipated Litigation (Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (1 case)

XII. Closed Session Report

XIII. Next Scheduled Meeting

Board of Directors Meeting
Wednesday, June 26, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

This is to certify that this Agenda notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, May 24, 2019. Paula Daoutis, Administrative Coordinator

COMMUNITY ACTION PARTNERSHIP *OF* KERN
BOARD OF DIRECTORS MEETING

5005 Business Park North, Bakersfield, CA
April 24, 2019
12:00pm

MEETING MINUTES

I. Call to Order

Chairman Curtis Floyd called the meeting to order at 12:06 pm at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Moment of Silence/Pledge of Allegiance

b. Reading of the "Promise of Community Action"

c. Roll Call

Roll Call was taken with a quorum present:

Present: Jimmie Childress, Curtis Floyd, Nila Hogan, Jonathan Mullings, Yolanda Ochoa, Marian Panos, Guadalupe Perez, Warren Peterson, Fred Plane, Ana Vigil

Absent: Janea Benton, Lorena Fernandez, Jose Gurrola, Craig Henderson, Mike Maggard,

Others Present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Ralph Martinez, Director of Community Development; Raymond Quan, Director of Human Resources; Carmen Segovia, Director of Health & Nutrition; Tracy Webster, Chief Financial Officer; other CAPK staff.

II. Approval of Agenda

Motion was made and seconded to approve the Board of Directors meeting agenda for April 24, 2019 as amended to include item VI(h) Resolution to Approve Submission of the CSBG Discretionary Contract #19F-4417 – Action Item. Carried by unanimous vote. (Vigil/Panos).

III. Approval of meeting minutes

a. Minutes of March 27, 2019 Board of Directors meeting.

Motion was made and seconded to approve the minutes of the March 27, 2019 meeting. Carried by unanimous vote. (Ochoa/Plane).

IV. Introduction of Guests/Public Forum:

No one addressed the Board.

V. Special Presentations

There was no special presentation scheduled.

VI. New Business

a. Public Hearing: 2020 – 2021 Community Action Plan – Kathline Moessner, Senior Community Development Specialist – ***Action Item***

Kathline Moessner thanked all who participated in the 2020-2021 Community Action Plan survey. Nearly 2,000 individuals completed the survey, 90% of which are CAPK clients. In addition, five focus groups were conducted across the County and input was solicited from staff, board members, volunteers and community partners. The Community Action Plan (CAP) is a two-year road map, and requirement for CSBG funding, that provides an in-depth needs assessment in the community and prioritizes service areas. A public hearing is required to solicit additional input or comments.

Motion was made and seconded to adjourn the Board Meeting and open the Public Hearing at 12:15 pm. Carried by unanimous vote. (Mullings/Vigil).

Hearing no comments, a motion was made and seconded to close the Public Hearing at 12:16 pm and re-open the Board of Directors meeting. Carried by unanimous vote. (Plane/Childress)

b. Housing Update – Ralph Martinez, Director of Community Development – ***Info Item***

Ralph Martinez provided the housing update and stated that the Kern County Affordable Housing Coalition supports three identified initiatives: Funding/Finance; Influence Thoughts/Discussions, and Actions; and Community Development.

Curtis Floyd stated that CAPK needs to find our niche. Jim Childress replied that CAPK needs to identify the underserved populations to work with and then pursue funding. Ralph Martinez added that appointments are scheduled with the County to determine if there are available buildings within the County that will meet the needs. Research continues and the approach is very positive. Both the City and County has stated their wish for CAPK to become a Community Housing Development Organization (CHODO). However, before CAPK can pursue the designation, a project must be identified.

Following comments about the Housing Update, Ralph Martinez announced his retirement effective June 28, 2019.

c. Coordinated Entry System (CES) Program Update – Rebecca Moreno, CES Program Coordinator – ***Info Item***

Rebecca Moreno provided an overview of the CES program, which is part of the 211 program, and member of Kern County Homeless Collaborative. Kern County has a 10-year plan to end homelessness by 2028 and Rebecca provided a PowerPoint presentation that detailed objectives, goals, and identified the community partners, service providers, and quarterly statistics.

Marian Panos asked how mentally ill homeless are handled. Rebecca said it is a difficult process and handled delicately.

d. Application for Continued Funding of Early Head Start Child Care Partnerships with Resolution – Jerry Meade, Program Design and Management Administrator – ***Info Item***

Jerry Meade stated that the Office of Head Start (OHS) advised CAPK that the Early Head Start Child Care Partnership and the Early Head Start San Joaquin programs are eligible for a non-competitive five-year grant award. The application for the Partnership is due June 1st and the application for San Joaquin will be presented to the Board in September.

The Partnership funding period is from 09/01/19 to 08/31/24. There are no planned changes to the current program's service delivery and CAPK will continue to provide services for a total of 56 children in partnerships with Bakersfield College, Kern County Superintendent of Schools, and Garden Pathways.

Staff recommends Board approval with resolution, to submit the application for continued funding of Early Head Start Child Care Partnerships for the 2019-2020 budget period.

Motion was made and seconded to approve the submission of the Application for Continued Funding of Early Head Start Child Care Partnerships with Resolution. Carried by unanimous vote. (Plane/Hogan).

e. Head Start Facility / Program Update – Yolanda Gonzales, Director of Head Start / State Child Development and Jerry Meade, Program Design and Management Administrator – **Info Item**

Yolanda Gonzales provided the Board with an update regarding Head Start Center closures as a result of the non-renewal of leases with Bakersfield City School District (BCSD). Staff has identified contingencies to ensure the program can continue to meet full enrollment. The Office of Head Start (OHS) has been involved with discussions and has provided guidance to CAPK to submit a one-time emergency funding request to provide additional classrooms. There are opportunities for classroom expansions at four of CAPK owned facilities and CAPK's broker continues to search for facilities to support 60 of the displaced slots. Other agencies have reached out to CAPK and staff is currently reviewing those offers. Staff is also looking at a large center on Jewett Avenue and is feeling confident that we will have a home for all children, while improving facilities. OHS has allowed us to offer double session in order to serve the children per the DRS.

Curtis Floyd requested a monthly update.

f. Additional Position Under Head Start / State Child Development – Yolanda Gonzales, Director of Head Start / State Child Development – ***Action Item***

Yolanda Gonzales reported additional help is needed to support the Manager of Compliance, which is an ongoing process. Marian Panos said staff has an extremely efficient monitoring system and is necessary to ensure overall compliance.

Motion was made and seconded to approve the Additional Position Under Head Start / State Child Development. Carried by unanimous vote. (Plane/Vigil).

g. Additional Position Under Executive Division – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented on behalf of Pritika Ram, Director of Administration, and stated that the request is for a Receptionist position at the 19th Street Building and remodel of the front office area. Funding for the position will be split between the programs, and a revision to the CSBG budget will be necessary.

Motion was made and seconded to approve the Additional Position Under Executive Division and front office remodel at the 19th Street office. Carried by unanimous vote. (Peterson/Perez).

h. Resolution to Approve Submission of the CSBG Discretionary Contract #19F-4417 – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster reported that the State of California Department of Community Services and Development (CSD) has offered 2019 discretionary funding in the amount of $30,000 to be used for targeted initiatives intended to support new poverty reduction programs, the expansion or enhancement of direct service programs, and/or capacity building. Staff is proposing the funds be applied towards contract / consultant services to assist in the assessment and selection of a Customer Relations Management (CRM) cloud-based platform. The CRM efforts are directly tied to the Agency's Strategic Goals 2016-2021, specifically Goal 1 and Goal 2.

Staff recommends Board approval, with resolution, for the CSBG Discretionary Contract #19F-4417, which authorizes Jeremy T. Tobias, Chief Executive Officer, to execute the contract.

Motion was made and seconded to approve with resolution, the submittal of the CSBG Discretionary Contract #19F-4417, and authorizes Jeremy T. Tobias, Chief Executive Officer, to execute the contract. Carried by unanimous vote. (Plane/Panos)

VII. <u>Committee Reports</u>

a. PRE Committee Report – Ralph Martinez, Director of Community Development – ***Action Item***
   i. Minutes of the April 10, 2019 Committee Meeting
   ii. Energy Program Presentation

iii. March 2019 Program & Division Reports
iv. Application Status Reports and Funding Requests
v. Organizational Standards Update
vi. March 2019 Head Start / State Child Development Enrollment Update and Meals Report

Ralph Martinez reported the Committee met on April 10, 2019. All agenda items presented were approved.

Motion was made and seconded to approve the PRE Committee Report. Carried by unanimous vote. (Hogan/Ochoa).

b. Audit & Pension Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***

i. Tracy Webster reported that the Audit & Pension Committee did not meet due to lack of quorum. All agenda items below will be presented for approval by the full Board.
ii. Brown Armstrong Scope of Audit for Year Ended February 28, 2019
iii. 1st Quarter 2019 Pension Plan Update
iv. CSD Monitoring Report E-18-003
v. California Department of Public Health Program Monitoring Visit of the WIC Program from December 3-6, 2018
vi. WIC Single Audit Report Review for Fiscal Year 2017

Tracy Webster reported that the Audit & Penson Committee did not meet quorum for the scheduled meeting on April 11th. Staff from Brown Armstrong was scheduled to present the scope of the audit for the upcoming year (a copy of their presentation is included in the agenda packet). The scope is consistent with past audits and auditors are scheduled to be onsite during weeks of May 13th and May 20th, and back again the week of July 15 to audit the pension plans.

Tracy noted that the quarterly presentation from the Standard is included in agenda packet. Also included is the CSD Monitoring Report E-18-003 for the 2018 LIHEAP and 2017 DOE WAP contracts, the California Department of Public Health Program Monitoring Visit (PMV) for the WIC program that identified corrective action, and a copy of the approved corrective action plan.

Motion was made and seconded to approve all items from the Audit & Pension Committee. Carried by unanimous vote. (Peterson/Vigil).

c. Budget & Finance Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***

i. Minutes from the April 17, 2019 Committee Meeting
ii. Application Status Report for March 2019, and Funding Requests
iii. Head Start and Early Head Start Budget to Actual Reports
iv. DOE Contract Amendment with Resolution
v. Energy Department Budget Revision
vi. Discretionary Fund Update
vii. Financial Statements for March 2019

Tracy Webster reported that the Budget & Finance Committee met on April 17, 2019 and all four action items were approved.

For the Discretionary Fund, Tracy reported that staff is still recording activities for the month of February, but the fund balance has increased by $50,297 at the end of the 2018-2019 budget year, which represents a 10.5% increase for the year.

The Finance Division has hired a Controller, who's start date is April 29, and Tracy announced that the Payroll staff is now reporting to the Finance Division.

The excess Indirect Fund balance was $736,963 at the end of February, which represents 480% over budget. All expense and revenue items are still being recorded so the final outcome will be reported at a later date.

Warren Peterson complimented Tracy for building staff and for completing deadlines on time and with accuracy.

Motion was made and seconded to approve the Budget & Finance Committee Report. Carried by unanimous vote (Plane/Vigil)

a. Executive Committee Report – Jeremy Tobias, Chief Executive Officer – ***Action Item***
   i. Minutes from the April 12, 2019 Executive Committee Meeting
   ii. Review and Adoption of Goals & Priorities for Current Year 2019
   iii. Planning and Scheduling of a Board Retreat
   iv. Closed Session Report

Jeremy Tobias reported that the Executive Committee met on April 12th to review and prioritize the goals for 2019 and stated that no significant changes were made but referred the Board to the minutes for a complete status update. Jeremy also announced that plans are underway for a one-day Board Retreat, with the proposed date of Saturday, June 8. A poll is underway to determine availability and the location will be announced at a later date, however, per the Brown Act, the location must be within the boundaries of Kern County.

Jeremy also reported that the Committee entered into Closed Session to provide an update regarding potential litigation items and no action was taken.

Motion was made and seconded to approve the Executive Committee Report. Carried by unanimous vote (Ochoa/Hogan)

VIII. <u>Advisory Board Reports</u>

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative - ***Action Item***
   i. April 2019 Policy Council Report
   ii. March 26, 2019 Meeting Minutes

Nila Hogan provided the Policy Council report for April 2019 and provided highlights from the March 26, 2019 meeting minutes.

Motion was made and seconded to approve the Head Start Policy Council Report. Carried by unanimous vote. (Childress/Mullings).

b. Friendship House Advisory Board Report – Ralph Martinez, Director of Community Development – ***Action Item***

Ralph Martinez reported that Friendship House management and staff attended Annual Leaders of Life conference. The Advisory Board decided to contribute $5,000 to support STEM program, and will host a STEM Showcase event at the end of summer. Donors will be invited in attempt to increase funding for the program. Lois Hannible and Fuchsia Ward and Dee Slater met with the wife of Congressman T.J. Cox at Friendship House and the meeting was very positive. Ralph also reported that the Library of Congress has surplus books to donate to both youth centers.

Motion was made and seconded to approve the Friendship House Advisory Board Report. Carried by unanimous vote. (Ochoa/Vigil).

IX. <u>Chief Executive Officer's Report</u> – Jeremy Tobias, Chief Executive Officer – Verbal Report - ***Action Item***

a. Staff and Board debriefing on CAP Immigration Summit held in El Paso, TX from April 3-5, 2019.

Jeremy Tobias reported that two staff and two Board Members attended the CAP Immigration Summit in El Paso, TX and invited them to share their comments at the end of the meeting.

Jeremy Tobias asked James Burger, Outreach & Advocacy Coordinator, to make an announcement about the upcoming Awards Banquet on May 9th. James said tickets and additional information is available on the CAPK website and provided the names of the honorees being recognized.

Motion was made and seconded to approve the Chief Executive Officer's Report. Carried by unanimous vote. (Plane/Ochoa).

X. **Board Member Comments**

Curtis Floyd asked Board Members to read materials in advance, and presenters to keep the information brief.

Lupe provided a written summary about the CAP National Immigration Summit that she, Ana Vigil, Ralph Martinez, and Sheila Shegos attended in El Paso, TX from April 3-5. The summit was well attended by CAP agencies from across the U.S., and Lupe noted that the CAP Promise was provided in English and Spanish.

Ana Vigil said the Immigration Summit was very emotional. When children are being separated, small children, separated for more than a year, and they do not recognize them anymore. A lot of children are born here but the parents migrated here. Parents are unable to help with application. Bring application help to youth centers.

Sheila Shegos said that area in El Paso is very peaceful and reported that 1,000 immigrants were allowed into the U.S. during the time they were there. Immigrants are fleeing persecution, and family members are being killed. El Paso community was very welcoming to immigrants and it was very powerful to witness.

Yolanda Ochoa responded to Curtis Floyd's comment and reminded the Board that the members have a commitment, and should not rush staff presentations. Curtis responded that he does not want information regurgitated, employees should provide only a summary to allow time for the Board to ask questions.

XI. **Closed Session**

XII. **Closed Session Report**

XIII. **Next Scheduled Meeting**

Board of Directors Meeting
Wednesday, May 29, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. **Adjournment**

The meeting adjourned at 1:40 pm.

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Board of Directors

Smagana

From: Susana Magana, MCAP Program Manager

Date: May 29, 2019

Subject: *Agenda Item VI(a):* Presentation of the Migrant Childcare Alternative Payment Program FY 2018-2019 Program Annual Report (PSE) – **Info Item**

The Migrant Childcare Alternative Payment Program (MCAP) provides childcare services to migrant agriculturally working families through six entry counties (Kern, Kings, Tulare, Fresno, Madera, and Merced). This contract provides subsidies to eligible parents, so that they can afford access to childcare.

The program is required by the California Department of Education (CDE) and Early Learning and Support Division to complete and submit a Program Self Evaluation (PSE) every year. The PSE for Fiscal Year 2018-19 is due to CDE on Monday June 3, 2019.

The PSE consists of evaluating the following components of the program:

I. **Involvement**: This component is not applicable to the Migrant Childcare Alternative Payment Program

II. **Governance and Administration**, which includes, family eligibility requirements; child need requirement verification; recording and reporting attendance; correct fee assessment; inventory records; alternative payment policies.

III. **Standards, Assessment and Accountability**, which includes, desired results, annual evaluation plan, and site licensure. The evaluation plan will not be required, since no systemic deficiencies were found during review. Desired results and site licensure components are not applicable to the Migrant Childcare Alternative Payment Program.

IV. **Staffing and Professional Development**: This component is not applicable to the Migrant Childcare Alternative Payment Program.

V. **Opportunity and Equal Educational Access** which includes, family selection; compliance and due process; and services responsive to family needs.

VI. **Teaching and Learning**. This component is not applicable to the Migrant Childcare Alternative Payment Program.

The program's self-assessment was conducted April 22nd to May 10th, 2019. The program management used the sampling method delineated in the October 2018 CDE Governance and Administration Unit Review Guide to determine a sample size to audit. The audit sample was selected from the July 2018, 801A report. The totals reported for this month were 239 families and 622 children. The sample included 33 children, which yield: 33 family files, *41 childcare provider files, 41 attendance & reimbursement records and corresponding documentation. Below is a summary of the audit results:

- 33 out of 33 family files were found in compliance in the area of family eligibility and need requirement. All files were well documented to support the family's authorization and the provider reimbursements.

- 41 out of 41 provider files were found in compliance

- 40 out of the 41 provider reimbursements were found in compliance. The total amount reviewed was $18,775.65
    - The provider reimbursement out of compliance was an over payment of $16.61; the incorrect Regional Market Rate (RMR) was used to calculate the reimbursement. Correction was processed in the month of April 2019.
    - **The fiscal error rate for this review was 0.001%**

There were 7 family file/clerical errors. These errors were human errors and not systemic errors. These family file errors did not impact the need and eligibility of the family, nor did they incur a fiscal error on the reimbursement.

The PSE also requires the program to conduct Parent and Provider surveys. The surveys focused on customer service. The MCAP staff truly understands the importance of providing excellent customer service and treating our program participants with the upmost dignity and respect. The surveys were completed at our 12 Parent / Provider meetings held in April and May of this year at the different program entry counties. A total of 136 providers and 142 families completed the survey.

A total of 142/142 or 100% of the family's rated the staff's overall customer service as *satisfied* or *very satisfied*. The provider survey results reflected similar results. A total of 133/136 or 98% rated the staff's overall customer service as *good* or *very good*. Our survey results validate that our program staff has a positive rapport with program participants and both families and providers are very satisfied with the customer service that the staff provides.

Attachment:
Fiscal Year 2018-19 CAPK Program Self-Evaluation-EESD4000

*There were 8 children selected in the sample that had 2 providers during the sample month; therefore, there were 41 provider files & 41 provider reimbursements reviewed.

Community Action Partnership of Kern

Memorandum

To: Board of Directors

From: Leslie Mitchell, Administrator of Education and Support Services

Date: May 29, 2019

Subject: *Agenda Item VI(b):* 2018-2019 State Child Development Program Self-Evaluation Annual Reports – ***Info Item***

The Head Start / State Child Development Division conducts an annual program self-evaluation of the California State Preschool Program (CSPP), California General Migrant Child Care (CMIG), and the California Center-Based Child Care (CCTR; infants and toddlers). The focus of the annual Program Self-Evaluation (PSE) is intended to focus on the educational content of the Desired Results system to inform teaching and program planning, which results in increased learning outcomes for our young children. The reports are attached for your review.

Attachments:
2018-2019 State Program Self-Evaluation Annual Reports
2018-2019 Spring Data Summary

ELCD 4000
Revised February 2019

Program Self-Evaluation
Fiscal Year 2018–19

1. **Contractor Legal Name** (Full Spelling of Legal Name required. Acronyms or site names not accepted):
   Community Action Partnership of Kern
2. **Four-Digit Vendor Number:**
   Y320
3. **Program Director Name** (as listed in the Child Development Management Information System [CDMIS]):
   Yolanda Gonzales Director of Head Start/State programs & Carmen Segovia Director of Health
4. **Program Director Phone Number:**
   6613365236
5. **Program Director Email:**
   ygonzale@capk.org and csegovia@capk.org
6. **Statement of Completion:**

   I certify that an annual plan has been developed and implemented for the Program Self-Evaluation (PSE) that includes the use of the Program Review Instrument (PRI), age appropriate Environment Rating Scales, Desired Results Parent Survey, Alternative Payment and/or Resource and Referral Parent Survey, and the Desired Results Development Profile for all applicable contract types, per *California Code of Regulations*, Title 5 (5 *CCR*), Section 18279. I also certify that all documents required as part of the PSE have been completed and are available for review and/or for submittal upon request.

   Program Review Instrument (https://www.cde.ca.gov/ta/cr/proginst201819.asp) **includes:**

   - [x] Desired Results Developmental Profile (PRI Item 8)
   - [x] Desired Results Parent Survey (Center-based Contracts, PRI Item 9)
   - [x] Parent Survey (Alternative Payment and/or Resource and Referral Contracts, PRI Item 9)
   - [x] Age Appropriate Environment Rating Scales (PRI Item 18)

7. **Signature of Program Director,** as listed in the CDMIS (Wet signature):
   Yolanda Gonzales   Carmen Segovia
8. **Date of Signature:**
   05/20/19
9. **Name and Title of contact person completing the PSE:**
   Leslie Mitchell Administrator of Education & Susana Magana Migrant Program Manager
10. **Contact Person Telephone number:**
    (661)336-5236
11. **Contact Person Email Address:**
    lmitchell@capk.org
12. **NOTE: See instructions for submission of the PSE.**

Summary of Program Self-Evaluation
Fiscal Year 2018–19

13. In accordance with Title 5 *California Code of Regulations* (5 *CCR*), Section 18279(b)(3), provide an assessment, in narrative format, summarizing the:

A) Staff and
B) Board member participation, in the PSE process.

Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.

CSPP, CCTR and CMIG

Teaching staff:
• Observe and collect anecdotal documentation, art samples, writings, and photo documentation.
• Document children's developmental progress by integrating it into the children's online portfolios.
• Complete Desired Results Developmental Profiles (DRDP 2015), analyze data, identify key findings, conduct Parent Conferences and plan effective teaching practices to improve children's learning outcomes.

Administrative Staff, Education Administrator, Education Coordinators, Mentor Coaches, Content Area Specialists, Program Managers, Site Supervisors and Teaching Staff:
• Analyze DRDP 2015 outcomes and data to determine areas in need of improvement.
• Analyze ECERS/ITERS results and review parent surveys.
• Continue to train Teaching Staff on the California Foundations, Frameworks, Head Start Early Learning Outcomes, Desired Results Developmental Profile and Summary of findings.
• Stay abreast of webinars, management bulletins and updated information regarding the self-assessment process.
Administrator of Education Support Services along with Education Coordinators provide training twice a year with data updates to the Administrative and Teaching staff.

Outcomes and Involvement:

Once data is obtained from each assessment:
• Administrative staff documents and implements Summary of Findings and Program Action Plan.
• Site Supervisors and Teaching Staff acquire data by site and classroom and maintain an updated Summary of Findings and complete it with follow up.
• Summary of Findings and Action Plans are posted in each classroom's School Readiness Board.
• Parent Conferences are planned and conducted with each family three times a year.
• A Child Summary Report is sent to each family at the end of the school year.
• Results are presented to the Head Start Director and Administration, Executive Director, Board of Directors, Parent Group (Policy Council), teaching staff and families.

PSE CMAP Program Summary

Using a narrative format, summarize the staff and board member participation in the PSE process: This form can be expanded and is not limited to a single page.

The Program Manager- Susana Magana, the Family Services Coordinator- Maria Verduzco and the Subsidized Reimbursement Coordinator- Walter Villa, met to plan the PSE process. All program personnel were involved in the process at various levels. The sample of program families from the service month of July 2018 was selected by the Program Manager using the sample selection method delineated in the GAU Review Guide. Once the sample was selected it was distributed to staff in order to pull the selected family and provider files. Staff printed case notes from the NOHO database to update the physical file and they conducted a file self-review using the corresponding audit tool prior to submitting to the coordinators. The Family Services Coordinator audited the family files and the Subsidized Reimbursement Coordinator audited the correlating provider files and reimbursements for the selected month. The narrative in this report was completed by the Program Manager, after thoroughly reviewing the results of the audit with the two program coordinators. The final summary of findings was reviewed with the Program Director-Carmen Segovia and will also be presented at the CAPK Board of Director's meeting on May 29, 2019 to provide Board members the opportunity to ask questions about the PSE review and the Program.

14. In accordance with 5 *CCR*, Section 18279(b)(5), provide a summary of the program areas that:

A) Did not meet standards and
B) A list of tasks needed to improve those areas.

Summary is to include all contract types for your agency. Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.

In accordance with 5 CCR, Section 18279(b)(5), all areas are met.

CMAP

The program review was conducted April 22nd through May 10th, 2019. The sample included 33 children, 33 family files, 41 provider files and 41 reimbursements from the following counties: Kern, Fresno, Imperial, Kings, Madera, Monterey, Riverside, Santa Barbara, Tulare, Ventura & Yolo. Eight children had 2 providers during the sample month. All family and provider files were found in compliance.

The family file audit did identify 7 file errors. Five of those errors were mathematical errors in the 12-month migrant income calculation. The income calculation errors did not affect the family's eligibility, as the income calculation was within correct eligibility income bracket. The two other errors were administrative errors in which the NOA didn't allow the 19 days of mailing time prior to the effective date of the action. These errors were found to be human errors and not systemic errors. The errors have been thoroughly reviewed with staff. The provider file audit yield 0 errors. A total of $18,775.65 was reimbursed in the selected sample and one error of $16.61 over payment in a provider reimbursement was identified. The error consisted of the wrong RMR rate used to process a prorated monthly reimbursement. A correction to the reimbursement was processed in April 2019 to correct this finding. The reimbursement coordinator verified that the correct RMR rate was used in the prior months and the subsequent months, which supports that this was simply a human error. The program review yields a .001% fiscal error rate for this review.

15. In accordance with 5 *CCR*, Section 18279(b)(6), provide a summary of program areas that:

A) Met standards and
B) Explains the procedures for ongoing monitoring to ensure that those areas continue to meet standards.

Summary is to include all contract types for your agency. Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.

The self-evaluation process for the State Preschool Program began in the month of July 2018 and ended in the month of May 2019. To evaluate the quality of our program we used the Desired Results Developmental Profile 2015, Environmental Rating Scale and Parent Survey as tools to gather data to improve and continue with quality service. This process involves administrative staff, teaching staff and families.

The results of the Parent Surveys are as follows:

- 99% of Parents surveyed are satisfied with Interaction with other parents of their child's program.
- 99% of Parents surveyed are satisfied with Cultural Activities of their child's program.

Staff will encourage parents to participate in the family engagement activities, Policy council, monthly parent cafés, read newsletters provided, get involved in the lesson planning and review school readiness goals along with effective parenting strategies.

Desired topic with information related to the child's care and development:

- 8% of Parents surveyed asked for more information on how to find other services in the community.

In the area regarding Parent Surveys:
- Staff will provide parents with monthly newsletters.
- Staff will empower parents by teaching them that they are their child's first teacher and encourage them to attend the following parent involvement activities: Family Engagement activities, Parent cafés, Advisory committees, School Readiness Sub-Committee meetings, Policy Council and Regional Parent Committee meetings.
- Staff will attend Community Cluster meetings and bring the information back to the monthly parent cafés.
- Volunteer in the classroom.
- Provide input on weekly lesson plans.

CMAP

Family and Provider Survey results:

The CMAP program conducted customer satisfaction surveys at this year's parent and provider meetings held in the months of April 2019 and May 2019. Both the family and provider surveys yield an extremely high customer service satisfaction rate. 98% of providers marked *good or very good* as the overall satisfaction ratings and 100% of the family surveys yield a *satisfied or very satisfied* overall customer service rating. For the upcoming FY 19-20, program staff will continue conduct technical assistance calls and visits, as needed. We will continue to conduct parent and provider meetings in all entry counties and will strive to conduct meeting in the other service counties, to continue to provide excellent customer service to all program participants.

The following dates reflect our 2018-2019 ITERS/ECERS Assessment Timeline:

- Fall 2018
- Spring 2019

The results of the ECERS findings are as follows:
ITERS:
Overall Average: 6.3
ECERS:
Overall Average: 6.1

The following dates reflect our 2018-2019 DRDP 2015 Assessment Timeline:

- Fall: July-September
- Winter: September-December
- Spring: December-March

ECERS and Parent Surveys were also implemented during this assessment period.
Note: Parents and teaching staff are involved in the observational process of the assessment.
The results of the DRDP 2015 end of the year data are as follows:
The following graphs depict the percentage of children in the top developmental levels in each domain:

Infants and Toddlers:

Approaches to Learning	Social and Emotional Development	Language Literacy	Cognition	Physical Development Health
Goal 70-80% Outcome 85.0%	Goal 70-80% Outcome 86.1%	Goal 60-80% Outcome 84.5%	Goal 70-80% Outcome 83.0%	Goal 60-80% Outcome 89.8%

Preschool Children:

Approaches to Learning	Social and Emotional Development	Language Literacy	English Language Development	Cognition	Physical Development Health
Goal 80% Outcome 94%	Goal 80% Outcome 94%	Goal 80% Outcome 93%	Goal 70-75% Outcome 90%	Goal 80% Outcome94%	Goal 60-80% Outcome 96%

Action Steps:

The Education Team will work, research and train on five integral elements of quality teaching and learning by encouraging teachers and caregivers to:

- Continue to implement the Creative Curriculum Preschool System and Fidelity.
- Provide a climate of caring and respect in their classrooms that promotes nurturing relationships.
- Provide a learning environment that promotes play as a context for learning.
- Ensure that teachers are integrating learning in play.
- Continue to partner with families about their children's learning and development; and to share ideas about how to support learning both at school and at home.
- Create a climate of respect for each child's culture and to support each child's use of their home language.
- Ensure that teachers are intentional and purposeful in their planning to enhance children's learning experiences.
- Continue to observe, document and assess children's skills.
- Ensure that teachers offer learning experiences that are meaningful and unique to each child's developmental level.

The Education Team and Mentor Coaches:
Will work on researching and implementing sensitive and appropriate guidance and strategies according to our agency, center, and classroom data to train and implement goals for:

- Teachers to scaffold children by building, using, and comprehending increasingly complex and varied vocabulary.
- Teachers to provide and plan daily activities in which children will use and comprehend oral language for conversation and communication.
- Teachers to help children identify and discriminate the sounds within words, as separate from the world itself.
- Teachers, using Practice Based Coaching to create individualized on-site training based on needs of teachers and data derived from assessments.
- Teachers will help children use math and science regularly and in everyday routines to count, compare, relate, identify patterns, cause, and effect, observe and investigate, and gain knowledge of the natural world.
- Teachers will encourage children to use observations, ask questions, make predictions and develop a hypothesis to gain a better understanding of information and activities around their surroundings.
- Teachers will help children to use their skill in remembering information and being aware of their thinking.
- Teachers will use Creative Curriculum to fidelity.
- Mentor Coaches will continue to work on researching and implementing sensitive and appropriate guidance and strategies according to our agency, center, and classroom data to train and implement appropriate teaching practices.

CMAP

Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards.

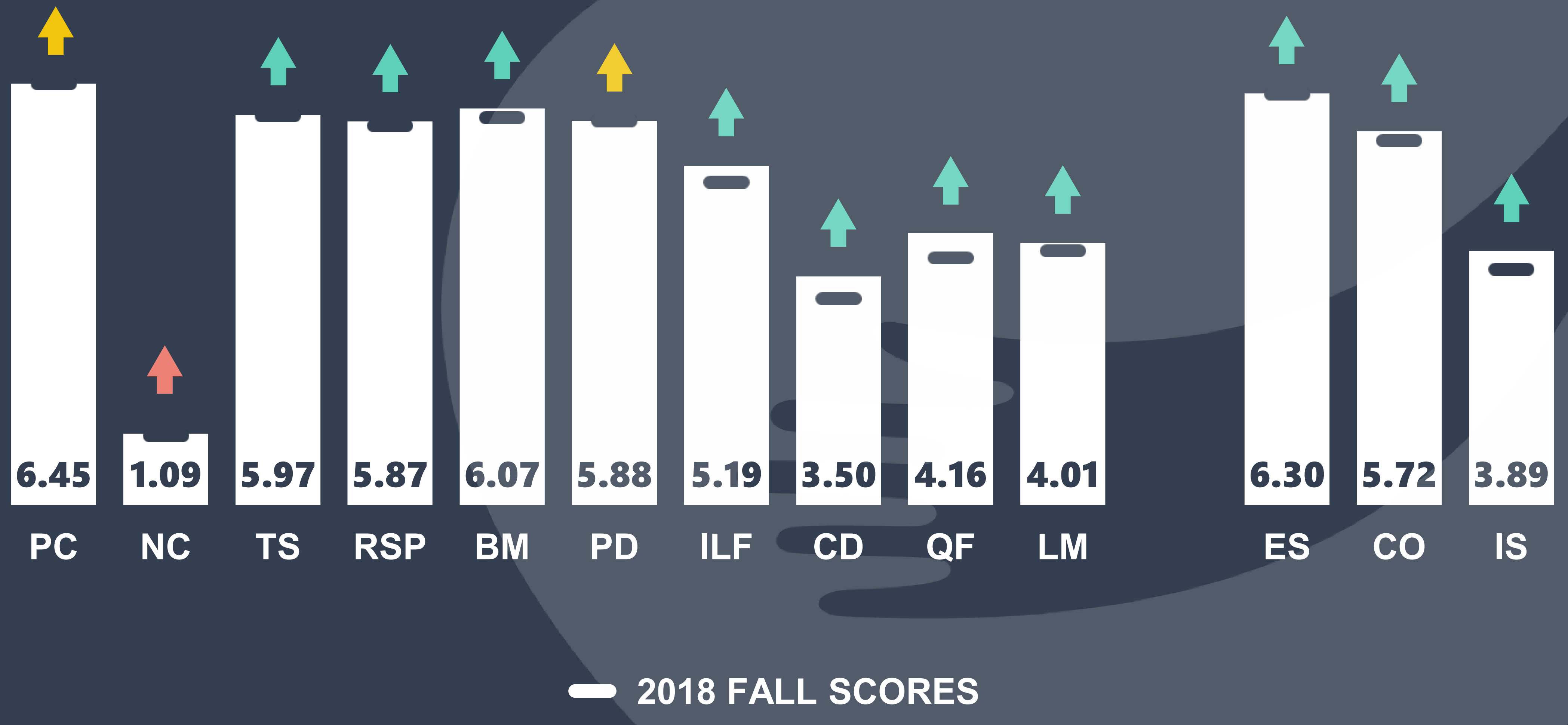
The CMAP program was found to have met the standards in EES 02-Family Eligibility Requirement, EES 03-Child Need Requirement Verification, EES 04-Recording & Reporting Attendance, EES 05-Correct Fee Assessed, EES 06- Inventory Records, EES 07- Alternative Payment Policies, EES 09-Annual Evaluation Plan, EES 14-Family Selection and EES 15-Compliance with Due Process; which are all the standards pertaining to the CMAP program.

The CMAP program will continue to ensure that all files all well documented to support the compliance of family selection, family's eligibility, need, fee assessment and compliance with due process. The family services specialists and the subsidized reimbursement specialists will continue to conduct file self-reviews every month using the corresponding audit tools. The coordinators will also conduct monthly file audits and provide technical assistance to staff based on their findings. The recording and reporting attendance will continue to be monitored during the reimbursement process. Reimbursement staff will review the Attendance Logs and will continue to conduct announced and unannounced provider visits to ensure that children are using care broadly consistent to their authorization. During this fiscal year the program manager updated program policies to align with the 12-month eligibility regulation changes. On March 13, 2019 the CMAP Parent and Provider Handbook was presented to the Program Review & Evaluation Committee and it was approved by the full Board on March 27, 2019. The program manager will be conducting a physical inventory this upcoming fiscal year and identify obsolete inventory items that need to be disposed of to update the program's EESD 8604 form. Once items are identified, the program manager will request approval for disposal, but will keep items listed on the inventory list until the next physical review in 2021.

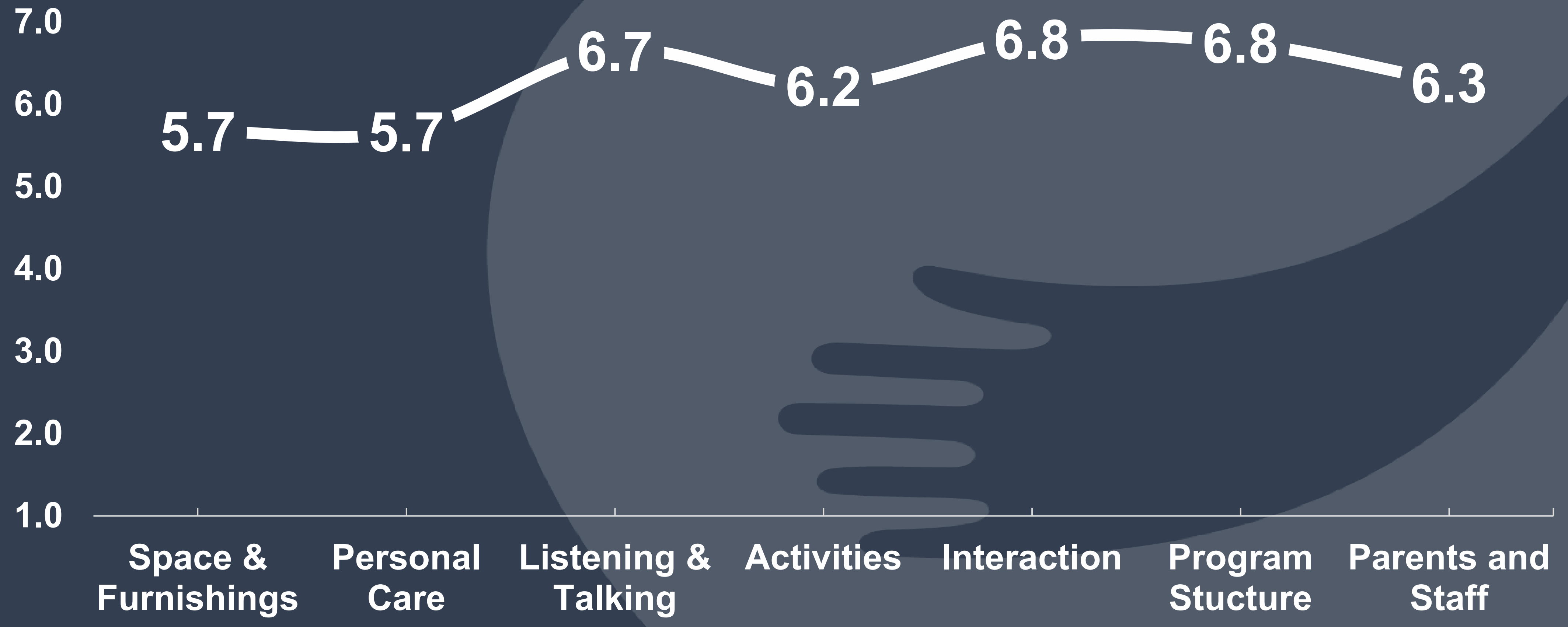
Current Data Trends

Head Start & State Child Development

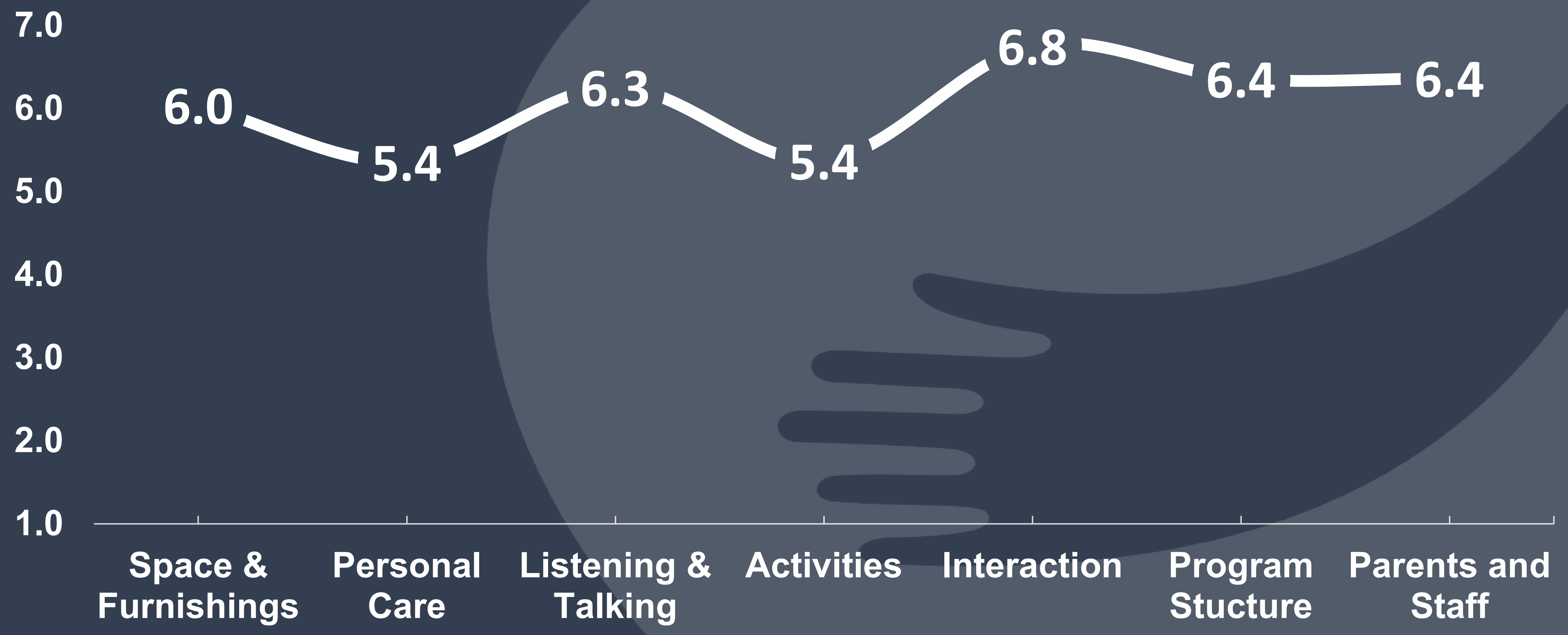
SPRING 2019 CLASS ~ PRE-K



SPRING 2019 - ITERS

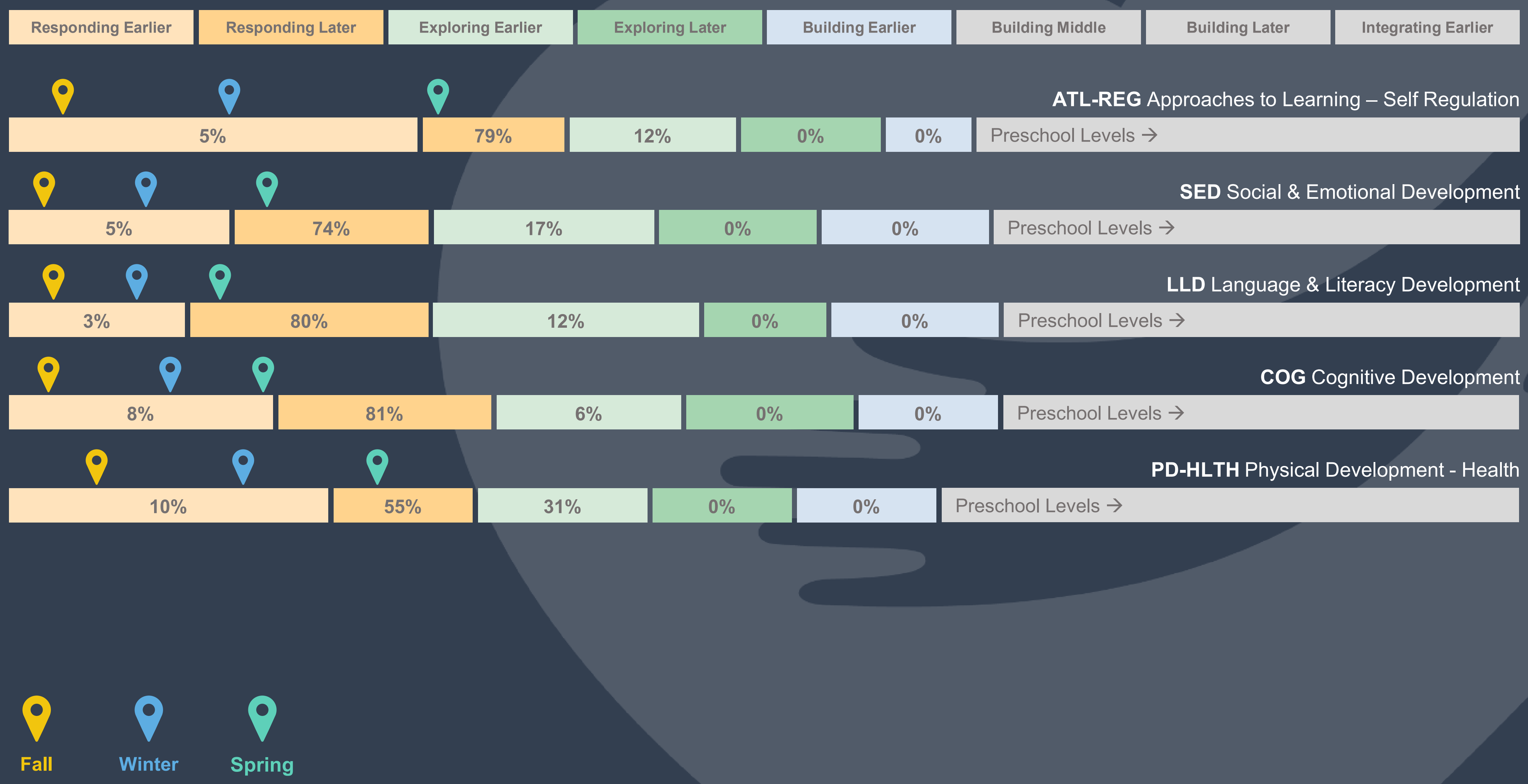


SPRING 2019 - ECERS

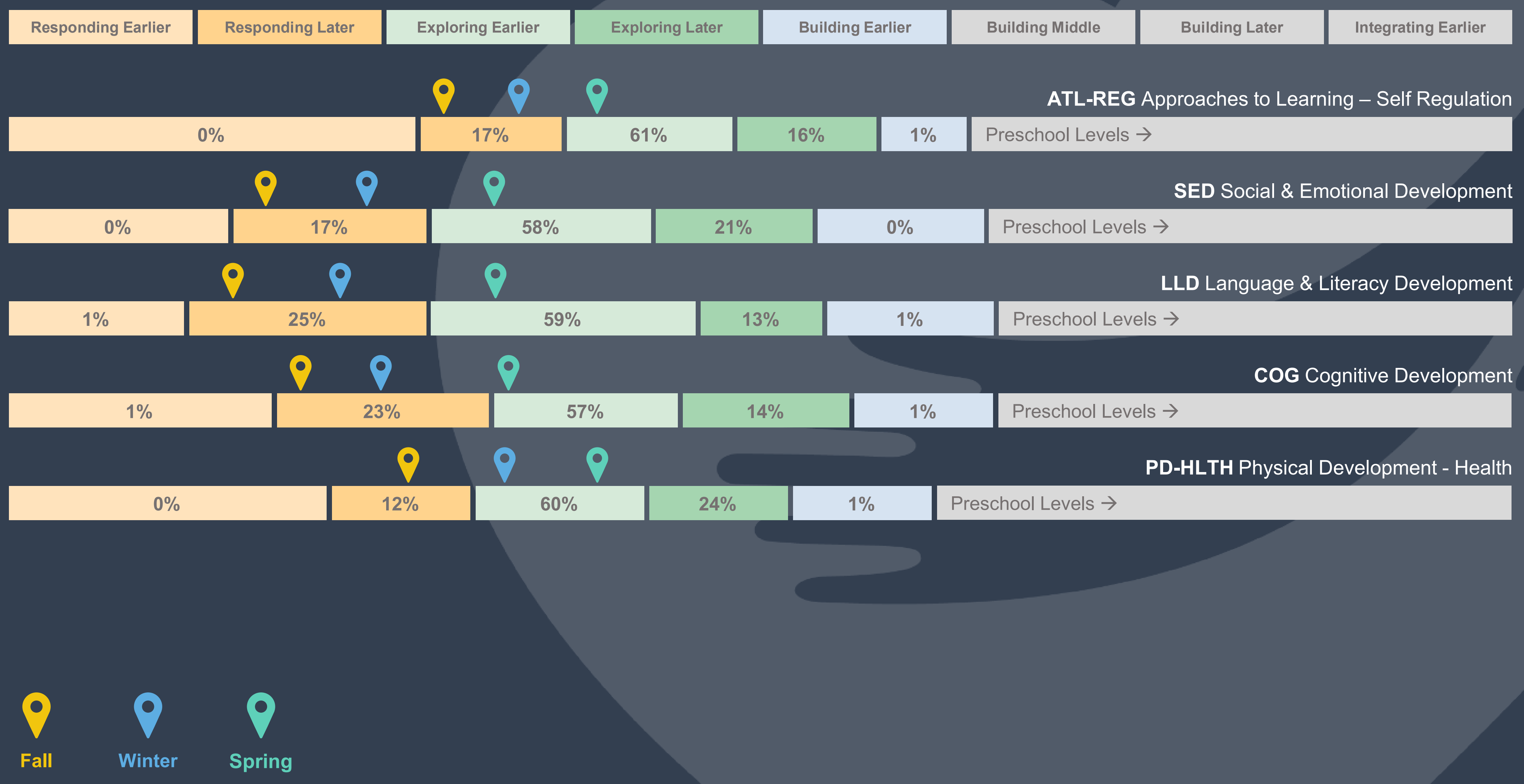


SPRING 2019
DRDP RESULTS

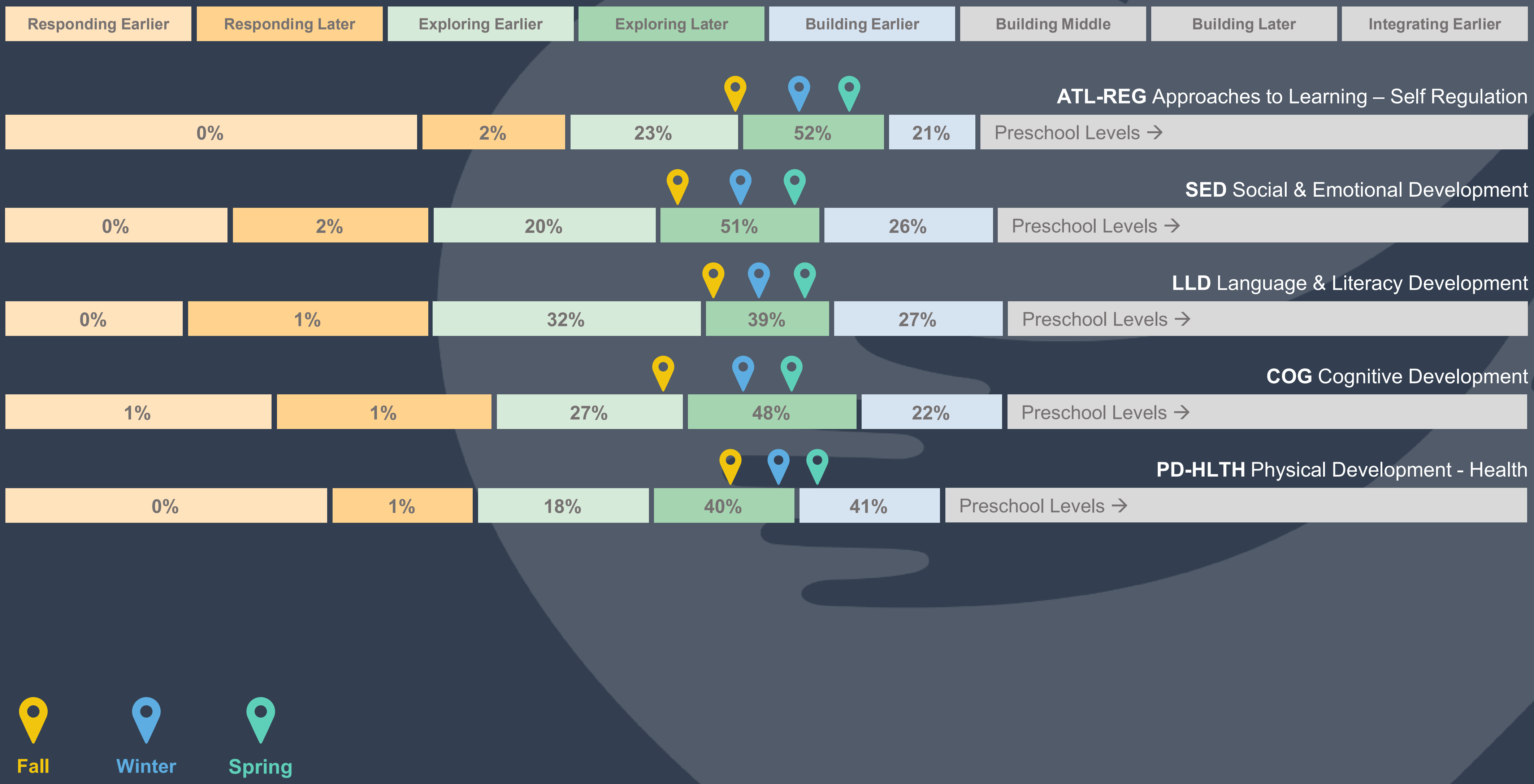
YOUNG INFANTS



OLDER INFANTS

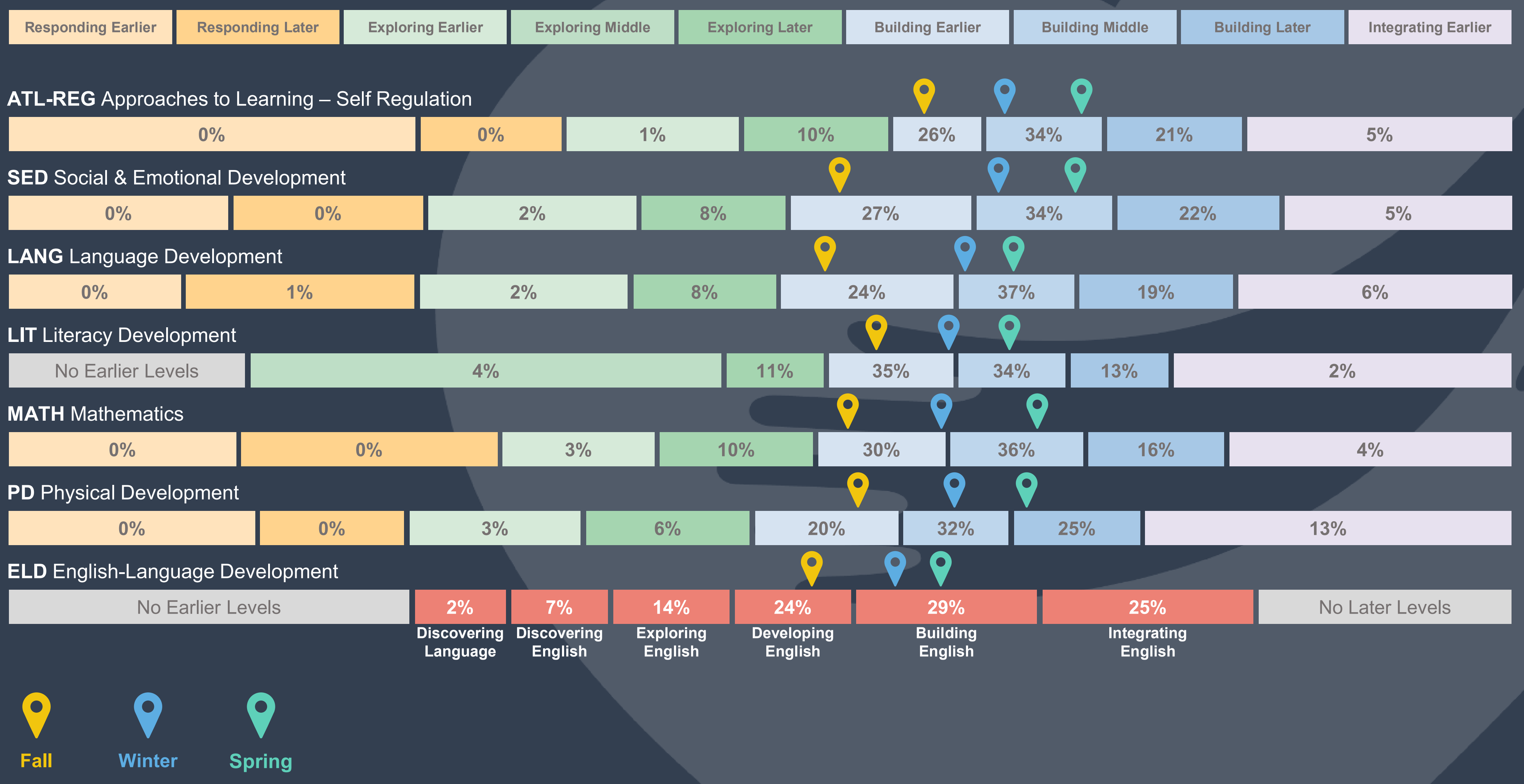


TODDLERS



Responding Earlier
Responding Later
Exploring Earlier
Exploring Later
Building Earlier
Building Middle
Building Later
Integrating Earlier
ATL-REG Approaches to Learning – Self Regulation
0%
2%
23%
52%
21%
Preschool Levels →
SED Social & Emotional Development
0%
2%
20%
51%
26%
Preschool Levels →
LLD Language & Literacy Development
0%
1%
32%
39%
27%
Preschool Levels →
COG Cognitive Development
1%
1%
27%
48%
22%
Preschool Levels →
PD-HLTH Physical Development - Health
0%
1%
18%
40%
41%
Preschool Levels →
Fall
Winter
Spring

3 YEARS OLD



Responding Earlier
Responding Later
Exploring Earlier
Exploring Middle
Exploring Later
Building Earlier
Building Middle
Building Later
Integrating Earlier
ATL-REG Approaches to Learning – Self Regulation
0% 0% 1% 10% 26% 34% 21% 5%
SED Social & Emotional Development
0% 0% 2% 8% 27% 34% 22% 5%
LANG Language Development
0% 1% 2% 8% 24% 37% 19% 6%
LIT Literacy Development
No Earlier Levels 4% 11% 35% 34% 13% 2%
MATH Mathematics
0% 0% 3% 10% 30% 36% 16% 4%
PD Physical Development
0% 0% 3% 6% 20% 32% 25% 13%
ELD English-Language Development
No Earlier Levels 2% 7% 14% 24% 29% 25% No Later Levels
Discovering Language
Discovering English
Exploring English
Developing English
Building English
Integrating English
Fall
Winter
Spring

4 YEARS OLD

	Responding Earlier	Responding Later	Exploring Earlier	Exploring Middle	Exploring Later	Building Earlier	Building Middle	Building Later	Integrating Earlier
ATL-REG Approaches to Learning – Self Regulation	0%	0%	0%	2%	8%	26%	42%	21%	
SED Social & Emotional Development	0%	0%	0%	2%	9%	24%	41%	24%	
LANG Language Development	0%	0%	0%	2%	8%	25%	37%	26%	
LIT Literacy Development	No Earlier Levels	1%	2%	12%	30%	37%	17%		
MATH Mathematics	0%	0%	0%	2%	9%	30%	39%	19%	
PD Physical Development	0%	0%	1%	1%	5%	16%	42%	34%	

ELD English-Language Development

	Discovering Language	Discovering English	Exploring English	Developing English	Building English	Integrating English	
No Earlier Levels	0%	2%	4%	14%	34%	48%	No Later Levels

Fall Winter Spring

PARENT SURVEY RESULTS

PROGRAM SATISFACTION

100%

CENTER ENVIRONMENT.

100%

STAFF/CHILD INTERACTIONS.

100%

BACKGROUND & EXPERIENCE OF STAFF.

100%

LANGUAGES SPOKEN BY STAFF.

100%

Learning & Development

PARENT SURVEY RESULTS

OPPORTUNITIES FOR IMPROVEMENT

1%

STAFF/ PARENT COMMUNICATION.

1%

CULTURAL ACTIVITIES.

1%

LOCATION OF PROGRAM.

EDUCATION & SUPPORT SERVICES

HEAD START & STATE CHILD DEVELOPMENT

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Ralph Martinez, Director of Community Development

Date: May 29, 2019

Subject: *Agenda Item VI(c):* 2020-2021 Community Action Plan - **Action Item**

The CAPK Community Development Division has completed the 2020-2021 Community Action Plan (CAP). The CAP serves as a two-year roadmap of how Community Services Block Grant (CSBG) eligible entities plan to deliver services by identifying agency areas of focus. The completion of the CAP and related activities demonstrates CAPK's compliance with Federal and State laws governing the use of CSBG funds and the agency's compliance with the Office of Community Services (OCS) implementation of the Organizational Standards.

Community Development staff used the following activities to identify community priority service needs:

- Asset mapping showing CAPK sites in relation to Kern County poverty;
- 2019 Community Needs Survey of CAPK clients, staff, volunteers, Board Members and community agencies/partners;
- Focus groups to further refine the Community Needs Survey results;
- Research and analysis of CAPK program data, US Census and other secondary data, community assessments, and reports; and
- CAPK's strategic plan, mission and vision, and scope of service.

Through this assesment process, the following top community needs and agency priorities were identified:

- Affordable Childcare
- Job Skills Training
- After School/Summer Recreation for Children and Youth
- Affordable/Quality Housing
- Youth Programs/Services
- Senior Programs/Services

The CAP was open for public comment from April 9, 2019 – April 24, 2019, including a public hearing held during the April 24, 2019 Board meeting, and provided to the CAPK Board of Directors for final review and feedback for the two week period, ending May 17, 2019. The CAP was also reviewed by other CAPK staff and administration.

Recommendation:

Staff recomends Board approval of the 2020-2021 Community Action Plan, for submission to CSBG by June 30, 2019.

Attachment:
2020-2021 CAPK Community Action Plan

2020-2021 Community Action Plan

Community Action Partnership of Kern

for

Community Services Block Grant

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Contents

Purpose

The Community Action Plan (CAP) serves as a two (2) year roadmap demonstrating how Community Services Block Grant (CSBG) agencies plan to deliver CSBG services. The CAP identifies and assesses poverty related needs and resources in the community and establishes a detailed plan, goals and priorities for delivering those services to individuals and families most affected by poverty. CSBG funds may be used to support activities that assist low-income families and individuals, homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families by removing obstacles and solving problems that block the achievement of self-sufficiency. Community Action Plans must comply with Organizational Standards and state and federal laws, as outlined below.

Compliance with CSBG Organizational Standards

As described in the Office of Community Services (OCS) Information Memorandum (IM) #138 dated January 26, 2015, CSBG agencies will comply with implementation of the Organizational Standards. CSD has identified the Organizational Standards that provide guidance for the development of a comprehensive Community Needs Assessment. The following is a list of Organizational Standards that will be met upon completion of the CAP and CNA. This section is informational only, and narrative responses are not required in this section. Agencies are encouraged to utilize this list as a resource when completing Organizational Standards annually (Appendix A).

State Assurances

As required by the CSBG Act, Public Law 105-285, states are required to submit a state plan as a condition to receive funding. Information provided in the CAP by agencies is included in California's State Plan. Alongside Organizational Standards, the state will be reporting on State Accountability Measures in order to ensure accountability and improve program performance. The following is a list of state assurances that will be met upon completion of the CAP. This section is informational only, and narrative responses are not required in this section (Appendix B).

Federal Assurances and Certification

Public Law 105-285, s. 676(b) establishes federal assurances agencies are to comply with. CSD, in its state plan submission, provides a narrative describing how the agencies in California will comply with the assurances. By completing and submitting this Community Action Plan, your agency certifies that it will comply with all Federal Assurances and any other laws, rules, and statutes in the performance of the activities funded through this grant. **(Federal Assurances can be found in the CSBG Act Section 676)**
The following is a list of federal assurances that will be met upon completion of the CAP. This section is informational only, and narrative responses are not required in this section (Appendix C).

2020/2021 Community Action Plan Checklist

The following is a check list of the components to be included in the CAP. The CAP is to be received by CSD no later than June 30, 2019:

☒ **Cover Page and Certification**
☒ **Vision Statement**
☒ **Mission Statement**
☒ **Tripartite Board of Directors**
☒ **Documentation of Public Hearing(s)**
☒ **Community Needs Assessment**
☒ **Community Needs Assessment Process**
☒ **Community Needs Assessment Results**
☒ **Service Delivery System**
☒ **Linkages and Funding Coordination**
☒ **Monitoring**
☒ **Data Analysis and Evaluation**
☒ **Appendices (Optional)**

COMMUNITY SERVICES BLOCK GRANT (CSBG)
2020/2021 Program Year Community Action Plan
Cover Page and Certification

Submission Date:

Agency Contact Person Regarding the Community Action Plan:

Name:	**Jeremy T. Tobias**
Title:	**Chief Executive Officer**
Phone:	**(661)336-5236 ext. 1138**
Email:	**jtobias@capk.org**

Certification of Community Action Plan and Assurances

The undersigned hereby certify that this agency complies with the Assurances and Requirements of this FFY 2020/2021 Community Action Plan (CAP) and the information in this CAP is correct and has been authorized by the governing body of this organization.

Curtis Floyd		5/29/19
Board Chair (printed name)	**Board Chair (signature)**	**Date**
Jeremy T. Tobias		5/29/19
Chief Executive Officer (printed name)	**Chief Executive Officer (signature)**	**Date**

Certification of ROMA Trainer

(If applicable)

The undersigned hereby certifies that this organization's Community Action plan and strategic plan document the continuous use of the full Results Oriented Management and Accountability (ROMA) cycle or comparable system (assessment, planning, implementation, achievement of results, and evaluation).

______________________	______________________	______________________
NCRT/NCRI (printed name)	**NCRT/NCRI (signature)**	**Date**

CSD Use Only:

Date CAP Received:	Date Accepted:	Accepted By:

Vision Statement

Provide your agency's Vision Statement below:

At Community Action Partnership of Kern, we envision a future where communities are economically stable centers of potential with abundant resources for all people

Mission Statement

Provide your agency's Mission Statement below:

Community Action Partnership of Kern shall ***provide*** *and* ***advocate*** *for resources that will* ***empower*** *members of the communities we serve* ***to be self-sufficient***

Tripartite Board of Directors

(Organizational Standards 5.1, 5.2, CSBG Act Section676(b)(10))

Section 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that *"fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities."*

1. Describe your agency's procedures for establishing adequate board representation under which a low-income individual(s), community organization, religious organizations, or representative of low-income individuals that considers its organization or low-income individuals to be inadequately represented on the board (or other mechanism) of the agency to petition for adequate representation. Please place emphasis on the *low-income individuals* on your board.
   (Organizational Standards 5.2, CSBG Act Section 676(b)(10))

CAPK is governed by an all-volunteer, 15-member tripartite Board of Directors. One-third of Board membership is required to include low- income residents or a representative, one-third representing the public sector, and one-third representing the private sector. A member of the Head Start Policy Council holds one of the five low-income Board seats. The remaining low-income representatives are recruited and selected through a democratic process of elections in four areas of the county, as defined by municipal district boundaries of the City of Bakersfield, East, North and South Kern. Potential Low-Income Board Member representatives must certify by signature that he/she meets board member eligibility requirements. Board applicants receive election rules and official petition forms. If there are open seats with no nominations submitted by the deadline, the Board of Directors has the option of appointing a representative for the District consistent with eligibility criteria. (Appendix 1, *CAPK BOD Roster*)**.**

2. Please describe how the individuals on your Advisory or Governing Board are involved in the decision-making process and participate in the development, planning, implementation and evaluation of programs funded under CSBG to meet the requirements listed above.
   (Organizational Standard 5.1)

CAPK's Board of Directors is actively engaged in short-and long-term goals, strategic planning, and sustainability for programs and the overall agency. Activities include administrative, programmatic and organizational ethics, and overall progress and success in achieving the Agency's mission and goals—designed to make an impact in ending poverty. The CAPK Board has formally adopted the: (1) Agency Vision/Mission, (2) Community Action Code of Ethics, and (3) Promise of Community Action. These are prominently displayed throughout the organization and Board Room and are integral to the agency's message to community members and partners driving day-to-day business operations.

The CAPK BOD was involved in the development of the current CAPK Strategic Plan 2016-2021 and many members are involved in strategic planning work groups. Members of the Board attend monthly meetings, and review and approve spending plans/budgets—including CSBG funding. The Audit & Pension and Budget & Finance Committees are comprised of Board Members assigned by the Board Chair.

Board members are knowledgeable about and actively involved in reviewing program and agency progress, performance, and results. Each month members receive, review, and approve monthly program/division progress reports. Reports include new/existing funding opportunities, challenges and successes. The Board is responsible to ensure the agency meets all legal and regulatory requirements and utilizes an effective committee structure to fully engage in all aspects of the organization's operations and strategic directions towards ending poverty and increasing client well-being and self-sufficiency. The agency systematically offers training for Board members on topics directly related to their duties to assure members are knowledgeable in carrying out their governance responsibilities.

Documentation of Public Hearing(s)

California Government Code 12747(b)-(d) requires all agencies to conduct a public hearing in conjunction with their CAP. In pursuant with this Article**, agencies must prepare and present the completed CAP for public review and comment.** The public hearing process must be documented to include how the hearing was advertised and all testimony presented by the low-income and identify whether the concerns expressed by that testimony are addressed in the CAP.

The agency shall conduct at least one public hearing and provide for a public comment period.

Note: Public hearing(s) shall not be held outside of the service area(s)

1. The agency has made (or will make) the plan available for review using the following process:

☒**Public Hearing**

Date: April 24, 2019

Location: CAPK Administration, 5005 Business Park North, Bakersfield, CA. 93309

☒**Public Comment Period**

Inclusive Dates for Comment April 9, 2019 – April 24, 2019

2. When and where was/will be the Public Hearing Notice(s) published or posted? List the dates and where below: (***See copy of published notice, Appendix 2***)

Date	Where (name of newspaper, website, or public place posted)
4/09/19	CAPK Website
4/09/19	Social Media
4/09/19	CAPK Administration Lobby
4/09/19	CAPK Programs
4/09/19	Email announcement and link to CAPK's website through the agency's Constant Contact's list of 2,335 people including CAPK staff, community partners/agencies, government officials, volunteers, and community members.
4/09/19	CAPK Website

***Submit a copy of published notice(s) with the CAP Application for documentation purposes.**

Community Needs Assessment

Public law 105-285 requires the state to secure from each agency, as a condition to receive funding, a CAP which includes a Community Needs Assessment (CNA) for the community served. Additionally, state law requires each CSBG agency to develop a CAP that assess poverty-related needs, available resources, feasible goals and strategies, and that yields program priorities consistent with standards of effectiveness established for the program (*California Government Code 12747(a)*).

As part of the CNA process, each organization will analyze both qualitative and quantitative data to provide a comprehensive "picture" of their service area. To assist the collection of quantitative data, CSD has provided a link to a dashboard with the latest Census data with easily available indicators at the county level.

https://public.tableau.com/profile/benjamin.yeager#!/vizhome/Cap_Assessment/CAPData

The link gives agencies access to the five-year American Community Survey (ACS) data for every county in the state. By clicking on a county, the user will have access to quantitative data such as the poverty rate, median income information, and unemployment rate.

Helpful Resources		
United States Census Bureau Poverty Data click here	**State of California Department of Justice** Statistics by City and County click here	**U.S. Department of Housing and Urban Development** Homelessness Assistance click here
Employment Development Department Unemployment Insurance Information by County **click here**	**California Department of Education** Facts about California Schools Using DataQuest click here	**California Department of Public Health** Statistical Data click here
Bureau of Labor Statistics Labor Data click here	**California Department of Finance** Various Projections/ Estimates click here	**Community Action Partnership** Community Action guide to develop a CNA click here
A Comprehensive Community Needs Assessment (CCNA) Tool Statistical Data to assist CNA development click here		

Community Needs Assessment Process

(Organizational Standards 1.1, 1.2, 1.3, 2.2, 3.2, 3.3, 3.4, 3.5)

The CNA captures the problems and conditions of poverty in the agency's service area based on objective, verifiable data and information gathered through various sources. Identified problems and conditions must be substantiated by corroboration through public forums, customer questionnaires, surveys, statistical data, evaluation studies, key informants, and/or other reliable sources. The CNA should be comprehensive and serve as the basis for the agency's goals, and program delivery strategies as reported on the CSBG Annual Report. The CNA should describe local poverty-related needs and be used to prioritize eligible activities offered to low-income community members over the next two (2) years.

Please indicate which combination of activities were used in completing the CNA, including when and how these activities occurred in the spaces below. If the activity was not used, please type N/A or Not Used.

Focus Groups	Five focus groups: 3/20/19 Lamont; 3/21/19 Southeast Bakersfield; 3/28 Central Bakersfield; 4/3/19 East Kern; 4/4/19 Shafter.
Asset Mapping	CAPK Sites and Poverty
Surveys	2019 Community Needs Surveys: 2/4/19-2/28/19 CAPK Clients; Community Agencies/Partners; and CAPK Staff, Board Members, and Volunteers.
Community Dialogue	N/A
Interviews	N/A
Public Records	Extensive research of Census and other secondary data, community assessments, and reports.

Date of most recent completed CNA: ___4/24/19_________________

Date CNA approved by Tripartite Board (most recent): ________5/29/19_____
(Organizational Standard 3.5.)

Your responses to the questions below should describe how the agency ensures that the CNA reflects the current priorities of the low-income population in the service area, beyond the legal requirements for a local public hearing of the CAP.

1. For each key sector of the community listed below, summarize the information gathered from each sector and how it was used to assess needs and resources during the needs assessment process (or other planning process throughout the year). These sectors should include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. (Organizational Standard 2.2)

Community-Based Organizations: Community-Based Organizations (CBO's) are essential to the mission of Community Action Partnership. CAPK works together with more than 1,500 CBO partners in Kern County to track referrals via 2-1-1, the Coordinated Homeless Entry Program, case management referral reports, and quality surveys at the program level. Many of these programs work together to share community-level data through software such as Efforts-to-Outcomes and Cerner. This data is used to drive CAPK's strategic planning process and community partnerships as well as to inform continuous quality improvement efforts.

Faith-based organizations: CAPK has many collaborations with faith-based organizations that provide valuable information to assist in identifying needs for low-income residents and families. For example, the CAPK Food Bank partners with approximately 110 food distribution sites throughout Kern County, many of which are faith-based organizations. Data collected from these partner sites, such as age, income, household size, disabled etc. assists CAPK in identifying high need areas for additional services/support.

Private sector: CAPK collects data in partnership with private companies through local grant programs and collects data to measure the impact of joint community projects. Recent efforts include working with companies such as Starbucks and Wells Fargo to measure the specific needs of at-risk youth through STEM (Science, Technology, Engineering, and Mathematics) Education, vocational training, and economic opportunities.

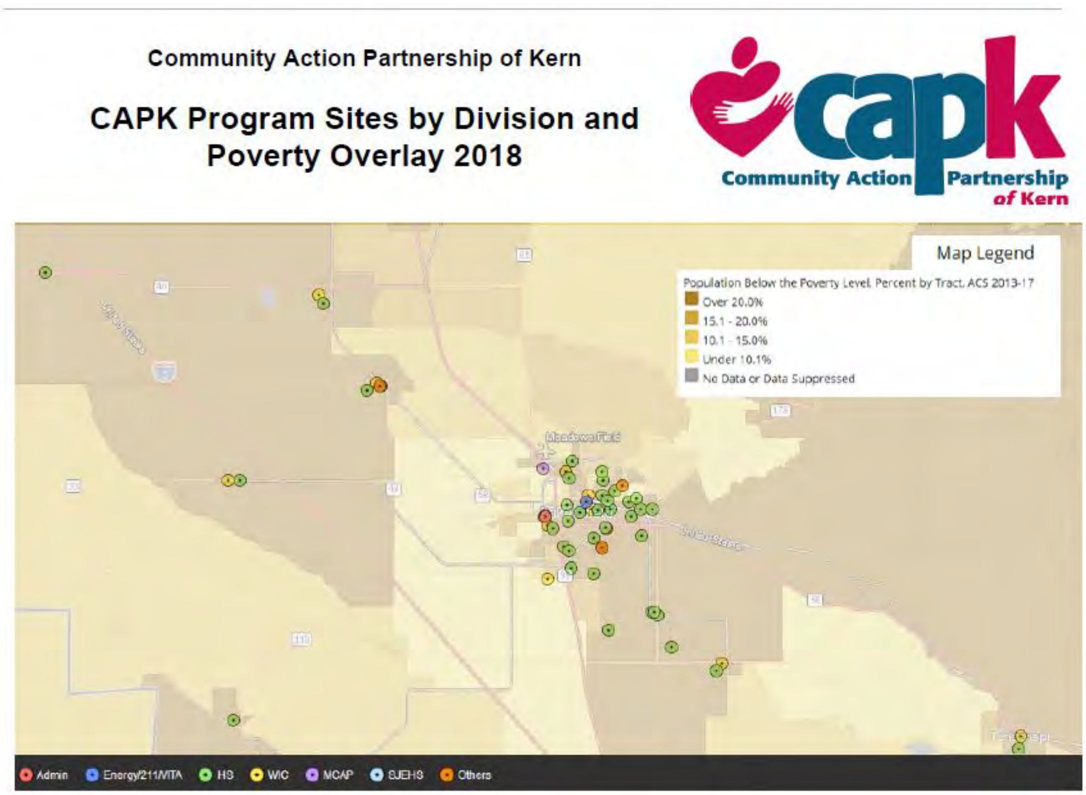
Public sector: Through data accountability and transparency, CAPK collects data through local partnerships of public stakeholders to address what the needs are of Kern County rural and urban communities as well as serve as a support to finding long term solutions to those needs. Recent efforts include OCAP funding to address the risk of child abuse, by financially empowering low income residents of East Kern through financial education and support, thereby empowering those families. Future collaborations will include addressing the acute housing crisis through CDBG and other funding including homelessness.

Educational institutions: CAPK has many partnerships with most of Kern County school districts including the Kern County Superintendent of Schools (KCSOS), CSUB and Bakersfield College. Through these collaborations, CAPK is able to identify high risk youths and their families who are in need of services and support. For example, referrals to CAPK's PREP Works program at both of the Agency's youth centers come from local school districts working in concert to keep youths off of the streets, in school and working on skills training while addressing their emotional and physical needs.

2. Describe the causes and conditions that contribute to poverty affecting the community in your service area. (Organizational Standard 3.4)

The major causes and conditions of poverty in Kern County can be clustered into four distinct areas:
1.) Behaviors of Individuals (such as crime and spending habits)
2.) Social Conditions (such as lack of living wage jobs, low educational attainment, and affordable housing)
3.) Exploitation (racism/discrimination, “predatory lending,” etc.)
4.) Political and Economic Structures (such as economic disparities, taxation patterns, and job loss).

The following map shows CAPK sites and Kern County Poverty.



Specific data and research findings are found in ***Appendix 3*** *Kern County Key Poverty Statistics*

3. Describe your agency’s approach or system for collecting, analyzing, and reporting customer satisfaction data to the governing board. (Organizational Standard 1.3)

As part of CAPK’s efforts of quality service delivery and continuous quality service improvement, the agency conducts annual surveys to measure the level of satisfaction of clients/customers, staff members, and partners and supporters. Satisfaction and other surveys are distributed at least annually in hardcopy and electronically, in both English and Spanish. Survey Monkey reports, as well as Excel and other program-related software, are used to analyze data. Final survey analysis is reported to CAPK's staff, leadership, Board of Directors, and the overall community in various ways and means. Detailed action plans are created for needed areas of improvement, (Appendix 4, *2016 Customer Satisfaction Analysis Summary*).

4. Describe how your agency collected and included current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for your service area. (Organizational Standard 3.2)

CAPK uses the US Census American Community Survey as the primary source for data specific to poverty and its prevalence related to gender, age, and race/ethnicity in Kern County. The data is compared to the demographics of clients served by the agency to assure that CAPK is reaching those in need of services. (Appendix 5, *Kern County Demographics and Poverty Data Tables*).

Other data sources used include: Healthy Kern Community Needs Assessment; Columbia University National Center for Children in Poverty; Economic Poverty Institute; Kidsdata.org; Kern County Network for Children; and The Pew Charitable Trust. The agency also uses program data collection to report (and address) poverty and its prevalence.

5. Briefly summarize the type of both qualitative and quantitative data collected and analyzed as part of the need assessment process. (Organizational Standard 3.3)

The CAPK 2019 Community Needs Assessment provides a review/analysis of the conditions of poverty as well as the specific needs of low-income residents and families in Kern County. CAPK uses a variety of activities to gather information, including:

- Collection of the prevalence of Kern County poverty and demographic data through the US Census and other national, state and local sources;
- Review of several county-level assessments, including First 5 of Kern County, United Way of Kern County, and Kern Food Policy Council's Food Systems Assessment;
- Data collection and reporting of CAPK programs;
- Surveys of agency Clients, Partners/Community Agencies, and CAPK Staff, Volunteers, and BOD; and,
- Conducting Community Needs Focus Groups.

6. Describe how the agency analyzes information collected from low-income individuals as part of the community needs assessment process. (Organizational Standard 1.1, 1.2)

   CAPK developed the 2019 Community Needs Survey to help identify needed program/services for low-income individuals and families in Kern County. CAPK conducted three separate surveys—CAPK clients, community partners/agencies, and CAPK staff, volunteers and Board Members.

   The 2019 Community Needs Survey was distributed/collected from February 4, 2019 – February 28, 2019. CAPK Client surveys were distributed in English and Spanish through CAPK's 10 direct service programs and face to face collection was conducted during CAPK Food Bank Distributions. The Partner/Community Agency and CAPK Staff, Volunteer and Board Member surveys were distributed electronically through constant contact email and links to CAPK's webpage, seven of CAPK's various program Facebook pages, and CAPK's Twitter, Instagram, and LinkedIn accounts (Appendix 6, *2019 Community Needs Survey, Distribution Plan*).

For 2019, there were 1,783 surveys collected, 90% (1,603) of which were from CAPK clients. Information collected through the surveys was used to help identify service/program needs for low-income people in Kern County. The Table below shows the survey results with the top five scores for each survey, highlighted in light blue.

Needed Services	All Combined	Clients	Partners & Community Agencies	CAPK Staff, Volunteers and Board Members
Adult Education	**2.17**	1.87	2.37	2.44
Affordable Childcare	**2.42**	2.19	2.76	2.73
Affordable Housing	**2.06**	2.25	1.32	2.75
After School/Summer Recreation	**2.34**	2.07	2.64	2.65
Anti-Gang/Violence	**2.01**	1.93	1.80	2.39
Building Credit	**2.08**	1.98	2.25	2.52
Business Start-up	**1.78**	1.70	1.90	2.01
Domestic Violence	**2.01**	1.89	1.83	2.57
Financial Education	**2.19**	1.89	2.53	2.57
Health Insurance	**2.27**	2.04	2.47	2.48
Health/Nutrition Education	**2.22**	1.89	2.54	2.51
Homeless Services	**2.04**	2.03	1.44	2.64
Immigration/Citizenship	**1.98**	1.76	1.85	2.32
Job Skills Training	**2.40**	2.09	2.78	2.74
Mental Health Treatment	**2.31**	1.93	2.88	2.63
Nutritious Food	**2.31**	2.00	2.58	2.53
Pre-School (Kindergarten readiness)	**2.16**	1.97	2.31	2.51
Senior Programs	**2.08**	1.71	2.31	2.41
Services/Program in Rural Areas	**2.03**	1.63	2.42	2.35
Substance Abuse Treatment	**2.29**	1.93	2.80	2.64
Teen Pregnancy Prevention	**2.18**	1.94	2.44	2.37
Transportation	**2.17**	1.93	2.36	2.52
Tutoring/Reading Assistance	**2.06**	1.85	2.32	2.36
Utility Assistance	**2.02**	2.05	1.68	2.61
Youth Employment	**2.17**	1.83	2.44	2.45
Youth leadership	**2.10**	1.81	2.47	2.44

The Agency conducted five focus groups in high need areas of the county. A total of 38 clients, community agencies and partners, agency staff, board members and volunteers, and the general community attended the groups. The information gathered through these events is used to help identify any special needs, specific to smaller communities. The next table shows the priority needs selected by each focus group. (Also see Appendix 7, *2019 Community Needs Survey and Focus Groups Summary Analysis*).

Rank	Central Bakersfield	East Kern	Lamont	Shafter	South East Bakersfield
1	Mental Health	Access	Affordable Housing	Adult Education	Affordable Housing
2	Affordable Housing	Affordable Housing	Homeless	Affordable Housing	Mental Health
3	Youth	Youth Programs	Substance Abuse	Affordable Childcare	Anti-Gang
4	Homeless	Homeless	Access	Seniors	Transportation
5	Seniors	Substance Abuse	Affordable Child Care	Business Start-up	Youth Employment

CAPK also uses data collected from programs to assess needs. For example, in 2018 CAPK served over 94,000 individuals of which 90% are families and 55% of which report having income from work alone or work and another source. This data indicates a high need for programs that are focused on working families such as affordable childcare and skills/education to increase earning potential.

The first three items in the **Priority Ranking Table** correspond with the three highest scores from the 2019 Community Needs Survey. The remaining four items had higher scores on the surveys and were also identified by the focus groups as needed service/programs needs for low-income people. All seven agency priorities are supported by research conducted through the U.S. Census data; community information and reports such as Head Start Community Assessment, kidsdata.org, Kern Food Policy Council, Kern County Network for Children, and many other sources; past CAPK Needs surveys; CAPK program data; and the CAPK's mission, scope of service, and strategic goals.

Community Needs Assessment Results

(Organizational Standard 3.4, 4.2, 4.3, CSBG Act Section 5.76(b)(12))

Utilize the table below to list the needs identified in your Community Needs Assessment. If additional space is needed, insert a new row.

Needs Table

Needs Identified	Integral to Agency Mission (Yes/No)	Currently Addressing (Yes/No)	Agency Priority (Yes/No)
Affordable Childcare	Yes	Yes	Yes
Affordable/Quality Housing	Yes	Yes	Yes
After School/Summer Recreation	Yes	Yes	Yes
Homelessness	Yes	Yes	Yes
Job Skills Training	Yes	Yes	Yes
Seniors	Yes	Yes	Yes
Youth	Yes	Yes	Yes

Needs Identified: list the needs identified in your most recent Needs Assessment.
Integral to Agency Mission: indicate yes/no if the identified need aligns with your agency mission.
Currently Addressing: indicate yes/no if your agency is already addressing the identified need.
Agency Priority: indicate yes/no if the identified need will be addressed either directly or indirectly.

For needs marked "no" in "Agency Priority", please describe how the gap was identified, (CNA, surveys, focus groups, etc.) and why the gap exists (Federal rules, state rules, lack of funding/resources, etc.) Explain how your agency plans to coordinate services and funding with other organizations to address these service gaps. Include how you ensure that funds are not used to duplicate services. If you will not be coordinating services to address the service gaps, please explain why.
(CSBG Act Section 676b(3)(B),(5), State Assurance 12760)

Refer to Needs Table. For needs marked "yes" in "Agency Priority", please stack rank according to priority, and complete the table below. If additional space is needed, insert a new row.

Priority Ranking Table

	Agency Priorities	Description of programs/services /activities	Community/Family & Individual	Indicator/Service Category (CNPI, FNPI, SRV)
1	Affordable Childcare	Head Start & Migrant Childcare Alternative Payment (MCAP)	Family	FNPI
2	Job Skills Training	PREP Works, Food Bank, CAPK Small Business initiative, & Head Start	Individual	SRV
3	After School/Summer Recreation	Friendship House Community Center & Shafter Youth Center	Family & Individual	FNPI, SRV
4	Affordable/Quality Housing	Kern County Affordable Housing Coalition	Community, Family & Individual	CNPI, FNPI, SRV
5	Homelessness	2-1-1 Kern Coordinated Entry	Community & Individual	CNPI, SRV
6	Youth Programs	Friendship House Community Center & Shafter Youth Center	Community, Family & Individual	CNPI, FNPI, SRV
7	Seniors	CAPK Food Bank Senior Food Program	Community, Family & Individual	CNPI, FNPI, SRV

Agency Priorities: Stack rank your agency priorities with the top priority ranking #1.
Description of programs/services/activities: Briefly describe the program, service or activity that your agency will directly provide to address the need. Identify the number of clients to be served or the number of units offered, including timeframes for each.
Community/Family & Individual: Identify if the need is community, or family/individual level.
Indicator/Service Category (CNPI, FNPI, SRV): Indicate which indicator or service will be reported in annual report.

Reporting Strategies Table

Utilize the table below to identify the reporting strategies for each Indicator/Service Category as identified in the Priority Ranking Table. If additional space is needed, insert a new row.

Indicator/Service Category (CNPI, FNPI, SRV)	Measurement Tool	Data Source, Collection Procedure, Personnel	Frequency of Data Collection and Reporting
Affordable Childcare	Enrollment, Software	Application, enrollment forms	Annual
Job Skills Training	Enrollments, Number completed	Enrollment Forms, Attendance Sheets	Annual
After School/Summer Recreation	Enrollments, Number completed	Enrollment Forms, Attendance Sheets	Annual
Affordable/Quality Housing	Number of houses available	Member Reports	Annual
Homelessness	211 Calls-Counts	211 Data Base	Annual
Youth Programs	Enrollments	Enrollment Forms, Attendance Sheets	Annual
Seniors	Number of Seniors Served	Applications, Sign-in Sheets	Annual

Indicator/Service Category: Refer to Indicator/Service Category in last column of the Priority Ranking Table.
Measurement Tool: Identify the type of tool used to collect or measure the outcome.
Data Source, Collection Procedure, Personnel: Describe the source of data, how it is collected, and staff assigned to the task(s). Be specific and provide detail for activity both internal and external to the agency.
Frequency of Data Collection and Reporting: Describe how often data is collected and reported internally and externally. Include documentation available.

Service Delivery System

(CSBG Act Section 676(b)(3)(A))

Describe the overall Service Delivery System for services provided with CSBG funds and describe your agency's services enhance and/or differ from those offered by other providers, i.e. bundled services– please include specific examples.

1. Please describe the agency's service delivery system. Include a description of your client intake process or system. Also specify whether services are delivered via direct services or subcontractors, or a combination of both.

CAPK touches every community throughout Kern County's 8,163 square miles of valleys, mountains, and deserts. The agency operates under a centralized administration system, located in Kern's major metropolitan city of Bakersfield. CAPK's 10 direct service programs provide an array of services, tailored to the needs of each community. For example, Kern is one of the world's top producers of agriculture, and CAPK's Migrant Childcare Alternative Payment (MCAP) program provides childcare vouchers for farm working families in mostly rural communities with high Hispanic populations. CAPK's Food Bank has over 110 partner pantry/commodity sites throughout Kern County, with an emphasis in areas that are food deserts and lack access to healthy and fresh foods.

Each of CAPK's programs has a different intake process. The agency is working towards a universal intake and data collection process and is currently researching software solutions that can be integrated with existing (often mandated by program contracts) intake and data collection programs.

The agency provides direct services, with added subcontracts, subrecipients, and partners through Memorandum of Understanding, as applicable and needed.

2. Please list your agency's programs/services/activities funded by CSBG, including a brief description, why these were chosen, how they relate to the CNA, and indicate the specific type of costs that CSBG dollars will support (examples: staff salary, program support, case mgmt., T/TA, etc.)

CSBG funds assist the agency in serving over 94,000 Kern County low-income individuals and families each year through administrative and direct program support including personnel; staff travel; office/space; general operating; program supplies and direct program services as follows:

Administration: CAPK operates under a centralized administrative structure. The agency's administrative branch includes Executive/Leadership, Administration, Finance, Human Resources, Operations, and Community Development, as well as leadership in the Health & Nutrition and Head Start Divisions. (*CAPK Management Organizational Chart* included as Appendix 8).

2-1-1 Kern-Information and Referral Help Line provides 24/7 community, social, and health referrals and information support to over 48,000 callers each year through its database of approximately 3,050 agencies. In 2019, 2-1-1 Kern became the coordinated entry point for Kern County Homeless services, providing assessment and referral for homeless providers and persons seeking homeless services in the County of Kern.

CAPK Food Bank distributes over 13 million pounds of food each year through 110 partner and commodity sites throughout Kern County. The program provides healthy foods to poverty level households; monthly food boxes to over 3,500 seniors on fixed incomes; and no-cost fresh produce farmers markets in Bakersfield and rural communities of Kern. In 2019, the rural communities of Wasco and Delano will benefit by the no-cost Fresh Produce Farmers Markets and added food demonstrations.

East Kern Family Resource Center (EKFRC) serves the desert region of east Kern that includes the communities of Mojave, Rosamond, California City, and Boron, all of which have high poverty and limited access to services. Located in Mojave, the EKFRC provides case management, wraparound services as well as general assistance to over 600 residents and families each year at high risk of child abuse and neglect. The center also offers parenting classes, kindergarten preparedness, financial empowerment and emergency resources such as clothing, household supplies, canned/nonperishable food items, and diapers. EKFRC is a lead partner of area service providers in the region and convenes the monthly East Kern Collaborative meetings, at their site.

Migrant Childcare Alternative Payment (MCAP) assists approximately 700 agricultural working families and their children each year with vouchers/payments for childcare. Families can enter the program through 6 entry counties—Kern, Tulare, Kings, Fresno, Madera, and Merced. Once enrolled, services can move with the family as they migrate for work, eliminating the need to re-enroll and start over again which is timely and frustrating where work opportunities and support services for families cannot wait. In addition to sustaining migrant working families, vouchers result in economic growth of over $4MM for local childcare providers in mostly rural communities.

Volunteer Income Tax Assistance (VITA) and the Kern VITA Partnership, (that includes the United Way of Kern County and other local providers), has over 120 volunteers that assist at least 6,000 taxpayers file their returns, during the tax season. In 2018, the VITA program returned over $8.7MM in tax refunds and credits to low-to-moderate income families in Kern County.

Youth/Community Centers: Friendship House Community Center (FHCC) and Shafter Youth Center (SYC), located in Bakersfield and Shafter, the centers offer afterschool and summer programming to at least 700 children and youth, including tutoring, gang prevention, health & nutrition, youth employment, and various education and supports. The centers play an integral role in their communities, providing a haven for youth and their families and a trusted link to additional services/supports.

Linkages and Funding Coordination

(Organizational Standards 2.1-2.4)
(CSBG Act Section 676b(1)(B), (1)(C), (3)(C), (3)(D), (4), (5), (6), (9))
(State Assurance 12747, 12760, 12768)

1. Describe how your agency coordinates funding with other providers in your service area. If there is a formalized coalition of social service providers in your service area, please list the coalitions by name, who participates, and methods used by the coalition to coordinate services/funding.
   (Organizational Standard 2.1, CSBG Act Section 676(b)(1)(C),(3)(C))

In addition to CAPK 2-1-1 Kern's data base of over 3,000 service providers, CAPK has both formal and informal relationships with over 200 community service agencies, partners, collaboratives, and other organizations from all sectors of the communiy including "*community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.*" (Appenix 9, *CAPK Collaboratives and Community Groups)*

CAPK is an active member of the Kern County Homeless Collaborative, Coordination of Care (CoC) group for Kern County homeless services. Recently, the CoC asked CAPK's 2-1-1 Kern Information and Referral Helpline to serve as the coordinated entry services provider for all CoC homeless services. CAPK received funding through the CoC for the CAPK 2-1-1 Kern to provide the following:

- Create a single-entry point for all homeless-related calls;
- Use the Quick Referral Tool (QRT) to triage and link the individual to an Assessment Point;
- Assessment with the VI-SPDAT 2.0;
- Data entry into the Homeless Management Information System; and
- Quick prioritization for services into Permanent Supportive Housing, Rapid Rehousing, and other interventions.

2. Provide information on any memorandums of understanding and service agreements your agency has with other entities regarding coordination of services/funding. (Organizational Standard 2.1).

CAPK is a lead agency in all communities served. Collaboration and opportunities to partner and contract with others will strengthen services delivery and positive outcomes for low-income Kern families. Some key partnerships/MOU's that involve shared funding and resources are as follows:

Kern VITA Partnership: Through a partnership between CAPK and sub-recipient United Way of Kern County VITA programs as well as Kern County Child Support Services, Mexican American Opportunity Foundation, Greenfield Family Resource Center, and the Vida Scott Center. The Kern VITA Partnership builds on the strengths and experiences of all partners to form a collaborative effort and unified strategies that builds and extends access to free tax preparation and EITC application assistance to thousands of low-income taxpayers in Kern County.

CalEITC Outreach: CAPK VITA partners with subrecipient Community Services Employment Training (CSET) VITA to conduct outreach and education to promote awareness of the California Earned Income Tax Credits for low-income taxpayers through CAPK's and CSET's well-established programs, clients, vast networks of partners, and experience in CalEITC outreach and VITA. These efforts are supported through consistent and targeted outreach and messaging through local CalEITC web pages, social media, canvassing, media, collateral messaging, community-wide presentations and events.

Coordinated Entry System (CES): CAPK's 2-1-1 Kern Information and Referral Help-line is a contracted partner with the Kern County Homeless Collaborative which includes the United Way of Kern County and the Kern Housing Authority. CAPK 2-1-1 is the centralized entry point for assessment and referral for Kern County's Homeless Continuum of Care (CoC).

In 2019, CAPK will enter an agreement with the County of Kern, and in partnership with Region 6 Census efforts, to assist with the **2020 Census Count**. An accurate Census count can assist in assuring Kern County receives its' share of over 1 billion in California Federal Awards, to help the poor and disenfranchised improve their lives.

3. Describe how your agency utilizes information gathered from key sectors of the community (local school districts, social services departments, state agencies, colleges, faith-based organizations, community-based organizations, local utility companies, charitable organizations, homeless programs, local food banks, or other) and describe how your agency will coordinate and partner with other organizations in your service area.

CAPK uses information gathered from key sectors of the community to improve current programs and develop services to better serve the community. For example, due to findings in the Kern County Food Policy Council's comprehensive *Kern County Food System Assessment*, CAPK Food Bank began Free Farmers Markets to provide no-cost locally sourced produce to people and families in targeted underserved, rural, and/or high poverty areas. The Food Bank also works with Kern County Department of Human Services to provide volunteer work and training opportunities for welfare-to-work participants to meet requirements to continue receiving cash aid. After 6 months, volunteers are eligible to receive pay through the Mexican American Opportunities Foundation's work experience program. CAPK Food Bank also partners with SerJobs to assist people ages 55+ that are looking for work gain technological knowledge for today's job market, such as computer data entry and warehouse operations.

Recently, in response to the loss of Project 180 Kern program dollars for Gang prevention efforts, CAPK led the effort to form the Youth Mentoring Partnership with Kern County Department of Human Services and other area providers of youth services. This new partnership will assist in leveraging more dollars into Kern County, while increasing efficiencies in providing quality services to strengthen Kern County youth.

Information gathered from all sectors of the community is used to strengthen grant proposals and reporting, monthly program reporting, funding appeals and community presentations for garnering added support for agency/program/client needs.

CAPK has numerous private sector contracts for services/programs including Wonderful, Starbucks, Wells Fargo Bank, Bank of the West, and Allstate, and the Agency is working with Aera Energy to provide STEM related internship opportunities to low-income youths, in 2019.

The agency strives to be a support partner in all aspects of service delivery to include filling gaps in services and avoiding duplication of services, to include maximizing leveraging dollars and in-kind support, such as volunteers, free fresh produce, etc. As an active community partner, CAPK staff participate in over 90 collaboratives, steering committees and community groups throughout the county with varying scope from neighborhood committees focusing on a specific issue to County-wide collaboratives, (Appendix 9, *CAPK Collaboratives and Community Groups*). CAPK reaches out to collaborate with others on grants and projects where there are opportunities or creates opportunities—even when project and partnering concepts are new or have never been explored in the past. Innovation drives solutions to existing problems.

4. If your agency is a Migrant and Seasonal Farmworker (MSFW) agency, describe how you will coordinate plans and activities with other agencies funded by the department to avoid duplication of services and to maximize services for all eligible beneficiaries. If your agency is not a MSFW, please mark N/A. (State Assurance 12768)

   N/A

5. Describe how your agency will leverage other funding sources and increase programmatic and/or organizational capacity. Describe your agency's contingency plan for potential funding reductions. (State Assurance 12747)

Continuous leveraging of funding—both monetary and in-kind—along with other support partners and volunteers help CAPK to maintain and grow capacity to serve through its existing 10 diverse programs to assist and empower individuals and families across communities served.

CAPK leadership and staff are fully engaged as cooperative and collaborative partners, seeking existing and new opportunities to apply for funding support and partnerships through grants, projects and activities aligned with the agency mission and philosophy and purpose to end and improve lives across Kern County.

The agency has a clear sense of its current strategy and operations and key drivers of success, which include various community needs assessments for identification of priority community needs and programs. Measures taken to be operationally and fiscally viable and aware of threats at all times is part of CAPK's contingency plan. This allows leadership to adjust when and where needed, before a crisis presents and to mobilize resources quickly during a crisis. CAPK monitors all expenditures, and prioritizes costs and investments, and seizes promising opportunities, often with established partners, which helps the organization to weather worst-case scenarios and support communities served during catastrophic events, significant funding cuts, and the sudden loss of leadership. The agency also seeks funding from private and non-federal sources as well as private donors.

6. Describe how your agency communicates its activities and its results to the community, including how the number of volunteers and hours are documented. (Organizational Standard 2.3, 2.4)

Programs track and review service delivery data and provide monthly program reports to the CAPK Program Evaluation Committee, Budget and Finace Committee, and the full Board of Directors. Communication vehicles used for internal and external communications include an every-other-month newsletter, weekly e-mail/Constant Contact, a comprehensive website and various social media platforms. TV, radio and newsprint, as well as a community presentations, outreach events and special activities and fundraisers are all included in CAPK's communication, and advocacy plans and strategies. The Annual Report (Appendix 10) is shared with CAPK board and staff, volunteers, community partners, supporters, funders and contractors on a yearly basis.

The number of volunteers and hours of service are tracked and reported by individual programs/staff by various means that are tailored to the programs and clients served, which may include contract and funder requirements, using various software systems and Microsoft Office applications i.e. Microsoft Excel and Word. For example, CAPK's Food Bank is curently researching software to increase operational efficiencies and track community volunteers. CAPK is also transitioning many of its day-to-day operational processes to Sharepoint, which offers added supports to programs/teams in data collection and reporting, as well as working with clients and various partners.

CAPK's Community Action Plan is provided to community partners through constant contact and posted on the CAP Web page, with links through social media.

7. Describe how your agency will address the needs of youth in low-income communities through youth development programs and promote increased community coordination and collaboration in meeting the needs of youth. Describe how your agency will contribute to the expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as: programs for the establishment of violence-free zones that would involve youth development and intervention models like youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs. (CSBG Act Section 676(b)(1)(B))

The agency operates a large and highly successful Early Head Start/Head Start program and youth-focused programs at two community centers in high-need low-income neighborhoods in southeast Bakersfield and Shafter, California. With 53 Centers of education excellence for childhood education (Head Start); 2 community centers (Friendship House Community Center and Shafter Youth Center) and the remaining 8 diverse programs of CAPK focus on reducing risk factors and increasing protective factors leading to self-sufficiency and overall well-being in youth, families, and communities.

CAPK's outreach teams and programs, in conjunction with youth program partners, work together in communities to ensure student and family success. The agency is engaged in innovative programs and services with area partners to engage and reduce youth violence and gang involvement to increase interest and opportunities for workforce development and higher education. CAPK's two youth centers are safe havens of hope in their neighborhoods, working in partnership with schools, providing low-income youth the education and skills needed to lead healthy lives including gang prevention, aggression replacement training (ART), teen pregnancy prevention programs, gardening, nutrition and healthy lifestyles, and after school and summer recreation.

Youth mentorship programs, job skills training and paid work experience with area businesses and corporations, like Starbucks, have helped youth with no direction and purpose (disconnected youth) to complete education and training programs and get paid work experience. Some youth have been offered jobs after program completion at local businesses, including Starbucks, as Baristas! Students who graduate CAPK programs often return during summer months to assist with youth program activities as a way to give back and help children at the Youth Center's summer programs.

8. Describe how your agency will provide employment and training activities. If your agency uses CSBG funding to provide employment and training services, describe the coordination of employment and training activities as defined in Section 3 of the Workforce and Innovation and Opportunity Act [29 U.S.C. 3102]. (CSBG Act Section 676(b)(5))

CAPK is one of the largest nonprofit agencies in Kern County, with over 900 employees and provides volunteer (for job skills training), internships, and entry-level positions to hundreds of low-income people. For example, CAPK's Head Start program provides entry-level employment with full benefits to Head Start parents/caregivers and other low-income residents. Parents/caregivers hired to work in the Head Start program gain valuable work experience, are provided financial assistance to advance their education and are encouraged to move up to higher-level positions. For Head Start parents/caregivers who want job training and job search assistance, Head Start Family Service Workers refer them to agencies that specialize in providing workforce development services and supports, such as America's Job Center.

CAPK's PREP Works program connects youth to their community through education, service, and employment. The program empowers high-risk youths ages 16-18 with the skills, knowledge, and confidence needed to conduct self-directed job searches, career planning, and to provide them with the knowledge to practice financial planning and responsibility. Many youths have been hired upon completion of their paid work experiences in local businesses and partners including Starbucks, Super Cuts, CAPK Friendship House Community Center, and La Fiesta Market

In 2018, CAPK began the Small Business initiative with partner Bank of the West, to provide workshops resources and referrals to low-income small business owners and entrepreneurs to start, build, or expand a small business.

In addition to the agency's hiring, training, and job referral practices, childcare services provided through the CAPK Migrant Childcare Alternative Payment program help migrant and seasonal farm worker families retain employment by providing access to licensed child care throughout the state. Families may enter the MCAP program in six Central Valley counties and remain eligible regardless of where they move within the state. Program flexibility enables families to use qualified providers to meet their individual needs and choices, e.g., evening and weekend care, center-based care, or family home care.

9. Describe how your agency will provide emergency supplies and services, nutritious foods, and related services to counteract conditions of starvation and malnutrition among low-income individuals. (CSBG Act Section 676(b)(4))

The CAPK Food Bank provides direct emergency food assistance to the economically disadvantaged, senior citizens, homeless individuals and families, victims of crime or disaster, the unemployed, migrant and seasonal agricultural workers, and any others in need of emergency food and other basic needs and commodities in Kern County. Each year the Food Bank distributes over 13 MM pounds of food throughout Kern County in partnership with over 110 distribution pantry and commodity sites (Appendix 11, *CAPK Food Bank Partner List*). The Food Bank operates Free Farmers Markets offering no-cost highly nutritious locally sourced/donated fresh produce (to include recipes and food demonstrations) in rural and low-income areas to combat hunger and improve health and nutrition of those served.

CAPK Food Bank also offers the BackPack Buddies program to school children who are identified as Chronically hungry and rely on school meals as their primary, and sometimes only, source of food. Students receive weekly non-descript “bags” containing nutritious and easily prepared foods to take home on the weekends, to ensure nutritional needs when school lunch is not available.

Food drives assist in stocking the Food Bank warehouse shelves throughout the year, in partnership with foundations, corporations, churches, staff and board members, community members, and volunteers.

CAPK’s Women, Infants, and Children (WIC) Supplemental Nutrition Program provides eligible families (including pregnant or breastfeeding women) with supplemental food assistance, health and nutrition education, and breastfeeding education and support. CAPK’s 2-1-1 Kern Information and Resources Call Center offers 24/7 live operator assistance in connecting callers to needed supports. Additionally, CAPK is part of the Kern County Homeless Collaborative, the Kern Food Policy Council, and other cooperative projects and activities that address emergent needs and gaps in services for low-income, vulnerable and marginalized populations.

Head Start programs provide children a nutritious daily breakfast, lunch, and snacks and Youth Centers provide afterschool meals and snacks.

10. Describe how your agency will ensure coordination between antipoverty programs in each community in the State, and ensure where appropriate, that the emergency energy crisis intervention programs under title XVI (relating to low-income home energy assistance) are conducted in the community. (CSBG Act Section 676(b)(6))

CAPK is the primary Community Service Block Grant (CSBG) funded agency serving Kern County. The agency administers and coordinates activities for CSBG, the Home Energy Assistance Program (HEAP), Low-Income Home Energy Assistance Program (LIHEAP), and Department of Energy (DOE)energy contracts. To increase participation in the emergency energy programs by eligible Kern County residents, CAPK solicits assistance from collaborative partners that work with low-income residents to disseminate information and recruit clients for energy services. Marketing is robust across the County, with assistance from the CAPK Community Development Division.

CAPK's emergency and energy crisis intervention services under title XXVI [42 U.S.C. 8621et seq.] (relating to low-income home energy assistance) include:

- utility payment assistance;
- weatherization repairs;
- weather-stripping and insulation;
- replacement of non-energy efficient doors, windows, lightbulbs, and appliances; and
- installation of low-flow shower heads and carbon monoxide alarms.

CAPK actively participates in collaboratives and community coalitions to assist in coordinating services in communities served. CAPK staff is engaged in numerous community groups, collaboratives, collaborations, and both formal and informal agency partnerships to work towards providing quality services to low-income people and families.

11. Describe how your agency will use funds to support innovative community and neighborhood-based initiatives, which may include fatherhood and other initiatives, with the goal of strengthening families and encouraging effective parenting. (CSBG Act Section 676(b)(3)(D))

CAPK has spearheaded several innovative initiatives and projects based on community needs, including: CAPK Small Business Initiative and Small Business Advisory Committee to assist low-income residents to start or grow a business;

Financial Empowerment workshops and home-based case management services using the Your Money, Your Goals curriculum;

Child Immunizations and Family Health Fairs in the underserved and rurally isolated communities of East Kern County through CAPK's East Kern Family Resource Center's Health Link program;

Homeless Coordinated Entry Services, in partnership with the Kern County Homeless Collaborative, CAPK is serving as the provider of Coordinated Entry Services through its 2-1-1 Kern Call Center to assist and support area homeless services providers in their efforts to provide basic needs and end homelessness across Kern County;

CAPK Food Bank Free Farmers Markets to help combat the epidemic of hunger and related obesity and health issues among people/families that live in poverty by providing fresh locally sourced produce and nutrition education in high poverty and rural areas;

Public Charge to support and educate immigrant families of the truth and myths of obtaining public services and the effects on immigration status through town hall meetings and workshops provided through engagement with local and state entities throughout the County;

Census 2020, supporting efforts to ensure complete and fair 2020 Census counts; STEM Programming in the planning stages with corporate partners to increase STEM skills for youth at CAPK's two community-based youth centers through STEM education and internships; and

Affordable Housing formed a housing advisory committee to seek out grant and partnership opportunities to address housing needs for low-income residents and families in Kern County, through projects and shared funding opportunities.

CAPK's Friendship House Community Center assists parents and parenting teens through Nurturing Parenting (meets court requirements) and Parents on a Mission. Additionally, CAPK leadership is engaged in the community and encourages and assigns programs' staff to participate in local initiatives and projects designed to support and strengthen individuals, families, and the overall community.

Monitoring

(CSBG Act Section 678D(a)(1)(B))

1. Describe your agency's specific monitoring activities and how they are related to establishing and maintaining the integrity of the CSBG program, including your process for maintaining high standards of program and fiscal performance.

Program evaluation is conducted by completing the National Performance Indicators. Program services are compared to performance measurement standards, scope of work, and budget. Some programs may also conduct pre- and post-program assessments and/or customer satisfaction surveys.

Monitoring and evaluation are focused in two areas, programmatic and financial. Program monitoring and evaluation are components in each of the agency's grants which allow staff to track and measure program performance, document achievements, and compare with stated program goals and objectives. Each program has its own method of collecting data, as required by the grant, to document outcomes, identify strengths and challenges, and to address issues that arise during the program's duration. Program budgets are also reviewed regularly by the CAPK division directors to ensure that the budgets are not exceeded and that expenses are necessary and reasonable.

Division directors and program managers monitor at the program level to ensure contract compliance and fidelity to established performance standards. Outcome indicators are collected from each program as of 2013 for compliance with State NPI reporting and Results Oriented Management and Accountability (ROMA) standards.

2. If your agency utilizes subcontractors, please describe your process for monitoring the subcontractors. Include the frequency and type (i.e., onsite, desk review, or both)

CAPK monitors subrecipients in order to provide reasonable assurance that they are in compliance with laws, regulations, and award provisions applicable to the program. Please see Appendix 12 "*Monitoring of Subrecipients*" from the *CAPK Accounting & Financial Policies and Procedures Manual*.

3. Describe how your agency ensures that cost and accounting standards of the Office of Management and Budget (OMB) are maintained. (CSBG Act Section 678D(a)(1)(B))

The Board Chair and CAPK's Chief Executive Officer assure that CAPK will use CSBG funds in compliance with the Coates Human Services Reauthorization Act of 1998 and Public Law 105-285, and that the eligible beneficiaries will be as defined by California Government Code Section 12730(f). CAPK maintains financial records that comply with the cost and accounting standards of the U.S. Office of Management and Budget. CAPK conducts a comprehensive agency-wide single audit. CSD representatives are provided copies of each audit and offered access to inspect financial files, processes and systems. The Chairman of the Board of Directors and the Chief Executive Officer assures that the agency will use CSBG funds in compliance with the Coates Human Services Reauthorization Act of 1998 and Public Law 105-285 and that the eligible beneficiaries will be as defined by California Government Code Section 12730(f).

The U.S. Office of Management and Budget (OMB) published new requirements for federal award programs entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (also known as the *Super Circular*) codified at 2 CFR 200. The guidance supersedes and consolidates the requirements from OMB circulars A-21, A-87, A-110, A-122, A-89, A-102, A-133, and A-50. CAPK is in compliance with this change and will meet new standards as required in the *Super Circular*.

Data Analysis and Evaluation

(Organizational Standards 4.3, 4.4) (CSBG Act Section 676(b)(12))

1. Describe your methods for evaluating the effectiveness of programs and services, including the frequency of evaluations. (Organizational Standard 4.3)

CAPK manages a diverse array of programs, consequently, data collection tools are just as diverse. Many programs report on several different indicators and some indicators have as many as five programs reporting on one projection. To ensure consistency of such a wide variety of reporting tools and to monitor progress towards CAPK's NPI projections, the agency has developed a program matrix tool for data collection. The matrix tool is used by each program to document projections and progress for each NPI.

The matrix tool is disseminated to division directors and program managers prior to the end of the reporting period. After the end of the reporting period, each program creates an NPI indicator report documenting client demographics and program outcomes on the matrix tool and submits it to the Community Development Division. All programs reporting on projections are required to submit the reports used to obtain the NPI projections, as backup documentation.

To ensure that the supporting documentation is accurate, CAPK has implemented quality assurance and retention plans. The Community Development Division is responsible for collecting, maintaining, and verifying documentation used to substantiate the program and aggregate totals and client demographics reported for each CSBG NPI. The supporting documents are stored at CAPK's main office and are easily accessible for review. Reporting and monitoring procedures are reviewed on an ongoing basis to ensure appropriate controls are in place at the program and aggregate reporting level.

2. Describe how your agency ensures that updates on the progress of strategies included in your CAP are communicated to your board annually. (Organizational Standard 4.4)

CAPK BOD receives monthly updates on program/division progress. Additional updates for specific strategies are reported to the BOD at least once per year, with special updates for specific initiatives occurring more frequently. Annual updates are given at the last BOD meeting of the year. CAPK program presentations are conducted each month, with each of CAPK's programs having an opportunity to educate and provide program initiatives, successes, outcomes, and opportunities to the board.

3. Provide 2-3 examples of changes made by your agency to improve service delivery to enhance the impact for individuals, families, and communities with low-incomes based on an in-depth analysis of performance data. (CSBG Act Section 676(b)(12))

The CAPK Food Bank will be purchasing a comprehensive software system for inventory and management of daily operations that will support increased efficiencies and lower operational costs. The decision to move towards the new software for inventory management was made based on the analysis of the high volume of food distributed from the Food Bank and to assure adequate inventory at partner sites.

CAPK leadership and program staff are participating in the 2019 Consumers Financial Protection Bureau Your Money Your Goals Cohort for technical assistance to integrate this curriculum throughout the Agency's programs. CAPK identified financial education as a primary need in the community through the 2017 Community Needs Survey.

CAPK is in the process of developing a universal intake and data collection process. The whole-person care model drives the necessity for a data integration platform to deliver the tools to make value-based decisions that are supported by verifiable data and connecting people and families to the right services for the desired outcome(s). To reach this goal, CAPK has formed a workgroup that has identified the various entry points, data systems, and processes within each CAPK program and has issued an RFA for the assessment and selection of a Customer Relations Management (CRM) cloud-based platform.

Leadership and program staff have been trained in Trauma Informed Care and are working to educate and implement best-practice strategies that will improve service delivery impact for clients, and systems-wide county partners working with the Trauma Informed Care Steering Committee and two Cohorts of Champions. CAPK related data will be available in 2020.

Appendix A

Organizational Standards

MAXIMUM FEASIBLE PARTICIPATION

CATEGORY ONE: CONSUMER INPUT AND INVOLVEMENT

Standard 1.1 The organization/department demonstrates low-income individuals' participation in its activities.

Standard 1.2 The organization/department analyzes information collected directly from low-income individuals as part of the community assessment.

Standard 1.3 The organization/department has a systematic approach for collecting, analyzing, and reporting customer satisfaction data to the governing board.

CATEGORY TWO: COMMUNITY ENGAGEMENT

Standard 2.1 The organization/department has documented or demonstrated partnerships across the community, for specifically identified purposes; partnerships include other anti-poverty organizations in the area.

Standard 2.2 The organization/department utilizes information gathered from key sectors of the community in assessing needs and resources, during the community assessment process or other times. These sectors would include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.

Standard 2.3 The organization/department communicates its activities and its results to the community.

Standard 2.4 The organization/department documents the number of volunteers and hours mobilized in support of its activities.

CATEGORY THREE: COMMUNITY ASSESSMENT

Private Agency - Standard 3.1: Organization conducted a community assessment and issued a report within the past 3-year period.

Public Agency - Standard 3.1: The organization/department conducted a community assessment and issued a report within the past 3-year period, if no other report exists.

Standard 3.2: As part of the community assessment the organization/department collects and analyzes both current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for their service area(s).

Standard 3.3: The organization/department collects and analyzes both qualitative and quantitative data on its geographic service area(s) in the community assessment.

Standard 3.4: The community assessment includes key findings on the causes and conditions of poverty and the needs of the communities assessed.

Standard 3.5: The governing board or tripartite board/advisory body formally accepts the completed community assessment.

VISION AND DIRECTION

CATEGORY FOUR: ORGANIZATIONAL LEADERSHIP

Standard 4.2: The organization's/department's Community Action Plan is outcome-based, anti-poverty focused, and ties directly to the community assessment.

Standard 4.3: The organization's/department's Community Action Plan and strategic plan document the continuous use of the full Results Oriented Management and Accountability (ROMA) cycle. In addition, the organization documents having used the services of a ROMA-certified trainer (or equivalent) to assist in implementation.

Standard 4.4: The tripartite board/advisory body receives an annual update on the success of specific strategies included in the Community Action Plan.

CATEGORY FIVE: BOARD GOVERNANCE

Standard 5.1: The organization's/department's tripartite board/advisory body is structured in compliance with the CSBG Act

Standard 5.2: The organization's/department's tripartite board/advisory body either has:

1. Written procedures that document a democratic selection process for low-income board members adequate to assure that they are representative of the low-income community, or
2. Another mechanism specified by the State to assure decision-making and participation by low-income individuals in the development, planning, implementation, and evaluation of programs.

Appendix B

State Assurances

California Government Code 12747 (a): Community action plans shall provide for the contingency of reduced federal funding.

California Government Code § 12760: CSBG agencies funded under this article shall coordinate their plans and activities with other agencies funded under Articles 7 (commencing with Section 12765) and 8 (commencing with Section 12770) that serve any part of their communities, so that funds are not used to duplicate particular services to the same beneficiaries and plans and policies affecting all grantees under this chapter are shaped, to the extent possible, so as to be equitable and beneficial to all community agencies and the populations they serve.

California Government Code §12768: Migrant and Seasonal Farmworker (MSFW) entities funded by the department shall coordinate their plans and activities with other agencies funded by the department to avoid duplication of services and to maximize services for all eligible beneficiaries.

Appendix C

Federal Assurances and Certification

CSBG Services

676(b)(1)(A) *The State will assure "that funds made available through grant or allotment will be used –*

(A) *to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families, and a description of how such activities will enable the families and individuals—*

(i) *to remove obstacles and solve problems that block the achievement of self-sufficiency, (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);*
(ii) *secure and retain meaningful employment;*
(iii) *attain an adequate education, with particular attention toward improving literacy skills of low-income families in the communities involved, which may include carrying out family literacy initiatives;*
(iv) *make better use of available income;*
(v) *obtain and maintain adequate housing and a suitable environment;*
(vi) *obtain emergency assistance through loans, grants or other means to meet immediate and urgent family individual needs; and*
(vii) *achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to;*

(I) *document best practices based on successful grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to;*
(II) *strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;*

Needs of Youth

676(b)(1)(B) *The State will assure "that funds made available through grant or allotment will be used-*

(B) to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as--

(i) programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs); and

(ii) after-school child care programs;

Coordination of Other Programs

676(b)(1)(C) *The State will assure "that funds made available through grant or allotment will be used to make more effective use of, and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts*

Eligible Entity Service Delivery System

676(b)(3)(A) *a description of the service delivery system, for services provided or coordinated with funds made available through grands made under section 675C9(a), targeted to low-income individuals and families in communities within the State*

Eligible Entity Linkages – Approach to Filling Service Gaps

676(b)(3)(B*) a description of "how linkages will be developed to fill identified gaps in the services, through the provision of information, referrals, case management, and follow up consultations."*

Coordination of Eligible Entity Allocation 90 Percent Funds with Public/Private Resources

676(b)(3)(C) *a description of "how funds made available through grants made under 675C(a)will be coordinated with other public and private resources."*

Eligible Entity Innovative Community and Neighborhood Initiatives, Including Fatherhood/Parental Responsibility

676(b)(3)(D) *a description of "how the local entity will use the funds [made available under 675C(a)] to support innovative community and neighborhood-based initiatives related to the purposes of this subtitle, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging parenting."*

Eligible Entity Emergency Food and Nutrition Services

676(b)(4) *"An assurance that eligible entities in the State will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals."*

State and Eligible Entity Coordination/linkages and Workforce Innovation and Opportunity Act Employment and Training Activities

676(b)(5) *"An assurance that the State and eligible entities in the State will coordinate, and establish linkages between, governmental and other social services programs to assure the effective delivery of such services, and [describe] how the State and the eligible entities will coordinate the provision of employment and training activities, as defined in section 3 of the Workforce Innovation and Opportunity Act, in the State and in communities with entities providing activities through statewide and local workforce development systems under such Act."*

State Coordination/Linkages and Low-income Home Energy Assistance

676(b)(6) *"An assurance that the State will ensure coordination between antipoverty programs in each community in the State, and ensure, where appropriate, that emergency energy crisis intervention programs under title XXVI (relating to low-income home energy assistance) are conducted in such community."*

Coordination with Faith-based Organizations, Charitable Groups, Community Organizations

676(b)(9) *"An assurance that the State and eligible entities in the State will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of the communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations."*

Eligible Entity Tripartite Board Representation

676(b)(10) *"An assurance that "the State will require each eligible entity in the State to establish procedures under which a low-income individual, community organization, or religious organization, or representative of low-income individuals that considers its organization, or low-income individuals, to be inadequately represented on the board (or other mechanism) of the eligible entity to petition for adequate representation."*

Eligible Entity Community Action Plans and Community Needs Assessments

676(b)(11) *"An assurance that the State will secure from each eligible entity in the State, as a condition to receipt of funding by the entity through a community services block grant made under this subtitle for a program, a community action plan (which shall be submitted to the Secretary, at the request of the Secretary, with the State plan) that includes a community-needs assessment for the community served, which may be coordinated with community-needs assessments conducted for other programs."*

State and Eligible Entity Performance Measurement: ROMA or Alternate system

676(b)(12) "*An assurance that the State and all eligible entities in the State will, not later than fiscal year 2001, participate in the Results Oriented Management and Accountability System, another performance measure system for which the Secretary facilitated development pursuant to section 678E(b), or an alternative system for measuring performance and results that meets the requirements of that section, and [describe] outcome measures to be used to measure eligible entity performance in promoting self-sufficiency, family stability, and community revitalization."*

Appendix 1

CAPK
Board of Directors
Roster

COMMUNITY ACTION PARTNERSHIP OF KERN

BOARD OF DIRECTORS ROSTER

Effective January 30, 2019

PUBLIC OFFICIALS (CATEGORY I – FIVE SEATS)
FRED PLANE 23rd U.S. Congressional District Representative – Congressman Kevin McCarthy
MARIAN PANOS City of Bakersfield Mayor's Office Representative – Mayor Karen Goh
JOSE GURROLA 14th State Senate District Representative – Senator Melissa Hurtado
MIKE MAGGARD Kern County Board of Supervisors Representative
JANEA BENTON 32nd State Assembly District Representative – Assemblymember Rudy Salas
LOW-INCOME SECTOR (CATEGORY II – FIVE SEATS)
YOLANDA OCHOA East Kern County Representative (4th Term Ends June 2020)
ANA VIGIL North Kern County Representative (2nd Term Ends May 2021)
GUADALUPE PEREZ Metro Bakersfield Representative (1st Term Ends June 2022)
LORENA FERNANDEZ South Kern County Representative (1st Term Ends July 2022)
NILA HOGAN Head Start Policy Council Representative (1 Year Term)
PRIVATE SECTOR (CATEGORY III – FIVE SEATS)
CRAIG HENDERSON The Henderson Group
WARREN PETERSON Warren Peterson Construction
PASTOR JONATHAN MULLINGS Truth Tabernacle
JIMMIE D. CHILDRESS Retired Teacher / Contractor
CURTIS FLOYD Law Offices of Curtis Floyd

2019 BOARD OFFICERS

Chairman:	Curtis Floyd
Vice-Chairman:	Warren Peterson
Secretary:	Yolanda Ochoa
Treasurer:	Janea Benton

Appendix 2

Public Hearing Notice
and
Board Meeting Agenda

We'd love to hear from you!

NOTICE OF PUBLIC COMMENT and HEARING

20-21 Draft CAP Report

Community Action Partnership of Kern (CAPK), a federally designated anti-poverty organization, welcomes and encourages public comment and a public hearing of the **COMMUNITY SERVICES BLOCK GRANT (CSBG) 2020-2021, COMMUNITY ACTION PLAN (CAP)**

Available at www.capk.org

Public Comment Period from April 9, 2019 to April 24, 2019.

Comments Submission by phone, email or mail
or to request a printed copy to:
Kathline Moessner
661-336-5236 x1193
kmoessner@capk.org,
5005 Business Park North, Bakersfield CA, 93309

Public Hearing Wednesday April 24, 2019 12:00 pm

All interested parties, community-based organizations, government agencies, organizations serving low-income individuals/families, and the general public are encouraged to attend and provide public comments.

Community Action Partnership of Kern
Board Room
5005 Business Park North, Bakersfield CA, 93309

COMMUNITY ACTION PARTNERSHIP *OF* KERN
BOARD OF DIRECTORS MEETING

5005 Business Park North, Bakersfield, CA
April 24, 2019
12:00 pm

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

Janea Benton	Craig Henderson	Marian Panos
Jimmie Childress	Nila Hogan	Guadalupe Perez
Lorena Fernandez	Mike Maggard	Warren Peterson
Curtis Floyd	Jonathan Mullings	Fred Plane
Jose Gurrola	Yolanda Ochoa	Ana Vigil

II. Approval of Agenda

III. Approval of Meeting Minutes

a. Minutes of March 27, 2019 Board of Directors meeting – ***Action Item (p. 4-8)***

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

V. Special Presentation

No presentation scheduled.

VI. New Business

a. Public Hearing: 2020 – 2021 Community Action Plan – Ralph Martinez, Director of Community Development – ***Action Item (p. 9-144)***

b. Housing Program Update – Ralph Martinez, Director of Community Development – ***Info Item (p. 145)***

c. Coordinated Entry System (CES) Program Update – Rebecca Moreno, CES Program Coordinator – ***Info Item (p. 146-156)***

d. Application for Continued Funding of Early Head Start Child Care Partnerships with Resolution – Jerry Meade, Program Design and Management Administrator - ***Action Item (p. 157-161)***

e. Head Start Facility / Program Update – Yolanda Gonzales, Director of Head Start / State Child Development and Jerry Meade, Program Design and Management Administrator– ***Info Item (p. 162)***

f. Additional Position Under Head Start / State Child Development – Yolanda Gonzales, Director of Head Start / State Child Development – ***Action Item (p. 163-167)***

g. Additional Position Under Executive Division – Tracy Webster, Chief Financial Officer – ***Action Item (p. 168-172)***

VII. <u>Committee Reports</u>

a. PRE Committee Report – Ralph Martinez, Director of Community Development – Action Item
   i. Minutes from the April 10, 2019 Committee Meeting ***(p. 173-175)***
   ii. Energy Program Presentation (Verbal)
   iii. March 2019 Program & Division Reports ***(p. 176-190)***
   iv. Application Status Reports and Funding Requests for February 2019 ***(p. 191-196)***
   v. Organizational Standards Update (Verbal Report)
   vi. March 2019 Head Start / State Child Development Enrollment Update and Meals Report ***(p. 197-198)***

b. Audit & Pension Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
Quorum was not met on April 11, 2019; therefore, the following items are for review and action by the Board of Directors:
   i. Audit Committee Cover Sheet / No Quorum ***(p. 199)***
   ii. Brown Armstrong Scope of Audit for Year Ended February 28, 2019 ***(p. 200-209)***
   iii. 1st Quarter 2019 Pension Plan Update ***(p. 210-238)***
   iv. CSD Monitoring Report E-18-003 ***(p. 239-246)***
   v. California Department of Public Health Program Monitoring Visit of the WIC Program from December 3-6, 2018 ***(p. 247-254)***
   vi. WIC Single Audit Report Review for Fiscal Year 2017 ***(p. 255-256)***

c. Budget & Finance Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
   i. Minutes from the April 17, 2019 Committee Meeting ***(p. 257-261)***
   ii. Application Status Report for March 2019, and Funding Requests ***(p. 262-267)***
   iii. Head Start and Early Head Start Budget to Actual Reports ***(p. 268-287)***
   iv. DOE Contract Amendment with Resolution ***(p. 288-307)***
   v. Energy Department Budget Revision ***(p. 308)***
   vi. Discretionary Fund Update ***(p. 309)***
   vii. Financial Statements for February 2019 ***(p. 310-354)***

d. Executive Committee Report – Jeremy Tobias, Chief Executive Officer – ***Action Item***
   i. Minutes from the April 12, 2019 Executive Committee Meeting ***(p. 357)***
   ii. Review and Adoption of Goals & Priorities for Current Year 2019
   iii. Planning and Scheduling of a Board Retreat
   iv. Closed Session Report

VIII. Advisory Board Reports

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative – ***Action Item***
   i. April 2019 Policy Council Report ***(p. 358)***
   ii. March 26, 2019 Policy Council Minutes ***(p. 359-361)***

b. Friendship House Advisory Report – Nick Hill, Advisory Board Representative – ***Action Item***
   i. Verbal Report

IX. Chief Executive Officer Report – Jeremy Tobias, Chief Executive Officer – ***Action Item***

a. Staff and Board debriefing on CAP Immigration Summit held in El Paso, TX from April 3-5, 2019.

X. Board Member Comments

XI. Closed Session

XII. Closed Session Report

XIII. Next Scheduled Meeting

Board of Directors Meeting
Wednesday, May 29, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

This is to certify that this Agenda notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, April 19, 2019. Paula Daoutis, Administrative Coordinator

Appendix 3

Kern County
Key Poverty Statistics

Helping People... Changing Lives.

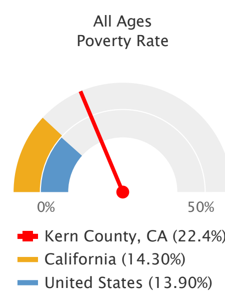
Kern County Key Poverty Statistics 2019

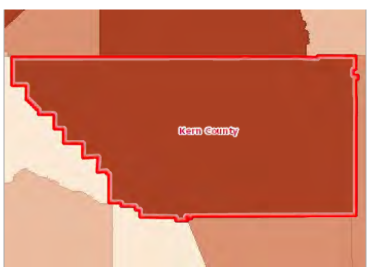
Poverty

Poverty estimates show a total of 190,993 persons living below the poverty level in the report area. Poverty information is at 100% of the federal poverty income guidelines

Report Area	All Ages No of Persons	All Ages Poverty Rate	Age 0-17 No of Persons	Age 0-17 Poverty Rate	Age 5-17 No of Persons	Age 5-17 Poverty Rate
Kern County, CA	190,993	**22.4%**	79,255	31.1%	53,922	29.3%
California	11,055,243	14.30%	3,565,525	19.50%	2,485,560	18.71%
United States	44,268,996	13.90%	14,115,713	19.18%	9,648,486	17.95%

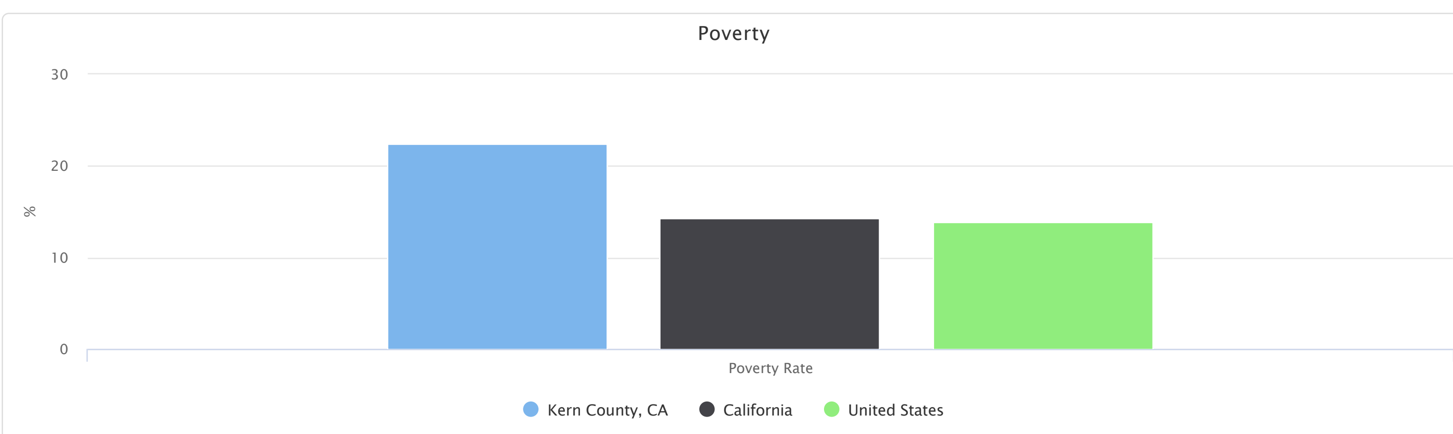
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, Small Area Income & Poverty Estimates. 2016. Source geography: County





Population Below the Poverty Level, Percent by County, SAIPE 2016

- Over 22.0%
- 18.1 - 22.0%
- 15.1 - 18.0%
- 12.1 - 15.0%
- Under 12.1%
- Kern County, CA

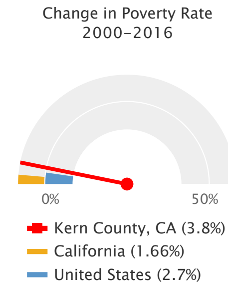


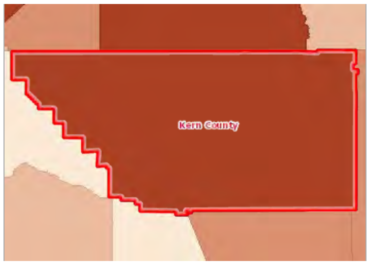
Poverty Rate Change

Poverty rate change in the report area from 2000 to 2016 is shown below. According to the U.S. Census, the poverty rate for the area increased by [3.8%], compared to a national increase of 2.7%.

Report Area	Persons in Poverty 2000	Poverty Rate 2000	Persons in Poverty 2016	Poverty Rate 2016	Change in Poverty Rate 2000-2016
Kern County, CA	119,920	18.6%	190,993	22.4%	3.8%
California	8,609,821	12.71%	11,055,243	14.37%	1.66%
United States	31,581,086	11.3%	44,268,996	14%	2.7%

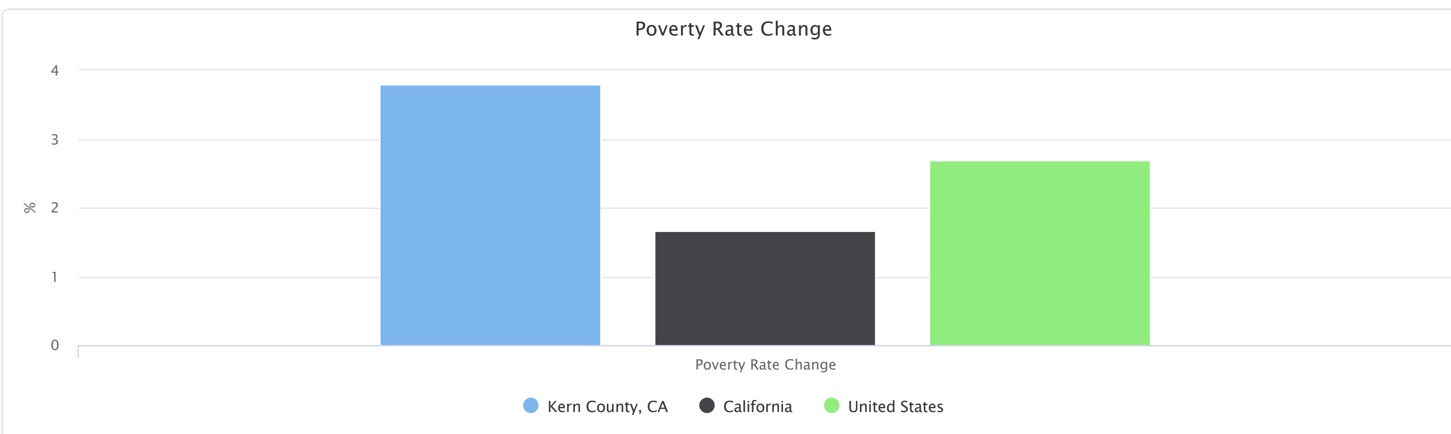
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, Small Area Income & Poverty Estimates. 2016. Source geography: county





Population Below the Poverty Level, Percent by County, SAIPE 2016

- Over 22.0%
- 18.1 - 22.0%
- 15.1 - 18.0%
- 12.1 - 15.0%
- Under 12.1%
- Kern County, CA

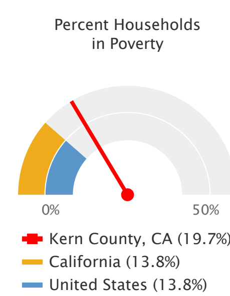


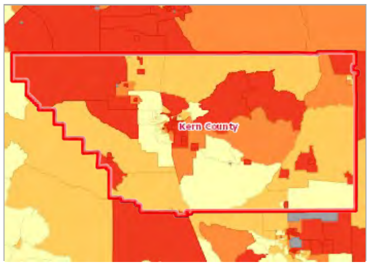
Households in Poverty

The number and percentage of households in poverty are shown in the report area. In 2017, it is estimated that there were [52,085] households, or [Math.Round(100.0*52,085/264,993;2)]%, living in poverty within the report area.

Report Area	Total Households	Households in Poverty	Percent Households in Poverty
Kern County, CA	264,993	52,085	19.7%
California	12,888,128	1,772,429	13.8%
United States	118,825,921	16,390,109	13.8%

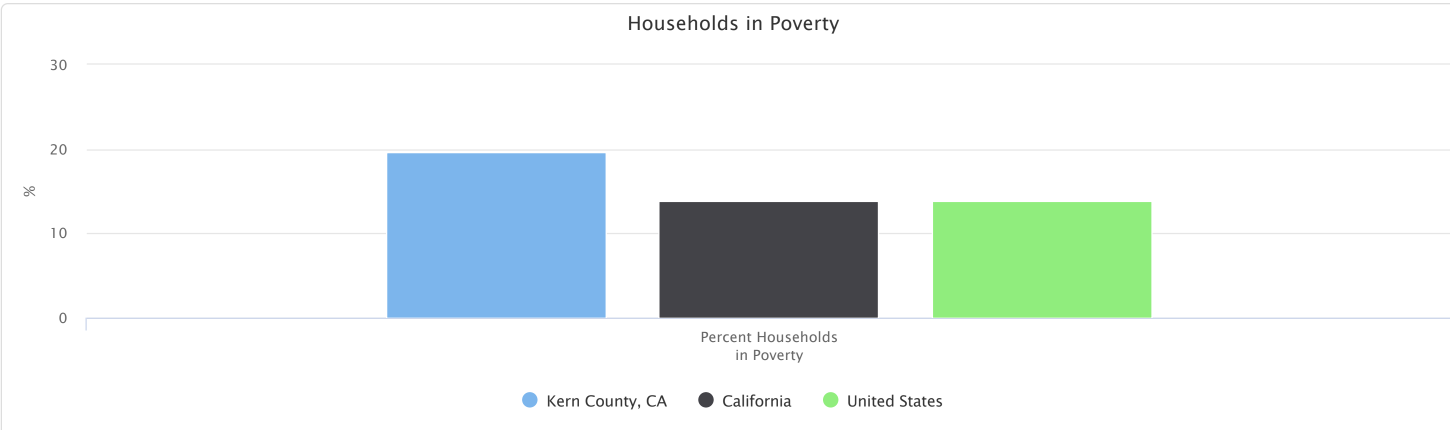
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County





Households Living Below the Poverty Level, Percent by Tract, ACS 2013-17

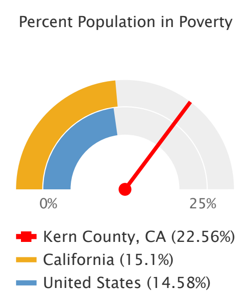
- Over 20.0%
- 15.1 - 20.0%
- 10.1 - 15.0%
- Under 10.1%
- No Data or Data Suppressed
- Kern County, CA



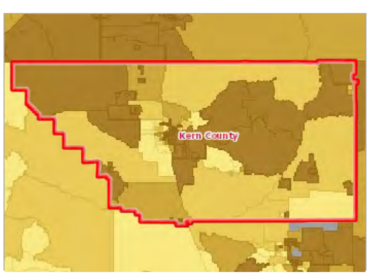
Poverty Rate (ACS)

The following report section shows population estimates for all persons in poverty for report area. According to the American Community Survey 5 year estimates, an average of [100.0 * 191,123 / 847,040] percent of all persons lived in a state of poverty during the 2013 - 2017 period. The poverty rate for all persons living in the report area is greater than the national average of 14.58%.

Report Area	Total Population	Population in Poverty	Percent Population in Poverty
Kern County, CA	847,040	191,123	22.56%
California	38,242,946	5,773,408	15.1%
United States	313,048,563	45,650,345	14.58%



Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: Tract

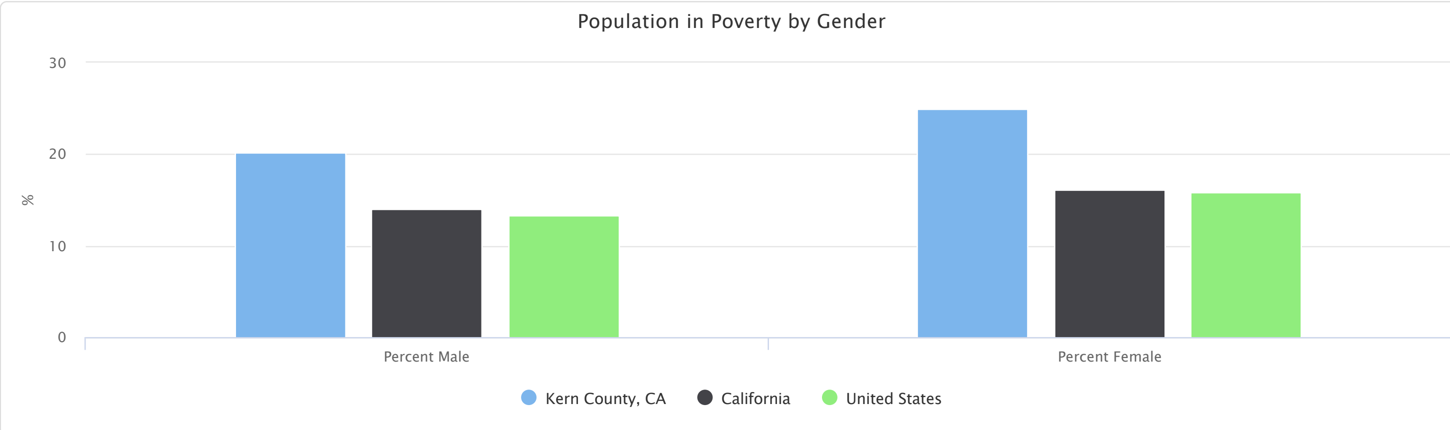


Population Below the Poverty Level, Percent by Tract, ACS 2013-17

- Over 20.0%
- 15.1 - 20.0%
- 10.1 - 15.0%
- Under 10.1%
- No Data or Data Suppressed
- Kern County, CA

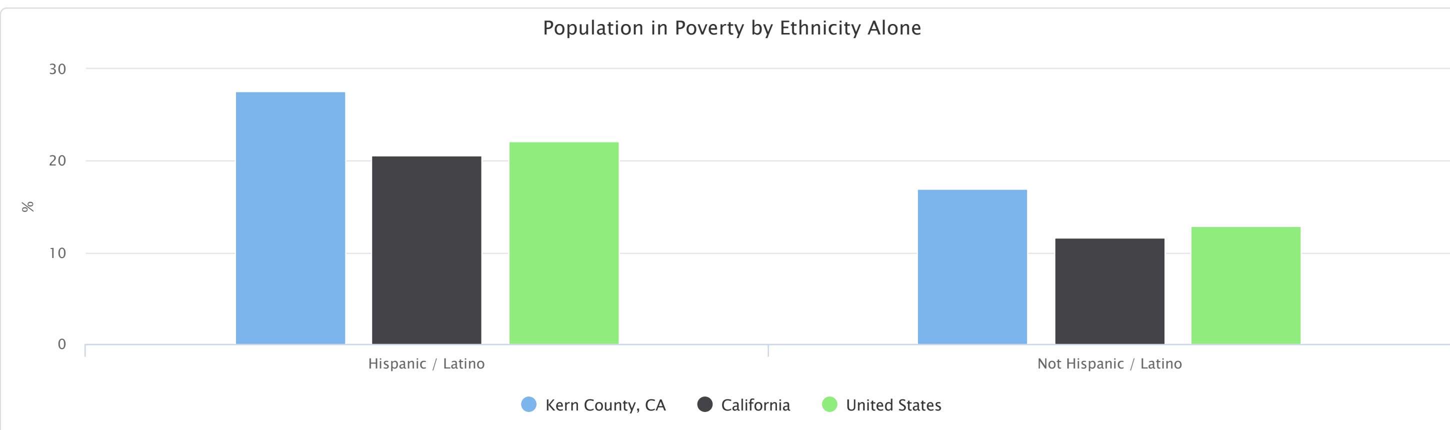
Population in Poverty by Gender

Report Area	Total Male	Total Female	Percent Male	Percent Female
Kern County, CA	85,135	105,988	20.17%	24.94%
California	2,644,246	3,129,162	13.99%	16.17%
United States	20,408,626	25,241,719	13.31%	15.8%



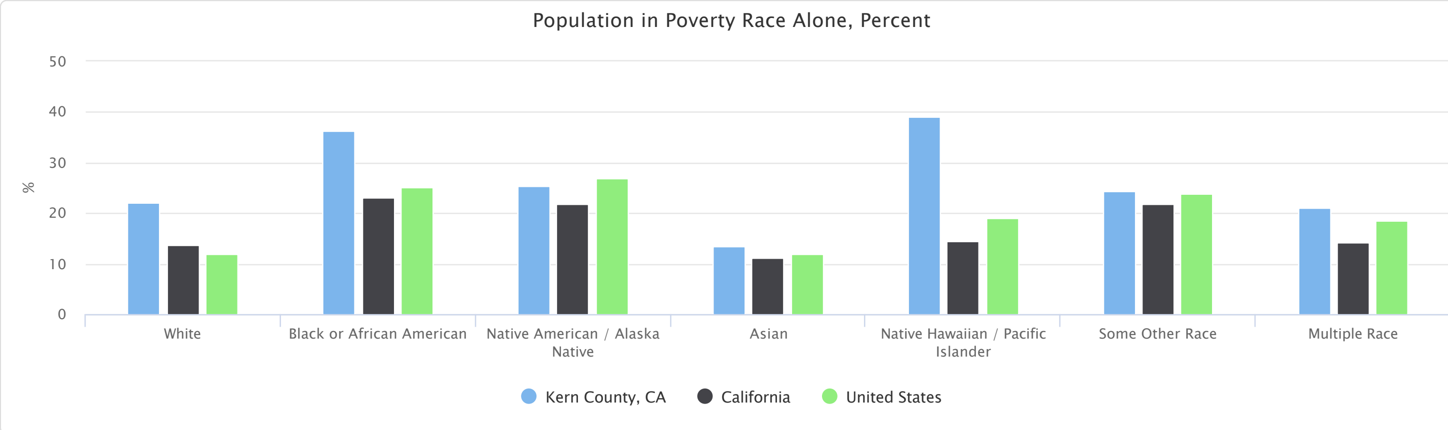
Population in Poverty by Ethnicity Alone

Report Area	Total Hispanic / Latino	Total Not Hispanic / Latino	Percent Hispanic / Latino	Percent Not Hispanic / Latino
Kern County, CA	122,567	68,556	27.67%	16.96%
California	3,052,999	2,720,409	20.56%	11.63%
United States	12,269,452	33,380,893	22.15%	12.96%



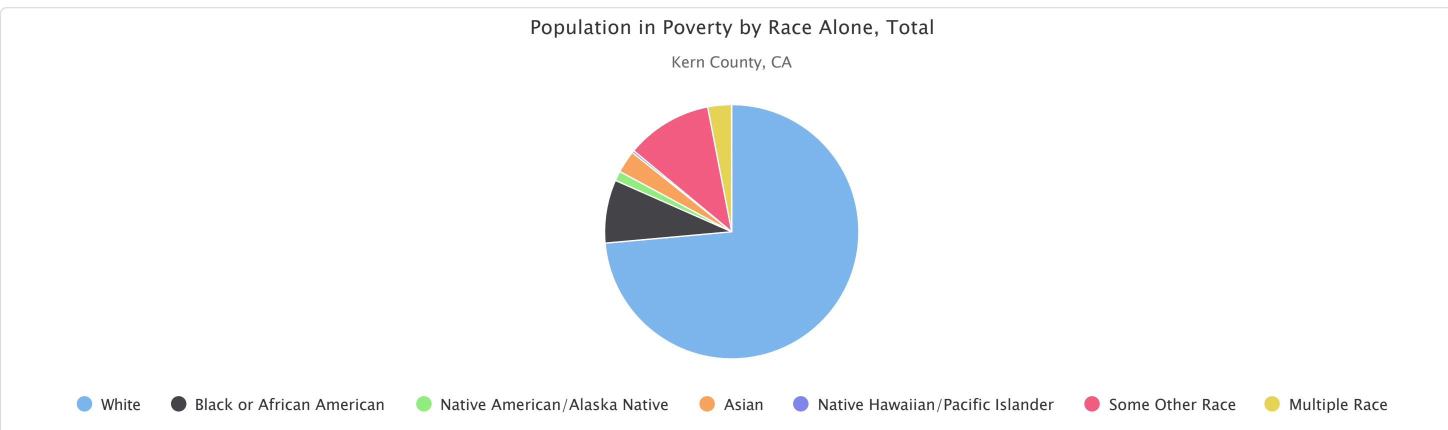
Population in Poverty Race Alone, Percent

Report Area	White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	21.98%	36.3%	25.37%	13.44%	39.04%	24.29%	21.13%
California	13.72%	23.21%	21.89%	11.21%	14.49%	21.8%	14.26%
United States	12.05%	25.19%	26.78%	11.93%	19.01%	23.85%	18.43%



Population in Poverty by Race Alone, Total

Report Area	White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	140,608	15,410	2,377	5,418	559	20,973	5,778
California	3,183,011	502,610	62,078	607,792	21,470	1,141,471	254,976
United States	27,607,156	9,807,009	681,207	2,011,217	104,944	3,638,390	1,800,422

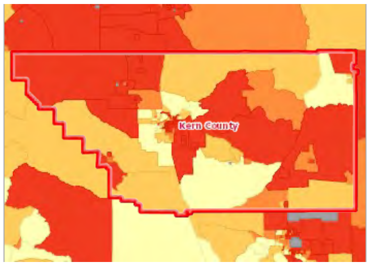


Families in Poverty by Family Type

The number of families in poverty by type are shown in the report area. According to ACS 2013-2017 5 year estimates for the report area, there were [36,944] families living in poverty.

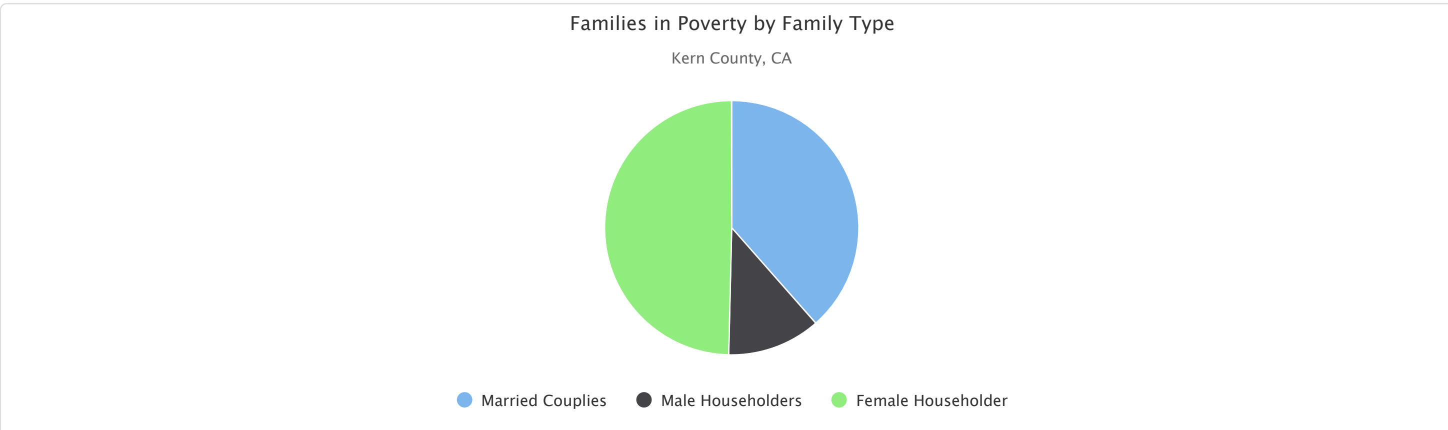
Report Area	Total Families	Families in Poverty Total	Families in Poverty Married Couples	Families in Poverty Male Householder	Families in Poverty Female Householder
Kern County, CA	198,056	36,944	14,227	4,387	18,330
California	8,862,523	986,374	424,040	116,220	446,114
United States	78,298,703	8,253,388	3,023,580	880,989	4,348,819

Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County



Married Family Households Living Below the Poverty Level, Percent by Tract, ACS 2013-17

- Over 9.0%
- 6.1 - 9.0%
- 3.1 - 6.0%
- Under 3.1%
- No Married Families Reported
- No Data or Data Suppressed
- Kern County, CA

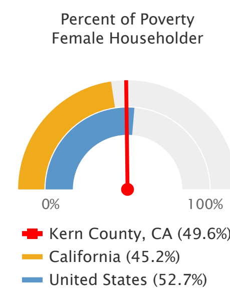


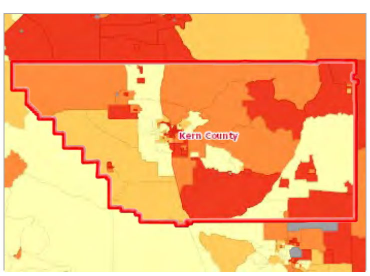
Family Poverty Rate by Family Type

The percentage of households in poverty by household type are shown for the report area. It is estimated that [18.7%] of all households were living in poverty within the report area, compared to the national average of 10.5%. Of the households in poverty, female headed households represented [49.6%] of all households in poverty, compared to [38.5%] and [11.9%] of households headed by males and married couples, respectively.

Report Area	Poverty Rate All Types	Percent of Poverty Married Couples	Percent of Poverty Male Householder	Percent of Poverty Female Householder
Kern County, CA	18.7%	38.5%	11.9%	**49.6%**
California	11.1%	43%	11.8%	45.2%
United States	10.5%	36.6%	10.7%	52.7%

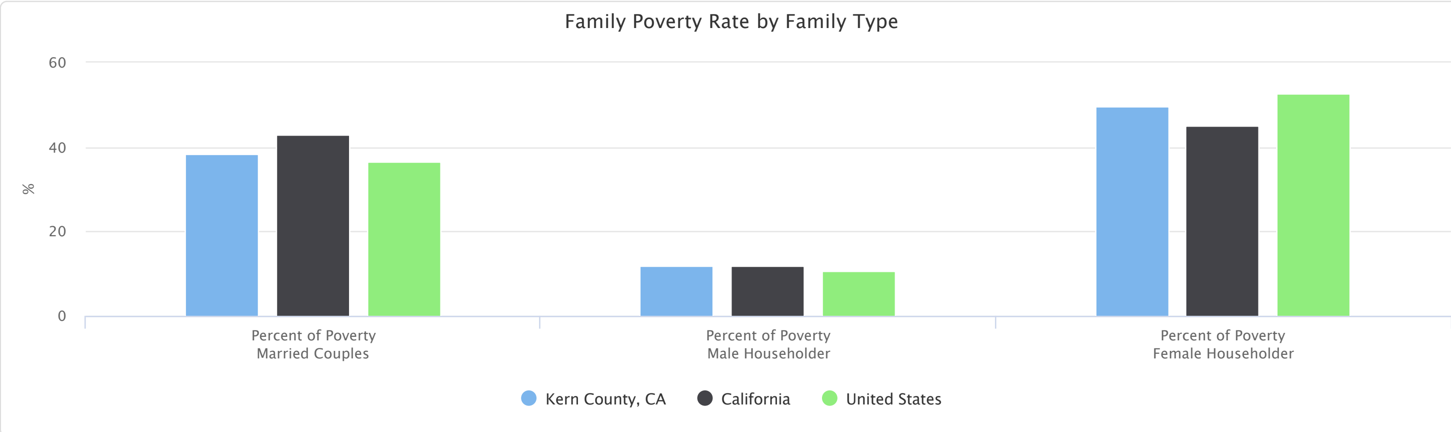
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County





Single Parent Family Households Living Below the Poverty Level, Percent by Tract, ACS 2013-17

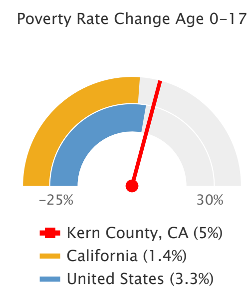
- Over 37.0%
- 30.1 - 37.0%
- 23.1 - 30.0%
- Under 23.1%
- No 1 Parent Households Reported
- No Data or Data Suppressed
- Kern County, CA



Poverty Rate Change (Age 0-17)

The poverty rate change for all children in the report area from 2000 to 2016 is shown below. According to the U.S. Census, the poverty rate for the area increased by [5%], compared to a national increase of 3.3%.

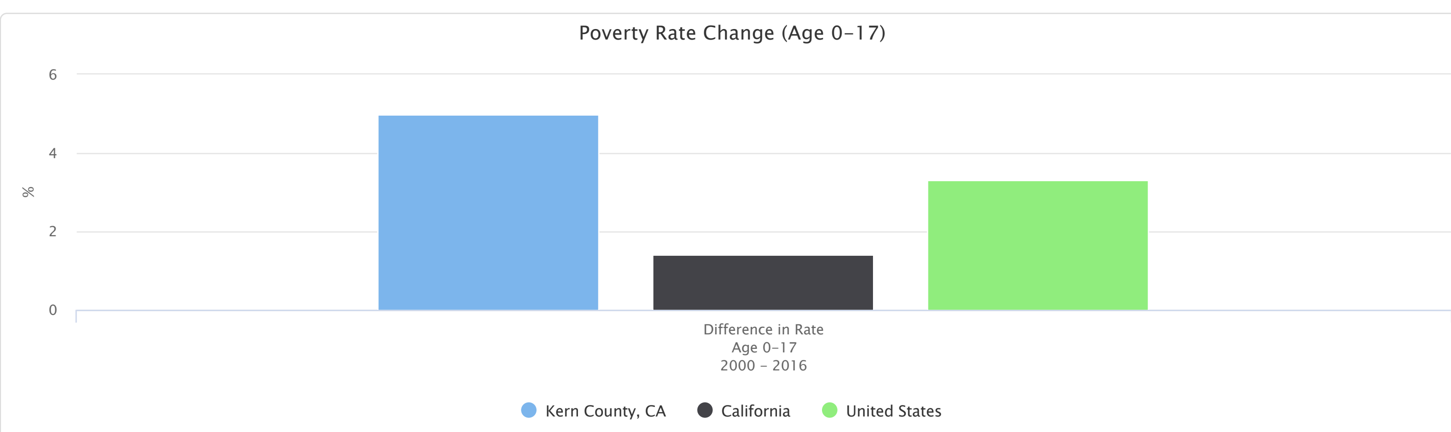
Report Area	Poverty Age 0-17 2000	Poverty Rate Age 0-17 2000	Poverty Age 0-17 2016	Poverty Rate Age 0-17 2016	Difference in Rate Age 0-17 2000 - 2016
Kern County, CA	54,836	26.1%	79,255	31.1%	5%
California	3,422,814	18.5%	3,565,525	19.9%	1.4%
United States	34,757,074	16.2%	42,341,696	19.5%	3.3%



Note: This indicator is compared to the state average.
Data Source: US Census Bureau, Small Area Income & Poverty Estimates. 2016. Source geography: County

Population Below the Poverty Level, Children (Age 0-18), Percent by County, SAIPE 2016

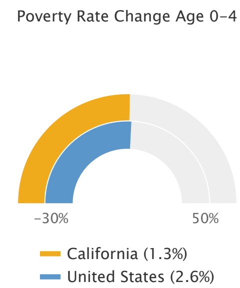
- Over 30.0%
- 25.1 - 30.0%
- 10.1 - 25.0%
- 15.1 - 20.0%
- Under 15.1%
- Kern County, CA



Poverty Rate Change (Age 0-4)

The poverty rate change for all children (age 0 - 4) in the report area from 2000 to 2016 is shown below. The U.S. Census Bureau's Small Area Income and Poverty Estimates only calculates poverty for this age on the state and national levels. The national poverty rate change for this age group increased by 2.6% over the described time period.

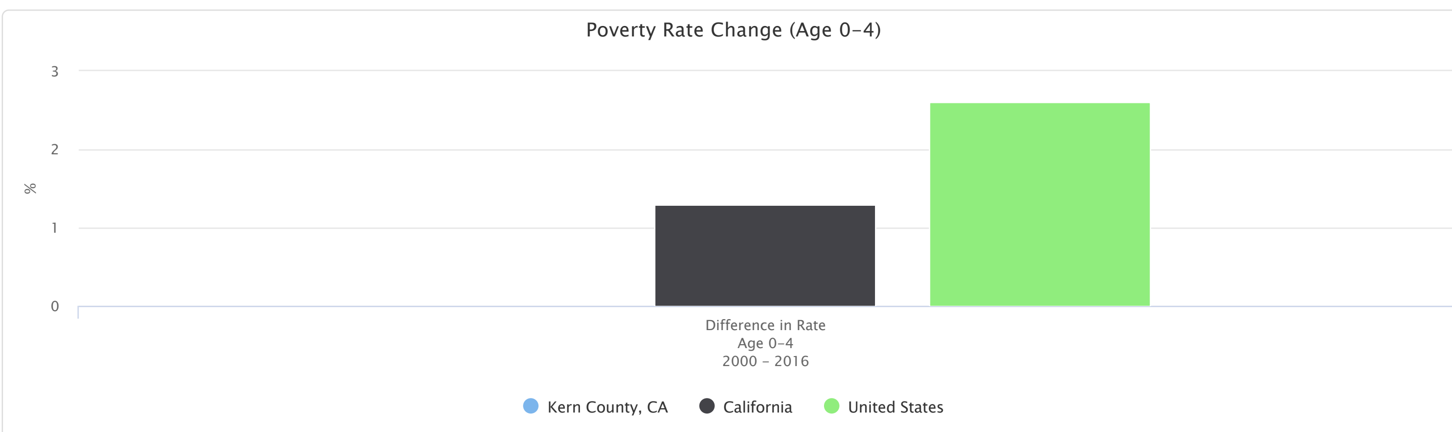
Report Area	Poverty Age 0-4 2000	Poverty Rate Age 0-4 2000	Poverty Age 0-4 2016	Poverty Rate Age 0-4 2016	Difference in Rate Age 0-4 2000 - 2016
Kern County, CA	No data	No data	No data	No data	No data
California	482,766	19.4%	502,432	20.7%	1.3%
United States	7,166,195	18.7%	8,313,896	21.3%	2.6%



Note: This indicator is compared to the state average.
Data Source: US Census Bureau, Small Area Income & Poverty Estimates. 2016. Source geography: State

Population Below the Poverty Level, Children (Age 0-4), Percent by State, SAIPE 2016

- Over 30.0%
- 25.1 - 30.0%
- 10.1 - 25.0%
- 15.1 - 20.0%
- Under 15.1%
- Kern County, CA



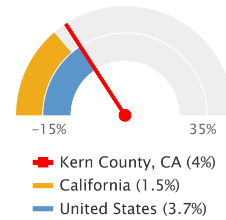
Poverty Rate Change (Age 5-17)

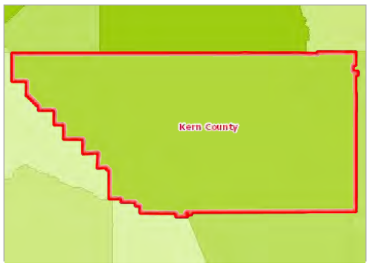
The poverty rate change for all children in the report area from 2000 to 2016 is shown below. According to the U.S. Census, the poverty rate for the area increased by [4%], compared to a national increase of 3.7%.

Report Area	Poverty Age 5-17 2000	Poverty Rate Age 5-17 2000	Poverty Age 5-17 2016	Poverty Rate Age 5-17 2016	Difference in Rate Age 5-17 2000 - 2016
Kern County, CA	38,526	25.3%	53,922	29.3%	4%
California	2,346,436	17.7%	2,485,560	19.2%	1.5%
United States	22,606,876	14.6%	28,941,885	18.3%	3.7%

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, Small Area Income & Poverty Estimates. 2016. Source geography: County

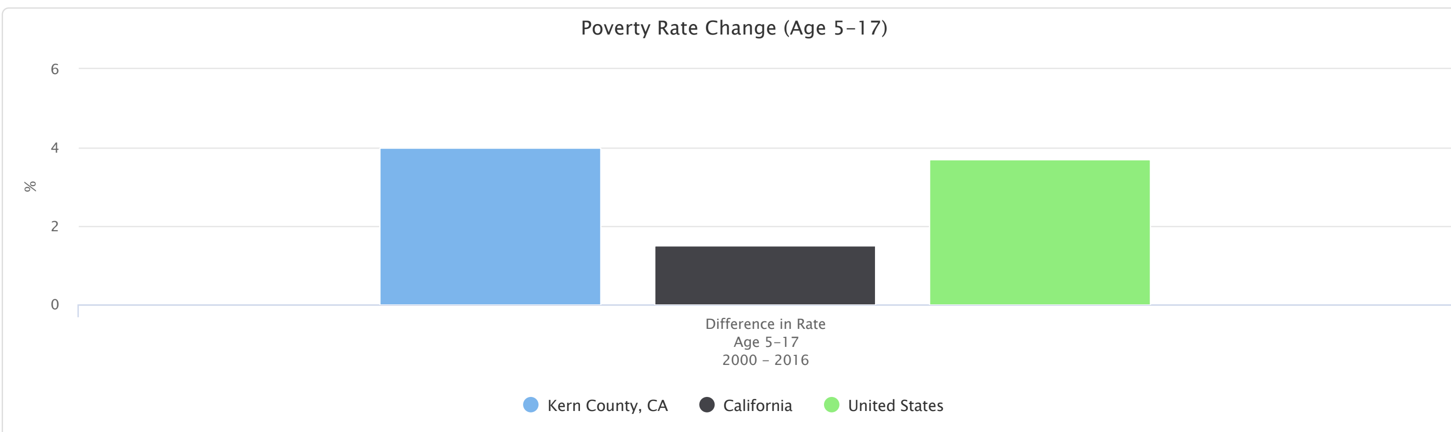
Poverty Rate Change Age5-17





Population Below the Poverty Level, Children (Age 5-17), Percent by County, SAIPE 2016

- Over 30.0%
- 25.1 - 30.0%
- 10.1 - 25.0%
- 15.1 - 20.0%
- Under 15.1%
- Kern County, CA



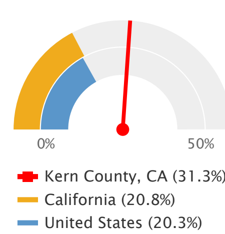
Child Poverty Rate (ACS) Ages 0-17

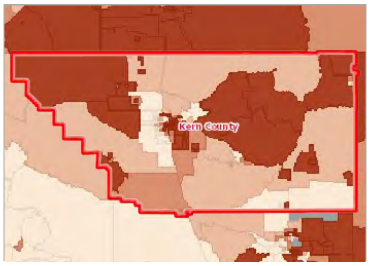
Population and poverty estimates for children age 0-17 are shown for the report area. According to the American Community Survey 5 year data, an average of [31.3%] percent of children lived in a state of poverty during the survey calendar year. The poverty rate for children living in the report area is greater than the national average of 20.3%.

Report Area	Ages 0-17 Total Population	Ages 0-17 In Poverty	Ages 0-17 Poverty Rate
Kern County, CA	253,373	79,380	31.3%
California	8,978,705	1,865,225	20.8%
United States	72,430,017	14,710,485	20.3%

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County

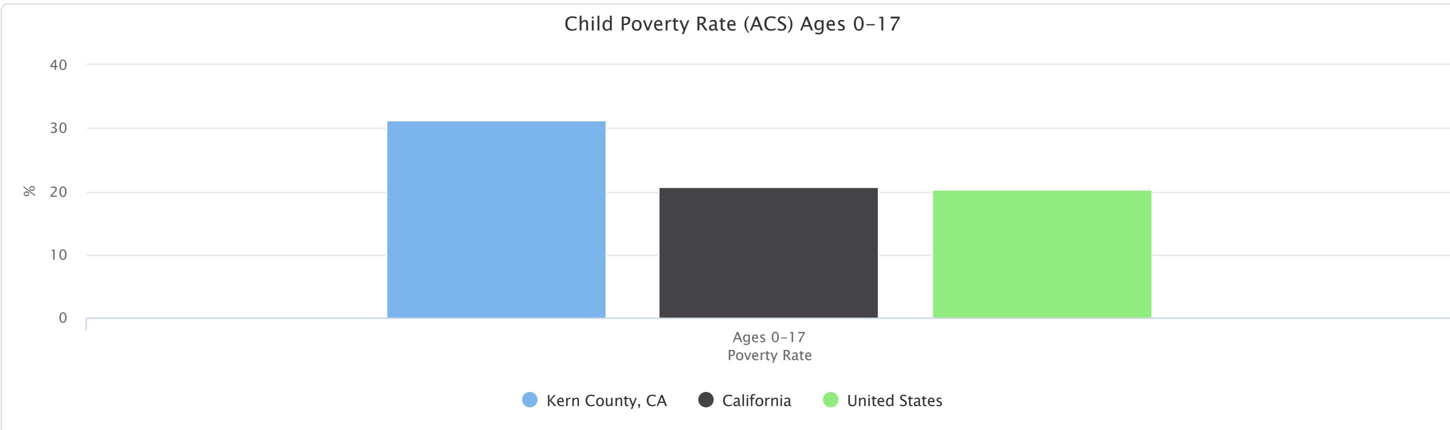
Ages 0-17 Poverty Rate





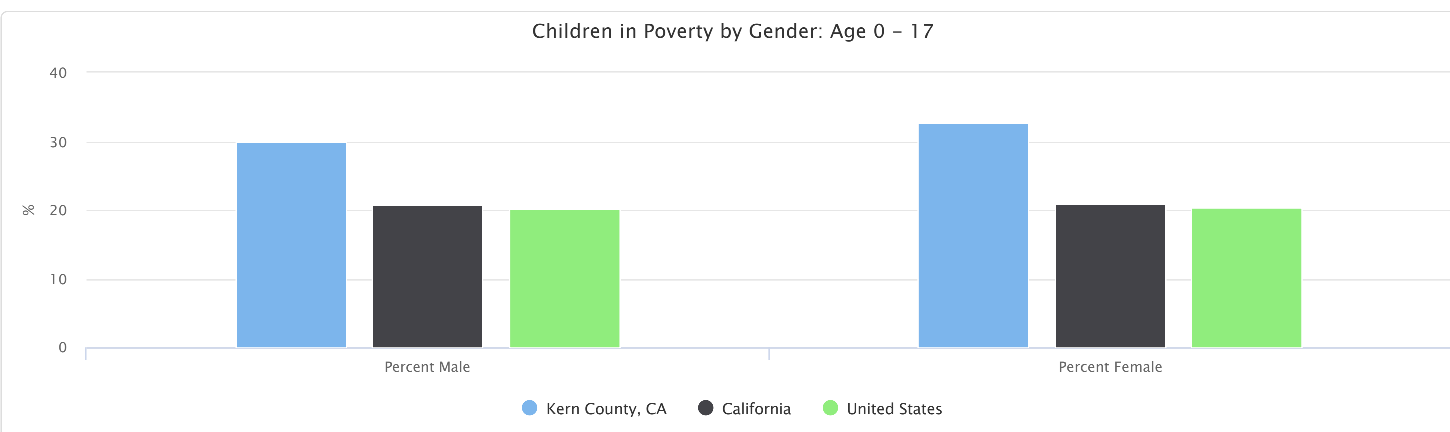
Population Below the Poverty Level, Children (Age 0-17), Percent by Tract, ACS 2013-17

- Over 30.0%
- 22.6 - 30.0%
- 15.1 - 22.5%
- Under 15.1%
- No Population Age 0-17 Reported
- No Data or Data Suppressed
- Kern County, CA



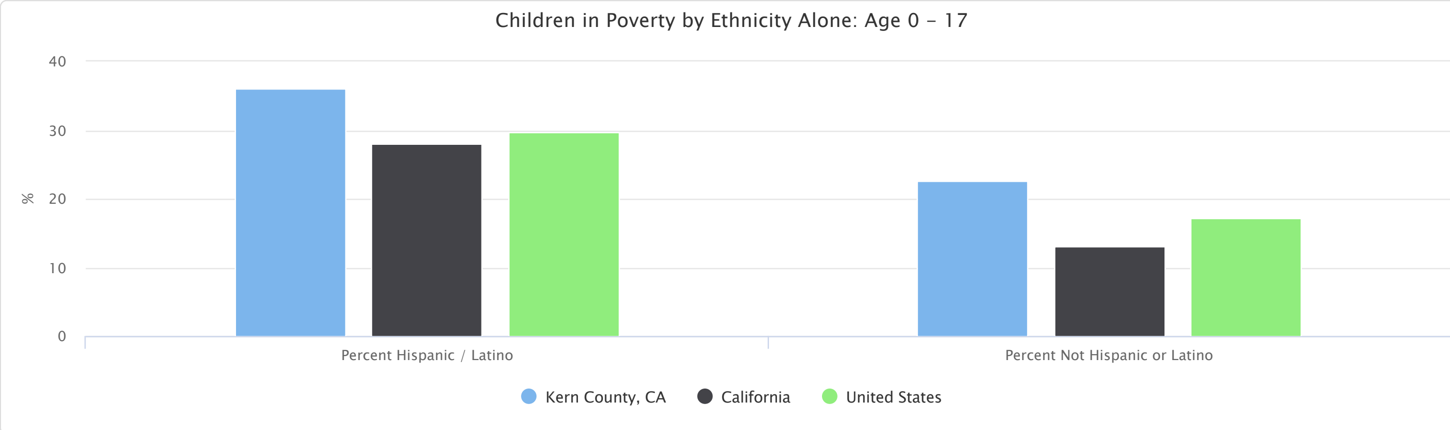
Children in Poverty by Gender: Age 0 - 17

Report Area	Total Male	Total Female	Percent Male	Percent Female
Kern County, CA	38,522	40,858	30%	32.69%
California	948,424	916,801	20.69%	20.86%
United States	7,474,519	7,235,966	20.21%	20.42%



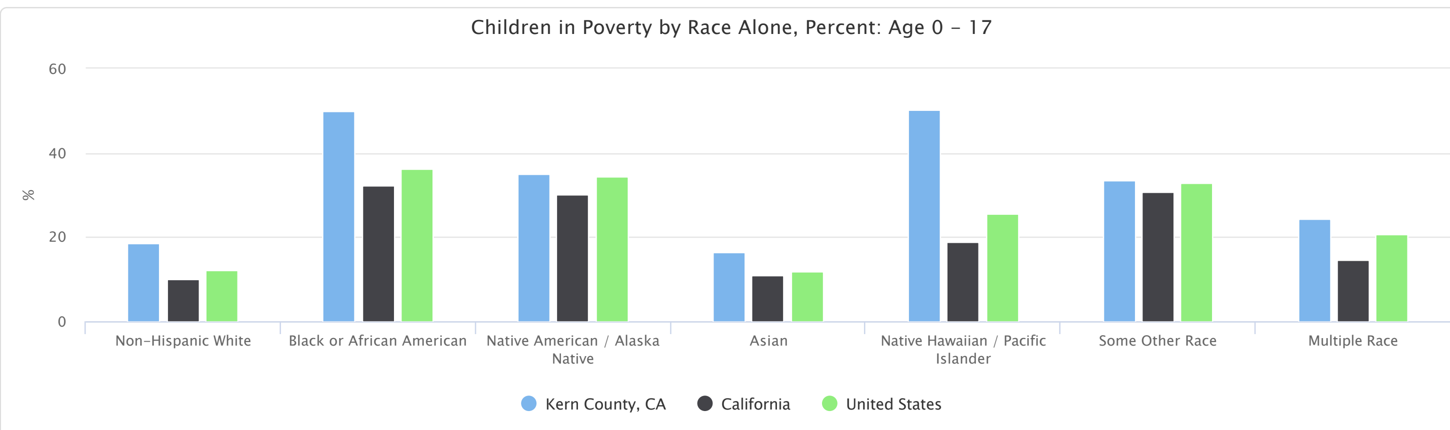
Children in Poverty by Ethnicity Alone: Age 0 - 17

Report Area	Total Hispanic / Latino	Total Not Hispanic / Latino	Percent Hispanic / Latino	Percent Not Hispanic or Latino
Kern County, CA	58,821	20,559	36.15%	22.68%
California	1,301,649	563,576	27.95%	13.04%
United States	5,322,391	9,388,094	29.74%	17.21%



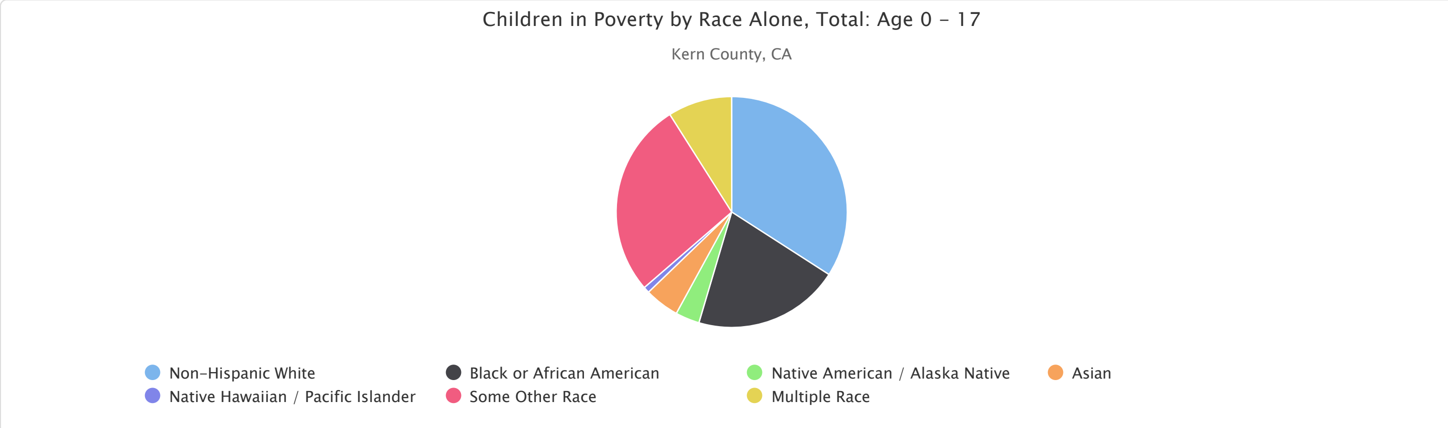
Children in Poverty by Race Alone, Percent: Age 0 - 17

Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	18.51%	49.96%	35.07%	16.46%	50.17%	33.38%	24.42%
California	9.94%	32.37%	30.18%	11.08%	18.9%	30.68%	14.62%
United States	12.18%	36.13%	34.31%	11.86%	25.5%	32.77%	20.63%



Children in Poverty by Race Alone, Total: Age 0 - 17

Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	11,342	6,807	1,123	1,609	288	9,093	2,989
California	232,714	158,003	20,576	112,080	6,312	470,305	115,209
United States	4,527,073	3,671,872	239,958	408,605	36,435	1,509,518	944,479

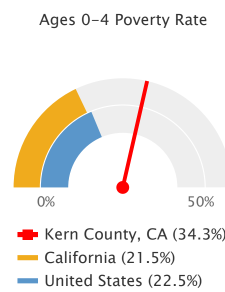


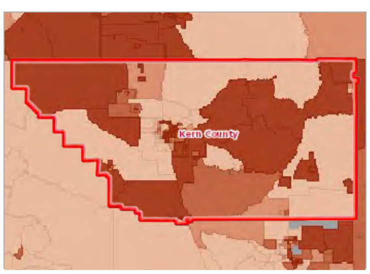
Child Poverty Rate (ACS) Ages 0-4

Population and poverty estimates for children age 0-4 are shown for the report area. According to the American Community Survey 5 year data, an average of [34.3%] percent of children lived in a state of poverty during the survey calendar year. The poverty rate for children living in the report area is greater than the national average of 22.5%.

Report Area	Ages 0-4 Total Population	Ages 0-4 In Poverty	Ages 0-4 Poverty Rate
Kern County, CA	70,698	24,224	**34.3%**
California	2,454,620	527,995	21.5%
United States	19,532,877	4,390,252	22.5%

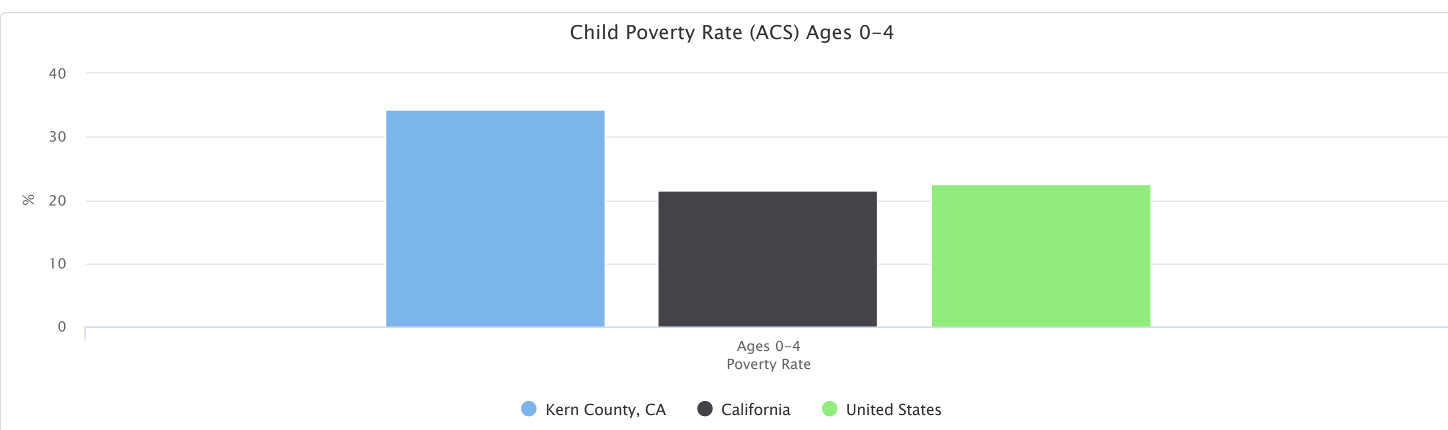
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County





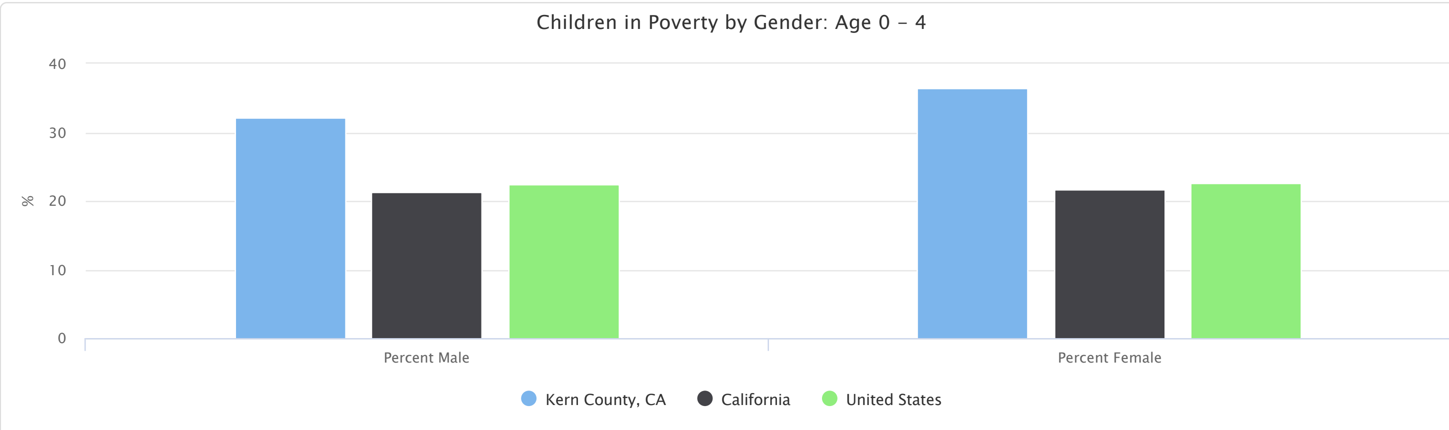
Population Below the Poverty Level, Children (Age 0-4), Percent by Tract, ACS 2013-17

- Over 37.0%
- 27.1 - 37.0%
- 17.1 - 27.0%
- Under 17.1%
- No Population Age 0-4 Reported
- No Data or Data Suppressed
- Kern County, CA



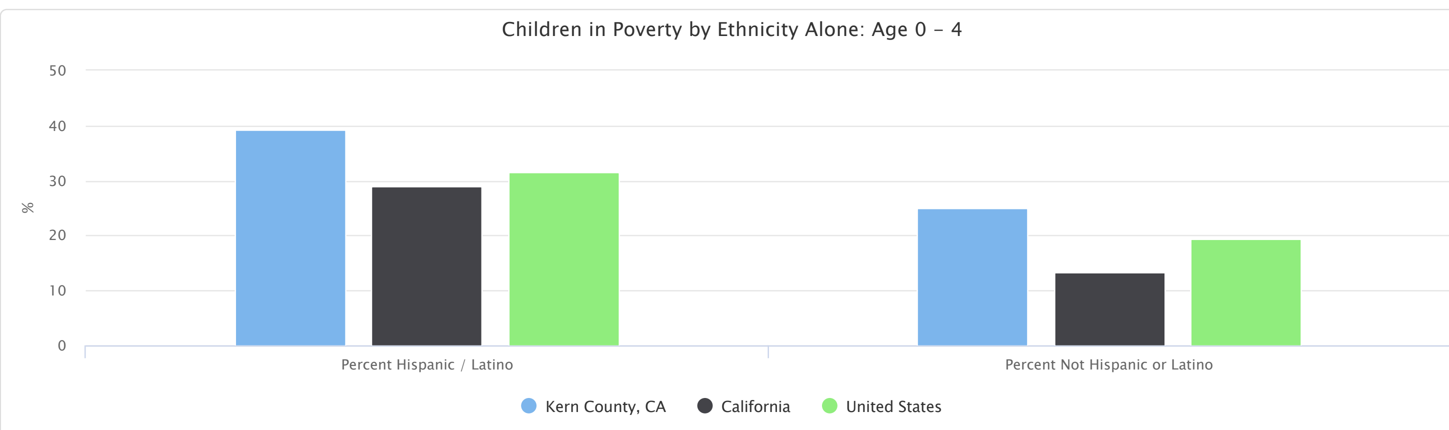
Children in Poverty by Gender: Age 0 - 4

Report Area	Total Male	Total Female	Percent Male	Percent Female
Kern County, CA	11,545	12,679	32.17%	36.42%
California	268,132	259,863	21.36%	21.67%
United States	2,234,987	2,155,265	22.38%	22.58%



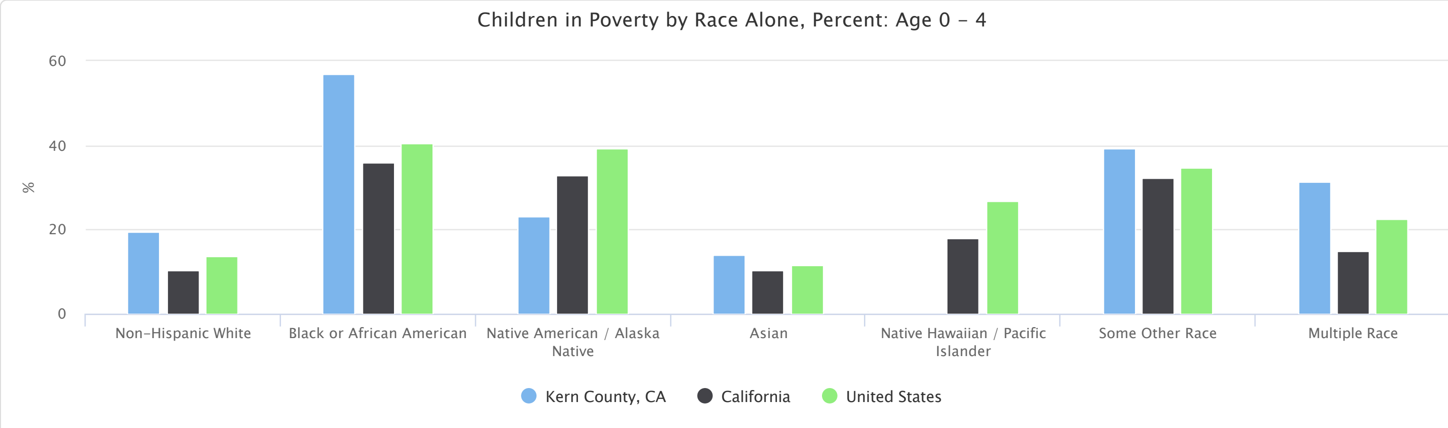
Children in Poverty by Ethnicity Alone: Age 0 - 4

Report Area	Total Hispanic / Latino	Total Not Hispanic / Latino	Percent Hispanic / Latino	Percent Not Hispanic or Latino
Kern County, CA	17,950	6,274	39.3%	25.07%
California	370,995	157,000	29.06%	13.33%
United States	1,595,668	2,794,584	31.59%	19.3%



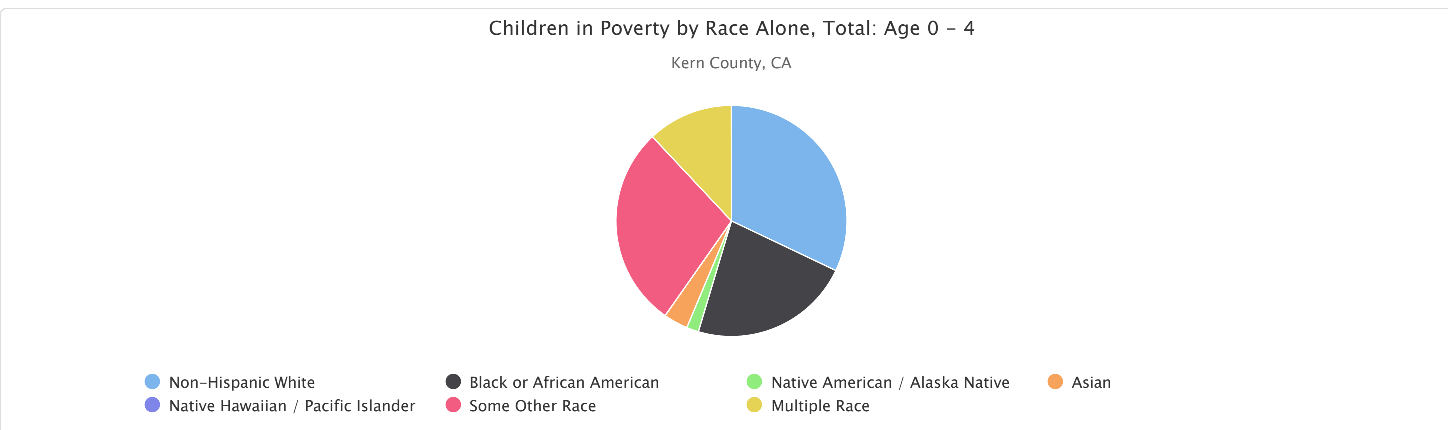
Children in Poverty by Race Alone, Percent: Age 0 - 4

Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	19.58%	57.01%	23.08%	14.09%	0%	39.2%	31.4%
California	10.24%	35.89%	32.88%	10.33%	18.05%	32.32%	15.07%
United States	13.66%	40.64%	39.26%	11.6%	26.88%	34.58%	22.55%



Children in Poverty by Race Alone, Total: Age 0 - 4

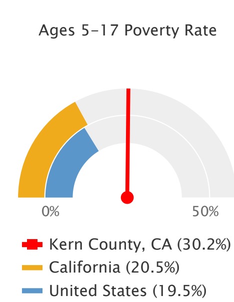
Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	3,309	2,329	174	353	0	2,918	1,237
California	64,687	46,458	5,718	27,856	1,671	132,941	37,988
United States	1,325,784	1,105,184	71,107	106,215	10,426	435,036	331,852



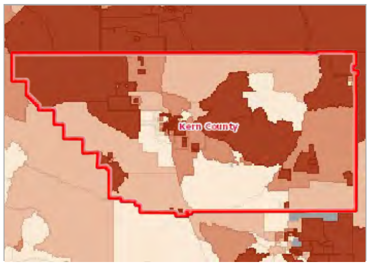
Child Poverty Rate (ACS) Ages 5-17

Population and poverty estimates for children age 5-17 are shown for the report area. According to the American Community Survey 5 year data, an average of [30.2%] percent of children lived in a state of poverty during the survey calendar year. The poverty rate for children living in the report area is less than the national average of 19.5%.

Report Area	Ages 5-17 Total Population	Ages 5-17 In Poverty	Ages 5-17 Poverty Rate
Kern County, CA	182,675	55,156	30.2%
California	6,524,085	1,337,230	20.5%
United States	52,897,140	10,320,233	19.5%

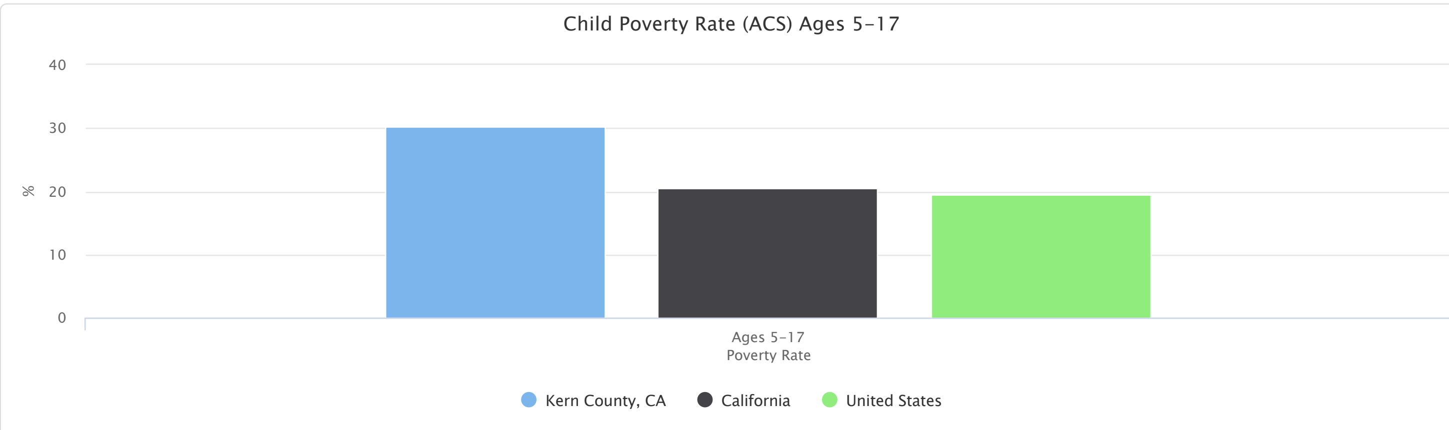


Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County



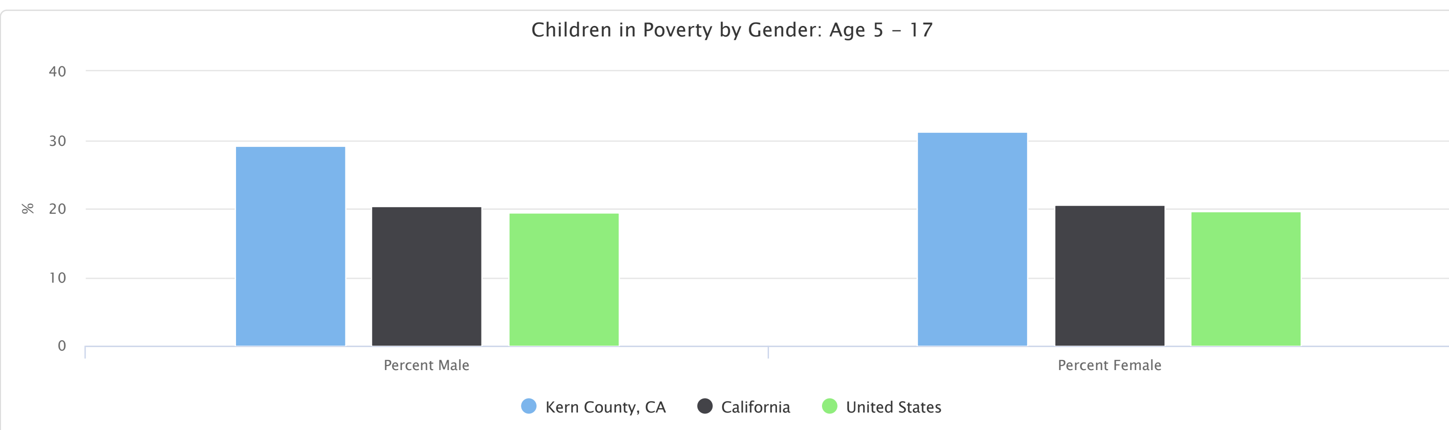
Population Below the Poverty Level, Children (Age 5-17), Percent by Tract, ACS 2013-17

- Over 29.0%
- 21.1 - 29.0%
- 13.1 - 21.0%
- Under 13.1%
- No Population Age 5-17 Reported
- No Data or Data Suppressed
- Kern County, CA



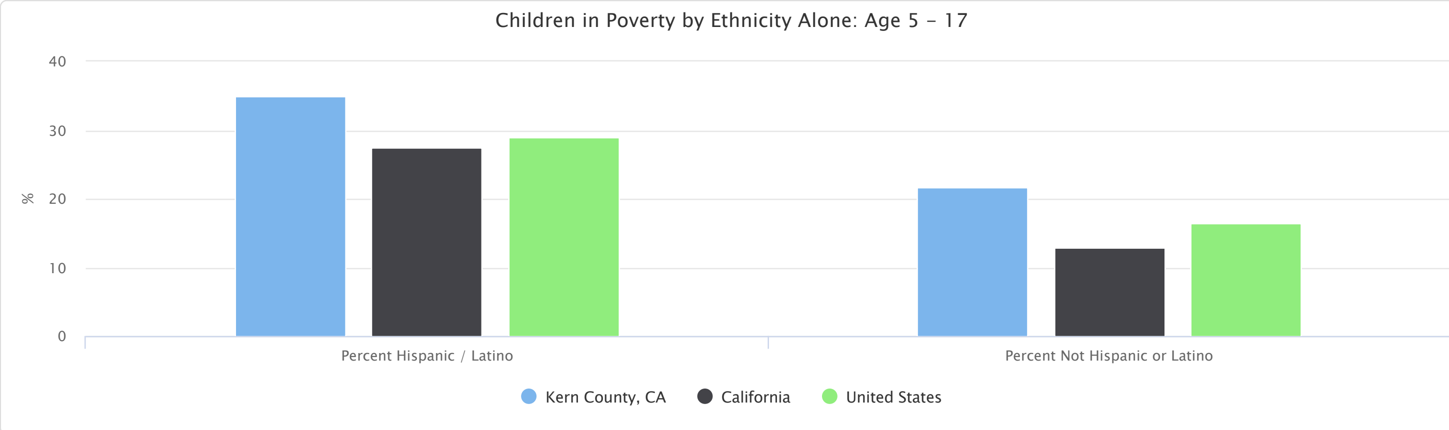
Children in Poverty by Gender: Age 5 - 17

Report Area	Total Male	Total Female	Percent Male	Percent Female
Kern County, CA	26,977	28,179	29.16%	31.25%
California	680,292	656,938	20.44%	20.55%
United States	5,239,532	5,080,701	19.41%	19.62%



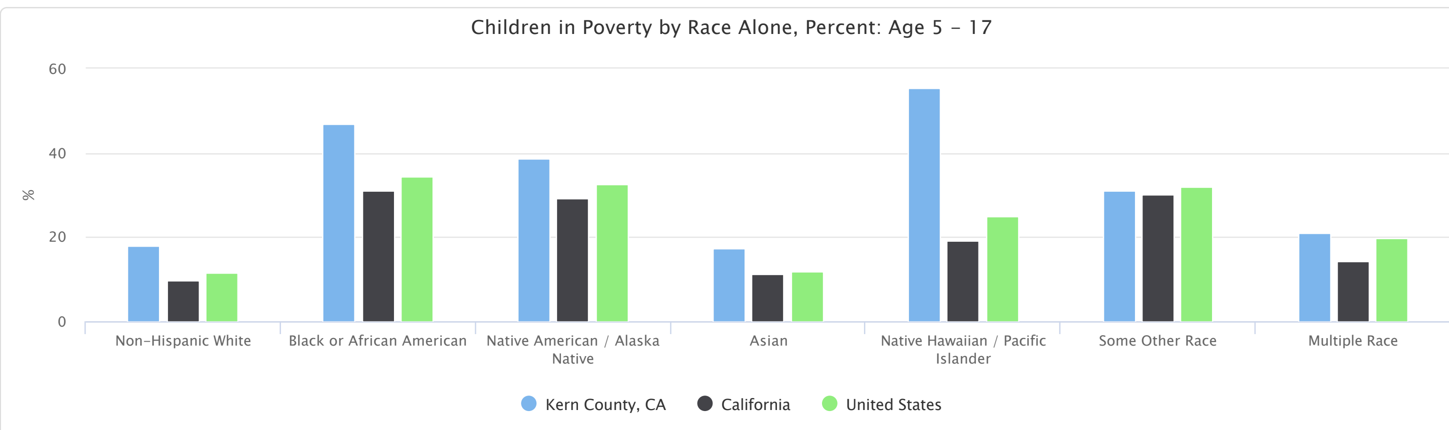
Children in Poverty by Ethnicity Alone: Age 5 - 17

Report Area	Total Hispanic / Latino	Total Not Hispanic / Latino	Percent Hispanic / Latino	Percent Not Hispanic or Latino
Kern County, CA	40,871	14,285	34.92%	21.76%
California	930,654	406,576	27.54%	12.93%
United States	3,726,723	6,593,510	29.02%	16.46%



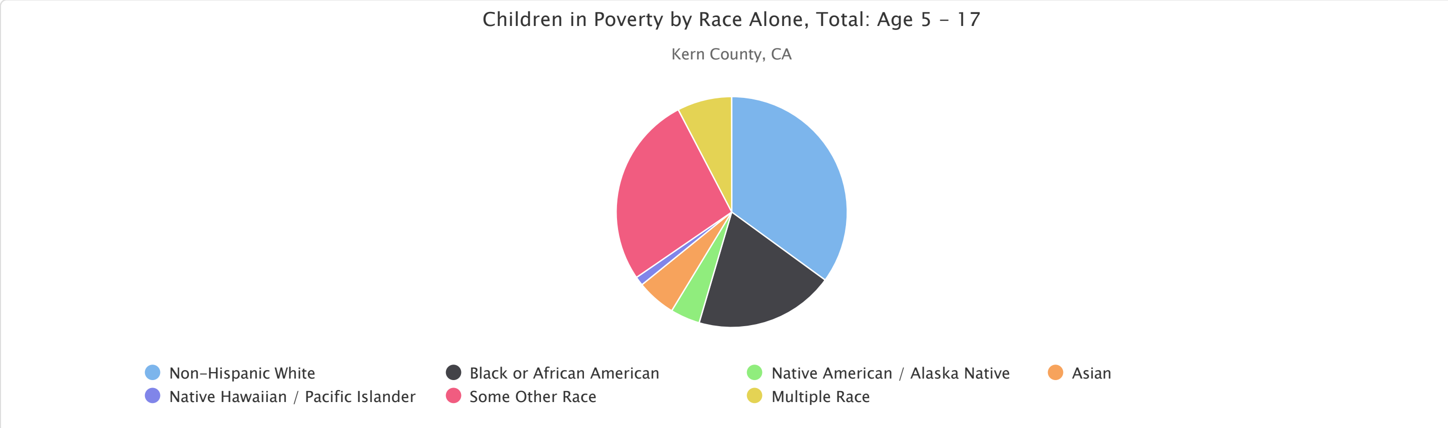
Children in Poverty by Race Alone, Percent: Age 5 - 17

Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	18.11%	46.94%	38.77%	17.28%	55.49%	31.2%	21.11%
California	9.83%	31.1%	29.26%	11.36%	19.23%	30.08%	14.41%
United States	11.66%	34.48%	32.58%	11.95%	24.98%	32.09%	19.72%



Children in Poverty by Race Alone, Total: Age 5 - 17

Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	8,033	4,478	949	1,256	288	6,175	1,752
California	168,027	111,545	14,858	84,224	4,641	337,364	77,221
United States	3,201,289	2,566,688	168,851	302,390	26,009	1,074,482	612,627

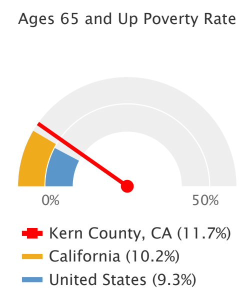


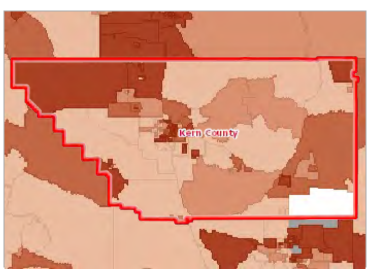
Seniors in Poverty

Poverty rates for seniors (persons age 65 and over) are shown below. According to American Community Survey estimates, there were [10,278] seniors, or [11.7%], living in poverty within the report area.

Report Area	Ages 65 and Up Total Population	Ages 65 and Up In Poverty	Ages 65 and Up Poverty Rate
Kern County, CA	87,520	10,278	11.7%
California	5,052,887	517,358	10.2%
United States	46,424,881	4,317,192	9.3%

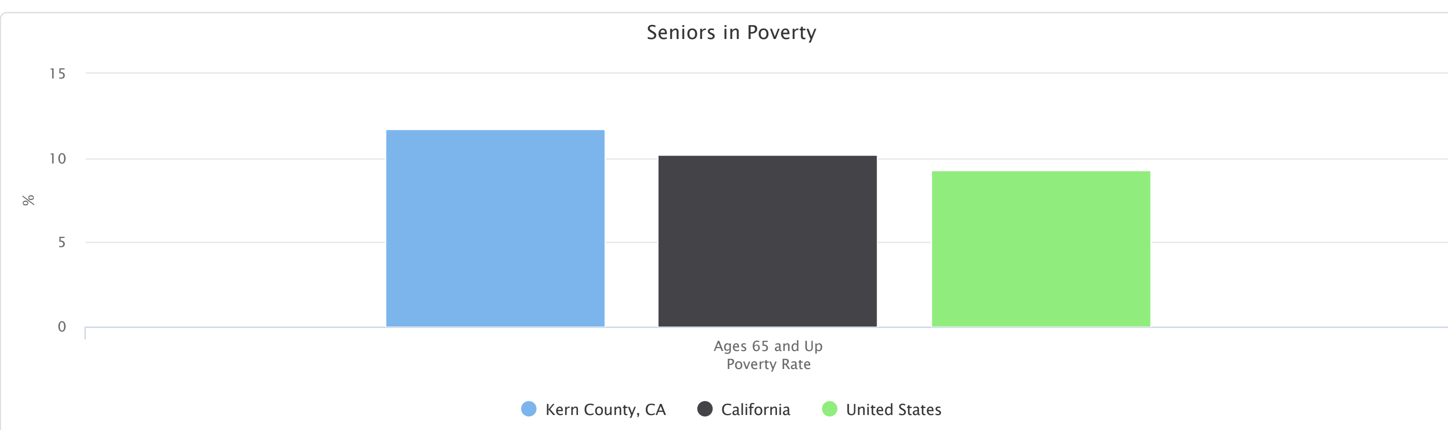
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: county





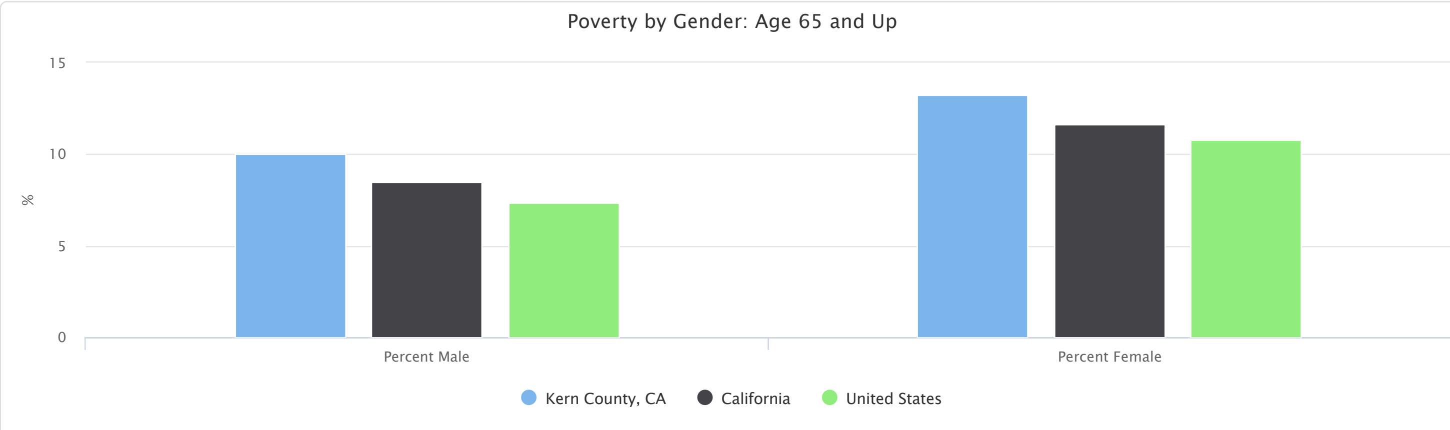
Population Below the Poverty Level, Senior (Age 65+), Percent by Tract, ACS 2013-17

- Over 17.0%
- 12.1 - 17.0%
- 7.1 - 12.0%
- Under 7.1%
- No Population Age 65+ Reported
- No Data or Data Suppressed
- Kern County, CA



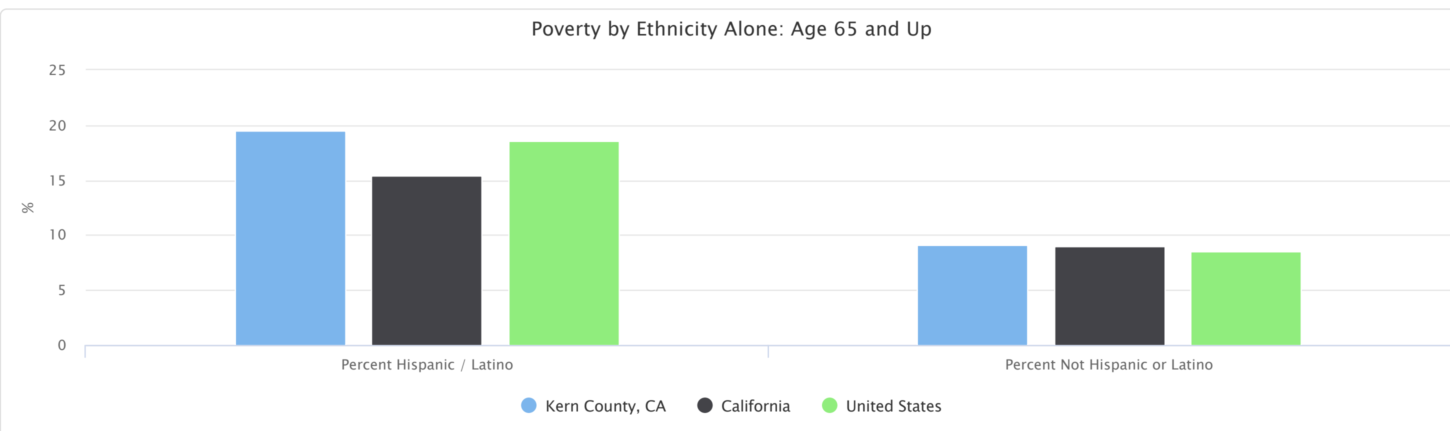
Poverty by Gender: Age 65 and Up

Report Area	Total Male	Total Female	Percent Male	Percent Female
Kern County, CA	4,016	6,262	10%	13.22%
California	190,349	327,009	8.49%	11.63%
United States	1,524,034	2,793,158	7.39%	10.82%



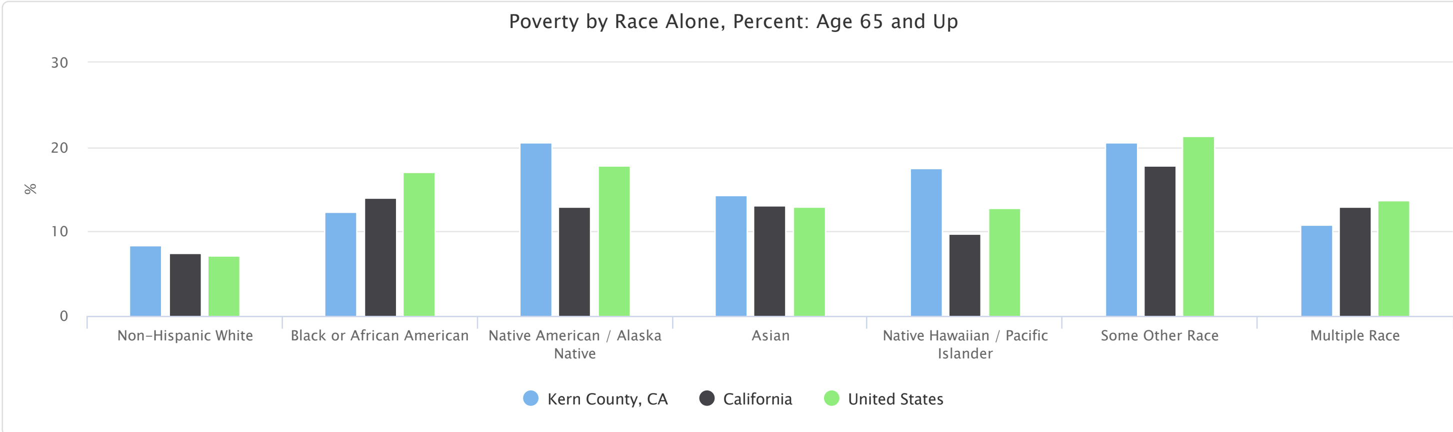
Poverty by Ethnicity Alone: Age 65 and Up

Report Area	Total Hispanic / Latino	Total Not Hispanic / Latino	Percent Hispanic / Latino	Percent Not Hispanic or Latino
Kern County, CA	4,343	5,935	19.52%	9.09%
California	150,216	367,142	15.39%	9.01%
United States	685,071	3,632,121	18.59%	8.5%



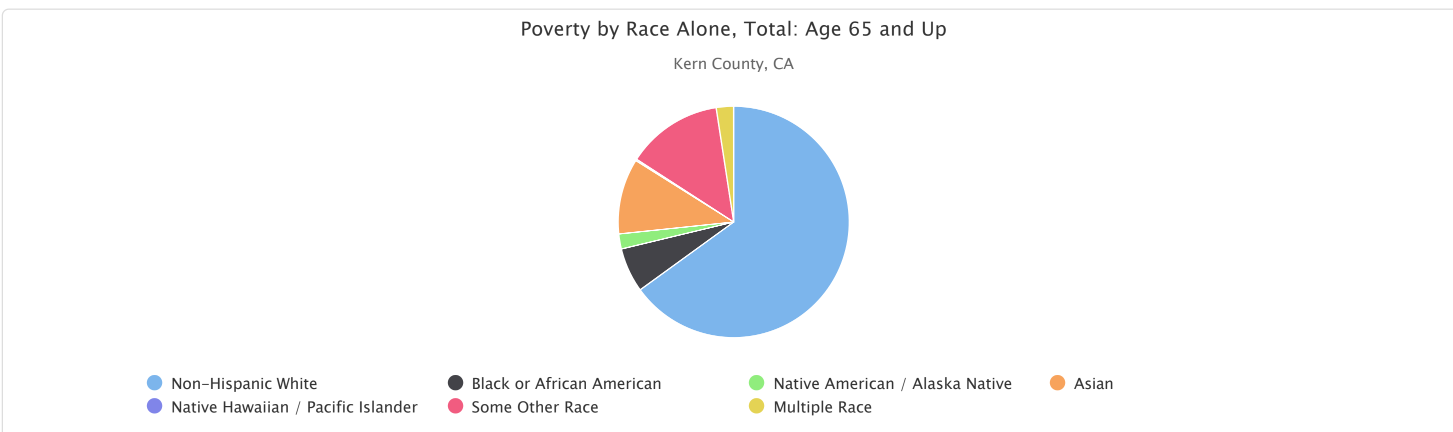
Poverty by Race Alone, Percent: Age 65 and Up

Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	8.33%	12.34%	20.61%	14.29%	17.44%	20.63%	10.88%
California	7.43%	14.02%	12.88%	13.05%	9.77%	17.81%	12.98%
United States	7.21%	17.1%	17.89%	12.9%	12.77%	21.37%	13.72%



Poverty by Race Alone, Total: Age 65 and Up

Report Area	Non-Hispanic White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
Kern County, CA	4,571	438	148	742	15	946	170
California	220,018	36,089	3,748	99,749	1,299	51,514	12,024
United States	2,599,536	701,062	43,755	254,676	5,619	170,766	66,818



Employment

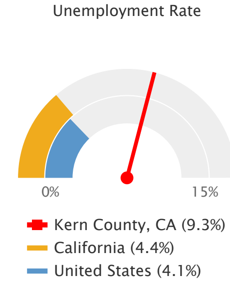
Current Unemployment

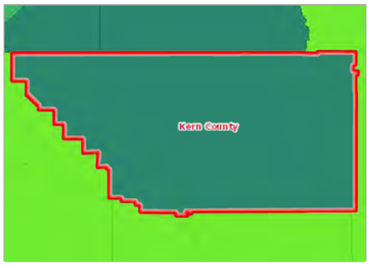
Labor force, employment, and unemployment data for each county in the report area is provided in the table below. Overall, the report area experienced an average 9.3% percent unemployment rate in February 2019.

Report Area	Labor Force	Number Employed	Number Unemployed	Unemployment Rate
Kern County, CA	395,762	358,948	36,814	9.3%
California	19,592,703	18,725,148	867,555	4.4%
United States	163,863,785	157,143,138	6,720,647	4.1%

Note: This indicator is compared to the state average.
Data Source: US Department of Labor, Bureau of Labor Statistics. 2019 - February. Source geography: County

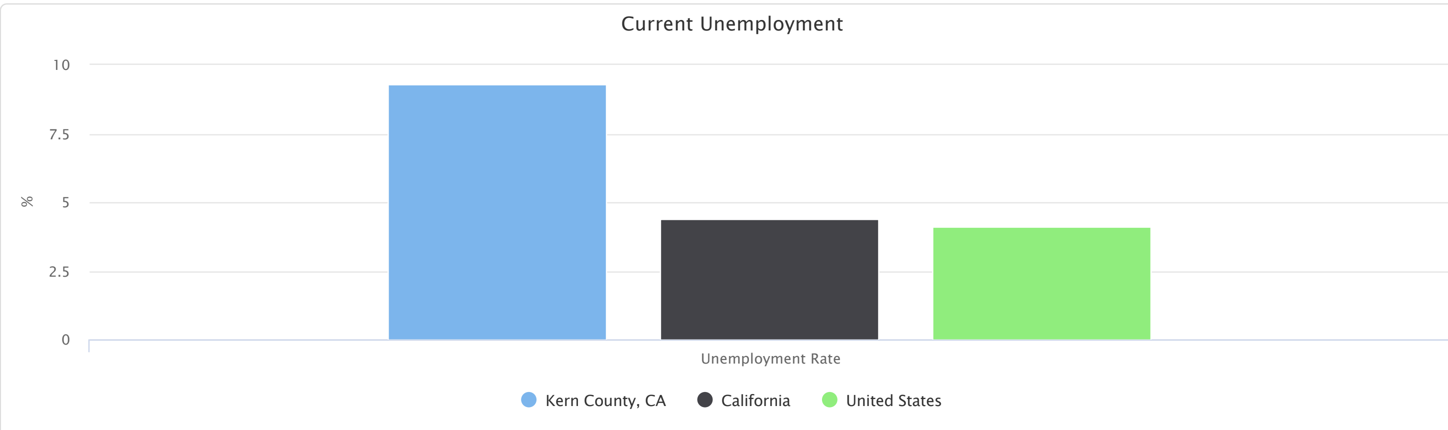
Unemployment Rate





Unemployment, Rate by County, BLS 2019 - February

- Over 12.0%
- 9.1 - 12.0%
- 6.1 - 9.0%
- 3.1 - 6.0%
- Under 3.1%
- Kern County, CA

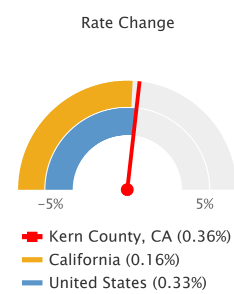


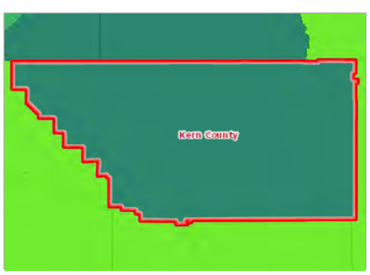
Unemployment Change

Unemployment change within the report area from February 2018 to February 2019 is shown in the chart below. According to the U.S. Department of Labor, unemployment for this thirteen month period fell from 9.66% to 9.3%.

Report Area	Unemployment February 2018	Unemployment February 2019	Unemployment Rate February 2018	Unemployment Rate February 2019	Rate Change
Kern County, CA	37,116	36,814	9.66%	9.3%	**0.36%**
California	887,199	867,555	4.59%	4.43%	0.16%
United States	7,180,812	6,720,647	4.43%	4.1%	0.33%

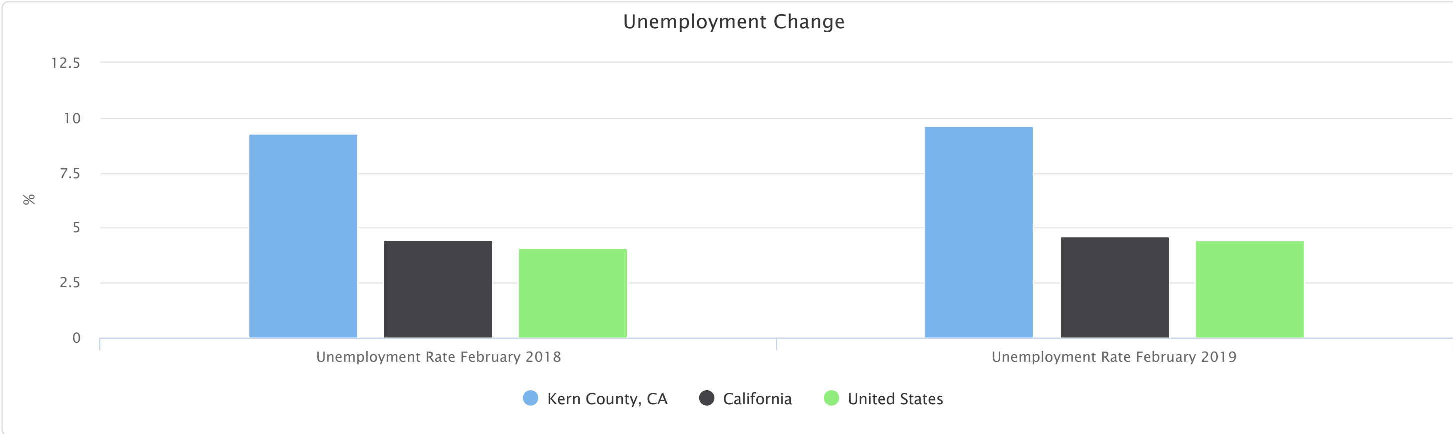
Note: This indicator is compared to the state average.
Data Source: US Department of Labor, Bureau of Labor Statistics. 2019 - February. Source geography: County





Unemployment, Rate by County, BLS 2019 - February

- Over 12.0%
- 9.1 - 12.0%
- 6.1 - 9.0%
- 3.1 - 6.0%
- Under 3.1%
- Kern County, CA



Household Income

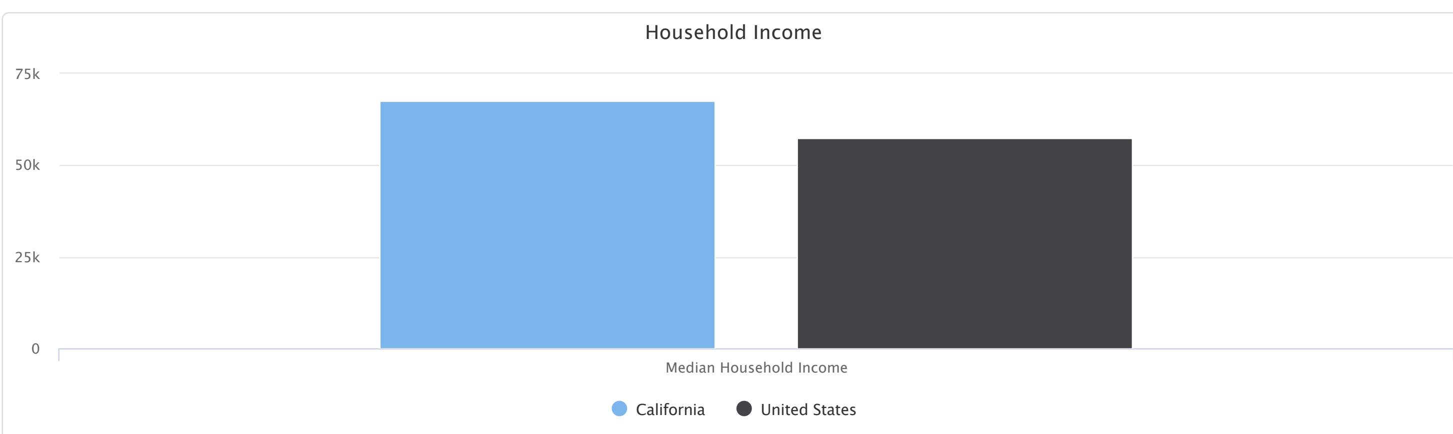
Median annual household incomes in the report area for 2016 are shown in the table below. Since this reports a median amount, a "Report Area" value is not able to be calculated.

Report Area	Estimated Population	Median Household Income
Kern County, CA	871,337	$49,812.00
California	38,654,206	$67,715.00
United States	318,558,162	$57,617.00

Data Source: US Census Bureau, Small Area Income & Poverty Estimates. 2016. Source geography: County

Median Household Income by County, SAIPE 2016

- Over $70,000
- $50,001 - $70,000
- $40,001 - $50,000
- Under $40,001
- Kern County, CA

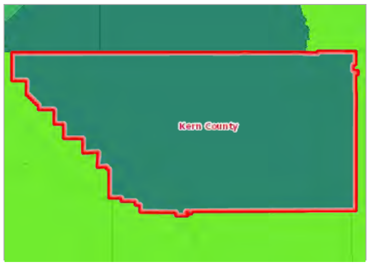


Thirteen Month Unemployment Rates

Unemployment change within the report area from February 2018 to February 2019 is shown in the chart below. According to the U.S. Department of Labor, unemployment for this thirteen month period fell from 9.7% to 9.3%.

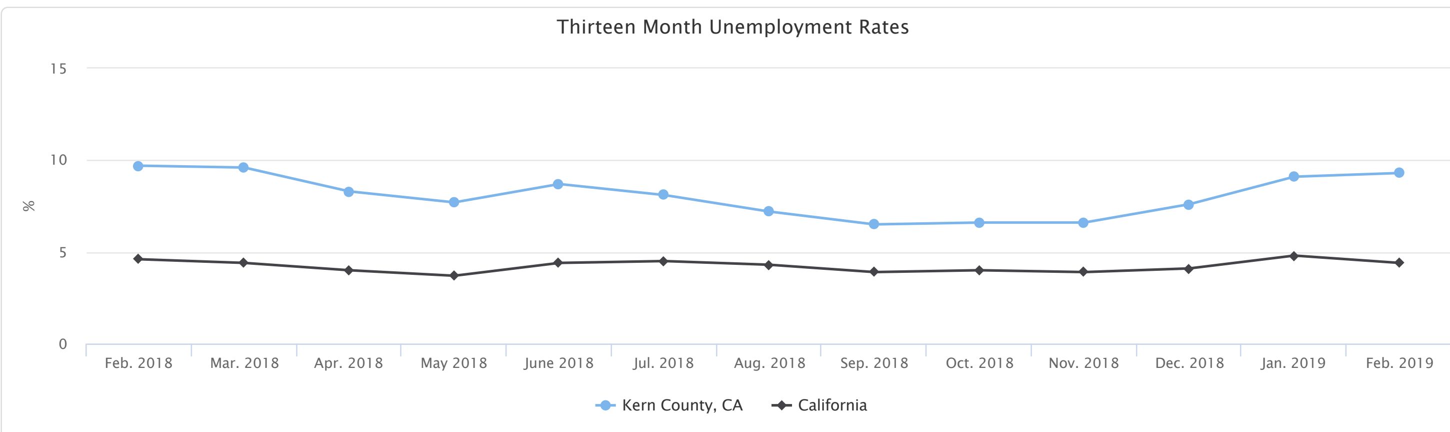
Report Area	Feb. 2018	Mar. 2018	Apr. 2018	May 2018	June 2018	Jul. 2018	Aug. 2018	Sep. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Jan. 2019	Feb. 2019
Kern County, CA	9.7%	9.6%	8.3%	7.7%	8.7%	8.1%	7.2%	6.5%	6.6%	6.6%	7.6%	9.1%	9.3%
California	4.6%	4.4%	4%	3.7%	4.4%	4.5%	4.3%	3.9%	4%	3.9%	4.1%	4.8%	4.4%

Data Source: US Department of Labor, Bureau of Labor Statistics. 2019 - February. Source geography: County



Unemployment, Rate by County, BLS 2019 - February

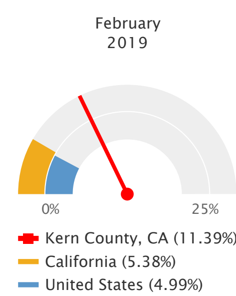
- Over 12.0%
- 9.1 - 12.0%
- 6.1 - 9.0%
- 3.1 - 6.0%
- Under 3.1%
- Kern County, CA



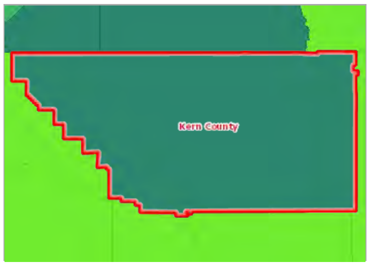
Five Year Unemployment Rate

Unemployment change within the report area from February 2015 to February 2019 is shown in the chart below. According to the U.S. Department of Labor, unemployment for this five year period fell from 13.46% to 11.39%.

Report Area	February 2015	February 2016	February 2017	February 2018	February 2019
Kern County, CA	13.46%	12.2%	11.28%	11.45%	11.39%
California	9.69%	8.36%	6.84%	5.75%	5.38%
United States	8.12%	7.08%	5.86%	5.24%	4.99%

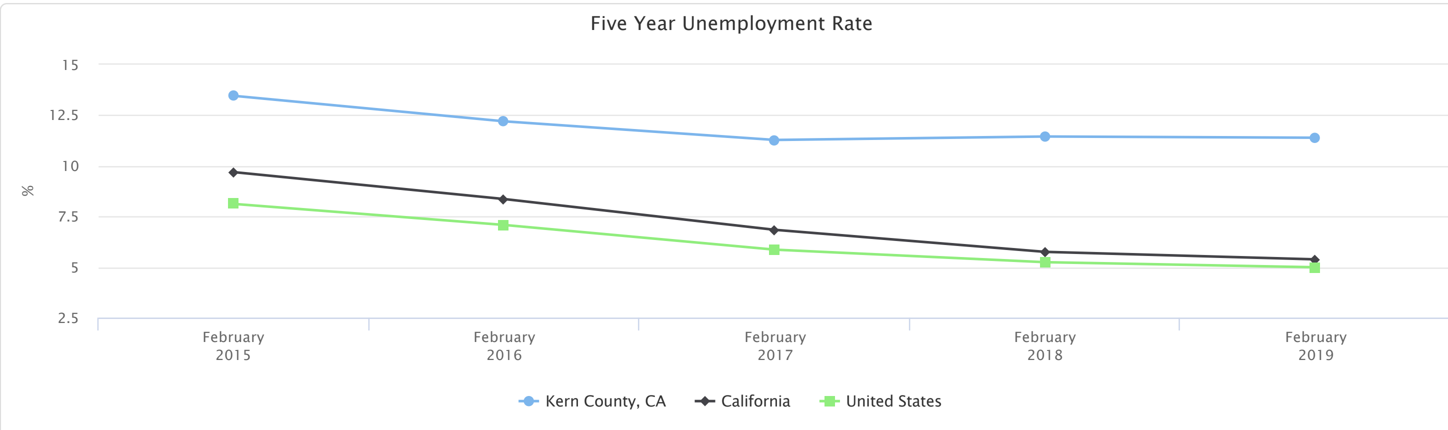


Note: This indicator is compared to the state average.
Data Source: US Department of Labor, Bureau of Labor Statistics. 2019 - February. Source geography: County



Unemployment, Rate by County, BLS 2019 - February

- Over 12.0%
- 9.1 - 12.0%
- 6.1 - 9.0%
- 3.1 - 6.0%
- Under 3.1%
- Kern County, CA

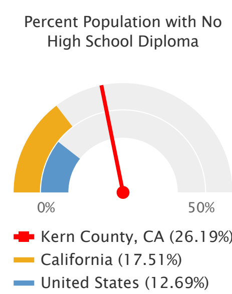


Education

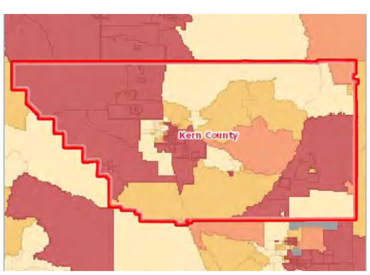
Educational Attainment

Educational Attainment shows the distribution of educational attainment levels in the report area. Educational attainment is calculated for persons over 25, and is an estimated average for the period from 2013 to 2017.

Report Area	Percent No High School Diploma	Percent High School Only	Percent Some College	Percent Associates Degree	Percent Bachelors Degree	Percent Graduate or Professional Degree
Kern County, CA	26.19%	27.7%	23.1%	7.2%	10.6%	5.2%
California	17.51%	20.6%	21.5%	7.8%	20.4%	12.2%
United States	12.69%	27.3%	20.8%	8.3%	19.1%	11.8%

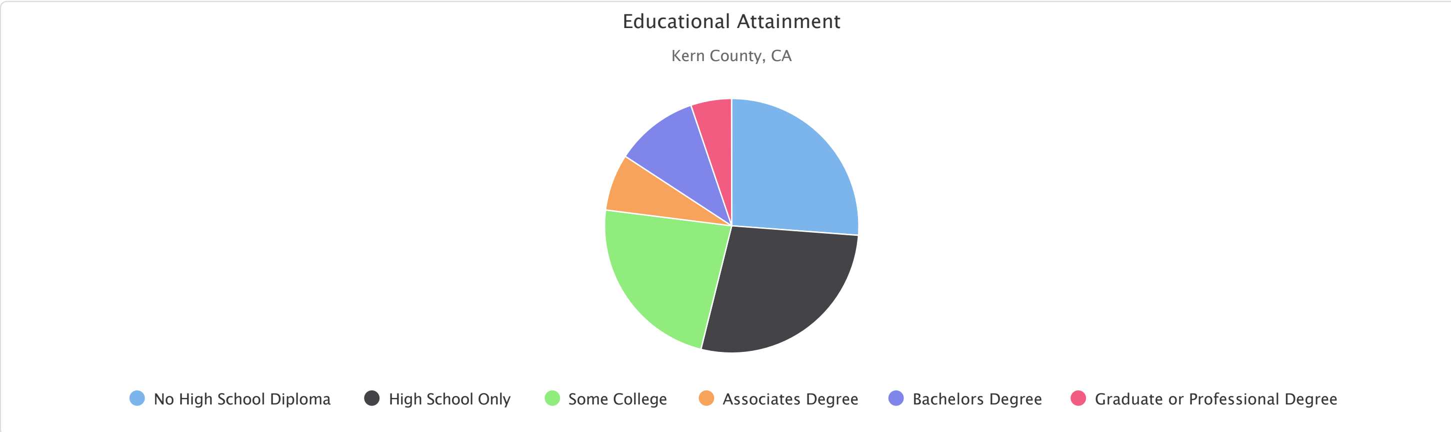


Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County



Population with No High School Diploma (Age 18+), Percent by Tract, ACS 2013-17

- Over 21.0%
- 16.1 - 21.0%
- 11.1 - 16.0%
- Under 11.1%
- No Data or Data Suppressed
- Kern County, CA

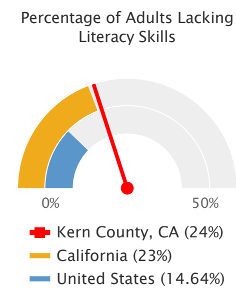


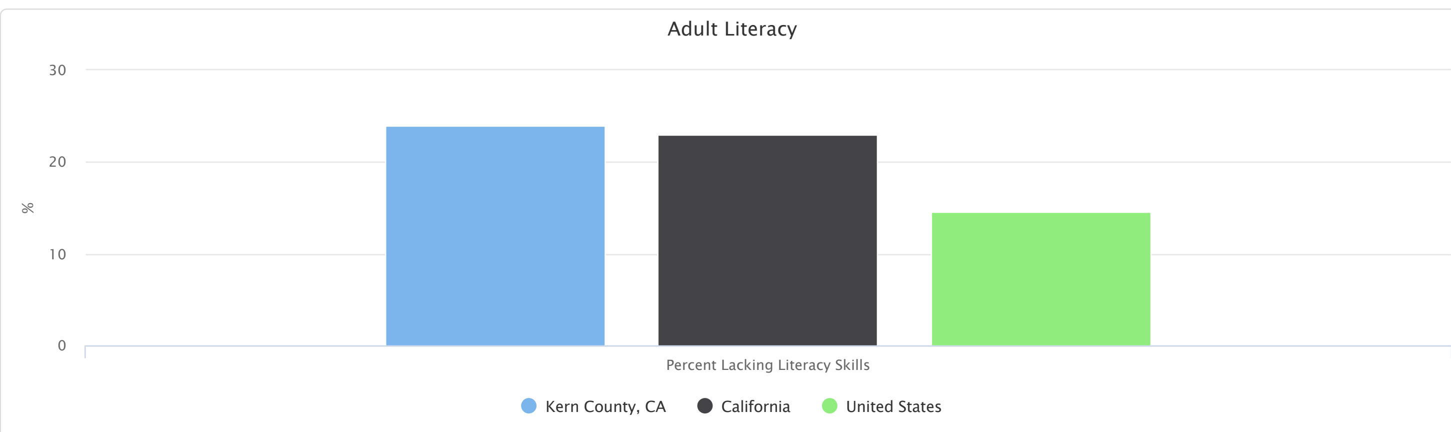
Adult Literacy

The National Center for Education Statistics (NCES) produces estimates for adult literacy based on educational attainment, poverty, and other factors in each county.

Report Area	Estimated Population over 16	Percent Lacking Literacy Skills
Kern County, CA	489,448	**24%**
California	26,029,840	23%
United States	219,016,209	14.64%

Note: This indicator is compared to the state average.
Data Source: National Center for Education Statistics, NCES - Estimates of Low Literacy. Source geography: County



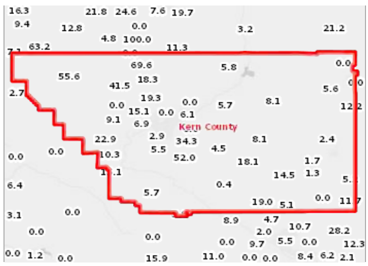


Veterans - Educational Attainment

Veterans Educational Attainment contrasts the distribution of educational attainment levels between military veterans and non-veterans in the region. Educational attainment is calculated for persons over 25, and is an estimated average for the period from 2013 to 2017.

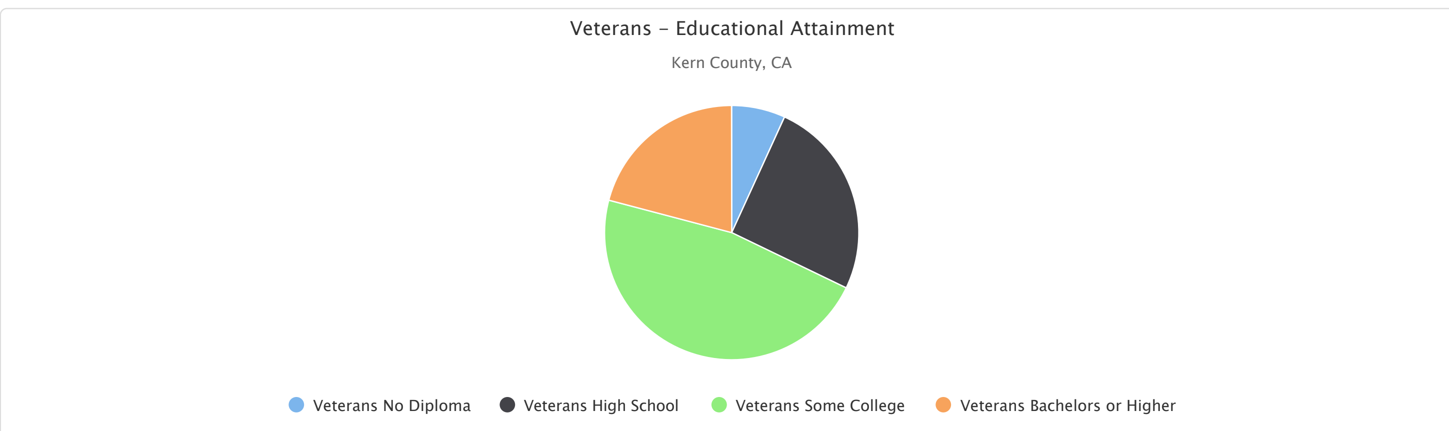
Report Area	Veterans % No Diploma	Veterans % High School Diploma	Veterans % Some College Diploma	Veterans % Bachelors or Higher Diploma	Non-Veterans % No Diploma	Non-Veterans % High School Diploma	Non-Veterans % Some College Diploma	Non-Veterans % Bachelors or Higher Diploma
Kern County, CA	6.83%	25.33%	46.94%	20.89%	27.73%	27.9%	29.03%	15.34%
California	5.53%	19.64%	42.39%	32.44%	18.37%	20.67%	28.39%	32.58%
United States	6.57%	28.48%	37.11%	27.85%	13.31%	27.26%	28.24%	31.2%

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County



No High School Diploma, Veterans, Percent by Tract, ACS 2013-17

- Over 14.0%
- 11.1 - 14.0%
- 8.1 - 11.0%
- Under 8.1%
- Of Veterans Age 25+, No Population with No High School Diploma
- No Data or Data Suppressed
- Kern County, CA



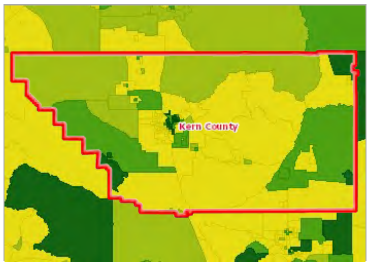
Housing

Housing Age

Total housing units, median year built and median age in 2017 for the report area are shown below. Housing units used in housing age include only those where the year built is known.

Report Area	Total Housing Units	Median Year Built	Median Age (from 2017)
Kern County, CA	293,548	1982	35
California	13,996,299	1974	43
United States	135,393,564	1977	40

Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County



Housing Constructed Before 1960, Percent by Tract, ACS 2013-17

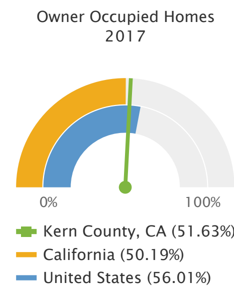
- Over 45.0%
- 30.1 - 45.0%
- 20.1 - 30.0%
- Under 20.1%
- No Data or Data Suppressed
- Kern County, CA

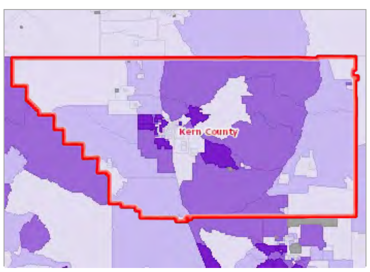
Homeowners

The U.S. Census Bureau estimated there were 129,609 homeowners in the report area in 2000, and 62.12% owner occupied homes in the report area for the 5 year estimated period from 2013 - 2017.

Report Area	Owner Occupied Homes 2000	Owner Occupied Homes 2000	Owner Occupied Homes 2017	Owner Occupied Homes 2017
Kern County, CA	129,609	62.12%	151,564	51.63%
California	6,546,334	56.91%	7,024,315	50.19%
United States	69,815,753	66.19%	75,833,135	56.01%

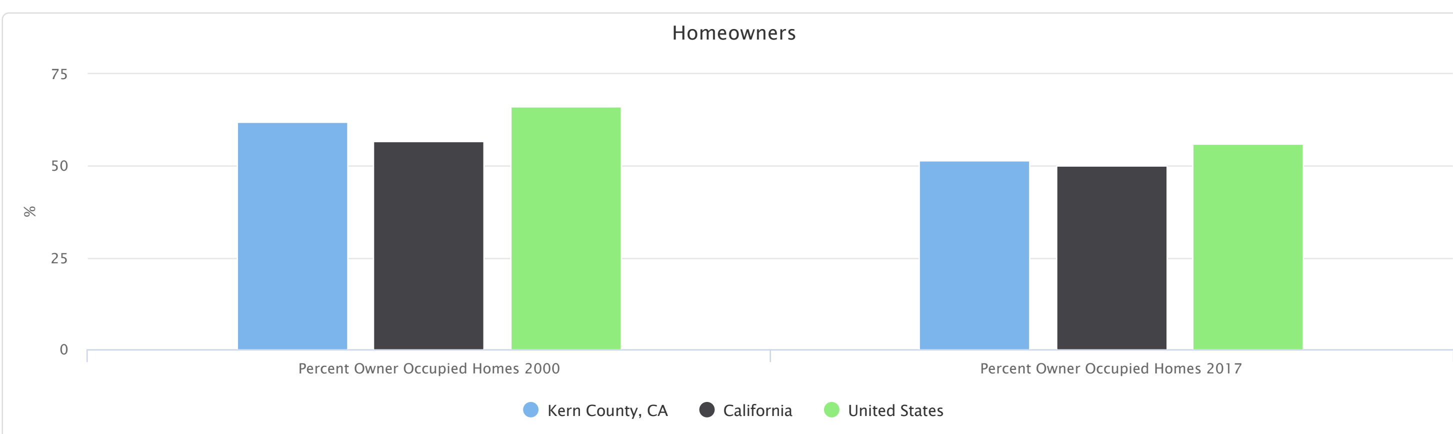
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County





Owner-Occupied Housing Units, Percent by Tract, ACS 2013-17

- Over 82.0%
- 74.1 - 82.0%
- 66.1 - 74.0%
- Under 66.1%
- No Data or Data Suppressed
- Kern County, CA

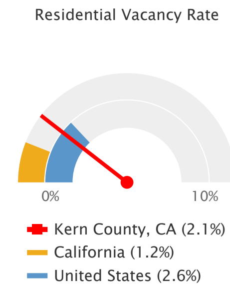


Vacancy Rates

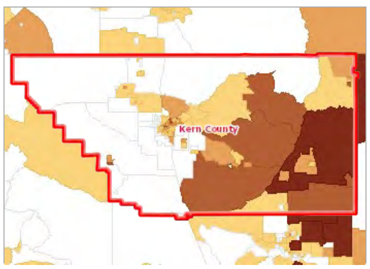
The U.S. Postal Service provided information quarterly to the U.S. Department of Housing and Urban Development on addresses identified as vacant in the previous quarter. Residential and business vacancy rates for the report area in the first quarter of 2015 are reported.

For this reporting period, a total of 6,613 residential addresses were identified as vacant in the report area, a vacancy rate of 2.1%, and 2,227 business addresses were also reported as vacant, a rate of 7.9.

Report Area	Residential Addresses	Vacant Residential Addresses	Residential Vacancy Rate	Business Addresses	Vacant Business Addresses	Business Vacancy Rate
Kern County, CA	309,708	6,613	**2.1%**	28,031	2,227	7.9
California	14,981,683	177,543	1.2%	1,664,962	107,316	6.4
United States	146,832,025	3,825,190	2.6%	13,835,679	1,232,945	8.9

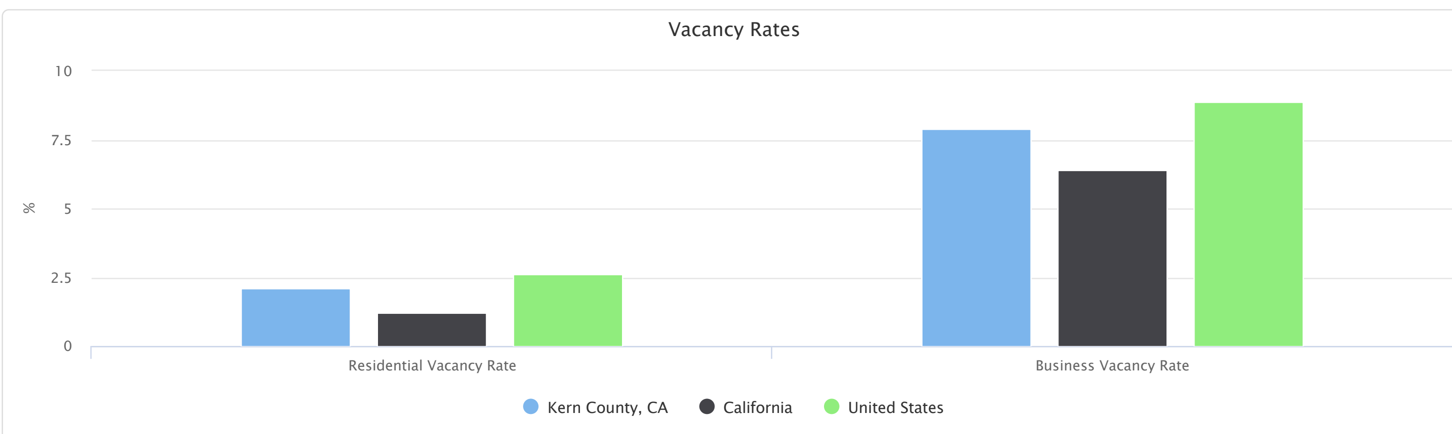


Note: This indicator is compared to the state average.
Data Source: US Department of Housing and Urban Development. 2016-Q4. Source geography: County



Residential Vacancies, Percent by Tract, HUD 2016-Q4

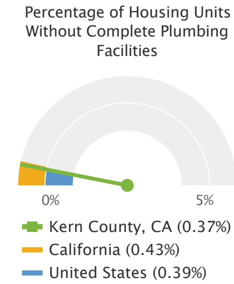
- Over 10.0%
- 5.1 - 10.0%
- 2.1 - 5.0%
- Under 2.1%
- No Residential Vacancies
- No Residential Addresses or No Data
- Kern County, CA



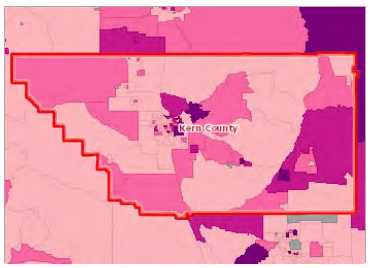
Number of Unsafe, Unsanitary Homes

The number and percentage of occupied housing units without plumbing are shown for the report area. U.S. Census data shows 1,507 housing units in the report area were without plumbing in 2000 and ACS five year estimates show 993 housing units in the report area were without plumbing in 2017.

Report Area	Occupied Housing Units 2000	Housing Units without Plumbing 2000	Percent without Plumbing 2000	Occupied Housing Units 2017	Housing Units without Plumbing 2017	Percent without Plumbing 2017
Kern County, CA	208,652	1,507	0.65%	264,993	993	0.37%
California	11,502,870	85,460	0.7%	12,888,128	55,908	0.43%
United States	106,741,426	736,626	0.69%	118,815,922	460,775	0.39%

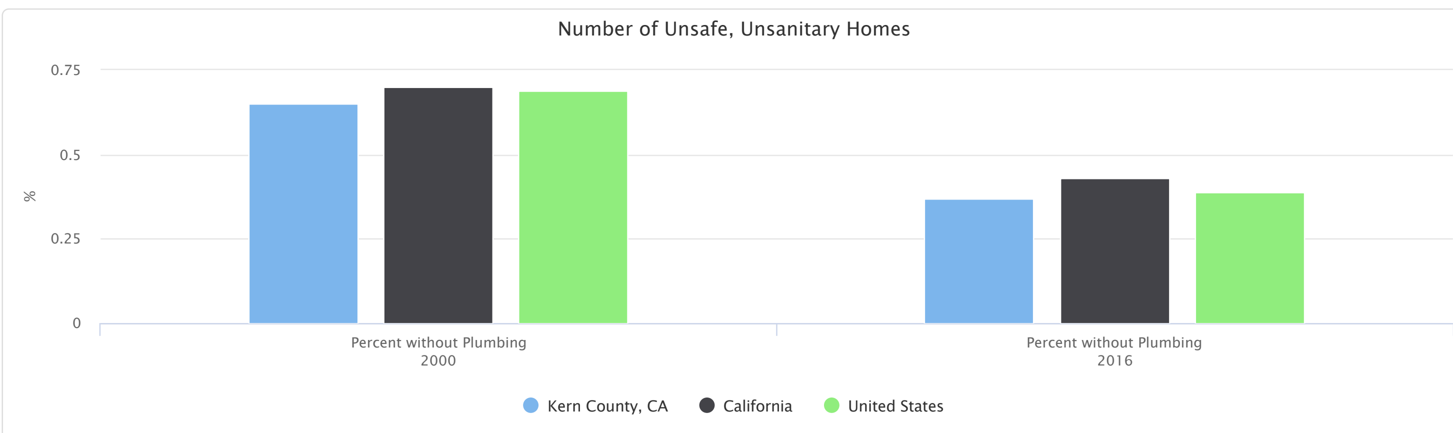


Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. US Census Bureau, Decennial Census. 2013-17. Source geography: County



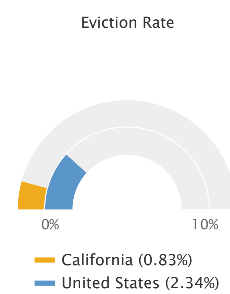
Housing Units Lacking Complete Plumbing Facilities, Percent by Tract, ACS 2013-17

Over 2.0%
1.1 - 2.0%
0.1 - 1.0%
0.0%
No Data or Data Suppressed
Kern County, CA

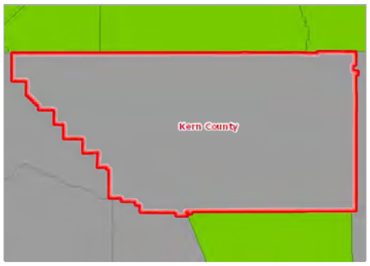


Evictions

Report Area	Renter Occupied Households	Eviction Filings	Evictions	Eviction Filing Rate	Eviction Rate
Kern County, CA	111,768	No data	No data	No data	No data
California	4,947,085	47,079	41,178	0.95%	0.83%
United States	38,372,860	2,350,042	898,479	6.12%	2.34%

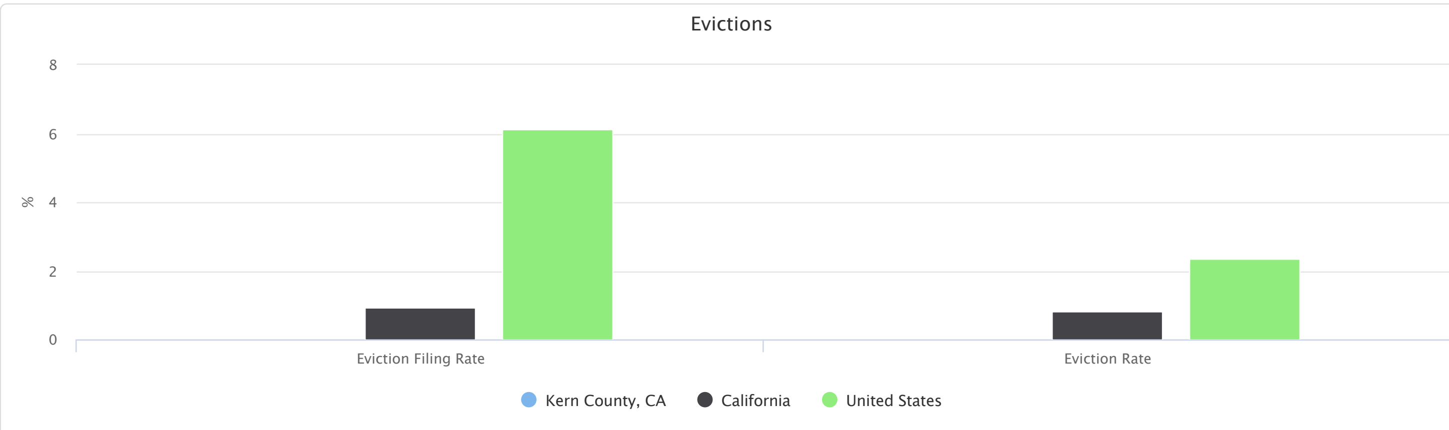


Note: This indicator is compared to the state average.
Data Source: Eviction Lab. 2016. Source geography: County



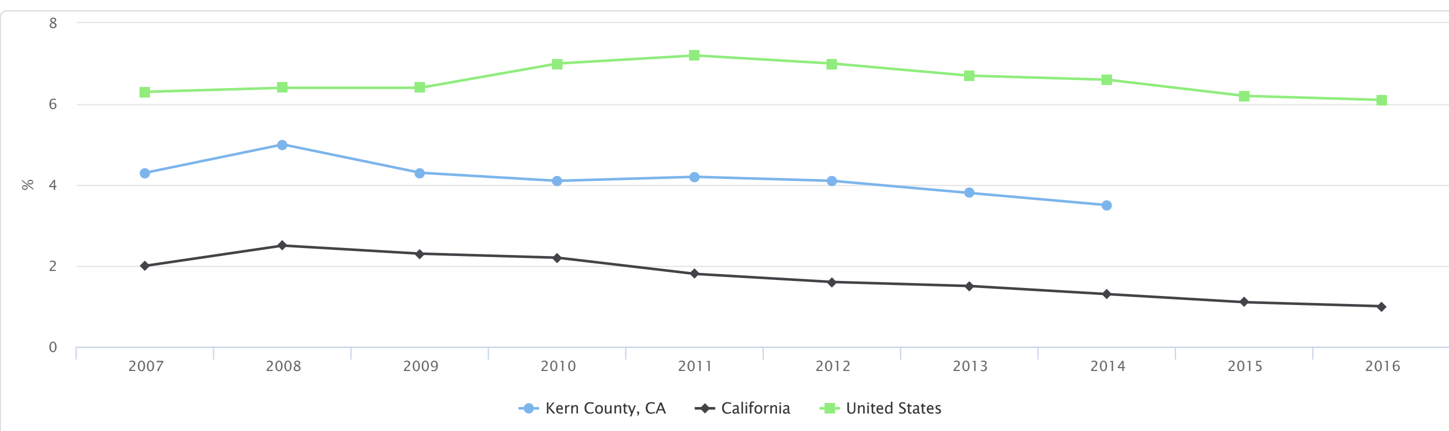
Evictions, Rate per 100 Rental Homes by County, Eviction Lab 2016

- No Data or Data Suppressed
- 0 - 2.34% (US AVERAGE)
- 2.35% - 5%
- 5% - 10%
- 10% - 20%
- Over 20%
- Kern County, CA



Eviction Filing Rate for 2007 - 2016

Report Area	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Kern County, CA	4.3%	5%	4.3%	4.1%	4.2%	4.1%	3.8%	3.5%	No data	No data
California	2%	2.5%	2.3%	2.2%	1.8%	1.6%	1.5%	1.3%	1.1%	1
United States	6.3%	6.4%	6.4%	7%	7.2%	7%	6.7%	6.6%	6.2%	6.1



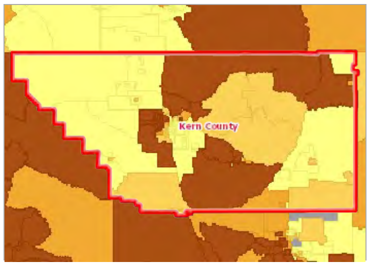
Income

Income Levels

Two common measures of income are Median Household Income and Per Capita Income, based on U.S. Census Bureau estimates. Both measures are shown for the report area below. The average Per Capita income for the report area is [$21,716.00], compared to a national average of [$31,177.00].

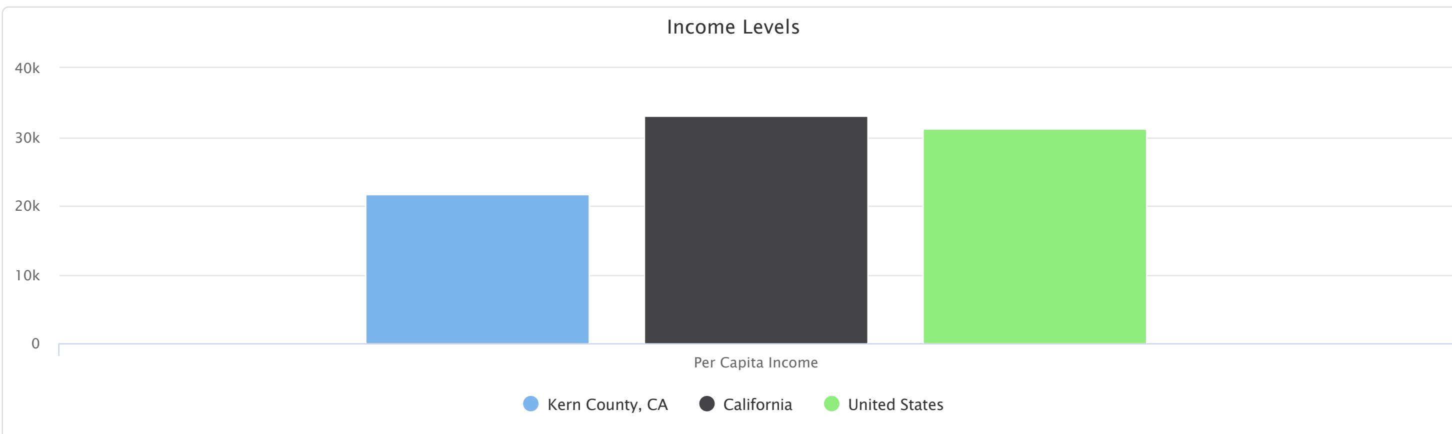
Report Area	Median Household Income	Per Capita Income
Kern County, CA	$50,826.00	$21,716.00
California	$67,169.00	$33,128.00
United States	$57,652.00	$31,177.00

Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County



Per Capita Income by Tract, ACS 2013-17

- Over 30,000
- 25,001 - 30,000
- 20,001 - 25,000
- Under 20,001
- No Data or Data Suppressed
- Kern County, CA



Household Income

Median annual household incomes in the report area for 2016 are shown in the table below. Since this reports a median amount, a "Report Area" value is not able to be calculated.

Report Area	Estimated Population	Median Household Income
Kern County, CA	871,337	$49,812.00
California	38,654,206	$67,715.00
United States	318,558,162	$57,617.00

Data Source: US Census Bureau, Small Area Income & Poverty Estimates. 2016. Source geography: County

Median Household Income by County, SAIPE 2016

- Over $70,000
- $50,001 - $70,000
- $40,001 - $50,000
- Under $40,001
- Kern County, CA

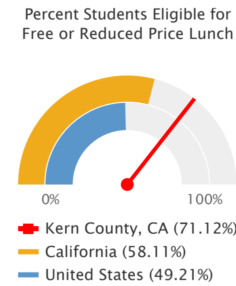
Nutrition

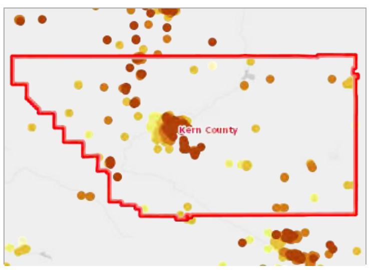
Free and Reduced Lunch Program

The following report shows that 130,533 students (or [100.0 * 130,533/183,535] percent) were eligible for free or reduced price lunches during the 2013 - 2014 school year, which is more than the national average of 49.21%.

Report Area	Total Students	Number Free/Reduced Price Lunch Eligible	Percent Free/Reduced Price Lunch Eligible
Kern County, CA	183,535	130,533	**71.12%**
California	6,215,361	3,611,597	58.11%
United States	50,737,716	24,970,187	49.21%

Note: This indicator is compared to the state average.
Data Source: National Center for Education Statistics, NCES - Common Core of Data. 2016-17. Source geography: Address





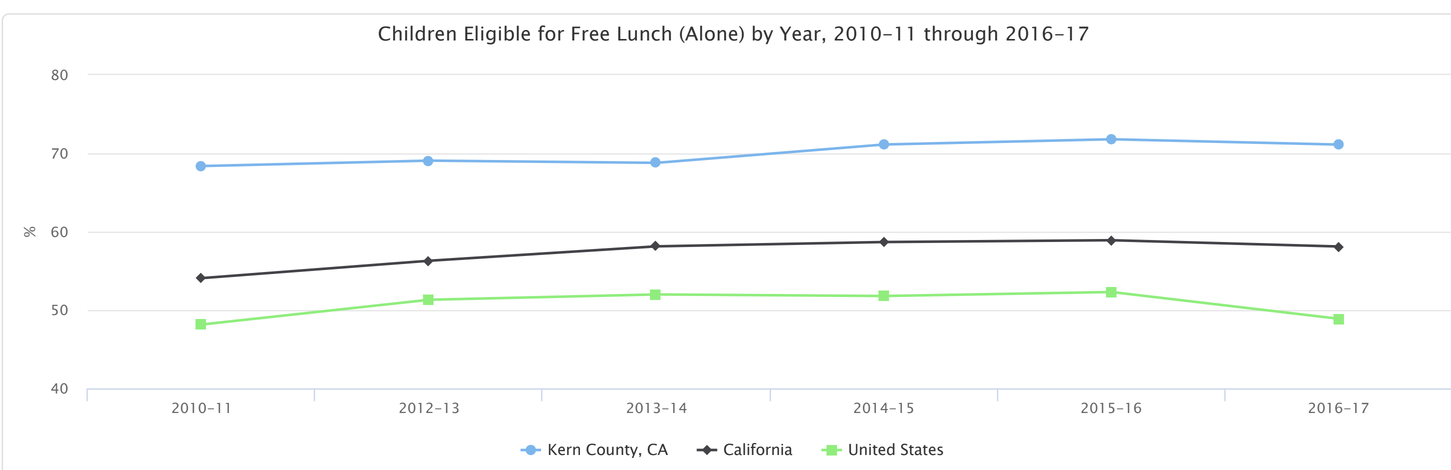
Students Eligible for Free or Reduced-Price Lunch, NCES CCD 2016-17

- Over 90.0%
- 75.1% - 90.0%
- 50.1% - 75.0%
- 20.1% - 50.0%
- Under 20.1%
- Not Reported
- Kern County, CA

Children Eligible for Free Lunch (Alone) by Year, 2010-11 through 2016-17

The table below shows local, state, and National trends in student free and reduced lunch eligibility.
Note: Data for the 2011-12 school year are omitted due to lack of data for some states.

Report Area	2010-11	2012-13	2013-14	2014-15	2015-16	2016-17
Kern County, CA	68.38%	69.07%	68.79%	71.13%	71.8%	71.12%
California	54.07%	56.29%	58.13%	58.68%	58.91%	58.11%
United States	48.15%	51.31%	51.99%	51.79%	52.3%	48.88%

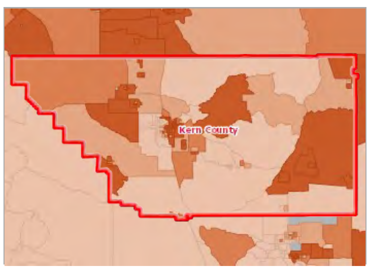


Households Receiving SNAP by Poverty Status (ACS)

The below table shows that according to the American Community Survey (ACS), 45,105 households (or [17.02%]) received SNAP payments during 2017. During this same period there were 28,132 households with income levels below the poverty level that were not receiving SNAP payments.

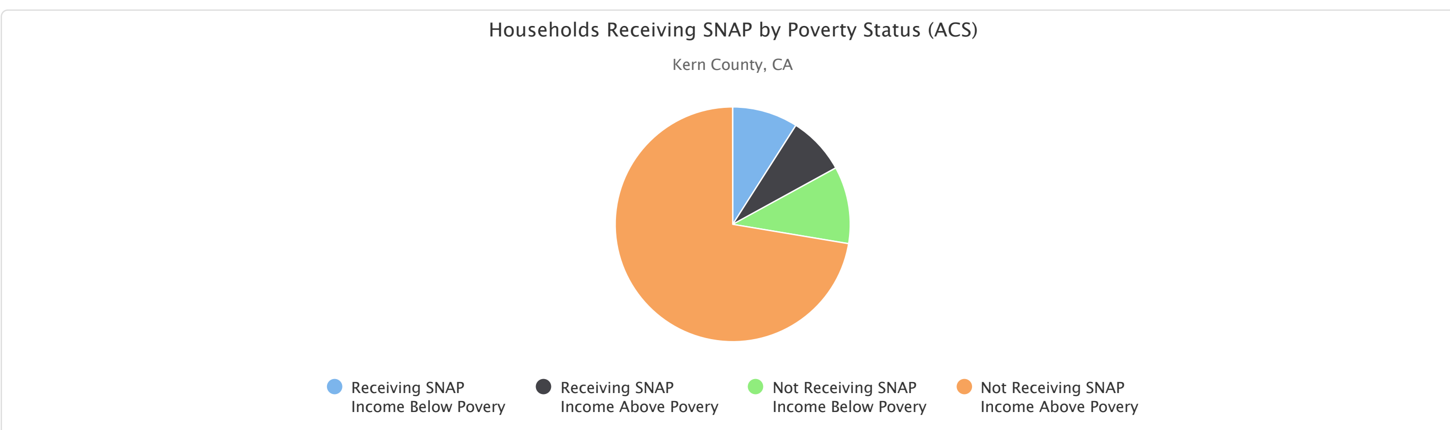
Report Area	Households Receiving SNAP Total	Households Receiving SNAP Percent	Households Receiving SNAP Income Below Poverty	Households Receiving SNAP Income Above Poverty	Households Not Receiving SNAP Total	Households Not Receiving SNAP Percent	Households Not Receiving SNAP Income Below Poverty	Households Not Receiving SNAP Income Above Poverty
Kern County, CA	45,105	17.02%	23,953	21,152	219,888	82.98%	28,132	191,756
California	1,203,818	9.34%	563,377	640,441	11,684,310	90.66%	1,209,052	10,475,258
United States	15,029,498	12.65%	7,420,946	7,608,552	103,796,423	87.35%	8,969,163	94,827,260

Data Source: US Census Bureau, American Community Survey. 2013-17. Source geography: County



Households Receiving SNAP Benefits, Percent by Tract, ACS 2013-17

- Over 19.0%
- 14.1 - 19.0%
- 9.1 - 14.0%
- Under 9.1%
- No Data or Data Suppressed
- Kern County, CA



Health Care

Federally Qualified Health Centers

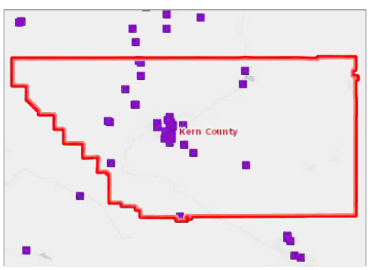
Federally Qualified Health Centers in this selected area.

County	Provider Number	FQHC Name	Address	City	Phone
Kern County	PN: 051838	KERN RIVER HEALTH CENTER	67 EVANS ROAD, PO BOX 1062	WOFFORD HEIGHTS	(219) 376-2276
Kern County	PN: 051839	FRAZIER MOUNTAIN COMMUNITY HEALTH CTR	3545 MT PINOS, PO BOX 207	FRAZIER PARK	(805) 245-3773

County	Provider Number	FQHC Name	Address	City	Phone
Kern County	PN: 051840	EAST BAKERSFIELD COMMUNITY HLTH CENTER	815 LAKEVIEW AVENUE	BAKERSFIELD	(805) 322-3905
Kern County	PN: 051841	MCFARLAND COMMUNITY HEALTH CENTER	217 KERN AVENUE	MC FARLAND	(805) 792-3038
Kern County	PN: 051842	LAMONT COMMUNITY HEALTH CENTER	8787 HALL ROAD, BOX 457	LAMONT	(661) 845-3731
Kern County	PN: 051843	COMMUNITY HEALTH CENTER	3550 Q STREET, SUITE 304	BAKERSFIELD	(805) 764-6318
Kern County	PN: 051846	BUTTONWILLOW HEALTH CENTER	277 E FRONT ST, PO BOX 917	BUTTONWILLOW	(805) 764-6318
Kern County	PN: 051863	WASCO MEDICAL/DENTAL CENTER	2101 7TH STREET BLDGS A-F	WASCO	(805) 764-6318
Kern County	PN: 051871	TAFT COMMUNITY MEDICAL AND DENTAL CENTER	1100 4TH STREET	TAFT	(805) 764-6318
Kern County	PN: 051908	AMERICAN INDIAN COUNCIL OF CENTRAL CA	2210 CHESTER AVE, SUITE A	BAKERSFIELD	(805) 327-2207
Kern County	PN: 051973	34TH STREET COMMUNITY HEALTH CENTER	2000 PHYSICIANS BOULEVARD	BAKERSFIELD	(805) 324-1455
Kern County	PN: 051974	DELANO COMMUNITY HEALTH CENTER	1508 GARCES HIGHWAY	DELANO	(805) 725-4780
Kern County	PN: 051975	CALIFORNIA AVENUE COMMUNITY HEALTH	601 CALIFORNIA AVENUE	BAKERSFIELD	(805) 323-6086
Kern County	PN: 051986	OMNI FAMILY HEALTH	1001 MAIN STREET	DELANO	(661) 721-7080
Kern County	PN: 751002	OLD TOWN KERN COMMUNITY HEALTH CENTER	234 BAKER STREET, SUITE 1&2	BAKERSFIELD	(661) 322-7580
Kern County	PN: 751026	GREENFIELD COMMUNITY HEALTH CENTER	9001 SOUTH H STREET	BAKERSFIELD	(661) 635-3050
Kern County	PN: 751106	OMNI FAMILY HEALTH	4600 PANAMA LANE, SUITE 102B	BAKERSFIELD	(661) 630-7750
Kern County	PN: 751107	OMNI FAMILY HEALTH	4131 MING AVENUE	BAKERSFIELD	(661) 241-5006
Kern County	PN: 751142	EAST NILES COMMUNITY HEALTH CENTER	7800 NILES STREET	BAKERSFIELD	(661) 328-4284
Kern County	PN: 751157	OMNI FAMILY HEALTH	210 NORTH CHESTER AVENUE	BAKERSFIELD	(661) 459-1900
Kern County	PN: 751860	OMNI FAMILY HEALTH	1022 CALLOWAY DRIVE	BAKERSFIELD	(661) 459-1900
Kern County	PN: 551849	SHAFTER COMMUNITY HEALTH	PO BOX 917	BUTTONWILLOW	(805) 764-6318
Kern County	PN: 551962	ARVIN COMMUNITY HEALTH CENTER	1305 BEAR MOUNTAIN BOULEVARD	ARVIN	(661) 854-3131
Kern County	PN: 051079	OMNI FAMILY HEALTH	161 NORTH MILL STREET	TEHACHAPI	(661) 822-9054
Kern County	PN: 051080	OILDALE COMMUNITY HEALTH CENTER	525 ROBERTS LANE	BAKERSFIELD	(661) 392-7850
Kern County	PN: 051081	OMNI FAMILY HEALTH	1133 NORTH CHELSEA STREET	RIDGECREST	(760) 446-3808
Kern County	PN: 051082	OMNI FAMILY HEALTH	320 JAMES STREET	SHAFTER	(661) 459-1800
Kern County	PN: 051130	OMNI FAMILY HEALTH	3409 CALLOWAY, SUITE 300	BAKERSFIELD	(661) 387-6930

County	Provider Number	FQHC Name	Address	City	Phone
Kern County	PN: 551963	KERN VALLEY MEDICAL CENTER	6310 LAKE ISABELLA BLVD	LAKE ISABELLA	(760) 379-2415
Kern County	PN: 551964	SOUTH BAKERSFIELD COMMUNITY HEALTH CENTER	2400 WIBLE ROAD, SUITE 14	BAKERSFIELD	(661) 835-1240
Kern County	PN: 551986	NORTH OF THE RIVER COMMUNITY HEALTH CENTER	2525 NORTH CHESTER AVENUE	BAKERSFIELD	(661) 328-4295
Kern County	PN: 551108	OMNI FAMILY HEALTH	1014 CALLOWAY DRIVE, BUILDING F	BAKERSFIELD	(661) 377-0439
Kern County	PN: 551147	FAMILY HEALTH CENTER	1611 1ST STREET	BAKERSFIELD	(661) 336-5300
Kern County	PN: 751896	OMNI FAMILY HEALTH	659 CENTRAL VALLEY HIGHWAY	SHAFTER	(661) 746-9194
Kern County	PN: 751914	CLINICA SIERRA VISTA MOBILE HEALTH SERVICES	705 SOUTH UNION AVENUE	BAKERSFIELD	(661) 635-3050
Kern County	PN: 751921	OMNI FAMILY HEALTH	1215 JEFFERSON STREET	DELANO	(661) 454-1700
Kern County	PN: 751957	BAKER STREET VILLAGE COMMUNITY HEALTH CENTER	1015 BAKER STREET, SUITE 4	BAKERSFIELD	(661) 328-4283

Data Source: US Department of Health & Human Services, Center for Medicare & Medicaid Services, Provider of Services File. March 2018. Source geography: County



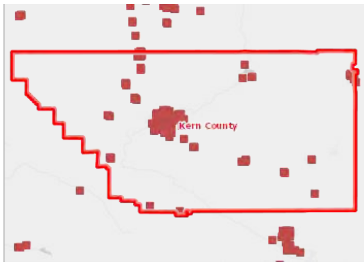
Federally Qualified Health Centers, POS March 2018
Kern County, CA

Medicare and Medicaid Providers

Total institutional Medicare and Medicaid providers, including hospitals, nursing facilities, Federally qualified health centers, rural health clinics and community mental health centers for the report area are shown. According to the U.S. Department of Health and Human Services, there were 182 active Medicare and Medicaid institutional service providers in the report area in the first quarter of 2018.

Report Area	Total Institutional Providers	Hospitals	Nursing Facilities	Federally Qualified Health Centers	Rural Health Clinics	Community Mental Health Centers
Kern County, CA	182	14	17	37	21	0
California	8,005	489	1,200	1,021	275	6
United States	73,554	7,153	15,635	8,350	4,246	142

Data Source: US Department of Health & Human Services, Center for Medicare & Medicaid Services, Provider of Services File. March 2018. Source geography: County



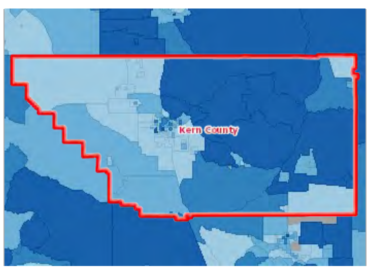
All Providers of Service, POS March 2018
Kern County, CA

Persons Receiving Medicare

The total number of persons receiving Medicare is shown, broken down by number over 65 and number of disabled persons receiving Medicare for the report area. The U.S. Department of Health and Human Services reported that a total of 112,033 persons were receiving Medicare benefits in the report area in 2017. A large number of individuals in our society are aware that persons over 65 years of age receive Medicare; however, many of them are unaware that disabled persons also receive Medicare benefits. A total of 20,166 disabled persons in the report area received Medicare benefits in 2017.

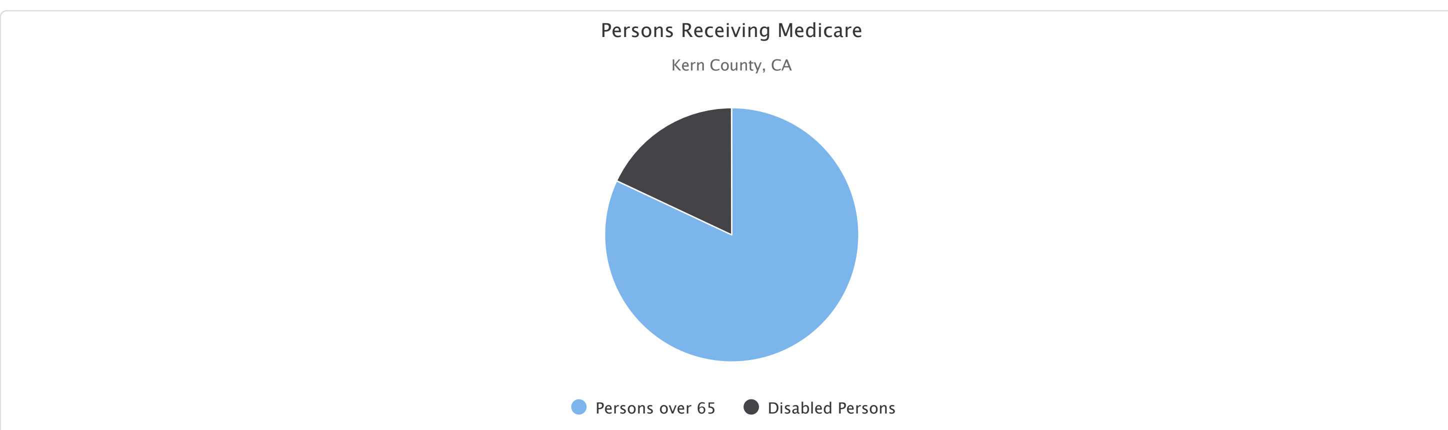
Report Area	Persons Over 65 Receiving Medicare	Disabled Persons Receiving Medicare	Total Persons Receiving Medicare
Kern County, CA	91,867	20,166	112,033
California	10,546,944	1,390,683	11,937,624
United States	49,775,028	8,768,041	58,543,069

Data Source: Centers for Medicare and Medicaid Services. 2012-16. Source geography: County



Insured, Medicare, Percent by Tract, ACS 2012-16

Over 25.0%
20.1 - 25.0%
15.1 - 20.0%
Under 15.1%
No Data or Data Suppressed
Kern County, CA

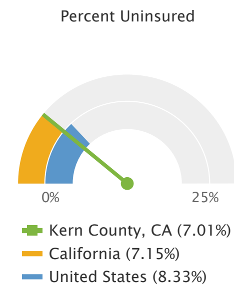


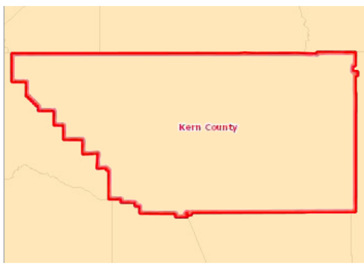
Uninsured Population

The uninsured population is calculated by estimating the number of persons eligible for insurance (generally those under 65) minus the estimated number of insured persons.

Report Area	Insurance Population (2017 Estimate)	Number Insured	Number Uninsured	Percent Uninsured
Kern County, CA	878,744	694,906	61,640	7.01%
California	38,982,847	30,474,373	2,787,305	7.15%
United States	321,004,407	240,510,253	26,749,668	8.33%

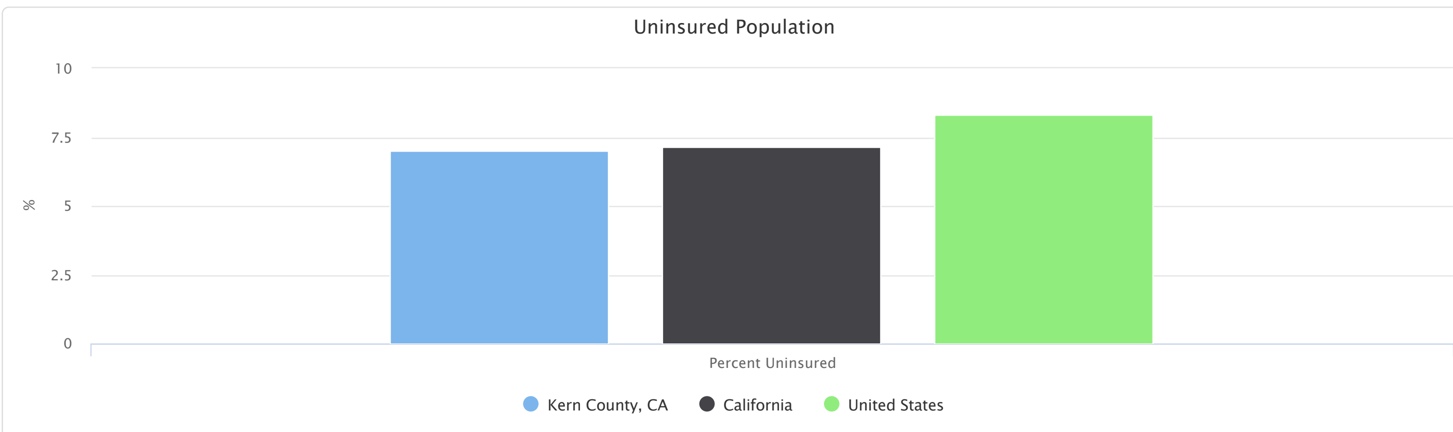
Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. US Census Bureau, Small Area Health Insurance Estimates. 2016. Source geography: County





Uninsured Population, Percent by County, SAHIE 2016

- Over 25.0%
- 20.1 - 25.0%
- 15.1 - 20.0%
- Under 15.1%
- No Data or Data Suppressed
- Kern County, CA



Appendix 4

CAPK Customer Satisfaction, 2016

A survey was conducted in late fall of 2016 to help determine CAPK's client satisfaction with services received from CAPK programs. Results of the survey assist in efforts to improve services and comply with contract requirements. This was the second year of the survey, allowing for year-to-year comparisons. A five-point scale was used to measure the level of satisfaction ranging from 1=lowest satisfaction and 5 for the highest satisfaction.

Results:

2015:	**CAPK Customers:** 75,000	**Surveys Received:** 994	**Average Satisfaction Level:** 4.44
2016:	**CAPK Customers:** 75,000	**Surveys Received:** 762	**Average Satisfaction Level:** 4.41

- With a score of 4.41, clients are ***highly satisfied*** with the services provided by CAPK's programs and staff.
- In 2016, 93.6% of clients surveyed indicated that the quality of services they receive from CAPK is good or excellent. This is a slight decrease of 1.9% from 2015.
- Most of the written comments, about 75%, were positive statements about the staff and services they received and most of the remaining written comments were recommendations for program improvements such as extending hours or improving food choices at food distributions.
- There was very little difference in satisfaction scores when separating English and Spanish language responses.
- CAPK's typical client who responded to the survey is a 24 to 44-year-old Hispanic/Latino female with less than a high school education and an annual income under $20,000.

Recommendations:

Committee to develop a strategy to increase client participation in the survey.

Appendix 5

Kern County Demographics and Poverty Tables

Kern County Poverty
U.S. Census, 2017

Population by Gender, Age, Race, and Ethnicity			
Subject	**Kern**	**California**	**United States**
Total population	**878,744**	**38,982,847**	**321,004,407**
Male	51.3%	49.7%	49.2%
Female	48.7%	50.3%	50.8%
Sex ratio (males per 100 females)	**97.0**	**98.7**	**97.0**
Under 5 years	8%	6%	6%
5 to 9 years	8%	7%	6%
10 to 14 years	8%	7%	7%
15 to 19 years	8%	7%	7%
20 to 24 years	8%	7%	7%
25 to 34 years	15%	15%	14%
35 to 44 years	13%	13%	13%
45 to 54 years	12%	13%	13%
55 to 59 years	6%	6%	7%
60 to 64 years	5%	6%	6%
65 to 74 years	6%	8%	9%
75 to 84 years	3%	4%	4%
85 years and over	1%	2%	2%
Median age (years)	**31.3**	**36.1**	**37.8**
One race	97%	95%	97%
White	75%	61%	73%
Black or African American	6%	6%	13%
American Indian and Alaska Native	1%	1%	1%
Asian	5%	14%	5%
Native Hawaiian and Other Pacific Islander	0%	0%	0%
Some other race	10%	14%	5%
Two or more races	3%	5%	3%
Hispanic or Latino (of any race)	52%	39%	18%

Kern County Poverty
U.S. Census, 2017

Poverty by Age, Gender, Race, and Educational Attainment			
Subject	**Kern**	**California**	**U.S.**
Poverty Rate	**22.60%**	**15.10%**	**14.60%**
AGE			
Under 18 years	31%	21%	20%
Under 5 years	34%	22%	23%
5 to 17 years	30%	21%	20%
Related children of householder under 18 years	31%	20%	20%
18 to 64 years	20%	14%	14%
18 to 34 years	23%	17%	18%
35 to 64 years	18%	12%	11%
60 years and over	13%	11%	10%
65 years and over	12%	10%	9%
SEX			
Male	20%	14%	13%
Female	25%	16%	16%
RACE AND HISPANIC OR LATINO ORIGIN		0%	0%
White alone	22%	14%	12%
Black or African American alone	36%	23%	25%
American Indian and Alaska Native alone	25%	22%	27%
Asian alone	13%	11%	12%
Native Hawaiian and Other Pacific Islander alone	39%	15%	19%
Some other race alone	24%	22%	24%
Two or more races	21%	14%	18%
Hispanic or Latino origin (of any race)	28%	21%	22%
White alone, not Hispanic or Latino	15%	10%	10%
EDUCATIONAL ATTAINMENT		0%	0%
Population 25 years and over	18%	12%	12%
Less than high school graduate	29%	24%	26%
High school graduate (includes equivalency)	19%	15%	14%
Some college, associate's degree	14%	11%	10%
Bachelor's degree or higher	5%	5%	5%

Kern County Poverty
U.S. Census, 2017

Educational Attainment by Gender, Race, & Ethnicity									
	Kern			California			United States		
	All	Male	Female	All	Male	Female	All	Male	Female
White alone									
High school graduate or higher	74%	73%	76%	87%	86%	89%	90%	88%	91%
Bachelor's degree or higher	15%	15%	16%	35%	31%	38%	34%	30%	39%
White alone, not Hispanic or Latino									
High school graduate or higher	90%	89%	91%	82%	81%	83%	88%	87%	89%
Bachelor's degree or higher	23%	23%	22%	35%	33%	37%	35%	32%	38%
Black alone									
High school graduate or higher	81%	77%	86%	82%	81%	82%	88%	87%	89%
Bachelor's degree or higher	15%	12%	18%	31%	32%	31%	30%	30%	31%
American Indian or Alaska Native alone									
High school graduate or higher	77%	72%	81%	79%	82%	78%	83%	84%	82%
Bachelor's degree or higher	6%	7%	5%	30%	36%	25%	26%	32%	22%
Asian alone									
High school graduate or higher	79%	82%	76%	85%	85%	86%	89%	89%	90%
Bachelor's degree or higher	36%	34%	37%	34%	34%	33%	32%	32%	32%
Native Hawaiian and Other Pacific Islander alone									
High school graduate or higher	83%	79%	88%	95%	94%	95%	92%	92%	93%
Bachelor's degree or higher	17%	13%	22%	43%	44%	41%	35%	35%	34%
Some other race alone									
High school graduate or higher	59%	59%	60%	89%	88%	90%	85%	84%	86%
Bachelor's degree or higher	8%	7%	9%	24%	23%	25%	21%	18%	23%
Two or more races									
High school graduate or higher	82%	81%	83%	75%	75%	76%	80%	78%	81%
Bachelor's degree or higher	21%	16%	26%	14%	14%	14%	14%	13%	16%
Hispanic or Latino Origin									
High school graduate or higher	57%	55%	58%	87%	89%	86%	87%	89%	85%
Bachelor's degree or higher	7%	6%	8%	51%	53%	50%	53%	55%	51%

Kern County Poverty
U.S. Census, 2017

Kern County Educational Attainment and Median Income, by Gender				
	Male	**Female**	**Difference**	
Median Income	**$37,288**	**$24,956**	**$12,332**	**33%**
Less than high school graduate	$23,490	$14,099	$9,391	40%
High school graduate (includes equivalency)	$36,012	$21,526	$14,486	40%
Some college or associate degree	$46,433	$27,564	$18,869	41%
Bachelor's degree	$73,173	$50,307	$22,866	31%
Graduate or professional degree	$85,929	$67,863	$18,066	21%

Appendix 6

CAPK 2019 Community Needs Survey Distribution Plan

CAPK 2019 Community Needs Survey
Distribution Plan

End Date	Item	Staff	Comments
11/28/19	Update BOD with CAP/Needs Plan	Ralph	Completed
1/4/19	Update agency/partner contact list	Kathline	Completed combined agencies from Constant Contact, Donor Perfect and CD List
1/17/19	Design Survey and created in Survey Monkey	Sheila/Kathline	TU to complete Spanish by 1/18/19.
1/17/19	Test Surveys		Completed: Tested by staff and sent comments to SS.
1/22/19	Instructions to Directors/Managers	Sheila/Ralph	Draft complete
1/29/19	Get estimates from HS, WIC, MCAP, 211, VITA	Kathline	Can 211 do surveys with callers? Pass out at any meetings? VITA CalEITC can collect surveys at their events.
1/30/19	Print Client Surveys	Kathline	Could print in-house, spread out over a few days. Make sure we have enough paper.
2/1/19	Schedule delivery/pick-up with programs	Kathline	
2/4/19	**Open survey**	Kathline	
2/4/19	Agency/Partners/Staff	Kathline	Email link and attached paper copy
2/4/19	**Social Media & CAPK Webpage**	Raul/James	Announcement and link-discuss with James by 1/25/19 design and schedule.
	Food Bank Distributions-at least 4	Kathline/Tomas/FB Volunteers	See Distribution Calendar for Food Bank
2/12/19	**Email Reminders to all**	Kathline	
2/28/19	**Close Survey**	**Kathline**	**Extended for Food Banks and Head Start**
3/8/19	Complete Data Entry	Kathline/Front Desk	
3/22/19	Analysis and Report	Kathline	Data prepared for CAP report, share with leadership.

CAPK Community Action Partnership of Kern

CAPK 2019 Community Needs Survey Distribution Plan

Social Media, Web Page and Email				
Survey	**How Distributed**	**Outreach**	**Link**	**QR**
CAPK 2019 Community Needs Survey-Client	Paper distribution (Below) & instructions to programs. Add program code before print.	Post links on all social media and CAPK Website-Need graphics	https://www.surveymonkey.com/r/TZ7N8Z9	
CAPK Encuesta de Necesidades de la Comunidad 2019-Para Clientes	Paper distribution (Below) & instructions to programs. Add program code before print.	Post links on all social media and CAPK Website-Need graphics	https://www.surveymonkey.com/r/X8R89L7	
CAPK 2019 Community Needs Survey- Community Partner/Agency	Email attached survey and links through constant contact.	Post links on all social media and CAPK Website- and send Links out to full Constant Contact list -Need graphics	https://www.surveymonkey.com/r/M8XMHRN	
CAPK 2019 Community Needs Survey-CAPK Staff, Board Members and Volunteers	Email link to all Staff, BOD from Paula	Email links to all staff- Constant Contact -Need graphics	https://www.surveymonkey.com/r/MVKMVDR	
Key Funders	Send links for partner survey via email	Sheila to put together list		

CAPK 2019 Community Needs Survey Distribution Plan

Client Survey Distribution		
Program	English	Spanish
2-1-1	100	100
EKFRC	30	30
Energy	300	50
Food Bank	200	200
FHCC	100	100
HS/EHS	1,725	700
MCAP	10	40
SYC	40	20
VITA	50	50
WIC (Sent out to 7 sites)	510	155

Food Bank Distributions for Face to Face Survey Collection		
Site	City	Date
Lamont Iglesia Monte Sion	Lamont	2/15/2019
Arvin VFW	Arvin	2/21/2019
Lake Isabella Rotary Club of Kern River Valley	Lake Isabella	2/25/2019
Friendship House	Bakersfield	2/27/2019
Shafter CAPK Shafter Youth Center	Shafter	2/28/2019

Appendix 7

CAPK 2019 Community Needs Survey Analysis

Overview

Every two years, Community Action Partnership of Kern completes the Community Action Plan (CAP) as a two-year roadmap demonstrating how Community Services Block Grant (CSBG) eligible entities plan to deliver CSBG services. The CAP identifies and assesses poverty related needs and resources in the community and establishes a detailed plan, goals and priorities for delivering those services to individuals and families most affected by poverty. The 2019 Community Needs Survey and Focus Groups are integral components of the CAP, by assisting to identify needed programs and services for low-income residents and families in Kern County.

2019 Community Needs Survey

Method

Three community needs surveys were distributed/collected from February 2, 2019 – February 28, 2019—CAPK Clients; Partner/Community Agencies; and CAPK Staff, Volunteer and Board Member and distributed as follows:

- Paper English/Spanish surveys through CAPK's 10 direct service programs.
- Face to face survey collection during CAPK Food Bank's commodity food distributions in rural and/or underserved communities of Lamont, Arvin, Lake Isabella, South East Bakersfield, and Shafter.
- Electronically through constant contact email, seven of CAPK's various program Facebook pages; CAPK's Twitter, Instagram, and LinkedIn accounts; and links at CAPK's webpage.

Results

A total of 1,783 surveys were collected —a 65% increase from the previous 2017 survey, with 90% of the surveys completed by CAPK clients.

Survey	Response
CAPK Clients	1,603
Partners/Community Agencies	59
Staff, Volunteers and Board Members	121
Total Responses	**1,783**

The brief survey had a list of 26 program/services. Respondents were asked to rank each service on a scale form 0-3 with higher scores indicating the most need. The following table shows the results, with the top five scores for each survey, highlighted in green.

Needed Services	All Combined	Clients	Partners & Community Agencies	CAPK Staff, Volunteers and Board Members
Adult Education	**2.17**	1.87	2.37	2.44
Affordable Childcare	**2.42**	2.19	2.76	2.73
Affordable Housing	**2.06**	2.25	1.32	2.75
After School/Summer Recreation	**2.34**	2.07	2.64	2.65
Anti-Gang/Violence	**2.01**	1.93	1.80	2.39
Building Credit	**2.08**	1.98	2.25	2.52
Business Start-up	**1.78**	1.70	1.90	2.01
Domestic Violence	**2.01**	1.89	1.83	2.57
Financial Education	**2.19**	1.89	2.53	2.57
Health Insurance	**2.27**	2.04	2.47	2.48
Health/Nutrition Education	**2.22**	1.89	2.54	2.51
Homeless Services	**2.04**	2.03	1.44	2.64
Immigration/Citizenship	**1.98**	1.76	1.85	2.32
Job Skills Training	**2.40**	2.09	2.78	2.74
Mental Health Treatment	**2.31**	1.93	2.88	2.63
Nutritious Food	**2.31**	2.00	2.58	2.53
Pre-School (Kindergarten readiness)	**2.16**	1.97	2.31	2.51
Senior Programs	**2.08**	1.71	2.31	2.41
Services/Program in Rural Areas	**2.03**	1.63	2.42	2.35
Substance Abuse Treatment	**2.29**	1.93	2.80	2.64
Teen Pregnancy Prevention	**2.18**	1.94	2.44	2.37
Transportation	**2.17**	1.93	2.36	2.52
Tutoring/Reading Assistance	**2.06**	1.85	2.32	2.36
Utility Assistance	**2.02**	2.05	1.68	2.61
Youth Employment	**2.17**	1.83	2.44	2.45
Youth leadership	**2.10**	1.81	2.47	2.44

In all three surveys, ***affordable childcare, after school/summer recreation,*** and ***job skills training*** were identified as top needs. ***Affordable housing*** was identified by CAPK clients and staff as a top need. Clients also identified ***utility assistance*** as a top need, while partners and community agencies chose ***mental health*** and ***substance abuse*** as some of the most needed services.

Focus Groups

Overview

Due to the vast geographic and demographic diversity across Kern County CAPK conducted focus groups to further explore and define top needs Kern's rural and/or high need communities of Central Bakersfield, East Kern, Lamont, Shafter, and South East Bakersfield.

Method

Each focus group participant received the list of possible services/programs from the 2019 Community Needs Survey. They were asked to choose and prioritize the top five needs for their community. After completing the individual lists, the group discussed their choices, and together, identified the top five needs for their communities.

Results:

The following table shows the top five needs identified by each focus group:

	Central Bakersfield	East Kern	Lamont	Shafter	South East Bakersfield
1	Mental Health	Access	Affordable Housing	Adult Education	Affordable Housing
2	Affordable Housing	Affordable Housing	Homeless	Affordable Housing	Mental Health
3	Youth	Youth Programs	Substance Abuse	Affordable Childcare	Anti-Gang
4	Homeless	Homeless	Access	Seniors	Transportation
5	Seniors	Substance Abuse	Affordable Child Care	Business Start-up	Youth Employment

Focus Group Discussion Points:

Affordable Housing

- Available low-income rental housing is sub-standard and in short supply;
- Rising rents;
- Absentee landlords contribute to the poor condition of some low-income housing;
- Drastic increase in multiple *working* families living in one home; and
- Need for low-income home owners to receive assistance with repairs and upkeep.

Homelessness

- Increase of homeless on the streets;
- Concerns that homeless people are being sent to their communities by other cities;
- Link to the rising/high housing costs and increased homelessness;
- Homelessness as a substance abuse and/or mental health issue;
- Need for community education including the definition of homelessness and risks; and
- Housing programs for undocumented migrant families.

Youth

- Connect youth to higher education;
- Exposure and guidance to choices for their future;
- Feelings of hopelessness in rural areas and youth not being aware of options outside the community;
- High drug use, early pregnancy, and continuing the cycle of poverty;
- Need for youth leadership and activities to connect youth to the community;
- Youth job and life skills; and
- Anti-gang programs.

Affordable Child Care

- Lack of available free/low cost child care for working families;
- Need for flexible/extended hours that match those of working families; and
- Availability of early mornings for agriculture workers.

Mental Health

- Mental health services for homeless persons;
- Prevention and interventions needed for children, youth, and adults;
- Addressing mental health as a family issue.

Substance Abuse

- Substance abuse/addiction linked to increases in child abuse/neglect;
- Methamphetamine is the most common drug used; and
- Increase in grandparents caring for grandchildren due to parental drug use/addiction.

Seniors

- Free or low-cost day/respite care for seniors with disabilities such as Alzheimer's;
- Need more healthy food; and
- Caregiver support.

Access (Rural Areas)

- Need more local services in rural areas i.e. such as mental health, dental, substance abuse, and emergency housing/shelters;
- Local health clinics shutting down;
- Limited public transportation;
- Food and clothing are mostly only available in Bakersfield; and
- Bakersfield organizations only giving to Bakersfield residents.

Transportation

- Rural areas have limited access to public transportation;
- Public transportation has raised their rates; and
- Most residents can't afford private vehicles, gas, repiars, etc.

Adult Education

- Adult literacy to improve employability;
- Many parents lack the literacy skills to read to their children;
- Education and skills to advance in employment; and
- Community college and technical programs unavailable in rural communities.

Business start-up

- Small business ownership is a way to get out of poverty;
- Helps improve the community; and
- Helps keep people from leaving the area once they get education/skills.

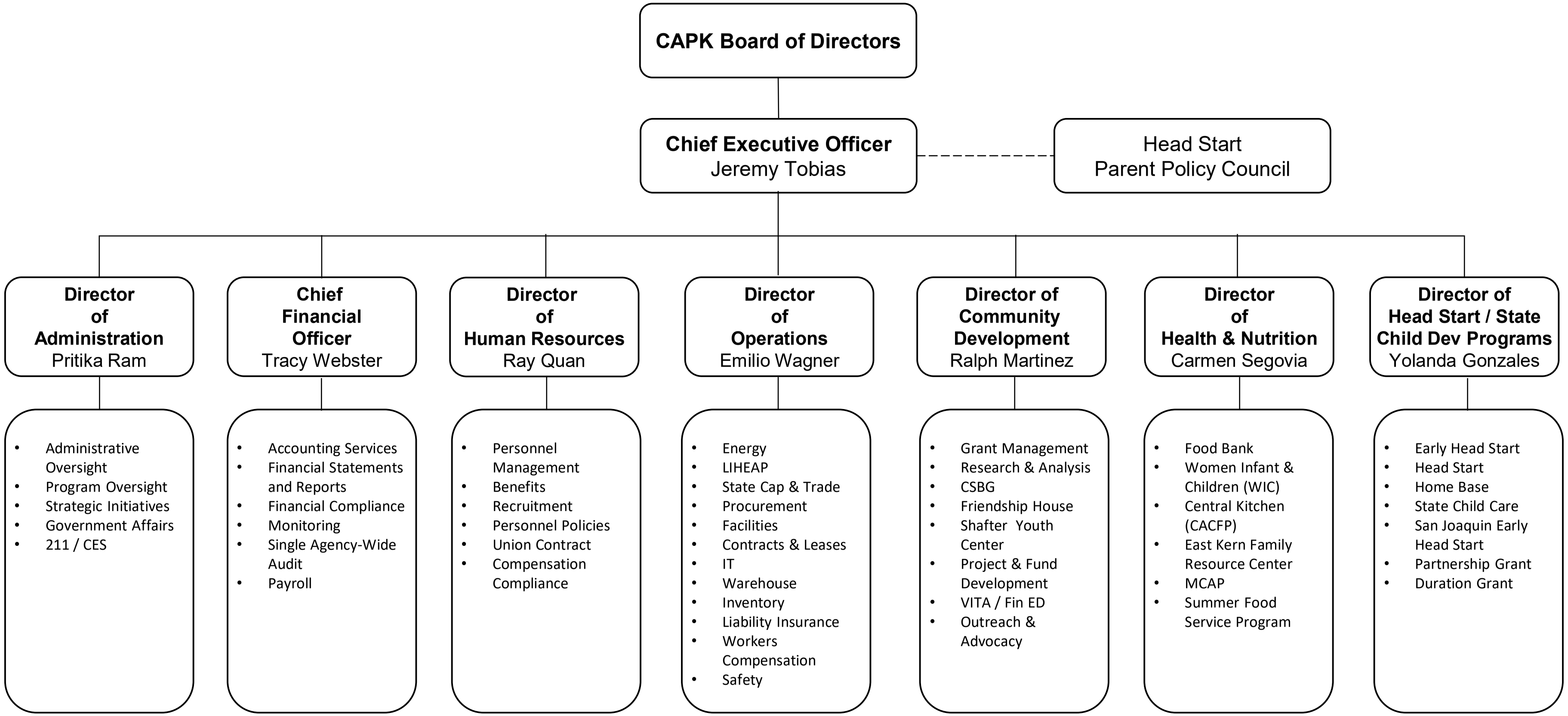
Next Steps:

As part of the overall community assessment, the 2019 Community Needs Survey and Focus groups will be used to prioritize areas of focus in the 2020-2021 Community Action Plan. Upon review and approval by CAPK's Board of Directors, the 2020-2021 Community Action Plan will be made available to the public at www.capk.org, by June 2, 2019.

Appendix 8

Management Organizational Chart

Management Organizational Chart



Revised 1/2019

Appendix 9

CAPK Partners, Collaboratives, and Community Initiatives

CAPK Partners, Collaboratives, and Community Initiatives
34th Street Neighborhood Partnership
Adult Viral Hepatitis Statewide Planning Group
Aegis
Anchor of Hope in Christ Church
Anchor of Hope Outreach
Arvin Collaborative
Arvin VFW
Bakersfield Burrito Project
Bakersfield Central SDA
Bakersfield Christian Church
Bakersfield Collaborative
Bakersfield College Renegade Pantry
Bakersfield Family Church
Bakersfield Homeless Center
Bakersfield Homeless Shelter
Bakersfield New Life Center
Bakersfield Rescue Mission
Bakersfield Safe Streets
Bakersfield Senior Center
Boron Senior Center
Building Healthy Communities Kern County
Buttonwillow Community Collaborative
Buttonwillow Senior Center
Buttonwillow-Parks and Rec District
Cal-City Assembly of God
Caliente USD
California Association of Food Banks
California Avenue Apartments
California Community Economic Development Association
California Department of Public Health
California Endowment
California State University Bakersfield
California WIC Ambassadors
Call to Action
Capistrano Mothers Home
Casa de Eva

CAPK Partners, Collaboratives, and Community Initiatives
Casa de Hernandez
Casa Serena
Catholic Charites
Catholic Charities
CCICS Change Agent Group
Celebration Church
Central Church of Christ
Centro Cristiano Agape
Chester Ave. Community Church
Christ First Ministries
City Serve/ Canyon Hills
Clinica Sierra Vista
College Community Services
Community Family Fellowship
Community Health Initiative
Connection Ministries, Inc
CORNUCOPIA AFTER SCHOOL PROGRAM
Cornucopia Services
Corucopia After School Program
CSO Bakersfield and CSO Lamont
Delano Adult Day Care
Delano Armory
Delano Community Connections
Delano Neighborhoods
Delano Olsen Rotary Village
Delano Senior Center
Dignity Health Outreach Center
Early Childhood Council of Kern
East Bakersfield Community Collaborative
East Kern Collaborative
East Kern Salvation Army
Ebony Counseling Center
Family Resource Center of Bks(Catholic Charities)
Feeding America
First 5 Commissioners Meetings
First 5 Technical Advisory Committee
First Congregational Church

CAPK Partners, Collaboratives, and Community Initiatives
First Presbyterian Church
First5 Kern
Friendship House
Friendship House Community Center
Genesis NAPD
Get Moving Kern
God's Enduring Touch of Grace
God's Storehouse
Golden Empire Gleaners
Golden Empire Transit District
Goodness & Mercy Ministries
Goodness and Mercy Ministries
Grace Assembly of God
Grace Assembly of God North Campus
Grace Chapel
Greater Bakersfield Chamber of Commerce
Gridstone
Griffith Ave Baptist Church
Griffith Avenue Baptist Church
Harmony Apartments
HealthyKern.org
Help Me Grow
Heritage Park Apartments
HMIS Data Committee
Hope Center
Indian Wells Valley Collaborative
Indian Wells Valley Family Resource Center
Inyokern
Inyokern Senior Center
Isaiah's Sober Living
Isaiah's Sober living Phase 1 & 2
Jason’s Retreat
Kern Canyon Estate
Kern Community Foundation
Kern Comprehensive Cancer Awareness Partnership KCCAP
Kern County AIDS Advisory Board
Kern County Black

CAPK Partners, Collaboratives, and Community Initiatives
Kern County Breastfeeding Coalition
Kern County Comprehensive Economic Dev. Strategy Committee
Kern County Department of Public Health Services
Kern County Employers' Training Resource/America's Job Center
Kern County Fair
Kern County Health Care Coalition
Kern County Hispanic Chamber
Kern County Hispanic Chamber of Commerce
Kern County Homeless Collaborative
Kern County Homeless Collaborative Continuum of Care
Kern County Mental Health Department
Kern County Mental Health Department/Substance Abuse System of Care
Kern County Network for Children
Kern County Nutrition Action Plan (CNAP)
Kern County Veterans Stand Down
Kern Food Policy Council
Kern Health Services
Kern River Valley Collaborative
Kernville Family Resource Center
LA Loma Council Veterans Hall
La Mission de Jesus
Laborers of the Harvest
Lake Isabella Rotary Club of Kern River Valley
Lamont Iglesia Monte Sion
Lamont Senior Center
Lamont/Weedpatch Collaborative
Lions for Christ Ministries
Loma Council Senior Center
Lost Hills Collaborative
Lost Hills Park & Recreation Building
Lowell Place
Maricopa- Gusher Hall
McFarland Collaborative
McFarland Mission De Jesus

CAPK Partners, Collaboratives, and Community Initiatives
Mercy & Memorial Learning Center
Mill Creek Village
Miracle Music 4 Kids
Mojave Veterans Hall
Mount Mesa- Grace Chapel
Mountain Communities Collaborative (Frazier Park)
Mountain Communities Healthy Start Family Resource Center
Mt. Communities Family Resource Center
National and California Community Action Partnership Associations
National and California Head Start Associations
National and California WIC Associations
NEEDS Center
New Covenant PCG
New Hope Temple
New Life Center
Nuevo Amanecer
Nutrition Education Consortium WIC Central California Region
Oildale Community Collaborative
Oildale S.D.A. Church
Our Lady of Lourdes Catholic Church
Park Place
Pentecostal Church of God
Plaza Tower
Project 180 Kern County
Rasmussen Senior Center
RCCG - Rehoboth Parish
Reaching by Recycling
Rexland Christ Cathedral
Richardson Special Needs Collaborative
Right Now Community Outreach
Rosamond Hummel Community Hall
Rosamond Senior Center
Saint Malachy Conference
Saint Vincent de Paul
Saints Memorial Church of God in Christ

CAPK Partners, Collaboratives, and Community Initiatives
Salvation Army Frazier Park
Salvation Army Ridgecrest
Salvation Army Tehachapi West Park Center
Salvation Army-Buttonwillow (Shafter Unit)
Salvation Army-Frazier Park
Salvation Army-Lake Isabella
Salvation Army-Ridgecrest
Salvation Army-Shafter
Salvation Army-Tehachapi
Salvation Army-Wilson Road
San Joaquin Valley Community Reinvestment Act Collaborative
Senior Citizens Ridgecrest
Shafter CAPK Shafter Youth Center
Shafter Christian Fellowship
Shafter Collaborative
Shafter Healthy Start
Shafter Youth Center
South Chester Collaborative
South Gate Redemption Center
Southeast Neighborhood Partnership
Southside Seventh-Day Adventist Church
Sovereign Grace Outreach
St. John Manor
St. Michael's Episcopal Church
STAY FOCUS
Stay Focused
Sunnylane Apartments
Sunshine Church PC of God
Taft Collaborative
Taft N.E.E.D.S. Center
Taft NEEDS Center
The Food Pantry Isabella
The Salvation Army Bakersfield(ARC)
The Salvation Army-Lake Isabella
The Salvation Army-Ridgecrest
The Salvation Army-Tehachapi
Trauma Informed Care Steering Committee

CAPK Partners, Collaboratives, and Community Initiatives
Turning Point
Turning Point Community Advisory Board
Turning Point Re-Entry
Twin Oaks Community Church
United Way of Kern County
Valley Faith Fellowship
Veterans Assistance Foundation
Veterans Stand Down Committee
Village Congregational Community
Village Park Place
Vineyard Christian Fellowship (The River)
Wasco Collaborative
Wasco Recreation & Parks Dist.
West Side Community Resource Center
Westcare Outpatient
Wofford Heights
Word Alive Ministry (The Rock Church)

Appendix 10

CAPK
Annual Report

capk

Community Action Partnership *of Kern*

2018 Annual Report

Helping People...Changing Lives.

Community Action Partnership of Kern

The Promise of Community Action

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

2018 Board of Directors

Officers

Garth Corrigan, *Chair*

Curtis Floyd, *Vice Chair*

Warren Peterson, *Treasurer*

Fred Plane, *Secretary*

Low-Income Sector Representatives

Lorena Fernandez, *South Kern*

Yolanda Ochoa, *East Kern*

Guadalupe Perez, *Greater Bakersfield*

Ulyses Rodriguez, *Head Start Policy Council*

Ana Vigil, *North Kern*

Private Sector Representatives

Jimmie D. Childress, *Retired Teacher/Contractor*

Curtis Floyd, *Law Offices of Curtis Floyd*

Craig Henderson, *The Henderson Group*

Pastor Jonathan Mullings, *Truth Tabernacle*

Warren Peterson, *Warren Peterson Construction*

Public Sector Representatives

Janea Benton, *32nd State Assembly District*

Garth Corrigan, *16th State Senate District*

Mike Maggard, *Kern County Board of Supervisors*

Marian Panos, *City of Bakersfield Mayor's Office*

Fred A. Plane, *23rd U.S. Congressional District*

capk Community Action Partnership of Kern

The Spirit of CAPK

Thank you to the thousands of staff, volunteers, community partners and other supporters who have helped us this year, and in years past, to bring compassionate services to our fellow neighbors and communities.

We are driven by the *Spirit of Community Action* to extend our hands and help people to stand during life's most difficult challenges. To lift up children, families, seniors and vulnerable populations who struggle to find their way forward, no matter who they are or their circumstance, is an honor and privilege that we take to heart every day.

We look forward to the year ahead, with you by our side, to continue our work with compassion and hope for a brighter future for all.

Garth Corrigan
Board Chairman

Jeremy T. Tobias
Chief Executive Officer

Head Start
& State Child Development

CAPK's Head Start programs provide high quality, early childhood education to children from prenatal to five years-old, through full or half-day care at our centers and home-based options. Spanning Kern and San Joaquin Counties, the program seeks to serve the whole family in meeting educational and social needs. Head Start teaches parents to become advocates and self-reliant providers through its Parent Policy Council and Family Engagement programs.

CAPK's Central Kitchen provides nutritious breakfasts, lunches and snacks prepared and delivered each day. This includes 800,000 meals annually. Menus are prepared for pre-k, toddler, infant, and special dietary needs for the thousands of children in Head Start centers.

53
Head Start Centers

4,435
Preschool Children Served

1,935
Infants & Toddlers Served

830,721
Meals by Central Kitchen

276,254
Parent Volunteer Hours

Since it was established in 1965, Head Start has served more than 35 million children and their families nationwide!

Youth Centers

Shafter Youth Center and Friendship House Community Center offer welcoming environments for youth and families to access educational and support services. With assistance from community volunteers, partners and mentors, the community centers provide after-school, summer and pre-employment programs to strengthen lives. Parenting and nutrition education classes, sports activities, gang prevention programs, access to social services, and more, foster positive social interactions and build on important life skills.

Both centers serve as food distribution sites for CAPK's Food Bank and referral points for CAPK's Head Start, Energy, and partner programs.

110
After School Participants

216
Summer Program Participants

130
Teen Pregnancy Prevention Participants

157
Gang Prevention Participants

187
PREP Works Participants

4,541
Served by the Mexican Consulate at Friendship House

Volunteer Income Tax Assistance (VITA)

CAPK VITA staff and volunteers provide year-round tax preparation and e-filing for low-to medium-income individuals and families. All VITA services are provided through trained IRS-certified staff and community volunteers to maximize refunds and take advantage of the Earned Income Tax Credit (EITC).

CAPK and United Way have partnered as the **Kern VITA Partnership** to serve the residents of Kern County, and as result, millions of tax dollars and EITC credits that might go unclaimed each year, come back to Kern families and stimulate the local economy.

5,321
Tax Returns Completed

$3,694,856
Federal & State Earned Income Tax Credit

$1,134,140
State Tax Refunds

$8,786,072
Total Refunds & Credits

The EITC tax credit is a benefit for working people who have low to moderate income. A tax credit means more money in your pocket. It reduces the amount of tax you owe and may also give you a refund.

2-1-1 Kern County

CAPK's 2-1-1 Kern County is a 24/7 information and referral service that provides Kern County residents with resource information and links to community health and human services at no cost. Kern's program also assists other Central Valley counties with their 2-1-1 services.

A comprehensive database of active social service agencies is available to the public by simply calling 2-1-1 or online at **www.211kerncounty.org**.

The Kern County Homeless Collaborative has also designated CAPK's 2-1-1 program as the county's Coordinated Entry System in an effort to end homelessness. It serves as a single point of entry where homeless individuals can quickly access critical services through a single assessment and referral process.

3,032
Resources

1,500
Social Service Providers

101,580
Calls Received In Kern County

23,031
Calls Received In Other Counties

90,446
Referrals to Services

Migrant Childcare

Alternative Payment (MCAP)

The Migrant Childcare Alternative Payment Program provides vouchers that allow parents to choose the best childcare option for their family as they move to new communities to find gainful employment opportunities. To promote the continuity of childcare, a family who migrates throughout the State of California continues to be eligible for services with the MCAP program.

The program serves migrant, agriculturally working families through six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno.

434
Families Served

$6,700,000
Economic Growth in Rural Counties

1,153
Children Served

$1,500,000
Reimbursed to Childcare Providers in Kern County

16
Counties Served Throughout California

6
Entry Counties

East Kern
Family Resource Center

East Kern Family Resource Center is a regional service hub in Mojave, California that assists individuals and families in eastern Kern County communities - from the desert to Tehachapi.

The program provides case management, differential response, emergency resources and financial empowerment activities to strengthen families and prepare children and families to successfully enter kindergarten. Through the center's referral program, clients are able to connect to services including dental care, mental health counseling, substance abuse treatment, utility bill assistance and community programs.

1,139
East Kern Residents Served

232
Individuals Served With Emergency Supplies

38
Children Enrolled in Kindergarten Prep

258
Served With Emergency Clothing

309
Family Referrals to Differential Case Management

35
Children Immunized

Food Bank

Established in 1983, the Food Bank acquires food and other resources that are distributed through partner sites to help alleviate hunger and meet the nutritional needs of economically disadvantaged individuals, families, seniors and the homeless of Kern County, which are spread throughout Kern County's 8,200 square miles.

Millions of pounds of food is obtained through Federal assistance and funds and the assistance of local growers/donors and distributed annually to non-profits, churches, community centers, homeless shelters, and poverty fighting agencies throughout Kern County.

Over half of those served by the Food Bank are children.

104
Partner Distribution Sites

13,571,152
Pounds of Food Distributed

507,085
Pounds of Produce Distributed

3,500
Participants in Senior Food Program

Women, Infants and Children (WIC)

For over 40 years, The WIC program as been addressing the health and nutrition needs of pregnant, breastfeeding and postpartum women, infants and children up to 5 years old in low income families.

WIC provides free supplemental foods, nutrition education, breastfeeding support and education, and other support services all designed to help all eligible families living in our service area, regardless of immigration status — eat well, be active, and stay healthy.

To learn more about services and public charge, please visit **www.capk.org.**

16,288
Families Served

20
Sites In Kern County

5
Sites In San Bernardino County

7,302
Received Breastfeeding & Women's Nutritional Health Education

There are WIC offices on or near most military bases, because many military families fall within the income eligibility guidelines.

Energy Program

CAPK's Energy Program assists income-eligible residents with utility bill payments, home weatherization, and energy education—at no cost to participants.

Services, available to both homeowners and renters who qualify, include weather stripping, repair or replacement of windows and doors, heating/cooling appliances, stoves and refrigerators, and more. Increasing home energy efficiency can save families hundreds of dollars each year.

8,683
Homes Provided Gas & Electric Bill Payment Assistance

211
Households Received Propane Assistance

68
Household Installations of Energy-Efficient Appliances

339
Home Weatherization Assistance

Dial
2·1·1 ***Kern County***
To connect with services!

Financial Report

STATEMENT OF FINANCIAL POSITION

February 28, 2018

ASSETS

Current Assets:	
Cash	$3,850,166
Grants and contracts receivable	3,672,278
Inventory	1,265,045
Prepaid expenses	398,620
Total current assets	9,186,109
Non-current Assets:	
Property and equipment	11,826,611
Total assets	**$21,012,720**

LIABILITIES AND NET ASSETS

Current Liabilities:	
Current maturities of long-term debt	$ 352,246
Accounts payable	1,883,875
Accrued expenses	2,599,489
Advances payable	22,808
Deferred revenue	1,728,320
Total current liabilities	6,586,738
Non-current Liabilities:	
Long-term debt, less current maturities	2,429,474
Total liabilities	9,016,212
Net Assets:	
Temporarily restricted	70,439
Unrestricted	11,926,069
Total net assets	11,996,508
Total liabilities and net assets	**$21,012,720**

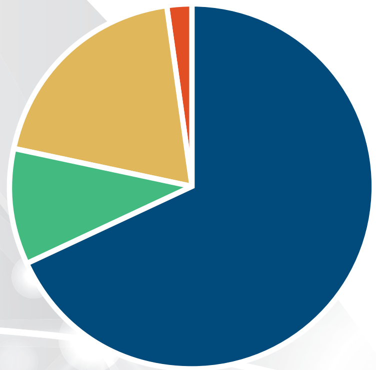
STATEMENT OF OPERATIONS

For the year ended February 28, 2018

Program Revenues:	
Federal grants	$50,884,959
State grants	7,255,896
Local grants	462,567
Public Support:	
Contributions in-kind	78,737
Donations:	
Food	14,402,415
Cash	112,386
Gain on sale of assets	15,441
Other	1,570,786
Total revenue, gains, and other support	**74,783,187**
Expenses:	
Program:	
Child Care	39,203,876
Nutrition	22,795,661
Energy conservation	4,225,560
Community services	1,792,987
General and administrative	5,752,850
Fundraising	23,645
Total expenses	**73,794,579**
Change in net assets	988,608
Net assets, beginning	11,007,900
Net assets, ending	**$11,996,508**

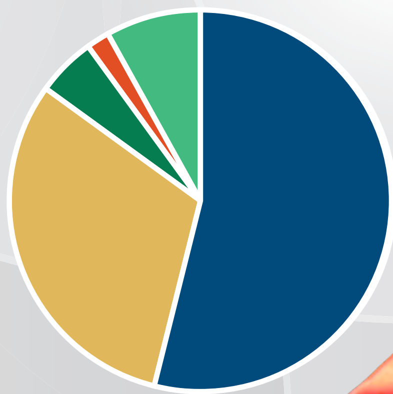
REVENUE

Federal Grants	$50,884,959	68%
State/Local Grants	7,718,463	10%
Donations/Contributions	14,593,538	20%
Other	1,586,227	2%



EXPENSES

Child Care	$39,203,876	54%
Nutrition	22,795,661	31%
Energy Conservation	4,225,560	5%
Community Services	1,792,987	2%
General and Administrative/ Fundraising	5,776,495	8%



Helping People...
Changing Lives.

Thank you for your support!

Our Vision

At CAPK we envision a future where communities are economically stable centers of potential with abundant resources for all people.

Our Mission

Community Action Partnership of Kern shall provide and advocate for resources that will empower members of the communities we serve to be self-sufficient.

Guiding Principles

Leadership • Respect & Honor • Quality Service Delivery • Commitment • Communication

capk Community Action Partnership of Kern

CAPK Administration Office
5005 Business Park North
Bakersfield, CA 93309
(661) 336-5236

Visit us online
www.capk.org

Dial 2·1·1 Kern County

Appendix 11

CAPK Food Bank Partners List

Community Action Partnership of Kern
Food Bank Partner List

NAME	LOCATIION ADDRESS	CITY	SITE ZIP
Wasco Recreation & Parks Dist.	1280 Poplar Ave	Wasco	93080
Arvin VFW	1025 S. Derby St	Arvin	93203
Village Congregational Community	1112 Richard St	Arvin	93203
Buttonwillow Senior Center	131 East First St	Buttonwillow	93206
Buttonwillow-Parks and Rec District	131 1st Street	Buttonwillow	93206
Salvation Army-Buttonwillow(Shafter Unit)	42600 Hwy 58 93206	Buttonwillow	93206
Casa de Hernandez	200 Albany St	Delano	93215
Delano Adult Day Care	1457 Glenwood St	Delano	93215
Delano Armory	925 Ellington St	Delano	93215
Delano Community Connections	1842 Norwalk	Delano	93215
Delano Olsen Rotary Village	1635 Randolph St.	Delano	93215
Delano Senior Center	925 Ellington St	Delano	93215
Mt. Communities Family Resource Center	3015 Mt. Pinos way	Frazier Park	93225
Salvation Army Frazier Park	3801 Park Dr	Frazier Park	93225
Salvation Army-Frazier Park	3801 Park Dr.	Frazier Park	93225
Grace Chapel	12312 Mt Mesa Rd	Lake Isabella	93240
Lake Isabella Rotary Club of Kern River Valley	6405 Lake Isabella Blvd	Lake Isabella	93240
Mount Mesa- Grace Chapel	12312 Mtn. Mesa Rd	Lake Isabella	93240
Salvation Army-Lake Isabella	6105 Lake Isabella Blvd.	Lake Isabella	93240
Pentecostal Church of God	9901 Velma Ave Lamont	lamont	93241
Lamont Iglesia Monte Sion	7617 Kearney Ave	Lamont	93241
Lamont Senior Center	10300 San Diego	Lamont	93241
Lost Hills Park & Recreation Building	Hwy 46 at Lost Hills Blvd	Lost Hills	93249
La Mission de Jesus	188 San Juan St	McFarland	93250
McFarland Mission De Jesus	188 San Juan St	McFarland	93250
Maricopa- Gusher Hall	267 CA-33	Maricopa	93252
Salvation Army-Shafter	285 E. Lerdo Hwy	Shafter	93263
Shafter CAPK Shafter Youth Center	455 E. Euclid Ave	Shafter	93263
Shafter Christian Fellowship	632 James street	Shafter	93263
Shafter Youth Center	455 East Euclid	Shafter	93263
Heritage Park Apartments	201 8th st	Taft	93268
Laborers of the Harvest	201 1/2 Harrison St	Taft	93268
NEEDS Center	518 Main St	Taft	93268
New Hope Temple	308 Harrison St.	Taft	93268
Taft N.E.E.D.S. Center	518 Main St	Taft	93268
Taft NEEDS Center	518 Main St	Taft	93268
Griffith Avenue Baptist Church	408 Griffith Ave	Wasco	93280

Community Action Partnership of Kern
Food Bank Partner List

NAME	LOCATIION ADDRESS	CITY	SITE ZIP
Griffith Ave Baptist Church	408 Griffith Ave		93280
God's Storehouse	16475 HWY 178		93283
Wofford Heights	25 Arden Ave	Wofford Heights	93285
Catholic Charities	825 Chester Ave.	Bakersfield	93301
Lowell Place	500 R St	Bakersfield	93301
Park Place	2250 R St	Bakersfield	93301
Village Park Place	2300 R St	Bakersfield	93301
Bakersfield Burrito Project	930 Truxtun Ave, Suite 110	Bakersfield	93301
Catholic Charites	809 Chester Ave	Bakersfield	93301
City Serve/ Canyon Hills	3201 F Street	Bakersfield	93301
Family Resource Center of Bks(Catholic Charities)	809 Chester Ave.	Bakersfield	93301
First Presbyterian Church	1705 17th St	Bakersfield	93301
Golden Empire Transit District	1830 Golden State Ave	Bakersfield	93301
Vineyard Christian Fellowship (The River)	928 17th St	Bakersfield	93301
California Avenue Apartments	1015 O st	Bakersfield	93304
Mill Creek Village	508 18th st.	Bakersfield	93304
Plaza Tower	3015 Wilson Rd	Bakersfield	93304
Anchor of Hope Outreach	926 8th St	Bakersfield	93304
Bakersfield Senior Center	530 4th Street	Bakersfield	93304
Central Church of Christ	425 S. H St	Bakersfield	93304
Chester Ave. Community Church	1509 S. Chester Ave	Bakersfield	93304
Goodness & Mercy Ministries	1111 California Ave	Bakersfield	93304
Goodness and Mercy Ministries	1111 California Ave	Bakersfield	93304
Grace Assembly of God	2800 Larson Ln.	Bakersfield	93304
Rexland Christ Cathedral	2301 White Lane	Bakersfield	93304
Southside Seventh-Day Adventist Church	1330 3rd St	Bakersfield	93304
St. John Manor	900 4th St.	Bakersfield	93304
Stay Focused	1225 CALIFORNIA AVE.	Bakersfield	93304
Loma Council Senior Center	2101 Ridge Rd	Bakersfield	93305
Sunnylane Apartments	2601 Sunny Ln	Bakersfield	93305
Anchor of Hope in Christ Church	2300 N Kern St	Bakersfield	93305
Bakersfield College Renegade Pantry	1801 Panorama Dr	Bakersfield	93305
Bakersfield Homeless Center	1600 E. Truxtun Ave	Bakersfield	93305
Bakersfield Rescue Mission	724 E 21 St	Bakersfield	93305
Centro Cristiano Agape	409 Baker street	Bakersfield	93305
LA Loma Council Veterans Hall	2101 Ridge Rd	Bakersfield	93305
Miracle Music 4 Kids	405 E 19th St	Bakersfield	93305

NAME	LOCATIION ADDRESS	CITY	SITE ZIP
Nuevo Amanecer	500 E. Truxtun Ave	Bakersfield	93305
Right Now Community Outreach	818 Baker Street	Bakersfield	93305
Bakersfield Christian Church	3200 Bernard Street	Bakersfield	93306
Cornucopia Services	600 Fairfax Rd	Bakersfield	93306
Corucopia After School Program	600 FAIRFAX RD.	Bakersfield	93306
Casa de Eva	1655 E. California Ave	Bakersfield	93307
Dignity Health Outreach Center	1627 Virginia Ave	Bakersfield	93307
Friendship House Community Center	2424 Cottonwood Rd	Bakersfield	93307
Friendship House	2424 Cottonwood Rd	Bakersfield	93307
Gridstone	3025 Lotus Ln	Bakersfield	93307
Isaiah's Sober living Phase 1 & 2	1904 Clarendon St	Bakersfield	93307
Mercy & Memorial Learning Center	631 E. California Ave.	Bakersfield	93307
Reaching by Recycling	520 Union Ave	Bakersfield	93307
Saints Memorial Church of God in Christ	200 Pacheco Road	Bakersfield	93307
South Gate Redemption Center	1017 South Gate Dr	Bakersfield	93307
Turning Point Re-Entry	1101 Union Ave	Bakersfield	93307
Harmony Apartments	5948 Victor St	Bakersfield	93308
Kern Canyon Estate	8500 Kern Canyon Rd	Bakersfield	93308
Rasmussen Senior Center	1115 Roberts Lane	Bakersfield	93308
Bakersfield Family Church	106 Wilson Ave	Bakersfield	93308
Connection Ministries, Inc	7220 Rosedale Hwy	Bakersfield	93308
Grace Assembly of God North Campus	1510 McCray Ave.	Bakersfield	93308
Hope Center	3311 Manor St	Bakersfield	93308
Lions for Christ Ministries	6230 Norris Rd	Bakersfield	93308
New Covenant PCG	800 Airport Dr	Bakersfield	93308
Oildale S.D.A. Church	612 Sharon Place	Bakersfield	93308
Sunshine Church PC of God	515 Roberts Lane	Bakersfield	93308
Veterans Assistance Foundation	729 Decatur Street	Bakersfield	93308
Word Alive Ministry (The Rock Church)	315 May St	Bakersfield	93308
Bakersfield Central SDA	4201 Wilson Rd	Bakersfield	93309
Christ First Ministries, Incorp	625 Robinson St.	Bakersfield	93309
Community Family Fellowship	1400 Easton Dr. Ste#115	Bakersfield	93309
First Congregational Church	5 Real Road	Bakersfield	93309
Salvation Army-Wilson Road	4417 Wilson Road	Bakersfield	93309
STAY FOCUS	1225 CALIFORNIA AVE.	Bakersfield	93309
CSUB	9001 Stockdale Hwy	Bakersfield	93311
CSUB	9001 Stockdale Hwy	Bakersfield	93311
New Life Center	4201 Stine Rd	Bakersfield	93311

Community Action Partnership of Kern
Food Bank Partner List

NAME	LOCATIION ADDRESS	CITY	SITE ZIP
Celebration Church	10011 Rosedale Hwy	Bakersfield	93312
Bakersfield New Life Center	4201 Stine Rd	Bakersfield	93313
Sovereign Grace Outreach	14621 Rosedale Hwy	Bakersfield	93314
East Kern Salvation Army	15662 K Street	Mojave	93501
God's Enduring Touch of Grace	10031 58th Street West	Mojave	93501
Mojave Veterans Hall	15580 O street	Mojave	93501
Cal-City Assembly of God	21924 Calhoun Dr	Cal City	93505
Our Lady of Lourdes Catholic Church	9970 California City Blvd.	Cal City	93505
Boron Senior Center	27177 Twenty Mule Team Rd	Boron	93516
Twin Oaks Community Church	16123 Caliente Creek Rd	Caliente	93518
Inyokern	1247 Broadway	Inyokern	93527
Salvation Army Ridgecrest	151 N. Downs	Ridgecrest	93555
Salvation Army-Ridgecrest	151 N Downs	Ridgecrest	93555
St. Michael's Episcopal Church	200 W. Drummond Ave	Ridgecrest	93555
RCCG - Rehoboth Parish	2727 Diamond St. Rosamond	Rosamond	93560
Rosamond Hummel Community Hall	2500 20th St	Rosamond	93560
Saint Malachy Conference	407 W. E St.	Tehachapi	93561
Salvation Army Tehachapi West Park Center	538 East Tehachapi Blvd	Tehachapi	93561
Salvation Army-Tehachapi	538 East Tehachapi Blvd	Tehachapi	93561
CORNUCOPIA AFTER SCHOOL PROGRAM	600 FAIRFAX RD.	Bakersfield	93306

Appendix 12

CAPK Finance Policy for Sub-Recipients

SUBRECIPIENTS

Making of Subawards

From time to time, CAPK may find it practical to make subawards of federal funds to other organizations. All subawards in excess of the simplified acquisition threshold shall be subject to the conflict of interest policies described in the preceding section. In addition, all subrecipients must be approved in writing by the federal awarding agency and agree to the subrecipient monitoring provisions described in the next section.

CAPK is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward to determine the appropriate monitoring. Evaluations may include such factors as: *(2 CFR Part 200.331(b))*

- The subrecipient's prior experience with the same or similar subawards;
- The results of previous audits including whether or not the subrecipient receives a Single Audit, and the extent to which the same or similar subaward has been audited as a major program;
- Whether the subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

In addition, CAPK shall obtain the following documents from all new subrecipients:

1. Articles of Incorporation
2. Bylaws or other governing documents
3. Determination letter from the IRS (recognizing the subrecipient as exempt from income taxes under IRC section 501(c)(3))
4. Last three years' Forms 990 or 990-EZ, including all supporting schedules and attachments (also Form 990-T, if applicable)
5. Copies of the last three years' audit reports and management letters received from subrecipient's independent auditor (including all reports associated with audits performed in accordance with 2 CFR Part 200.500 – 521, if applicable)
6. Copy of the most recent internally-prepared financial statements and current budget
7. Copies of reports of government agencies (Inspector General, state or local government auditors, etc.) resulting from audits, examinations, or monitoring procedures performed in the last three years

Monitoring of Subrecipients

When CAPK utilizes federal funds to make subawards to subrecipients, CAPK is subject to a requirement to monitor each subrecipient in order to provide reasonable assurance that subrecipients are complying, in all material respects, with laws, regulations, and award provisions applicable to the program.

In fulfillment of its obligation to monitor subrecipients, the following policies apply to all subawards of federal funds made by CAPK to subrecipients:

The following required information will be provided to all subrecipients:

1. Federal Award Identification.
   a. Subrecipient name (which must match registered name in DUNS);
   b. Subrecipient's DUNS number ;
   c. Federal Award Identification Number (FAIN);
   d. Federal Award Date;
   e. Subaward Period of Performance Start and End Date;
   f. Amount of Federal Funds Obligated by this action;
   g. Total Amount of Federal Funds Obligated to the subrecipient;
   h. Total Amount of the Federal Award;
   i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
   j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official,
   k. Catalogue of Federal Domestic Assistance (CFDA) Number and Name. CAPK must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
   l. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs).

2. All requirements imposed by CAPK on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

3. Any additional requirements that CAPK imposes on the subrecipient in order for CAPK to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

4. An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between CAPK and the subrecipient, or a de minimis indirect cost rate as defined in § 200.414 Indirect costs.

5. A requirement that the subrecipient permit CAPK and auditors to have access to the subrecipient's records and financial statements as necessary for CAPK to meet the monitoring requirements of 2 CFR Part 200; and

6. Appropriate terms and conditions concerning closeout of the subaward.

7. Subawards shall require that subrecipient employees responsible for program compliance obtain appropriate training in current grant administrative and program compliance requirements.

8. Subawards shall require that subrecipients submit financial and program reports to CAPK on a basis no less frequently than monthly.

9. CAPK will follow up with all subrecipients to determine whether all required audits have been completed. CAPK will cease all funding of subrecipients failing to meet the requirement to undergo an audit in accordance with 2 CFR Part 220.501. For subrecipients that properly obtain an audit in accordance with 2 CFR Part 200.501, CAPK shall obtain and review the resulting audit reports for possible effects on CAPK's accounting records or audit.

10. CAPK shall assign one of its employees the responsibility of monitoring each subrecipient on an ongoing basis during the period of performance by the subrecipient. This employee will establish and document, based on her or his understanding of the requirements that have been delegated to the subrecipient, a system for the ongoing monitoring of the subrecipient.

11. Ongoing monitoring of subrecipients will vary from subrecipient to subrecipient based on the nature of work assigned to each. However, ongoing monitoring activities may involve any or all of the following:

    a. Regular contacts with subrecipients and appropriate inquiries regarding the program.
    b. Reviewing programmatic and financial reports prepared and submitted by the subrecipient and following up on areas of concern.
    c. Monitoring subrecipient budgets.
    d. Performing site visits to the subrecipient to review financial and programmatic records and assess compliance with applicable laws, regulations, and provisions of the subaward.
    e. Offering subrecipients technical assistance where needed.
    f. Maintaining a system to track and follow up on deficiencies noted at the subrecipient in order to ensure that appropriate corrective action is taken.
    g. Establishing and maintaining a tracking system to ensure timely submission of all reports required of the subrecipient.

12. Documentation shall be maintained in support of all efforts associated with monitoring of subrecipients.

13. In connection with any subrecipient that has been found to be out of compliance with provisions of its subaward with CAPK, responsive actions by the Organization shall be determined by Director of Finance. Such actions may consist of any of the following actions:

    a. Increasing the level of supporting documentation that the subrecipient is required to submit to CAPK on a monthly or periodic basis.
    b. Requiring that subrecipient prepare a formal corrective action plan for submission to CAPK.
    c. Requiring that certain employees of the subrecipient undergo training in areas identified as needing improvement.
    d. Requiring documentation of changes made to policies or forms used in administering the subaward.

e. Arranging for on-site (at the subrecipient's office) oversight on a periodic basis by a member of the CAPK accounting or grant administration staff.
f. Providing copies of pertinent laws, regulations, federal agency guidelines, or other documents that may help the subrecipient.
g. Arranging with an outside party (such as CAPK's own independent auditors) for periodic on-site monitoring visits.
h. Reimbursing after-the-fact, and not provide advances.
i. Requiring review and approval for each disbursement and all out-of-area travel.
j. As a last resort, terminating the subaward relationship and seeking an alternative.

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

Pritika R

From: Pritika Ram, Director of Administration

Date: May 29, 2019

Subject: *Agenda Item VI(d):* 211 Help Me Grow Contract and Approval of New Position – **Action Item**

Since 2017 through our 211 Program, we have worked with the Kern County Children and Families Commission, known as First 5, on implementing the Help Me Grow program. This program is geared towards providing a comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five year of age. As we near the end of our three-year contract (June 30, 2019), First 5 has engaged our program to expand the scope of work and impact of the Help Me Grow program. This expansion will move 211 from solely conducting telephone triage and referral services to include a dedicated position, Development Specialist. This position will provide an assessment to children under 5 years of age that screen high or moderate risk for a delay or a developmental disability using a developmental assessment to conduct developmental screening evidenced-based tool and provide the needed service referrals.

The initial contract term is for one year, July 1, 2019 to June 30, 2019, with the anticipation of two additional years. The First 5 Commission will receive funding for this program through the Kern County Behavioral Health and Recovery Services division. The annual budget will increase from $50,000 annually to an estimated $170,000.

To build the job description, we contacted and received several similar job descriptions from other Help Me Grow agencies, as well as, had staff at First 5 and their consultants review and approve the scope of work. The job description was pointed by our Human Resources Department as a Grade 6 and the salary range was determined based on similar job descriptions within the Agency and similar programs within the State.

This position is contingent upon the approval and execution of the Help Me Grow contract with the First 5 Commissioners.

Recommendation
Staff request the Board to approve a new budget, amended scope of work, new position, and authorize the CEO to execute the new Help Me Grow contract with First 5.

Attachments
First 5 Help Me Grow Agreement Amendment (draft)
Development Specialist job description
Help Me Grow – Scope of Work (draft)
Help Me Grow – Budget (draft)

AMENDMENT NUMBER 2 TO AGREEMENT
Kern County Children and Families Commission
and
Community Action Partnership of Kern

THIS AMENDMENT NO. 2 ("Amendment No. 2") is made and entered into on June 5, 2019 ("Effective Date"), by and between the Kern County Children and Families Commission, a legal public entity established in accordance with the California Children and Families Act of 1998 (hereinafter "Commission"), and Community Action Partnership of Kern, (hereinafter "Contractor"), whose principal place of business is at 300 19th Street, Bakersfield, California. (Whenever duties or obligations are performed jointly by Commission and Contractor, Commission and Contractor will be referred to as "Parties").

WITNESSETH:

WHEREAS

a. The voters of the State of California have enacted the California Children and Families Act of 1998 (hereinafter "The Act"), codified in Health and Safety Code Section 130100 et seq., also known as Proposition 10; and

b. The Board of Supervisors of Kern County has established, pursuant to The Act and Kern County Ordinance Code 2.100, the Kern County Children and Families Commission; and

c. Commission desires to create and implement a comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age; and

d. Commission has adopted a Strategic Plan that describes the Commission's vision for a comprehensive system to support early childhood development in Kern County and the services of Contractor as set forth in this agreement are consistent with and promote the goals of the Commission contained in the Strategic Plan; and

e. Commission is authorized to enter into agreements for professional services pursuant to The Act and the Kern County Ordinance Code; and

f. On February 1, 2017, the Commission and Contractor entered into Agreement 2017.2.01 ("Agreement"), for the provision of Professional Services in accordance with the direction of the Commission; and

g. On July 1, 2018, the Commission and Contractor entered into Amendment No. 1 ("Amendment No. 1"), for the provision of Professional Services in accordance with the direction of the Commission; and

h. The Commission and Contractor wish to amend the Amendment No. 1 with this Amendment No. 2 to replace and extend the term dates and increase the total compensation payable under the Agreement in accordance with the direction of the Commission.

NOW THEREFORE, the parties hereto enter into this Amendment No. 2 as follows:

1. Paragraph 4 of the Agreement is hereby amended consistent with the following:

    1. Term. – This Agreement shall be deemed in force as of the date first above written and shall remain in effect until June 30, 2020, unless sooner terminated as hereinafter provided.

    2. Compensation. – Compensation to Contractor shall be based upon actual costs as described in Attachments B1.2 and B2.2 Budget Forms. Commission will reimburse Contractor for all necessary and reasonable expenses incurred in accordance with the Budget Forms for providing the services on behalf of Commission in an aggregate amount not to exceed $222,304.00 in accordance with Attachment B1.2 and B2.2, which is attached hereto and made a part hereof. No reimbursement will be made for any expense that is determined by the Commission in its sole discretion to be a supplanting of state or local General Fund money.

2. Attachment A1 – Scope of Work-Evaluation Plan is replaced with Attachment A1.2 (Amendment No. 2) – Scope of Work-Evaluation Plan dated April 1, 2019. All references to Attachment A1 appearing within the Agreement are deemed to refer to Attachment A1.2 (Amendment No. 2).

3. Attachment B1 – Project Budget is replaced with Attachments B1.2 and B2.2 (Amendment No. 2) – Program Budget dated April 1, 2019. All references to Attachment B1.2 (Amendment No. 1) appearing within the Agreement are deemed to refer to Attachment B1.2 and B2.2 (Amendment No. 2).

4. Except as amended herein, all other terms, conditions, provisions, and obligations set forth in the Agreement for Professional Services by and between Commission and Contractor, as amended, shall remain in full force and effect.

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IN WITNESS TO WHICH, each Party to this Amendment No. 2 has signed this Amendment No. 2 upon the Effective Date, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Amendment No. 2.

"Commission"	"Contractor"
___________________________	___________________________
Roland Maier Executive Director	Jeremy T. Tobias, Executive Director Community Action Partnership of Kern Tax Identification #95-2402760
Date Signed: _________________	Date Signed: _________________
Approved as to form: Office to County Counsel,	Approved as to content:
___________________________	___________________________
Bryan Walters Deputy County Counsel	Pritika Ram, Director of Administration Community Action Partnership of Kern

COMMUNITY ACTION PARTNERSHIP of KERN
Development Specialist

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 6 **FLSA Status:** Nonexempt **Date Approved:** 05/29/19

SUMMARY:

Provide an assessment to children under 5 years of age that screen high or moderate risk for a delay or a developmental disability using a developmental assessment to conduct developmental screening evidenced-based tool and provide the needed service referrals. Moderate or high-risk children will be provided with intervention resources and referrals specific to the child's special health care needs, brief counseling services as appropriate, advocacy and as needed follow-up developmental monitoring. ***Proficient Bilingual Spanish required.***

SUPERVISION RECEIVED:
Program Manager

SUPERVISION EXERCISED:
N/A

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

A. Essential Job Specific Duties:

- Provide effective assistance to families with child development concerns and parent/caregivers.
- Establish the rapport necessary to conduct the developmental screening for subsequent care.
- Conduct developmental screenings using on-line and/or in-person screening to detect potential delays or disabilities in children birth to 5 years of age.
- Work closely with the Care Coordinator and/or designee on developed action plans with families to obtain the identified assessment and necessary intervention services.
- Act as an advocate and support the families to ensure access and receipt of intervention services and other needed health services in the community.
- Assist with navigating early intervention service delivery system providing parent-friendly information, support and counseling when appropriate, content expertise, and referrals to other agencies for further assistance.
- Attend trainings and meetings, within or outside of the county, to network with early intervention providers as required.
- Maintain accurate records of phone calls, documentation, contacts, referrals, etc. and enter into the Care Coordination database.

- Report suspected child abuse to the county child welfare agency when incidents of alleged child abuse, neglect, and/or exploitation are disclosed or suspected during a call.
- Assume related responsibilities as appropriate or assigned.

B. Other Job Specific Duties:

- Other duties and special projects 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:

- Developmental disabilities established risk conditions that may result in developmental disabilities and high-risk conditions for a developmental disability and related service providers.
- Utilize effective organizational skills and the ability to handle multiple activities with changing priorities simultaneously.
- Utilize effective oral, listening, written and presentation communications skills, solid grammar, style and content writing skills.
- Write and maintain comprehensive and concise case management records.
- Teach the inquirer self-advocacy skills in understanding resource networks and navigating systems.
- Perform risk assessment.
- Determine appropriate referral/response.
- Contact directly or facilitate inquirer's contact with appropriate agencies/authorities.
- Computer software programs such as Microsoft Word, Excel and Power Point, Access and other database management systems.
- Work effectively in team environment.
- Work effectively, interact, and clearly communicate with people of diverse cultures, ages, and economic backgrounds.
- Practice within established ethical and legal parameters.
- Excellent oral, listening, written and presentation communications skills.
- Work independently and exercise initiative and good judgment.

Ability to:

- Multitask in a hectic environment
- Write with an emphasis on correct grammar and ability to summarize
- Analyze problems; identify alternative solutions
- Plan and implement developmentally appropriate routines, activities and experiences.
- Work independently.
- Exercise sound, independent judgment within general policy guidelines.
- Provide guidance, interpret and explain policies and procedures.
- Understand and apply written regulations and instructions.
- Work with accuracy and attention to detail.

- Operate and use modern office equipment including multi-line phone system.
- Effectively organize and prioritize assigned work.
- Establish and maintain effective working relationships with staff and other agencies.
- Proficient at Windows based computers and working knowledge of Excel, PowerPoint, and Microsoft Word & Outlook.
- Proficient in client data entry and documentation within a shared database.

EDUCATION AND EXPERIENCE:

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

- Complete a minimum of 12 semester units of course work in early childhood education or child development (excluding field work), including at least one course of at least three semester units in each of the following core areas:
  - Child/human growth and development
  - Child, family, and community, or child and family relations
  - Early Childhood Education programs/curriculum
- 1-year experience working in the Child Development field.

OTHER REQUIRMENTS:

- Bilingual language fluency (English/Spanish) required
- Completion of developmental screening training within 60 days of employment.
- Child Development Associate Teacher Permit desired.
- Completion of physical and substance abuse screening required upon offer of employment.
- Required to provide and keep a valid California driver license, current personal auto insurance, and a clean DMV record. You must have access to reliable transportation to arrive to work and attend required job duties in which you will be reimbursed mileage for work related travel.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Senior Information & Referral Specialist			
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		

ATTACHMENT A2 - SCOPE OF WORK-EVALUATION PLAN

Program Title: *Help Me Grow Kern County (Community Action Partnership of Kern)*
Contract #: *2017.2.01*
Contract Period: *02/01/17-06/30/20*

Program Officer: *Anastasia Lester*
Finance Officer: *Charlene McNama*
Research Associate: *Theresa Ortiz*

FOCUS AREA: Parent Education and Support Services

F5 CA Result Area: Improved Family Functioning | ***F5 CA Service Area: General Family Support***

EVALUATION					PROGRAM				
								Performance Reporting	
Focus Area	**Objective**	**Result Indicator**	**Service Category**	**Data Collection Tool**	**Funding Allocation** *(must total 100%)*	**Assigned Staff**	**Service Description**	***Reporting Unit***	***Annual Target***
1. Health and Wellness	1.3. Children will be provided health, dental, mental health, developmental and vision screenings and/or preventative services	1.3.1. Number of children who received developmental screenings	Developmental Screening	ASQ-3 and/or ASQ-SE:2 Administered according to the assessment schedule, based on the child's date of birth	25%	Program Manager, Development Specialist (1.5 FTE), and Information & Referral Specialist	1) Assist parents/guardians (with children ages 0-5) referred from participating agencies who are interested in a developmental assessment for their child(ren). The parents/guardians will be assisted one of the following methods: (1) The Development Specialist will complete a developmental assessment; or (2) Refer the parent/guardian to a participating partner; or (3) Request the parent/guardian complete the developmental assessment online. The Development Specialist will monitor (via the texting service) and follow-up with parents/guardians to ensure a developmental screening was completed.	Children	N/A

FIRST 5 KERN

ATTACHMENT A2 - SCOPE OF WORK-EVALUATION PLAN

Program Title: *Help Me Grow Kern County (Community Action Partnership of Kern)*
Contract #: *2017.2.01*
Contract Period: *02/01/17-06/30/20*

Program Officer: *Anastasia Lester*
Finance Officer: *Charlene McNama*
Research Associate: *Theresa Ortiz*

FOCUS AREA: Parent Education and Support Services

F5 CA Result Area: Improved Family Functioning — *F5 CA Service Area: General Family Support*

EVALUATION					PROGRAM			Performance Reporting	
Focus Area	Objective	Result Indicator	Service Category	Data Collection Tool	Funding Allocation *(must total 100%)*	Assigned Staff	Service Description	*Reporting Unit*	*Annual Target*
1. Health and Wellness	1.4. Children with identified special needs will be referred to appropriate services	1.4.2. Number of identified special needs children who received special needs services	Children	N/A	25%	Program Manager, Development Specialist (1.5 FTE), and Information & Referral Specialist	2) The Development Specialist will work with the HMG Care Coordinator to coordinate services for children who received a developmental screening and require a referral for intervention services.	Children	N/A
4. Integration of Services	4.2. Community supportive services improvement efforts that support integration of services for parent education and support services.	4.2.2. Number of providers who attended collaborative meetings	Collaborative	N/A	25%	Program Manager and/or designated staff	3) The Program Manager (or designated staff member) will attend the Kern County Child Assessment Team (KC-CAT) meetings and all other meetings related to the developmental screening initiative.	Providers	N/A
4. Integration of Services	4.4. Community strengthening efforts that support education and community awareness	4.4.1. Number of providers who attended educational events on early childhood topics		N/A	25%	Program Manager and/or designated staff	4) The Development Specialist will work with the HMG Care Coordinator and First 5 Kern staff to engage with local agencies on strengthening the developmental screening partnership.	Providers	N/A

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KERN COUNTY CHILDREN AND FAMILIES COMMISSION
ATTACHMENT B2 - AMENDMENT #2 BUDGET FORM

ORGANIZATION:	Community Action Partnership of Kern		
PROGRAM TITLE:	Help Me Grow Kern County		
BUDGET PERIOD:	07/01/2019-06/30/2020		
FISCAL CONTACT:	Pritika Ram		
CONTACT PHONE:	661-336-5236 ext.1142	**E-MAIL:**	pram@capk.org

DRAFT

I. PERSONNEL SERVICES Title, Name	**Hourly Rate**	**Prop 10 Program Hours**	**Prop 10 Program Budget**	**Organization Support or In-Kind**	**Total Program Budget**
Program Manager (0.20 FTE)	$ 29.89	416	$ 12,434	$ -	$ 12,434
Deveopment Specialist (1 FTE)	$ 17.94	2,080	$ 37,315	$ -	$ 37,315
Deveopment Specialist (1 FTE)	$ 17.94	2,080	$ 37,315	$ -	$ 37,315
Information & Referral Specialist (0.85 FTE)	$ 13.33	2,200	$ 29,326	$ -	$ 29,326
	$ -	-	$ -	$ -	$ -
	$ -	-	$ -	$ -	$ -
	$ -	-	$ -	$ -	$ -
	$ -	-	$ -	$ -	$ -
	$ -	-	$ -	$ -	$ -
	$ -	-	$ -	$ -	$ -
	$ -	-	$ -	$ -	$ -
	$ -	-	$ -	$ -	$ -
	Total Salaries & Wages		$ 116,391	$ -	$ 116,391
	Benefits		$ 33,190	$ -	$ 33,190
	TOTAL PERSONNEL SERVICES		**$ 149,581**	**$ -**	**$ 149,581**
II. SERVICES AND SUPPLIES	Space Costs			$ -	$ -
	Communications			$ -	$ -
	Equipment		$ 500	$ -	$ 500
	Community Outreach and Printing		$ -	$ -	$ -
	2-1-1 Kern Texting Service		$ 4,995	$ -	$ 4,995
	2-1-1 Kern Texting Service Training		$ 1,700	$ -	$ 1,700
	ASQ On Line Service Contract		$ -	$ -	$ -
	Travel		$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
	TOTAL SERVICES & SUPPLIES		**$ 7,195**	**$ -**	**$ 7,195**
	SUBTOTAL I & II:		$ 156,776	$ -	$ 156,776
III. INDIRECT	**INDIRECT RATE :**	**8.00%**	$ 12,542		$ 12,542
	TOTAL INDIRECT		**$ 12,542**	**$ -**	**$ 12,542**
GRAND TOTAL			**$ 169,318**	**$ -**	**$ 169,318**

Note: This Budget represents cost estimates based upon the Scope of Work-Evaluation Plan. The actual amount expended annually in any given line item may be higher or lower than the cost estimate. The maximum annual total expenditures will not exceed the annual Prop 10 Budget which is included in the maximum compensation stated in Paragraph 4 of the Agreement.

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner, Director of Operations

Date: May 29, 2019

Subject: *Agenda Item VI(e):* Lease Agreement 4032 Jewett Ave Head Start/State Child Development – **Action Item**

Background:
Head Start Program has received funding as part of the Early Head Start Child Care Partnership Expansion grant and the Home Visiting Initiative program from the Department of Human Services. With both of these opportunities, additional classroom space was needed. Prior to award, we were notified that the New Advancement for People with Disabilities (NAPD) program housed in 19,300 SF of space at 4032 Jewett Ave. would be vacating the premise making it available for lease. The building was used as classrooms and administrative offices for NAPD. Because the building was a good fit for the Head Start program, the expense to lease and improve the building was written into the funding applications.

Due to the size and expense of this facility, CAPK's contracted Real Estate Broker was brought in to negotiate and achieve the best possible lease rate for the space. After determining the fair market rate in the area, a lease of $17,178 per month with a 1.5% annual escalation was offered and accepted by the owner. This is significantly less than the previous occupant.

Current Events:
Space analysis:
After review of the available space, it was determined that the building can house a total of six classrooms, 3 for Head Start and 3 for Early Head Start, space for the Home Visiting Initiative program staff, a warming kitchen, breakroom, and office space is attainable. To achieve the necessary configuration, improvements are required.

Improvements:
To keep the cost of the lease down, the necessary improvements were split between CAPK and the property owner. Since startup funds as part of the partnership expansion and home initiative grants are available, CAPK will assume responsibility for the interior improvements (estimated at $245,000) and the Property Owner will be responsible for the exterior improvements to consist of a parking lot expansion, exterior painting, and upgrade of the fire alarm.

Lease:
The initial term of the lease is 5 years with a $17,178 monthly payment and a 1.5% annual escalation. The aggregate amount of the lease contract over the term of the lease amounts to $1,062,068. The lease has an option to renew for an additional 5 years. Due to the magnitude of the lease and considering the use of a standard commercial lease template with addendum it is currently being reviewed by CAPK's legal counsel.

Timing:
Due to the pending outcome of the Head Start DRS application and the urgency to commence with improvements as soon as a lease is executed, staff are seeking approval from the Board to proceed. It is anticipated that construction will take approximately 2 months to complete.

Recommendation:
Staff recommends the Board of Directors give authority to the Chief Executive Officer to execute the lease agreement pending award of the Kern five-year grant by the Office of Head Start and legal counsel review of the agreement.

Attachments:
Draft Lease Agreement
Facility Location Map

AIR CRE

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - GROSS
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only April 30, 2019, is made by and between 4032 Jewett Ave, LLC, Randi Weidman, TR (**"Lessor"**) and Community Action Partnership of Kern ("CAPK") (**"Lessee"**), (collectively the **"Parties"**, or individually a **"Party"**).

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 4032 Jewett Avenue, Bakersfield CA CA (**"Premises"**). The Premises are located in the County of Kern, and are generally described as (describe briefly the nature of the property and, if applicable, the **"Project"**, if the property is located within a Project): Approximately 16,000SF & 3,300SF Industrial office buildings on approximately 2.3 acres. (See also Paragraph 2)

1.3 **Term:** 5 years and ____ months **("Original Term")** commencing August 1, 2019 **("Commencement Date")** and ending July 30, 2024 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing May 1, 2019 **("Early Possession Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $ 17,178.00 per month **("Base Rent")**, payable on the 1st day of each month commencing August 1, 2019. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph ____

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $ 17,178.00 for the period August 1-August 31, 2019.

(b) **Security Deposit:** $ 17,178.00 **("Security Deposit")**. (See also Paragraph 5)

(c) **Association Fees:** $ ____ for the period ____

(d) **Other:** $ ____ for ____.

(e) **Total Due Upon Execution of this Lease:** $ 34,356.00.

1.7 **Agreed Use:** Community Outreach Program, Kern (See also Paragraph 6)

1.8 **Insuring Party:** Lessor is the **"Insuring Party"**. The annual **"Base Premium"** is $ 3,808.00 (See also Paragraph 8)

1.9 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm TKO, Inc Linda Kaye

License No. 01360815 Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Linda Kaye

License No. 01360815 Is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Cushman Wakefield

License No. 01919464 Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Jeffrey Andrew

License No. TBD Is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of ________________ or 6.000 % of the Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by Community Action Partnership of Kern ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- [x] an Addendum consisting of Paragraphs 51 through 66 ;
- [ ] a plot plan depicting the Premises;
- [ ] a current set of the Rules and Regulations;
- [ ] a Work Letter;
- [ ] other (specify): ________________

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

~~2.2~~ ~~**Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.~~

~~2.3~~ **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, ~~provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.~~

~~(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest,~~

~~from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.~~

~~(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.~~

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 ~~**Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.~~

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 ~~**Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing~~.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 ~~**Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said

Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in Paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

~~(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.~~

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, ~~or the inspection is requested or ordered by a governmental authority.~~ In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph ~~2.2 (Condition), 2.3 (Compliance),~~ 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), ~~and~~ Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior ~~and exterior~~), ceilings, floors, ~~stairs,~~ windows, doors, plate glass, ~~skylights,~~ landscaping, driveways, parking lots, ~~fences, retaining walls,~~ signs, sidewalks and parkways located in, on, or adjacent to the Premises. ~~Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2).~~ Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, ~~including, when necessary, the exterior repainting of the Building.~~

~~(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels,~~ (iii) fire extinguishing systems, including fire alarm and/or smoke detection, ~~(iv) landscaping and irrigation systems, and (v) clarifiers. However,~~ Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, ~~and Lessee shall reimburse Lessor, upon demand, for the cost thereof.~~

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor~~,~~ and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (~~Condition),~~ 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term **"Utility Installations"** refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per Paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. ~~Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear.~~ Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Payment of Premium Increases.**

(a) Lessee shall pay to Lessor any insurance cost increase (**"Insurance Cost Increase"**) occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. **"Commence"** shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessor's written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Additional Improvements.** Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.5 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

~~(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.~~

~~(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.~~

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvement for lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions,"** shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. ~~**Brokerage Fees.**~~

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.0 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.0, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. ~~**Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).~~

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. ~~Except for ordinary "for sublease" signs,~~ Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 ~~**Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.~~

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply:

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. **Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of disputes between the Parties and/or Brokers arising out of this Lease ☒ **is** ☐ **is not** attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:	Executed at:
On:	On:
By LESSOR:	**By LESSEE:**
4032 Jewett Ave, LLC, Randi Weidman, TR	Community Action Partnership of Kern ("CAPK")
By:	By:
Name Printed: Randi Weidman	Name Printed:
Title: Managing Member	Title:
Phone:	Phone:
Fax: (310) 919-3703	Fax:
Email:	Email:
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Address:	Address:
Federal ID No.:	Federal ID No.:

BROKER

TKO, Inc Linda Kaye

Att: Linda Kaye
Title: Broker
Address: 18431 Kingsport Drive
Malibu, CA 90265
Phone: (310)592-2817
Fax:
Email:
Federal ID No.:
Broker/Agent DRE License #: 01360815

BROKER

Cushman Wakefield

Att: Jeffrey Andrew
Title:
Address:

Phone:
Fax:
Email:
Federal ID No.:
Broker/Agent DRE License #:

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ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - GROSS

Dated:	April 30, 2019
Lessor:	4032 Jewett Ave, LLC
Lessee:	Community Action Partnership of Kern ("CAPK")
Address of Premises:	4032 Jewett Avenue, Bakersfield, CA

This ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- GROSS (this "**Addendum**") is entered into by and between 4032 Jewett Ave LLC, a California limited liability company ("**Lessor**"), and Community Action Partnership of Kern ("CAPK), a California non-profit organization ("**Lessee**"), as of the date set forth on the first page of the form lease to which this Addendum is attached (the "**Form Lease**"). The promises, covenants, agreements, and declarations contained in this Addendum are intended to and shall have the same force and effect as if set forth in the body of the Form Lease. To the extent that the provisions of this Addendum are inconsistent with the terms and conditions of the Form Lease, the provisions of this Addendum shall control. Except for purposes of determining whether a conflict exists between the Form Lease and this Addendum, the term "**Lease**" (as used herein and in the Form Lease) shall include the provisions of this Addendum. Unless otherwise expressly provided in this Addendum, all initially capitalized terms used herein shall have the same meanings assigned to them in the Form Lease.

51. Base Rent Schedule: 54. Base Rent; Lessee's Share.

(a) The Base Rent for the period May 1, 2019 through April 30, 2020 shall be $15,000 per month.

(b) On May 1 of 2020, and again on the same day of each calendar year thereafter throughout the remainder of the Original Term, the monthly Base Rent shall be increased to equal 101.5% of the Base Rent that was payable for the immediately preceding calendar month, according to the following schedule:

August 1, 2019 - July 30, 2019 $17,178/Mth ($206,136 annual)
August 1, 2019 - July 30, 2020 $17,435.67/Mth ($209,228 annual)
August 1, 2019 - July 30, 2021 $17,697.21/Mth ($212,366.50 annual)
August 1, 2021 - July 30, 2022 $17,962.66/Mth ($215,552 annual)
August 1, 2022 - July 30, 2023 $18,232.10/Mth ($218,785.20 annual)

52. Demising Option; Lessor's Work. Anything to the contrary in this Lease notwithstanding:

(a) For purposes of this Lease, the square footage of the NE section of the lawn facing "O" Street ("The Demising Area"), The Premises, and the dimensions of any such areas for parking lot installation, shall be removed, graded and prepared for the installation of a striped and curbed asphalt parking lot. Lessor will also remove four redwood trees and cut/install a curb and gate for entrance to the parking lot from "O" Street and curb cut exit from the SE end of the parking lot.

(b) Lessor may, by written notice (the **"Demising Notice"**) give to Lessee no later than June 30, 2019, to remove the grass and grade the area for a total of not more than 10,000 square feet and not less than 9,500 square feet (the **"Parking Area"**). In any case, the Parking Area shall be rectangular in shape, with one corner coinciding with the southeastern corner of the original Premises, the eastern side being 200 feet long and coinciding with the southerly 200 feet of the demising area between the original Premises and the adjacent premises outside the Building, and the southern side being between 55 feet and 60 feet in width (as specified in the Demising Notice) and coinciding with the easterly 50 to55 feet of the southern exterior wall of the current Premises, all as shown on Exhibit B to this Lease.

(c) In any event whether the Lessor elects to give a Demising Notice to Lessee or not, Lessor shall forthwith, at Lessor's sole cost and expense perform the following work (**"Lessor's Work"**):

(i) Remove and dispose of 4 red wood trees adjacent to "O" Street, grinding two roots 3' below grade in preparation for the parking lot entrance; remove and dispose of existing native soil.

(ii) Remove and dispose of concrete pad in rear yard and at the SE entrance to the entrance of the side yard.

(iii) Remove and dispose of playground equipment and grade the removal equipment area.

(iv) Grade and slope the parking lot area, rerouting the irrigation to maintain the remaining redwoods on the Eastern side of the property.

53. Tenant Improvements.

(a) Lessor shall construct and install a 21-car striped asphalt parking lot upon the completion of the Demising work referenced in paragraph 52 (a), (b) at Lessor's sole cost. This following work shall include:

(iii) Upon the completion of grading the area described in 52 (a) (b), Lessor's contractor shall place and compact asphalt @ 2.5 inches over the surface area

(iv) Curb cut and install a driveway on "O" street and a second curb cut and driveway on premise adjoining the new parking lot to the existing. Seal and vertical stripe 21 parking stalls with bumper blocks.

(v) Install fence and sidewalk on western side of parking lot; separating lot from premise consistent with perimeter fence.

(vi) Sidewalk and driveways will be poured concrete.

(vii) Paint exterior of building with two or three-tone colors, per Lessee's color preference. Painting shall include roof apron, with all prior paint sanded and surface prepared or repaired prior to painting.

(d) All of Lessor's Work shall be subject to necessary governmental approvals and permits and shall be performed by licensed contractors.

(e) Lessor shall provide copies of the plans for Lessor's Work to Lessee for Lessee's approval (which shall not be unreasonably withheld, conditioned, or delayed) prior to commencing construction.

(f) Lessor represents and warrants that Lessor's Work shall be performed in a good, workmanlike manner, with first class quality materials, free of defects, and in full compliance with all Applicable Requirements and Lessee-approved plans.

(g) Lessor shall ensure that the parking lot is completed no later than 30 days after work on the demising work commences

(h) Lessor's Work shall be performed during the business hours of 7:30 a.m. and before 6:00 p.m. Lessor shall be responsible for security of the Premises and all of its contents during the performance of Lessor's Work unless Lessee has commenced their interior work. In that event Lessee shall be responsible for securing the interior of the building premise.

54. Lessee's Work.

(a) At any time beginning on or after execution of the lease, but not later than May 21, 2019, Lessee shall be given early possession to begin work on interior or building ("**Possession**")

(b) Lessee shall, by written notice (**"Notice"**) give to Lessor notice no later than ten days prior to commencement of Lessee's work.

(c) Lessee shall be permitted to perform any or all of the following work at their sole expense on the Premises (collectively, **"Lessee's Work"**):

(i) Remove/install interior walls.

(ii) Modify electrical distribution per Lessee's specifications.

(iii) Plumbing work.

(iv) HVAC work.

(v) Paint interior walls.

(vi) Remove existing floorings and finishes.

(vii) Install floorings and/or stain/seal concrete.

(viii) Remove/modify ceilings.

(ix) Modify/upgrade exterior signage.

(x) Install any other elements, or make any other improvements or modifications, that Lessee may deem necessary or appropriate to operate a Community Outreach Program at the Premises, to upgrade the Premises, and/or to remodel the Premises as required.

(d) All of Lessee's Work shall be subject to necessary governmental approvals and permits and shall be performed by licensed contractors.

(e) All of Lessee's Work shall be subject to Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Lessee shall not be required to obtain Lessor's consent to install floorings, stain/seal concrete, paint interior walls, or install trade fixtures. Lessee shall provide copies of the plans for Lessee's Work to Lessor for Lessor's approval (which shall not be unreasonably withheld, conditioned, or delayed) prior to commencing construction. All plans for Lessee's Work that Lessee presents to the City and City agencies are fully aware of Lessee's intended use.

(f) Lessee represents and warrants that Lessee's Work shall be performed in a good, workmanlike manner, with first class quality materials, free of defects, and in full compliance with all Applicable Requirements and any Lessor-approved plans.

(g) In no event shall Lessee be required to remove any of Lessee's Work upon the termination of this Lease, except that Lessee shall be required to remove Lessee's personal property, trade fixtures, and signage.

(h) Lessor and Lessee shall cooperate with each other to minimize any interference between the performance of Lessee's Work and Lessor's Work.

(i) Promptly upon completion of Lessee's Work and final inspection, Lessor shall deliver evidence reasonably satisfactory to Lessor that Lessee's Work has been performed in compliance with any applicable governmental permits and that Lessee's contractors and suppliers have been paid.

55. Options to Extend. Provided that Lessee is not then in Default beyond any applicable cure periods, Lessee shall have the option to extend the term of this Lease for four five-year option terms (**"Option Terms"**), each commencing when the prior term expires. In order to exercise an option to extend, Lessee must give written notice of such exercise to Lessor at least 180 days, but not more than 360 days, prior to the date that the Option Term would commence. If proper notification of the exercise of an option is not given, such option shall automatically expire. Options may only be exercised consecutively. The provisions of Paragraph 39 of this Lease shall apply to Lessee's options to extend under this Paragraph 55. All of the terms and conditions of this Lease shall continue in full force and effect during each Option Term including, without limitation, the provisions for adjustments to Base Rent that are set forth in Paragraph 51 above.

56. Operating Expenses; HVAC; Repainting; Roof Systems.

(a) Other than Lessee’s Base Rent Lessee shall not pay direct Operating Expenses for the first year of the initial term. Lessee shall pay its pro rata share of the property’s direct operating expenses in excess of 2019 Base Year, based on CAPK’s fiscal year 2019 commencing on the anniversary of the first year of Lessee’s initial term and shall continue every year thereafter. Operating expenses will be adjusted to reflect 95% occupancy of the property’s operating expenses

(b) Prior to the execution of this Lease but less than two years ago, Lessor replaced 75% of the HVAC units that serve the Premises. Lessor shall include the cost of maintaining, servicing or replacing any such HVAC units in the future as part of the general Operating Expenses.

(c) Lessor represents and warrants that the roof of the Building has at least five years of remaining life. Accordingly, should it become necessary to replace such roof at any time before November 1, 2022, Lessor shall bear the entire cost thereof. In no event shall Lessor include such replacement cost in Recoverable Expenses or otherwise charge back the cost to Lessee, in whole or in part. Lessor shall maintain the roof, as an accepted practice, which shall be included as part of the general Operating Expenses.

(d) Lessor represents and warrants that the exterior of the Building has been painted prior to Lessee’s occupancy. Accordingly, should it become necessary to repaint at any time before November 1, 2022, Lessee shall bear their pro rata cost in accordance with 56(a) thereof. Lessor shall maintain the exterior, according to generally accepted practices, and shall be included as part of the general Operating Expenses.

(e) Irrespective of whether Lessor or Lessee has responsibility for maintaining, repairing, or replacing the HVAC system serving the Premises, the roof systems serving the Building, or any other elements of the Premises, the Building, or the Project, the Parties shall cooperate with each other in an effort to enforce and maximize the benefits of and/or recoveries under any manufacturer’s, contractor’s, or other warranties that may apply to the Premises, the Building, the Project, or any elements thereof.

57. Common Areas. Anything to the contrary in this Lease notwithstanding:

(a) The initial term of this Lease (as it may be extended) shall be included in the calculation of Common Area Operating Expenses.

(b) “Common Area Operating Expenses” shall not include any of the following: (i) ground lease rentals; (ii) expenses for new construction or modifications of any kind; (iii) expenses for which Lessor is reimbursed by insurance companies or others; (iv) depreciation or amortization expenses (except as provided in Paragraph 4.2(a)(ix) with respect to capital replacements); (v) Lessor’s financing costs (including, without limitation, principal, interest, and loan fees); (vi) transaction costs incurred in leasing premises within the property to Lessee or others (such as marketing costs, leasing commissions, space planning costs, and attorneys' fees); (vii) interest or penalties on any Real Property Taxes; (viii) costs incurred to persons or entities affiliated with Lessor for goods or services provided in relation to the property to the extent that such costs exceed arms-length amounts; (ix) costs arising from Lessor's charitable or political contributions; (x) Lessor's franchise or income tax expenses (xi) any costs that are expressly excluded from Common Area Operating Expenses elsewhere in this Lease;

(c) Lessee may, at Lessee's expense, audit Lessor's books and records relating to Common Area Operating Expenses for up to the preceding four calendar years at any time and from time to time upon request (except that Lessee shall not be entitled to audit the books and records for any calendar year more than once), and Lessor shall promptly reimburse Lessee for any overpayment of Common Area Operating Expenses by Lessee that is discovered in the course of any such audit, and Lessee shall promptly pay to Lessor any underpayment of Common Area Operating Expenses by Lessee that is discovered in the course of any such audit

(f) Lessor represents that Lessor's best, good-faith estimate of Lessee's Share of Common Area Operating Expenses for 2020 cannot be determined until the end of the 2019 CAPK fiscal year. At that time a budget will be established, based on the 2019 CAPK fiscal period

(g) Common Area Operating Expenses shall be calculated on an accrual basis, and Lessee's Share of Common Area Operating Expenses for any partial calendar year for which Lessee shall be assessed 95% of the Common Area Operating Expenses shall be appropriately prorated thereafter.

58. Environmental Matters. Lessee prohibits the presence, sale, and use of any Hazardous Substances, including any Reportable Uses in or about the Premises as it may now or hereafter be customary in connection with the operation of their facility.

59. Parking and Common Facilities.

(a) Lessee and its customers, employees, and invitees shall have the exclusive use of all parking stalls within the Project without time limits.

(b) Lessee shall have the right to load, unload, and park delivery vehicles, including, without limitation, in the Common Areas to the south and east of the Premises 24 hours a day, seven days a week.

60. Assignment and Subletting. Anything to the contrary in this Lease notwithstanding, Lessee may not assign this Lease (including, without limitation, Lessee's Option rights hereunder) or sublet all or any portion of the Premises, without Lessor's consent, and without thereby causing a Breach or Default hereunder, to any person or entity that controls, is controlled by, or is under common control with Lessee, or to any entity resulting from a merger or consolidation with Lessee, or to any person or entity that acquires as a going concern substantially all of the assets and business of Lessee associated with the Premises, provided that such assignee or sublessee assumes (either in full, in the case of an assignment, or in relevant part, in the case of a sublease) the obligations of Lessee under this Lease. Any assignment or subletting shall not, in any way, affect or limit the past or future liability of Lessee under the terms of this Lease.

61. Building Signage. Lessee shall be allowed to place (and maintain) the maximum signage permitted by applicable laws and regulations on the exterior walls of the Premises, including Lessee's company script and logo. Lessee shall also be allowed to modify such signage from time to time. All signage installed by Lessee shall be installed and maintained in a first class and professional manner at Lessee's expense. Prior to installing (or modifying) signage, Lessee shall obtain all necessary government approvals and permits. Except as otherwise permitted in Paragraph 34 of this Lease, and except for any signage that may be required by governmental regulations, Lessor shall not be entitled to place any signage on the exterior walls or roof of the Premises, or in the Common Areas near the Premises.

62. Monument Signage. Lessee shall have the exclusive right to place (and maintain) its signage on the monument sign near the entrance to the Project from Jewett Avenue in the location on such sign that is currently there. Lessee shall also be allowed to modify such signage from time to time.

63. Security Cameras. Lessee shall be entitled, at Lessee's cost, to mount and maintain security cameras on the exterior walls of the Premises near each of the entrances to the Premises. There are no security cameras currently in. Upon the termination of this Lease, Lessee shall remove any such security cameras (including any related wiring) and repair any damage to the Premises caused by such removal.

64. ADA and Other Legal Compliance.

(a) Lessee shall ensure that any work that Lessee performs on the Premises, as well as the design, construction, and placement of Lessee's trade fixtures or other personal property in the Premises (collectively, **"Lessee's Area of Responsibility")**, complies with the ADA and other legal requirements for retail use. Lessor shall ensure that the Common Areas, and all elements of the Premises or the Project other than those listed in the preceding sentence (collectively, **"Lessor's Area of Responsibility"**), comply with the ADA and other legal requirements Lessee's use. Each Party shall be responsible for any ADA upgrades, earthquake retrofits, or the like that may now or hereafter be required (including, without limitation, due to changes in ADA or other legal requirements) that affect its Area of Responsibility, and shall defend, indemnify, and hold harmless the other Party from and against any actual or alleged ADA or other legal violations now or hereafter affecting its Area of Responsibility.

(b) Any work performed by either Party in or about the Premises or the Project shall comply with the most recent ADA and other legal requirements.

(c) Each Party shall promptly notify the other Party of any claims of violations of ADA or other legal requirements affecting the Premises or the Project.

(d) The Premises have not undergone an inspection by a Certified Access Specialist (**"CASp"**). Either Party may, but shall not be required to, at any time arrange for a CASp inspection of the Premises. In the event that any such inspection is performed, each Party shall promptly correct any violations of ADA or other legal requirements affecting the Premises or the Project that impact such Party's Area of Responsibility.

65. Brokerage.

(a) Lessor shall pay a commission to Lessee's Broker equal to 3% of the total Base Rent for the Original Term, which commission shall be payable 50% upon Lease execution and 50% upon Lessee's opening for business at the Premises based on the initial term of the lease.

(f) In addition, should Lessee purchase the property, Lessor shall pay to Lessee's Broker a commission equal to 1-1/2% of the total purchase price payable.

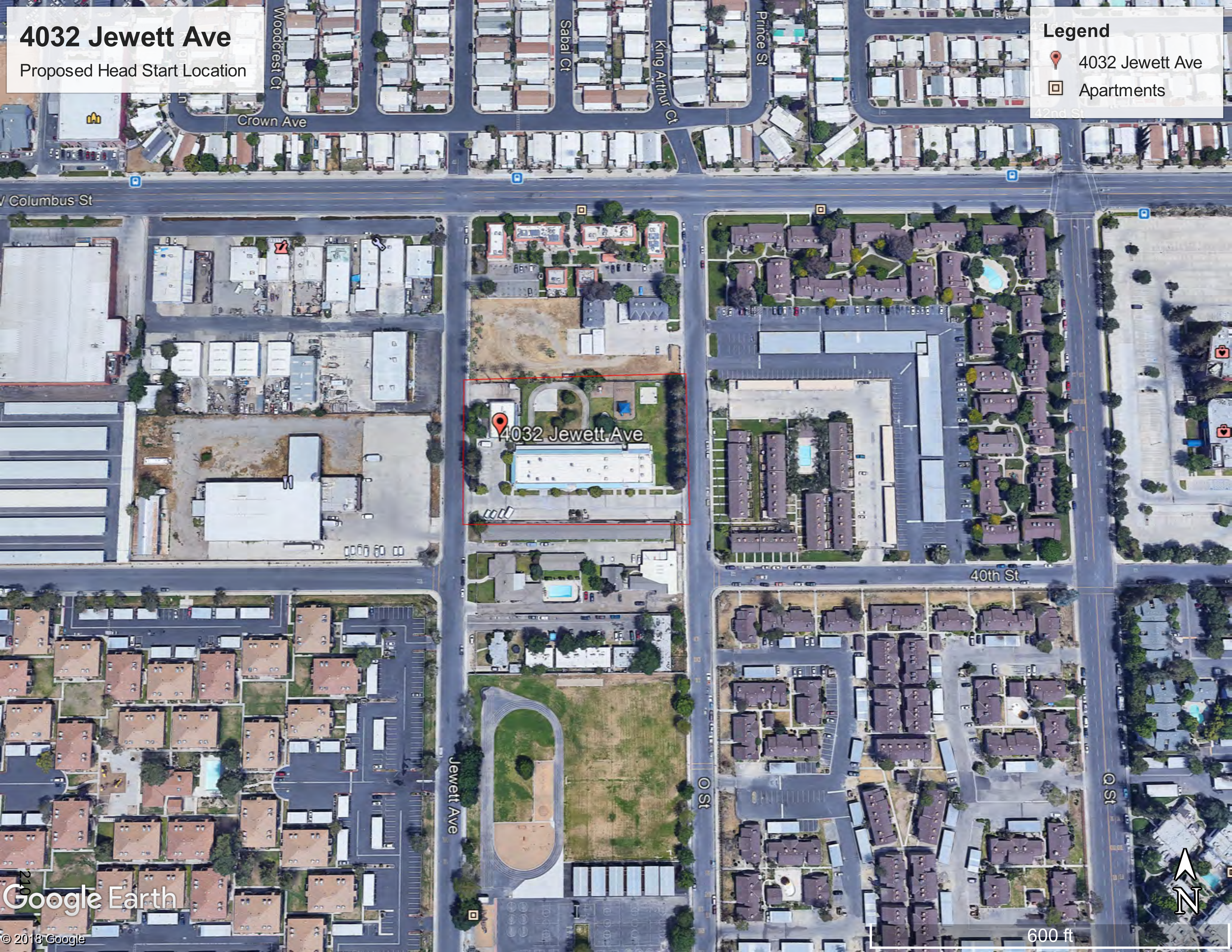
66. Trash Disposal. Lessor shall maintain within the Common Areas convenient to the Premises an enclosure in which may be placed trash dumpsters serving the Building. Lessee shall be entitled to place its dumpster within such enclosure and shall be responsible for all costs associated with the maintenance and emptying of such dumpster.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Addendum concurrently with their execution of the Form Lease.

"LESSOR"	**"LESSEE"**
4032 Jewett Avenue LLC, a California limited liability company	Community Action Partnership of Kern ("CAPK") a California non profit organization
By:_____________________________	By:________________________________
Name:___________________________	Name:______________________________
Title:____________________________	Title:_______________________________

4032 Jewett Ave

Proposed Head Start Location



Community Action Partnership of Kern

Memorandum

To: Board of Directors

Kerri K Davis

From: Kerri Davis, Business Manager

Date: May 29, 2019

Subject: *Agenda Item VI (f):* Gardening and Maintenance Contract – **Action Item**

On April 8, 2019, a Request For Proposals (RFP) was issued and sent to seven vendors seeking a qualified gardening contractor with a landscape business license to provide gardening and maintenance services at thirty-eight sites, including general lawn, tree/shrub, and irrigation system maintenance. Two proposals were received in response to this RFP.

A bid scoring analysis was completed for each of the vendors, and it was determined that Michael K. Brown Landscape & Maintenance Company, Inc. scored the highest of the two vendors, based on the criteria set forth in the RFP, and it was determined that it is in the best interest of the programs receiving these services that we enter into a Contract for Services Agreement with Michael K. Brown Landscape & Maintenance Company, Inc. for one year with three one year options to renew. The total aggregate amount for one year is $272,100, which requires approval of the Board of Directors.

Recommendation

Staff recommends that the Board approve the Contract for Services Agreement and authorizes the Chief Executive Officer to execute the agreement.

Attachment:

Contract for Services Agreement for Michael K. Brown

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 21st day of May 2019 by and between Michael K. Brown Landscape & Maintenance Company, 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. **DESCRIPTION OF SERVICES.** Vendor is to perform Gardening and Maintenance Services as per the Scope of Work from RFP OPS 2019-002, found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County
3. **PAYMENT FOR SERVICES.** Services shall be billed monthly at the service rate for all locations in the amounts on the Bid Form located in **Attachment B**. Vendor will submit a monthly invoice detailing locations and mounts billed by site, with the total amount under this Agreement not to exceed $22,675.00 monthly. Total amount under this contract shall not exceed $272,100.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

   Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern, Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.
4. **TERM.** The period of performance for this Agreement is June 1, 2019 through May 31, 2020. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. 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.
5. **OPTION TO RENEW.** This Agreement may be renewed three (3) times for a one (1) year period upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, incorporated herein by reference, and will name CAPK as an additional insured.
8. **RESPONSIBILITIES.** Vendor shall perform the Gardening and Maintenance Services provided for under this Agreement and shall keep CAPK informed of progress and developments and will respond within a reasonable time to CAPK's inquiries and communications. CAPK shall provide on a timely basis all information and documents necessary for Vendor's completion of the work described in **Attachment A**.
9. **CONFIDENTIALITY.** Vendor shall not at any time or in any manner, either directly or indirectly, use for its benefit, or divulge, disclose or communicate in any manner any information that is proprietary to CAPK. Vendor will protect such information and treat it as strictly confidential. This provision shall continue to be effective even after the termination of this Agreement for a period of three (3) years.
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. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least five (5) 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:	CAPK:
Michael K. Brown Landscape &	Community Action Partnership of Kern
Maintenance Company, Inc.	ATTN: Dan Ripoli
ATTN: Michael K. Brown	5005 Business Park North
3541 Alken St.	Bakersfield, CA 93309
Bakersfield, CA 93308	Phone: (661) 831-8915
Phone: (661) 336-5236	Fax: (661) 831-1725
Fax: (661) 831-5158	

12. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
13. **HOLDING OVER:** Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
15. **SEVERABILITITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
16. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
17. **ADDITIONAL TERMS AND CONDITIONS.** **Attachment B**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

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

VENDOR: MICHAEL K. BROWN LANDSCAPE & MAINTENANCE COMPANY, INC.

Signature: ______________________________ **Date:** ________________

Printed Name: ______________________________ **Title:** ________________

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: ______________________________ **Date:** ________________

Printed Name: ______________________________ **Title:** ________________

Attachment A

II.**SCOPE OF WORK -The vendor is to provide all items and services as described below, including labor:**

GENERAL LAWN MAINTENANCE

- Mow lawns once a week
- All grass cutting to be removed the same day
- Mowing equipment to be equipped with clipping removal devices
- Maintain flower beds around buildings
- Maintain all shrubs, trim hedges
- Blow off parking lots and rinse any outdoor break area tables and concrete

TREE/SHRUB MAINTENANCE

- Trees and shrubbery shall be regularly trimmed to a specific size and shape up to 12 feet
- Insect and disease control of all trees and shrubbery in accordance with soil conditions, plant requirements and weather conditions
- Stake and/or tie down of any tree needing sway and growth control, through the use of vinyl hoses and wires mounted in a manner to allow growth and proper development of the plant. Regular inspection will be conducted to see if adjustments are required.

HERBACEOUS GROUND COVER MAINTENANCE

- Complete edge trimming of ground cover around the facility/building areas
- Regularly scheduled weeding to control and minimize growth
- Complete insect and disease control of all ground cover plants
- Regulate optimum irrigation of all ground cover areas

IRRIGATION SYSTEM MAINTENANCE

- Regularly inspect and repair sprinkler heads as required. Adjust sprinkler heads as necessary to minimize or prevent water overspray on the building, sidewalks, or other areas not needing irrigation for water conservation. Regularly inspect and repair sprinkler system from the valve point in order to maintain efficient and optimum operating conditions. Any and all repairs to the irrigation system shall be made with the original specified materials or suitable substitutes when the former is not available, charged at time and materials. Written approval will be obtained from CAPK management before work begins.

COLOR CHANGE

- Any color change or replacement of plants is to be ordered and approved by CAPK and will be billed as an extra cost. All color plants shall be count flat and the installed price will be twenty-five ($25.00) per flat. Prices of replacement plants vary depending on the season, availability, size, etc. Written approval will be obtained from CAPK management before work begins.

Attachment B

BID FORM

Locations:	Monthly Fees:	Annual Fees:
Alberta Dillard: 5704 Pioneer Dr. Bakersfield	$ 425.00	$5,100.00
Alicante: 7998 Alicante Ave., Lamont	$ 425.00	$5,100.00
California City: 9124 Catalpa Ave., California City	$ 550.00	$6,600.00
Cleo Foran: 1410 11th St., Bakersfield	$ 375.00	$4,500.00
Delano: 1835 Cecil Ave., Delano	$750.00	$9,000.00
Fairfax: 1500 S. Fairfax Rd., Bakersfield	$525.00	$6,300.00
Fairview: 425 E. Fairway Dr., Bakersfield	$425.00	$5,100.00
Lamont: 8201 Palm Ave., Lamont	$ 500.00	$6,000.00
Lost Hills: 21109 Paso Robles Hwy., Lost Hills	$750.00	$9,000.00
Martha J. Morgan: 3811 River Blvd., Bakersfield	$400.00	$ 4,800.00
McFarland: 410 Perkins, McFarland	$725.00	$8,700.00
Mojave: 1940 Inyo St., Mojave	$600.00	$ 7,200.00
Oildale: 127 E. Minor St., Oildale	$350.00	$ 4,200.00
Pacific: 1000 Pacific St., Bakersfield	$ 450.00	$5,400.00
Pete H. Parra: 1825 Feliz Dr., Bakersfield	$600.00	$7,200.00
Pioneer: 4404 Pioneer Dr., Bakersfield	$425.00	$5,100.00
Planz: 2400 Planz, Bakersfield	$425.00	$ 5,100.00
Primeros Pasos: 1111 Bush St., Arvin	$ 550.00	$6,600.00
San Diego: 10300 1/2 San Diego St., Lamont	$750.00	$9,000.00
Seibert: 2800 Agate St., Bakersfield	$450.00	$5,400.00
Shafter: 452 W. Los Angeles Ave., Shafter	$750.00	$9,000.00
Sterling: 3000 Sterling Ave., Bakersfield	$800.00	$ 9,600.00
Stine: 315 Stine Rd., Bakersfield	$475.00	$5,700.00
Sunrise Villa: 1600 Poplar Ave., Wasco	$475.00	$5,700.00
Tehachapi: 1120 S. Curry, Tehachapi	$750.00	$ 9,000.00
Vineland: 14327 S. Vineland Rd., Bakersfield	$450.00	$ 5,400.00
Virginia: 3301 Virginia Ave. Bakersfield	$450.00	$5,400.00
Wasco: 523 Braodway St., Wasco	$800.00	$9,600.00
Wayside: 2584 Felsite Ave., Rosamond	$ 750.00	$ 9,000.00
Willow: 401 Willow, Bakersfield	$ 700.00	$8,400.00
BPN: 5005 Buisness Park North Bakersfield	$800.00	$9,600.00
Central Kitchen: 3101 Mall View Rd., Bakersfield	$ 650.00	$ 7,800.00
Energy: 300 19th St. Bakersfield	$ 650.00	$7,800.00
Friendship house 2425 Cottonwoon Bakersfield	$ 2,200.00	$26,400.00
Maintenance: 1825 Feliz Dr. Bakersfield	$ 375.00	$ 4,500.00
Shafter Youth Center: 455 E. Euclid Ave., Shafter	$ 750.00	$ 9,000.00
Wesley: 500 E. California Ave., Bakersfield	$ 400.00	$4,800.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees: $ 110.00

Attachment C

Community Action Partnership of Kern
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. **ASSIGNMENT OR SUBCONTRACTING.** The Vendor may not assign or transfer the 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 the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the 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 the Agreement except as set forth in this section in the event of such termination.
4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor to 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 Chief Executive Officer.
5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under the Agreement may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE**. Any notice or notices required or permitted to be given pursuant to the 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.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Agreement, including any claims for breach of the 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.
9. **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.
10. **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.
11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be

American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the 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 the 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 an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK 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 Goods or 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.”
16. **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:
    a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
    b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
    c. Does not have a proposed debarment pending; and
    d. 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 above, 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.
17. **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."
    >
    > Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing

the performance of the work of the 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 the Agreement.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement the following types and limits of insurance herein:

    a. 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:
    b. Provide coverage for owned, non-owned and hired autos.
    c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
    d. 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:
    e. Provide Contractual Liability coverage for the terms of the Agreement.
    f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
    g. 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 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 the Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of the Agreement and approved by CAPK 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 the 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 an Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

19. **DAVIS BACON:** The Davis-Bacon Act, as detailed in the Code of Federal Regulations (CFR) 29. Part 5 of the CFR 29 applies to any construction, renovation or repair work that exceeds $2,000.00.

a. The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the contract work.
b. The Secretary of Labor (SOL) determines the Davis- Bacon Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications.
c. If there is a difference, the bidder shall pay not less than the higher wage rate.
d. Concerning Classification of Labor and Davis-Bacon Wage Rate Determinations:
    i. Bidder must obtain Davis-Bacon Wage rate determinations from the following sites: http://www.wdol.gov/ (Federal); http://www.dir.ca.gov/OPRL/PWD/index.htm (State).
e. Vendor must use the classification that most accurately describes the work to be performed. Bidder must reclassify workers to conform to changes in duties, if any. Vendor must maintain an accurate payroll record of the time spent in each classification and submit certified payroll weekly.

____

Signature **Date**

____

Print Name

____

Company Name

COMMUNITY ACTION PARTNERSHIP *of* KERN
BOARD OF DIRECTORS
PROGRAM REVIEW & EVALUATION COMMITTEE MEETING
May 15, 2019
12:00 p.m.

MEETING MINUTES

1. **Call to Order**

Pastor Jonathan Mullings called the meeting to order at 12:00 pm at the Community Action Partnership of Kern administrative building, 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

Roll Call was taken with a quorum present.

Present: Jose Gurrola, Jonathan Mullings, Marian Panos

Absent: Nila Hogan, Yolanda Ochoa

Others present: Raymond Quan, Director of Human Resources; Carmen Segovia, Director of Health & Nutrition; and other CAPK staff.

3. **Approval of Agenda**

Motion was made and seconded to approve the Program Review and Evaluation Committee meeting agenda for May 15, 2019. Carried by unanimous vote. (Gurrola/Panos)

4. **Public Forum:**

No one addressed the Committee.

5. **Program Presentation:**

Youth Centers Presentation by Lois Hannible, Program Manager of Friendship House Community Center (FHCC) and Angelica Nelson, Program Manager of Shafter Youth Center (SYC)

Lois Hannible and Angelica Nelson provided a joint presentation about the various programs taking place at the youth centers. Both centers provide an After-School Program that includes homework assistance, recreational activities, nutrition education and gardening, and computer lab activities. The Summer Program and Summer Food Service Program starts on June 3, 2019 and provides full-day and half-day options. The Food Service Program provides breakfast and lunch to youth ages 18 and under, whether or not they are enrolled in the summer program.

Both centers are food distribution sites for the Food Bank and holds distribution events during the fourth week of the month.

The SYC provides an Information & Education Program to serve teens ages 12-19 and focuses on preventing pregnancy, stopping the spread of sexually transmitted infections, and provides teens with decision making skills. Funding for this program expires in June and another funding source has been identified and currently waiting for verification of award.

The Pre-Employment Program (PREP Works) operates from both centers and provides students ages 16-18 with pre-employment skills. Students who are eligible to work at a participating job site receives 64 hours of paid work experience with the opportunity to be selected for employment after the program ends. The annual Award Ceremony for this program is forthcoming and the Board will be invited to attend.

SYC receives $50,000 per year from the City of Shafter to keep the center open until 9:00 pm. Numerous evening programs are offered to the community and the additional funds assist with center expenses and pays for staff that runs the evening programs.

Mexican Consulate Services are offered at FHCC four times per month by appointment, and includes passport renewals, assistance with obtaining important documents, and provides DACA and protection information.

The Gang Prevention Program operates out of FHCC and provides training on how to deal with issues and works to reduce gang activity, violence, and negative behaviors. Students at alternative high schools must complete this class before able to be re-enrolled in mainstream high schools. Two parenting classes are also provided, one of which meets court ordered requirements, and the other is called Parents on a Mission (POM), which helps parents to brush up on parenting skills. Both parenting classes are offered at no cost.

6. **New Business**

a. April 2019 Program and Division Reports – Kathline Moessner, Senior Community Development Specialist – ***Action Item***
   - 2-1-1 Kern
   - Central Kitchen
   - Community Development – Grants & Research
   - East Kern Family Resource Center
   - Energy
   - Food Bank
   - Friendship House
   - Human Resources
   - Migrant Childcare Alternative Payment
   - Operations
   - Shafter Youth Center
   - Volunteer Income Tax Assistance
   - Women, Infants and Children

   Kathline Moessner provided an overview of each program and presented the highlights from the Division Program reports for April 2019.

   Motion was made and seconded to approve the April 2019 Program & Division Reports Carried by unanimous vote. (Gurolla/Panos).

b. Application Status Report and Funding Requests for April 2019 – Kathline Moessner, Senior Community Development Specialist – ***Action Item***

   Kathline Moessner presented the Application Status reports and three Funding Requests for: US Bank for Community Development & Small Business Initiative; Wells Fargo Bank for Community Development & Small Business Initiative; and US Administration for Children & Families for East Kern Family Resource Center.

   Motion was made and seconded to approve the Application Status Report and Funding Requests for April 2019. Carried by unanimous vote. (Panos/Gurolla).

c. Organizational Standards Update – No Report

d. April 2019 Head Start / State Child Development Enrollment Update and Meals Report – Ginger Mendez, HS State Enrollment / Attendance Manager – ***Action Item***

Ginger Mendez provided the Enrollment & Meals report and stated that all four programs achieved 100% enrollment. Enrollment for children with disabilities decreased to 7.7% for Head Start Kern and all other programs exceeded their goal of 10% and all programs met the over-income enrollment goal. Overall attendance for all programs was 98.17% for the month of April 2019. Ginger reported that staff participated in 9 recruitment events in April and 14 centers achieved 99% or above Average Daily Attendance (ADA). Self-Assessment for Kern Head Start and Early Head Start was conducted during the month of April. Data compiled from this assessment will be shared within the coming months.

Total meals served for the month of March was 107,116 which is equal to the percent of meals served during the same reporting period from 2018.

Motion was made and seconded to approve the Head Start / State Child Development April 2019 Enrollment Update and Meals Report. Carried by unanimous vote. (Gurolla/Panos).

7. **Committee Member Comments**

Marian distributed cards for mind matters.

8. **Next Scheduled Meeting**

Program Review & Evaluation
Wednesday, June 12, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, California 93309

9. **Adjournment**

The meeting adjourned at 12:33 pm.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Administration/Pritika Ram		**Month/Year:** April 2019
Program/Work Unit: 2-1-1 Kern County	**Staffing:** 18 (2 vacancies)	**Program Manager/Supervisor:** Esperanza Contreras

Services: Provides 24/7 information and referral services via phone or CAPK's website to residents of Kern. Also provides call handling services for Kings, Tulare, Merced, Mariposa and Stanislaus Counties and schedules appointments for the CAPK Energy Program utility assistance services and provides applications. As of October 2018, the Kern County Coordinated Entry System initiated as a program within 2-1-1 Kern.

Activities	Description			
Information & Referral Services	**Incoming**	**Answered**	**Unanswered**	**Referrals**
Kern County	4,657	4,004	653 (14%)	8,517
Kings County	197	181	16 (8%)	*
Tulare County	776	696	80 (10%)	*
Mountain Valley (Mariposa and Merced Counties)	122	107	15 (12%)	*
Stanislaus County	1,040	910	130(13%)	*
Total	6,792	5,898	894 (13%)	

*2-1-1 Kern does not have access to the iCarol database for these counties. Per the agreements, 2-1-1 Kern provides referrals but does not track them. The information goes directly to the iCarol databases for the individual counties.

Most Requested Services	Food Pantries	VITA	Utility Assistance
Top 3 Unmet Needs	Homeless Shelter	Food/Meals	Developmental Screenings

Other Services		Month	YTD
LIHEAP	Calls Answered	2,702	11,558
Weatherization	Calls Routed through 2-1-1	448	1,973
Mental Health	Calls Answered	153	754
Website Visitors	Visitors to CAPK's 2-1-1 Kern web page	3,882	11,838
VITA	Calls Routed through 2-1-1	533	6,944

		Submitted	Approved	Pending
CalFresh Enrollments	Onsite enrollment into CalFresh (Supplemental Nutrition Assistance Program (SNAP/food stamps)	**6**	**2**	**4**

		211 Homeless Calls	QRT Submitted	Assessments Completed
Coordinated Entry System (CES)	Entry point for the homeless population in Kern County.	**237**	**247**	**122**

Outreach Activities	Outcomes
- Bakersfield College Health and Human Service Hackathon	211 Kern informational cards: 50
- Grimmway Employee Resource Fair	211 Kern informational cards: 200
- DHS Safe Family Resource Fair	211 Kern informational cards: 200
- CAPK Head Start Disability Advisory Meeting	211 Kern informational cards: 50

Highlights: Program Manager and Supervisor attended the Building Resilience Through Understanding Substance Abuse and Addiction Conference.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

<table>
<tr><td colspan="2">Division/Director: Nutrition Services/Carmen Segovia</td><td>Month/Year: April 2019</td></tr>
<tr><td>Program/Work Unit: Central Kitchen</td><td>Staffing: 22 Staff Members</td><td>Program Manager: Lorenzo Maldonado</td></tr>
<tr><td colspan="3">Services: Preparation and delivery of meals and snacks for children enrolled in CAPK's Head Start/Early Head Start and Home Base option. The program provides the meals for the H.S. /E.H.S and Home Base. The program also delivers food service and janitorial supplies to the Head Start/Early Head Start centers and Home Base locations.
• Total meals prepared are supported by the daily meal production sheets and food transport sheets.
• Home base meal totals are supported by meal request forms submitted by center and Home Base staff.</td></tr>
</table>

Activities	Status			
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Central Kitchen prepared for the HS/EHS centers	**76,877**	**25,861**	**26,347**	**24,669**
Home Base Meals	**266**	**39**	**199**	**28**
Total	**77,143**	**25,900**	**26,546**	**24,697**

Other:

1. The Central Kitchen received polo shirts with the agency logo. All kitchen staff will start using uniformed polo shirts during their shift. The Central Kitchen will start wearing a navy-blue polo with the CAPK logo with the Central Kitchen in white letters. We are doing this so that staff can be recognized at the centers and when the Food Production Drivers make deliveries. This should make the Central Kitchen staff easily identifiable by center staff, vendors and parents.
2. The Central Kitchen has set up dates to have new equipment installed. We have the new dishwasher set up to be installed on May 31,2019. HOBART will be the vendor that will be coming in to install the dishwasher. Madden Commercial will also do the install on the new steam kettle at the beginning of May. This will get the Central Kitchen back to better operations, currently the cooking staff have been making due with roasting pans and the tilt skillet. Staff have pulled together since we had the breakdown of some the cooking equipment.
3. In the month of April, Food Service Manager Lorenzo Maldonado attended the CACFP conference in Chicago. It was an informative conference he received new information and updates on CACFP processes. The conference assists the Food Service Manager to meet the yearly training requirements for CACFP, also by attending the conference it allows for staff at the Central Kitchen to receive up to date training.
4. In April part year staff took their Spring Break vacation. The Central Kitchen staff was down to the full year staff of 11. The break and closings of the Head Start centers allowed for things to slow down at the Central Kitchen. This opened the opportunity for the management staff to work on future projects and those that have been pending. The part year staff returned from the week off with new energy and ready to get back to work.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Community Development/Ralph Martinez		**Month/Year:** April 2019
Program/Work Unit: Community Development Division	**Total Staffing**: 8	**Program Manager/Supervisor:** Sheila Shegos

Services: Grant research on funding resources and opportunities, proposal preparation, and special projects. Media and public relations, agency and program promotional materials, advocacy, social media and website management, special events and fundraising, English-Spanish translations.

Community Development Team Activities

The Outreach Team had a busy April preparing for the CAPK Annual Humanitarian Awards Banquet.

Outreach teams also participated in the 2020 Census kickoff event on April 1st at the Beale Library. Encouraging participation in the Census is critical to ensure that all Kern residents are counted!

The Grants Team has been preparing the Community Action Report to submit to the State in June, including the 2019 Community Needs Survey. Grant Management Software, Grant HUB, is in the process of migration. The new software will streamline tracking, preparing, and reporting function's for more efficient grants management.

Advocacy	• Providing outreach and support—including a video and social media promoting Census participation—as members of Kern County Communication Committee and also members of the Census Steering Committee.
Outreach	• Promoted the first month of Food Bank Farmers Markets in Delano and Wasco. • Ran advertising to support the Earned Income Tax Credit program throughout the first half of April prior to Tax Day.
Special Events	• Hosted an IgniteBiz Small Business Workshop at Friendship House Community Center on April 11. • Promotions, sponsors, and vendors for the Humanitarian Awards Banquet.
Grants	• US Bank and Wells Fargo: Small Business Initiative. • Dollar General: Literacy program for the Youth Centers. • US DHHS-ACF, Strengthening Families, East Kern Family Resource Center. • California Coastal Commission, Beach Trip and Clean-up for Youth Centers.
Research	• Capacity and program funding for East Kern Family Resource Center, VITA and youth centers. • Affordable housing for low-to-moderate income. • Funding for the Food Bank Expansion Project.
Projects	• 2020-2021 CAP Report Public Hearing held April 24, 2019 – Report due June 2019. • 2020-2021 CAP Report sent out to Board of Directors for review/comments, due back to CD 5/17/19. • Enhancing and developing new processes and procedures for increased efficiencies (grant review, profiles, awards, implementation).

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** April, 2019
Program/Work Unit: East Kern Family Resource Center	**Total Program Staffing**: 6	**Program Manager/Supervisor:** Whitney Hughes

Program/Work Unit Description: Serves low-income individuals and families residing in East Kern County communities of Boron, California City, Mojave, North Edwards, Rosamond, and Tehachapi. Services include case managing families with children who are at risk of abuse and neglect (Differential Response); preparing children to enter kindergarten (School Readiness Initiative); parenting education; emergency supplies closet for immediate basic needs such as clothing, food, diapers, infant formula, bus passes, and gas vouchers.

Activities	Description	Status	
		Month	YTD
Referrals for services Case Managed Families	Differential Response F5K School Readiness Economic Empowerment	42 1 4	107 6 33
Children enrolled in center-base program		0	0
Adults in Court Mandated Parenting Classes		8	11
Services to Walk-ins	Services e.g., faxing and photocopying legal documents (such as such as birth certificates, Social Security cards, immigration status information needed to receive public assistance), food, clothing, referrals to other support services, and ongoing case management	66	251
Emergency Supplies Closet and Other Services	Food (individuals)	13	67
	Clothing (individuals)	21	89
	Photocopies (individuals) HEAP Application Supporting Docs	384 76	2224 212

Other:

Staffing: We are now fully staffed ☺

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Operations/Emilio Wagner		**Month/Year: April 2019**
Program/Work Unit: Energy	**Total Program Staffing:** 41	**Program Manager/Supervisor:** Margaret Palmer
Services: Residential weatherization, utility bill payment assistance, and energy efficiency education for low-to-moderate-income Kern County residents. Also, installation of interim water tanks for low-income households affected by the drought.		

		Status	
Activities	**Description**	**Households Served**	
		Month	**YTD**
1. Low Income Home Energy Assistance Program (LIHEAP Utility Assistance -2019)	Assistance with utility bill payments	**521**	**2,406**
2. Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance (2019)	• Assistance with residential repair/weatherization (e.g., weather stripping, thermostats, door/window replacement, etc.) • Energy-efficient appliance installation	**23** **28**	**90** **123**
3. Department of Energy Weatherization Assistant Program (DOE-WAP) (2018)	• Assistance with residential repair/weatherization (e.g., weather stripping, thermostats, door/window replacement, etc.) • Energy-efficient appliance installation	**2** **-0-**	**15** **-0-**
5. Total Value of Services (utility payments only)		**$324,524**	**$1,445,542**
		Results	
6. Energy calls received (from 2-1-1)		**3,150**	
		HEAP	**Wx**
7. Number of LIHEAP applications Received		**703**	**108**
8. Number of LIHEAP applications Completed		**521**	**48**
9. Number of LIHEAP applications in Progress		**182**	**51**
10. Outreach Events attended	3/15 – Foster Grandparent In-Service @ KRC 3/15 – Home Base Parent Meeting on Oswell 3/20 – Frazier Park FRC Staff Meeting 3/28 – Shafter Youth Center Food distribution	Give presentations, distribute brochures, applications, tote bags, ink pens and energy savings wheels.	

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** April 2019
Program/Work Unit: Food Bank	**Total Staffing**: 18	**Program Manager:** Jaime Orona

Services: Partners with 147 food distribution sites throughout Kern County to provide food assistance to low-income families and individuals.

		Status	
Activities	**Description**	**Month**	**YTD**
USDA Commodities	Individuals Served (March)	38,624	118,724
	Poundage Received all Programs	1,785,571	6,277,262
	Total Poundage Distributed, All Sites	1,799,664	5,798,687
Food Sourcing	**Produce Received:** 74,000 pounds of produce (donated or purchased) & 13 different produce items: • Cal-Organics: leafy greens, cauliflower, broccoli & potatoes • Country Sweet: sweet potatoes • Target: mixed produce • Walmart: mixed produce • CAFB: cucumbers & leafy greens • Wonderful: citrus • TD Produce: potatoes • Grimmway: carrots • Kirshenman: potatoes • Polo Produce: mixed produce		
Food Drives/Outreach: April 2nd Kern County Homeless Collaborative Event April 4th Shafter Community Resource Fair April 12th GET Bus Food Distribution/Resource Fair	**Farmers Markets: Arvin:** Distributed 8,500 lbs. of produce, serving 600 individuals. **Wasco:** Distributed 21,500 lbs. of produce, serving 1200 individuals. **Delano:** Distributed 22,575 lbs. of produce, serving 1,555 individuals. **CSFP: Rasmussen Center:** Distributed 1,675 lbs. of produce to 280 seniors. **New Life Center:** Distributed 1,825 lbs. of produce to 343 seniors.		

Other:

- Back Pack Buddies Program: distributed 65 bags to Buttonwillow and 85 bags to Greenfield schools every two weeks for the Back-Pack Buddies program.
- On April 2nd we had a volunteer group from CIG come in to help sort cans and dry goods received from the Stuff the Bus event.
- Month of April Outreach team opened 4 new commodity sites (Anchor of Hope – East Bakersfield, Dream Center – Central Bakersfield, Family Life Center – McFarland & Self Help Center – Lamont)
- On April 14th we had our first Wasco Farmers Market of the year; providing: English cucumbers, yams, carrots, oranges, mixed greens, cauliflower and bread, for a total of 21,344 lbs.
- On April 15th we had a volunteer group from the company Knighted Ventures come in to help us continue to sort through our misc. cans and dry goods received from the Stuff the Bus event.
- On April 18th we had our first Delano Regional Medical Center Farmers Market of the year: providing: oranges, spinach, cauliflower, carrots, broccolini, broccoli, cucumbers, lettuce, carrots, potatoes and bread for a total of 22,562 lbs.

- On April 20th we attended the Vegan Farmer's Market where we handed out fliers to individuals to raise awareness of all that the Food Bank has to offer.
- On April 23rd, Sammy Hagar presented CAPK Food Bank with a $2,500 check.
- On April 26th we attended Pauly Elementary's Health and Wellness fair; we gave out 693 pounds of Misc. dry and canned goods as well as provided information on the Food Bank.
- On April 29th we attended the Delano Police Departments Neighborhood Block event; we gave out 672 pounds of Misc. and dry goods as well as provided information on the Food Bank.
- Our CSFP (Senior Distribution Program) held 34 distributions during the month of April and distributed 30-pound boxes of healthy and non-perishable food to 4,005 seniors throughout Kern County.

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Community Development/Ralph Martinez		**Month/Year:** April 2019
Program/Work Unit: Friendship House	**Total Program Staffing: 5**	**Program Manager/Supervisor:** Lois Hannible
Services: After-school and summer programs, pre-employment program for youths, parenting classes, nutrition education, sports, gang prevention, and access to social services.		

Activities	**Participants**	
Description	**Month**	**YTD**
After-School Program Tutoring, homework assistance, recreation.	3	19
Summer Program Recreational activities, educational games, and activities.		
Gang Prevention Program Aggression Replacement Training (ART), Nurturing Parenting and Parents on Mission (POM) parenting classes are provided at local school sites, correctional facilities, at the Friendship House and other community centers, to prevent at-risk youths from joining gangs.		26
STEM (Science, Technology, Engineering, Math) Program Chevron STEM teaches robotics, coding, engineering, and mathematics to program youth, engaging them in hands-on science focused learning.		
Mobile Mexican Consulate Consular services are provided at FHCC every Tues. & every other Wed., providing passport renewals, assistance with obtaining important documents, and providing DACA & protection information.	508	1791
PREP Works Program Pre-employment program for at-risk youth that provides them with financial literacy; skills and knowledge to conduct job searches and plan for college/career; and an incentivized savings program. Participants also have an opportunity to gain paid work experience.		109

Other:

- The FHCC is accepting registration for the free Summer Program, which will be provided from June 3rd-August 2nd. Full day and part-day sessions are available. The summer program will offer recreational activities, arts & crafts, academic enrichment, and community gardening activities.
- KCSOS will be providing free breakfast and lunch at the FHCC from June 3rd to August 2nd, for youth ages 18 and younger. Youth do not have to be registered for the FHCC Summer Program to receive a free meal.
- The CAPK VITA program will be hosting its' Volunteer Appreciation event at the Friendship House on May 7th.
- KCSOS will be hosting a Girl's Conference at the Friendship House on May 11th.
- Owens Valley Career Development Center will be hosting their Spring Gathering at the FHCC on May 19th.
- The United Farm Workers Foundation will be hosting a citizenship workshop at the FHCC on June 1st from 9am-5pm.
- The Mexican Consulate will be providing Consulate services at the Friendship House from May 20th- May 23rd. Those interested should call (877)639-4835 for an appointment.
- The Bakersfield Police are accepting registration for the Junior Police Academy, which will be hosted at the Friendship House, for youth ages 11-13. The four-week program will start June 13th and will be held at the center on Wednesdays and Fridays from 7:45am-12:00pm. For more information and/or to register, contact BPAL at (661) 283-8800 or visit their website at bakersfieldpal.org.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Raymond Quan		**Month/Year: April 2019**
Program/Work Unit: HR/Staffing	**Total Division Staffing**: 8	**Program Manager/Supervisor:** Mike Lackman/Dawn Bledsoe
Services: All functions and activities related to staffing, employee benefits (including the pension plan) administration, labor law compliance, human resources management, and SEIU Contract.		

		Status	
Activities	**Description**	**Month**	**YTD**
Employee Count	Regular Subs/Temps **Total Staff**	892 49 **941**	
New Hires	**All divisions and programs** Regular Subs/Temps **Total New Hires**	 10 30 **40**	 **62** **38** **100**
Leaves of Absence	Full-time Leave	30	
Terminations	**All divisions and programs** Voluntary Involuntary **Total Terminations**	 6 3 **9**	 45 11 **56**
Staffing	**Vacancy** **Total Applications Received**	19 **117**	82 **544**
Payroll	**Total Hours Paid** **Total Gross Payroll**	113,919 **$2,545,201**	

Projects HR/Payroll-Electronic Job Requisitioning HR-Pension Plan Correction HR-Recruitment Issues HR-Licensing Issues Online Recruitment	**Completed:** 1. Efforts continued on the pension plan corrections 2. Estimated completion of the payroll/pension committee/review May 2019 3. SEIU Arbitration 04/3-4/2019 4. Central Kitchen Dress Code-SEIU meeting 04/09/2019 5. Meeting with DCCI; Dental Provider 04/11/2019 6. PRE-Committee 04/10/2019 7. HR Presentation on Developing and Implementing Plan of Action to correct employee job performance at companywide management meeting 04/17/19 8. Budget/Finance Committee Meeting 04/17/2019 9. Head Start Staff Development Day 04/22/2019 10. Board of Directors Meeting 04/24/2019 11. Labor-Management Committee Meeting 04/25/2019 12. Dignity Health and Lynn Company Self-Funded Benefits 04/29/19

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

<table>
<tr><td colspan="2">Division/Director: Health & Nutrition Services/Carmen Segovia</td><td>Month/Year: April 2019</td></tr>
<tr><td>Program/Work Unit: Migrant Childcare AP Program (MCAP)</td><td>Total Staffing: 19,
Vacancies-1
SRS Specialist</td><td>Program Manager/Supervisor:
Susana Magana</td></tr>
<tr><td colspan="3">Services: The Migrant Childcare Alternative Payment Program is a voucher-based child care program for migrant agriculturally working families. The program has six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once enrolled, families can continue child care services as they migrate throughout the state following agricultural work. The program’s current Fiscal Year is July 1, 2018, to June 30, 2019.
*This report is for the service month of March 2019, which was processed in the month of April 2019.</td></tr>
</table>

Activities	County	Total	% by County
Active Enrollments	Kern*	345	41%
	Madera	84	10%
	Merced	0	0
	Tulare	198	24%
	Kings	68	8%
	Fresno	147	17%
	Total	842	**100**%

*Kern totals include services provided outside of the six entry counties. The case management for those families working and residing outside the six entry counties are handled by the regional office in Bakersfield.

Other:

Current Activities:

Staff continues to actively recruit and is accepting applications in all entry counties for the program. We currently have no waiting list. All eligible families are authorized immediately. Staff is visiting fields, packing facilities, laundromats, markets, etc. posting recruitment flyers to inform the community of the service that program provide. The program manager is meeting with different community agencies to promote and educate them about the program.

On 4/3 manager attended the CAPPA/CDE training in Pomona CA. The training was very informative because it provided clarification on the implementation of 12-month eligibility and a preview of the new auditing tool.

On 4/2-4/3 program staff participated at the Fresno County Parlier Migrant Camp opening resource fair. Staff was able to fill out applications for childcare services onsite and collected service information of other programs/agencies participating to have for future referrals.

On 4/4 staff attended the Shafter Resource Fair. Staff passed out flyers and filled out applications onsite.

Staff started to conduct our annual evening Parent and Provider meetings in the entry counties the week of 4/29. The south Kern County meeting was held at the Friendship House on 4/29, Tulare County on 4/30 at the Tulare Office of Education, Madera County on 5/1 at the Madera First 5 office and north Kern on 5/3 at the Delano Civic Center. The meeting consisted of information on current participation requirements and clarifications on the 12-month regulation change.

Upcoming Activities

5/7 Kings County annual Parent and Provider meeting in Avenal, CA.
5/8 Fresno County annual Parent and Provider meeting at the Proteus office.
Staff will be attending camp openings through out Kern and Merced: Kern-Wasco Migrant Camp 5/13, Merced -El Centro Migrant Camp on 5/20, Planada Migrant Camp on 5/28
5/21 program manager will attend a training on Advance Eligibility and Need management in LA hosted by Every Child California.

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Operations/Emilio Wagner		**Month/Year:** April 2019
Program/Work Unit: Business Services/ Maintenance & Operations/Information Technology/Risk Management	**Total Division Staffing:** 19	**Program Manager/Supervisor:** Dan Ripoli, Douglas Dill, Kerri Davis, Laurie Sproule
Services: Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.		

		STATUS	
Activities	**Description**	**Received**	**Completed March 1, 2019 to Date**
Business Services			
Purchase Orders Processed		233	461
Contracts/Leases Processed		39	63
Request for Proposals (RFP)	CRM Digital Platform Gardening and Maintenance	Completed Completed	
Leases	WIC -G Street Plaza MCAP -5351 Olive Drive WIC – Addendum to Lease agreement -Omni Health Tehachapi Unified SD Alicante -Head Start Catalpa -Head Start Friendship House -Mexican Consulate	Completed Completed In Progress In Progress In Progress In Progress In Progress	
Contracts	CCR Analytics -Head Start AA1 Pest Control Abila Master End User agreement ACI Maintenance -Feliz Dr. Specialty Trim and Awning ACI -MCAP Diablo Fence (2) -EHS HD Maintenance Orkin Pest Control AYSO MOU -Friendship House Percival Locksmith -Fairfax Rd. HS Premiere Services Fairy Godmother Events Computer Linx Percival Locksmith (2) San Joaquin Interiors (2) BPN Tres Hombres Fence RM Industries Amendment -HS KGET Advertising Contract LOTUS Bakersfield ACI – Food Bank PLC Systems -Food Bank CalWorks -Amendment II	Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed Completed In Progress In Progress In Progress In Progress In Progress In Progress	

	Percival Locksmith San Joaquin Interiors Lakeshore -Head Start Turk's Kern Copy United Way Sub recipient agreement ACI Amendment -Stine Highway Glass Valbridge Property Advisors	In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress	
Maintenance & Operations		**Work in Progress**	**03/01/2019 to Date Closed**
Facility Work Orders Processed	Repair and maintenance of CAPK facilities and vehicles.	74	826
Projects	• Gearing up for the demolition of the Oildale Modular. • Gearing up for the removal of contents of 8 Head Start sites that will be closing this year. • Preparing for expending Head Start funding that must be expended by June 2019	In Progress In Progress In Progress	
Information Technology		**Received**	**03/01/2019 to Date Closed**
Help Desk Work Orders Processed	Technical assistance to employees, repairs, troubleshooting, coordination of services with IT services subcontractor	601	575
Projects	• AT&T E-rate Installation • EHS Wi-Fi installation • Food Bank Software Evaluation • MCAP Computer Lease • Shafter Youth Center Computer Installation • Intercom upgrades	In Progress Completed In Progress In Progress In Progress In Progress	
Risk Management		**Reported**	**03/01/2019 to Date**
Workers Compensation Incidents	• For Report Only • First Aid • Medical Treatment • Modified Duty • Lost Time • Non-Industrial (not work related) • Under Investigation	8 2 0 0 0 1 0	32 11 2 4 1 3 0
General Liability		0	0
Property Incidents		1	7
Vehicle Incidents		1	6
Projects	Safety & Security Policies for Front Desk Workplace Violence Prevention Program Safety Meetings Monthly Maintenance & Energy	In progress In progress Ongoing	

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Community Development/Ralph Martinez		**Month/Year:** April 2019
Program/Work Unit: Shafter Youth Center	**Total Program Staffing:** 3.5	**Program Manager/Supervisor:** Angelica Nelson
Services: Summer and after-school tutoring, homework assistance, educational, recreational, and social enrichment activities and services for children ages 6-18. Evening programming is offered Monday through Friday, 5:00 to 9:00 pm; activities include basketball, ancestry class, and various local groups who utilize the meeting space.		

Activities	Participants	
Description	**Month**	**YTD**
After-School Program Tutoring, homework assistance, recreation, health & nutrition education.	5	23
Teen Pregnancy and Sexually Transmitted Infections Prevention (Information and Education) (#"s as of 7/1/2017) Informing and educating teens ages 12-19 years on preventing pregnancy and the spread of sexually transmitted infections.	5	53
Evening Program – Open Basketball, Zumba	20 – 45 per night	
Summer Program Academics, sports, recreation, health & nutrition education, themed weeks with coordinated guest speakers.		

Other:

- PREP Program Participants conducted their Community Service Project feeding the homeless at Canyon Hills Wasco Church, by feeding the homeless. Participants helped set-up, cook, handing out clothing, serving food, to 100 homeless people.
- Nature's Niños Camping Trip at Wind Wolves Preserve took place on April 17-18. Kids had STEM lessons, hikes, conservation projects, and plenty of fun. Kids from last year got to see the progress of the plants planted last year.
- Staff attended the Community Career and Resource Fair at Wasco High School. Many parents were interested in the SYC Summer Program.
- SYC kids participated in the Shafter Community Clean Up Day. They were among over 90 volunteers that came out to make a difference I n our city!

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Community Development/Ralph Martinez		**Month/Year APRIL 2019**
Program/Work Unit: VITA	**Total Program Staffing**: 9	**Program Manager/Supervisor:** Sandi Truman
Services: Trained volunteers provide free tax preparation and e-filing for low- medium income individuals and families and assist clients with application for Earned Income Tax Credit (EITC).		

		Results			
Activities	**Description**	**Month**		**YTD**	
Tax Returns Completed	State & Federal		**968**		**4759**
Refunds	Federal	755,521			
	Federal EITC	265,532	211	$3,018,698	1493
	Federal Total				**7,549,522**
	State	135,367			
	California EITC	37,228	215	$298,818	1255
	State Total				**985,034**
Total Credits & Refunds	**State & Federal**	**890,888**			**8,834,556**

The call center closed on April 6th. The last week of the regular tax season we went to straight walk in's. during this last week we had 697 people walk in and completed 488 returns.

April 15th was our largest day in history. 207 people signed in and we completed 141 returns in 7 hours.

We have reached 93% of our goal for the IRS grant.

The CA EITC outreach staff continues to canvass and continue to be present at the Valley Plaza 1 day per week. They have also been present at the swap meet on Saturdays to distribute CA EITC brochures and flyers.

CA EITC returns are up by 262 returns from this time last year. The value for CA EITC is up by $3,116 from this time last year.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** April 2019
Program/Work Unit: WIC	**Total Program Staffing**: 73 staff	**Program Manager:** Kathlyn Lujan
Services: Nutrition education, breastfeeding support, and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breastfeeding. Services provided at 21 sites in Kern County, 5 sites in San Bernardino County.		

			Participation 10/1/17 – 9/30/18			
Description			**Case Load**	**Month**	**Central Valley Avg.**	**State Avg.**
Total	All services April 2019		**20,370**	**15,028 73.8%**	**77.2%**	**65.5%**

Participation by WIC site	**Location**	**Participants**	**Location**	**Participants**
Note: The * indicates that the participants served at this site are included in the count for other sites. IT Equipment from other WIC site was used to issue food vouchers.	Arvin	37	Mojave	104
	Bakersfield		Oildale	379
			Ridgecrest	633
	E. California	1495	Rosamond	683
	Niles Street	2102	Shafter	1280
	Montclair	349	Tehachapi	415
	Friendship House	97	Wasco	1763
	Panama	1426		
	Boron		San Bernardino County	
	Buttonwillow	75	Adelanto	1762
	California City	700	Big Bear	276
	Delano	910	Crestline	276
	Edwards Air Force	*	Needles	157
	Lost Hills	97	Phelan	**
***included in Ridgecrest number**			Mobile WIC	12
			**** included in Adelanto numbers**	

Projects

CAPK WIC continues to exceed the State average in participation.

CAPK WIC was represented at the 27th annual Conference and Trade Show sponsored by the California WIC Association from 4/28-5/1/19 in San Diego. The theme was "Catch the Wave: WIC moves Families Forward". The staff attended 3 days of informational seminars on topics such as "Innovative Strategies to Improve Child Feeding Practices, Racial Disparities in Health and Human Services, and Why are they Leaving? Understanding Reasons for Discontinuing WIC Benefits". The conference was split up into 5 learning platforms so that there was something of interest for everyone attending. There is also a Trade Show with exhibits and morning wellness activities.

Nutrition Education and Staff Development: April staff training continued our training to improve nutrition assessment and documentation. The topic covered was "Choosing a Topic Together". A new class on Healthy Teeth was presented.

The CAPK WIC WNA III/PC Support staff earned a place in the Leadership Academy sponsored by the California WIC Association. She attended her first session of the Academy on Sunday, 4/28/19. This is a four part learning activity throughout the year to improve leadership abilities of WIC staff. Jasmin was chosen to attend from many others who applied for the program.

CAPK WIC had 52 requests for information off the CAPK.org website. Of these 19 families were enrolled and 31 participants served.

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

PENDING - April 2019

Approved Date	Submission Date	Funding Source	Program/Proposal	Amount Requested
11/29/2017	12/4/2017	US Department of Agriculture	CAPK Food Bank Network Capacity Building & Emergency Preparedness Project	$ 350,000
10/31/2018	11/30/2018	Kern County CDBG	Food Bank Expansion Project	$ 458,293
1/23/2019	12/28/2018	California Office Child Abuse Prevention	Case management for pregnant/mothers with Substance Abuse History-3 Yr. Funding for EKFRC, SYC, FHCC	$ 1,800,000
1/23/2019	12/28/2018	Bank of the Sierra	STEM FHCC and SYC	$ 5,000
2/27/2019	2/14/2019	California Complete Count Census 2020 Office	Census Outreach	$ 657,770
TBD	2/22/2019	Bank of America	Food Bank Expansion Project	$ 50,000
2/27/2019	2/27/2019	Union Bank	FHCC/SYC STEM	$ 25,000
3/27/2019	3/15/2019	Kern Family Health Care	EKFRC Emergency Closeet	$ 2,000
3/27/2019	3/16/2019	Kern Family Health Care	SYC Museum on the Move	$ 2,000
3/27/2019	3/17/2019	Kern Family Health Care	FHCC Museum on the Move	$ 2,000
	3/29/2019	CA Board of State Community Corrections	SYV/FHCC/211 Youth Reinvestment Project (3 Years)	$ 225,000
3/27/2019	3/29/2019	Borax Visitors Center Foundation	EKFRC Health Link	$ 3,000
4/24/2019	**4/2/2019**	**Kern Coutny Dept. of Human Services**	**FHCC/SYC Youth Mentoring**	**$ 75,000**
2/27/2019	**4/8/2019**	**California Coastal Conservancy**	**FHCC/SYC Explore the Coast**	**$ 13,558**
4/24/2019	**4/15/2019**	**Virginia and Alfred Harrel Foundation**	**Food Bank Truck**	**$ 30,000**

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

AWARDED -April 2019

Approved Date	Notification Date	Funding Source	Program/Proposal	Amount Requested	Amount Awarded	Funding Period
1/15/2019	1/1/2019	Bank of the West	Small Business Initiative - 2nd Year Funding	$25,000	$ 25,000	1/1/2019-12/31/2019
1/30/2019	1/7/2019	InterConnection	10 computers with monitors for VITA	N/A	N/A	One time shipment
11/28/2018	1/29/2019	California Department of Social Services	Food Bank Capacity Building	$110,000	$ 101,490	1/1/2019-9/30/2020
8/15/2018	2/6/2019	HUD 2018 Continuum of Care Program Application	211 Kern Coordinated Entry	$268,371	$ 236,838	7/1/2019-6/31/2020
				Total Awards	**$ 363,328**	

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNDING REQUESTS AND APPLICATION STATUS REPORT
DECLINED - April 2019

Date Approved	Date of Notification	Funding Source	Program/Proposal	Amount Requested
10/31/2018	1/29/2019	California Coastal Commission - Whale Tail Grants Program	SYC and FHCC EcoColumns curriculum/aquarium trip	$15,000
1/23/2019	2/15/2019	Womens and Girls Fund	FHCC PREP Works for Girls	$25,000
10/31/2018	3/8/2019	City of Bakersfield-CDBG	Food Bank Expansion Project	$458,293
2/27/2019	3/15/2019	Kern County Dept. of Human Services	Kinship-EKFRC, FHCC, &SYC	$158,400
1/23/2019	**4/4/2019**	**CA Department of Public Health**	**SYC I&E Program (Reapplication 2Yrs)**	**$249,420**

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA: N/A

Project Name: CAPK Small Business Initiative

Division Director: Ralph Martinez

Funder Name: US Bank

Program Manager: James Burger

Grant Program Name: Community Development

☒ ***New Funding***
☐ ***Re-Application***

Funding Period: 7/1/2019- 6/31/2020

A. *Narrative description of funding request, including goals:*

CAPK is requesting up to $20,000 from US Bank to build capacity and expand services of CAPK's Small Business Initiative to assist low-to-moderate income people, and business owners start, strengthen, and grow small businesses in Kern County.

The program is in the second of three years of start-up funding from Bank of the West. Expansion of services will include hiring a part-time Small Business Associate to conduct one-on-one coaching sessions, assisting participants with writing business plans and setting/reaching their small business goals. Workshops will expand to new locations such as Arvin, Lamont, and Wasco and additional outreach will take place to promote coaching and new workshop locations.

B. *Use of Funds:*

The requested funds will be used for a part-time Small Business Associate, workshop supplies, and outreach.

C. *Approvals:*

1. ______________________
Division Director — Date

2. [signature] 5-7-19
Director of Community Development — Date

3. [signature] 5/8/19
Chief Financial Officer — Date

4. [signature] 5/8/19
Chief Executive Officer — Date

D. *Board:*

☐Policy Council	☐PRE-Presentation	☐B&F Approval	☐Board Approval
Date: _____	Date: _____	Date: _____	Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private
Project Name: Small Business Initiative
Funder Name: Wells Fargo
Grant Program Name: Community Development
Funding Period: 7/1/2019-6/30/2020

CFDA: N/A
Division Director: Ralph Martinez
Program Manager: James Burger
☒ ***New Funding*** (Received Wells Fargo Funding in the past, but not for this program)
☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK is applying for up to $50,000 from Wells Fargo to provide additional support and build capacity for the CAPK Small Business Initiative (SBI).

CAPK's SBI is in the second of three years of Bank of the West start-up funding. CAPK is seeking Wells Fargo support to build on the success and momentum of the program by ***increasing community outreach*** through CAPK's 10 service programs, widespread social media messaging, and leveraging local media; ***one-on-one coaching sessions*** with contracted professionals to assist participants in completing business and savings plans to reach their small business goals; and the opportunity for a $1 to $1 ***new savings account match*** of up to $1,000, to assist in covering business start-up and expansion expenses such as business licenses, space leases, and equipment.

B. *Use of Funds:*

The requested funds will be used to expand outreach, acquire professional services to provide one-on-one small business coaching, workshop supplies, and provide a $1 for $1 savings match to coaching participants.

C. *Approvals:*

1.______________________________
Division Director — Date

2. Ralph Martinez — 5-7-19
Director of Community Development — Date

3. [signature] — 5/8/19
Chief Financial Officer — Date

4. [signature] — 5/8/19
Chief Executive Officer — Date

D. *Board:*

☐ Policy Council — Date: _____

☐ PRE Presentation — Date: _____

☐ B&F Approval — Date: _____

☐ Board Approval — Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public
Project Name: Community Collaborations to Strengthen and Preserve Families
Funder Name: *U.S. Administration for Children and Families*
Grant Program Name: East Kern Family Resource Center
Funding Period: 9/1/2019 – 8/31/2020

CFDA # 93.670
Division Director: Carmen Segovia
Program Manager: Whitney Hughes

☒ ***New Funding***
☐ ***Re-Application***

A. *Narrative description of the funding request, including goals:*
Through an initial grant of $500,000, CAPK will work with U.S. Administration for Children and Families to build a community collaboration that offers direct family strengthening services and referrals to CAPK and other resources such as case management, financial empowerment, child care, and emergency food and utility assistance. This project would work closely with the U.S. Department of Health and Human Services and be part of a rigorous national evaluative study.

B. *Use of Funds:*
The requested funds, up to $2,500,000 over five years, would support community partnerships, to be identified, and offer co-located services at an expanded facility.

C. *Approvals:*

1. ______		3. [signature]	5/8/19
Division Director	Date	Chief Financial Officer	Date
2. [signature]	5-7-19	4. [signature]	5/8/19
Director of Community Development	Date	Chief Executive Officer	Date

D. *Board:*

☐Policy Council	☐PRE Presentation	☐B&F Approval	☐Board Approval
Date: _____	Date: _____	Date: _____	Date: _____

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	**Month/Year:** April 2019
Program/Work Unit: Head Start/Early Head Start	**Program Manager:** Ginger Mendez **Supervisor:** Yolanda Gonzales

Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.

PROGRAM	ENROLLMENT		FUNDED	ENROLLED
Head Start Kern	April 2019		2,041	100%
Early Head Start Kern	April 2019		328	100%
Early Head Start Partnership	April 2019		56	100%
Early Head Start San Joaquin	April 2019		313	100%
TOTAL Funded Enrollment			**2,738**	
CHILDREN WITH DISABILITIES		**CONCERNS**	**GOAL**	**ACTUAL**
Head Start Kern	Identified as having an IEP	7	10%	7.7%
Early Head Start Kern	Identified as having an IFSP	23	10%	19.5%
Early Head Start Partnership	Identified as having an IFSP	2	10%	12.5%
Early Head Start San Joaquin	Identified as having an IFSP	2	10%	27.1%
OVER INCOME			**GOAL**	**ACTUAL**
Head Start Kern			<10%	8%
Early Head Start Kern			<10%	3%
Early Head Start Partnership			<10%	9%
Early Head Start San Joaquin			<10%	9%
AVERAGE DAILY ATTENDANCE (Program Wide Goal > 85%)			**98.17%**	

HIGHLIGHTS:

Enrollment: A total of 9 recruitment event across the county were manned by staff and all reported good attendance.
Attendance: 14 centers had 99% or above ADA**.**

TOTAL DIVISION STAFFING:

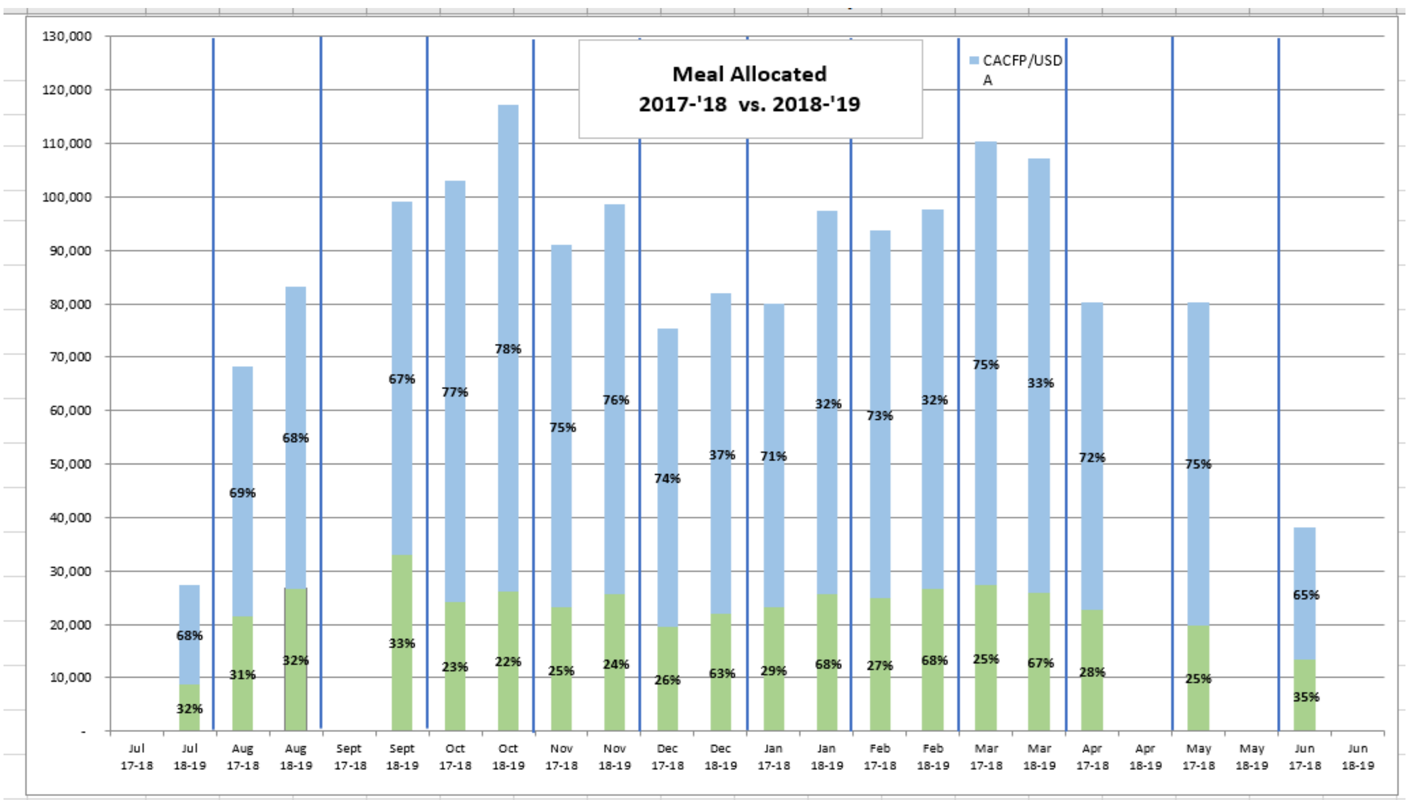
Currently Employed	Vacant Positions	On Family/Medical Leave Continuous	On Family/Medical Leave Intermittent
606	32	23	116

COMPLIANCE:

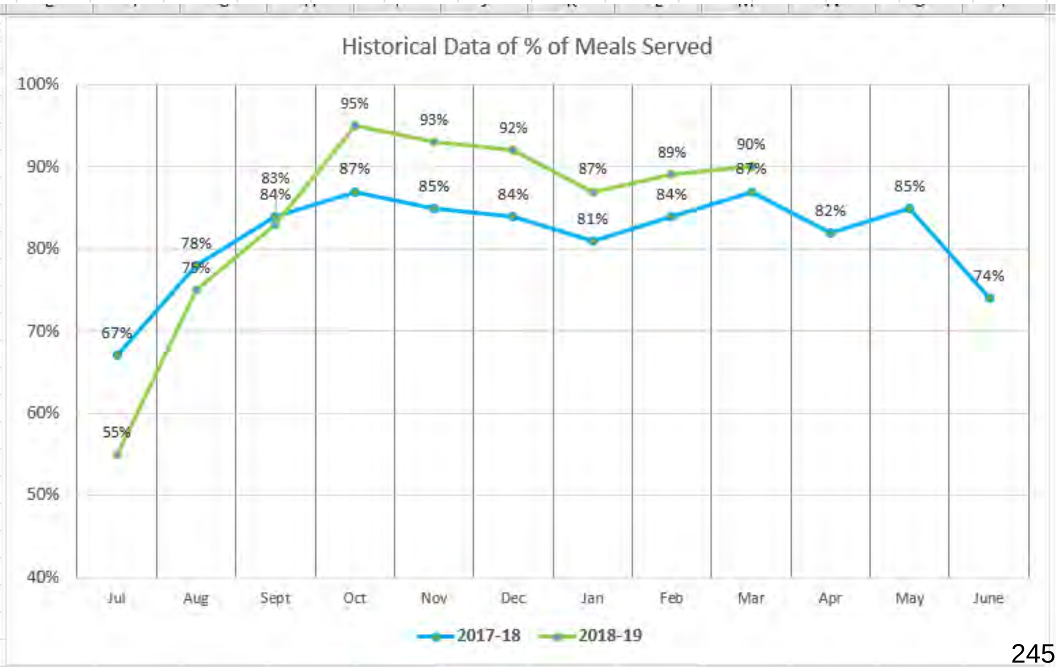
Self-Assessment for Kern HS/EHS was conducted during the month of April. Data compiled from this assessment will be shared within the next coming months.

PG 2

Meals Served – March 2019 (*one month behind)						
Total Meals Requested			Meals Allocated		% of Meals Served	
Central Kitchen	Vendor Kitchen	**Total Meals**	CACFP/USDA	HS/EHS	March 2018	**March 2019**
91,277	15,839	107,116	81,188	25,928	90%	**90%**



Historical Data of % of Meals Served		
Month	**2017-18**	**2018-19**
Jul	67%	55%
Aug	78%	75%
Sept	84%	83%
Oct	87%	95%
Nov	85%	93%
Dec	84%	92%
Jan	81%	87%
Feb	84%	89%
Mar	87%	90%
Apr	82%	
May	85%	
June	74%	



COMMUNITY ACTION PARTNERSHIP *of* KERN
BUDGET & FINANCE COMMITTEE MEETING
5005 Business Park North, Bakersfield, CA
May 22, 2019
12:00 p.m.

MEETING MINUTES

1. **Call to Order**

   Chairperson Janea Benton called the meeting to order at 12:03 pm at the Community Action Partnership of Kern administrative building, 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll Call was taken with a quorum present.

   Present: Janea Benton, Jimmie Childress

   Absent: Guadalupe Perez, Ana Vigil

   Others Present: Jeremy Tobias, Chief Executive Officer; Ralph Martinez, Director of Community Development; Ray Quan, Director of Human Resources; Pritika Ram, Director of Administration;

3. **Approval of Agenda**

   Motion was made and seconded to approve the Budget & Finance Committee Meeting Agenda. Carried by unanimous vote (Childress/Benton).

4. **Public Forum:**

   Jeremy Tobias introduced new agency Controller, Lorraine Casillas and welcomed her to the staff.

5. **New Business**

   a. Application Status Report and Funding Requests – Ralph Martinez, Director of Community Development – ***Action Item***
      - US Bank for Community Development & Small Business Initiative.
      - Wells Fargo Bank for Community Development & Small Business Initiative.
      - U.S. Administration for Children & Families for East Kern Family Resource Center.

      Ralph Martinez provided the Application Status reports for the month of April and stated that approval notification was received for two of applications: California Coastal Conservancy for Friendship House Community Center and Shafter Youth Center and the Virginia and Alfred Harrel Foundation approved a grant for a truck for the Food Bank. Ralph also provided a brief description of the three funding requests noted above and stated all requests were approved by the PRE Committee on May 15, 2019.

      Motion was made and seconded to approve the Application Status Report and Funding Requests. Carried by unanimous vote. (Childress/Benton).

b. Head Start and Early Head Start Budget to Actual Reports for the Period Ended April 30, 2019 – Jerry Meade, Program Design and Management Administrator – ***Info Item***

- Kern Early Head Start Budget to Actual for the Period Ended April 30, 2019
- San Joaquin Early Head Start Budget to Actual for the Period Ended April 30, 2019
- Early Head Start Child Care Partnerships Budget to Actual for the Period Ended April 30, 2019
- Early Head Start Expansion Budget to Actual for the Period Ended April 30, 2019.

Jerry Meade reported that pending the award of a new five-year grant resulting from the Designated Renewal System, the Office of Head Start has awarded Kern Head Start a four-month extension of its current award. The Budget to Actual Report reflects the prorated award. For the Kern Head Start Budget to Actual Report for the period ended April 30, 2019. Two months (50%) of the four-month budget period have elapsed. Overall Base Fund expenditures are at 44% of budget, Training & Technical Assistance (T&TA) funds are at 84% of budget, and the Non-Federal Share is at 85% of budget.

Jerry Meade reported that pending the award of a new five-year grant resulting from the Designated Renewal System, the Office of Head Start has awarded Kern Early Head Start a four-month extension of its current award. The Budget to Actual Report reflects the prorated award. For the Kern Early Head Start Budget to Actual Report for the period ended April 30, 2019. Two months (50%) of the four-month budget period have elapsed. Overall Base Fund expenditures are at 30% of budget, Training & Technical Assistance (T&TA) funds are at 91% of budget.

Jerry Meade provided the San Joaquin Early Head Start Budget to Actual Report for the Period Ended April 30, 2019. Three months (25%) of the budget period have elapsed and overall Base Fund expenditures are at 23% of budget. Training & Technical Assistance Funds are at 22% of budget and the Non-Federal Share is at 19% of budget, however, much of the in-kind documentation for April was not processed in time to be included on the report. It is estimated that the year-to-date total will be 25% of budget.

Jerry Meade provided the Early Head Start Child Care Partnerships Budget to Actual Report for the period ended April 30, 2019. Eight months (67%) of the budget period have elapsed. Overall Base Fund expenditures are at 62% of budget. Training & Technical Assistance funds are incurred as needed and are currently at 62% of budget and it is expected that all funds will be fully expended by year-end. The Non-Federal Share is at 131% of budget.

Jerry Meade stated that on March 27, 2019, CAPK was awarded the full amount requested in the application for Early Head Start center based and childcare partnerships expansion funds. The award expands center-based services by 24 slots (3 classrooms), and childcare partnership slots by 72. The start-up activities include preparation of three classrooms and procuring established childcare providers with which to enter into partnership agreements. Services are planned to begin by July 1, 2019. The grant was awarded under a separate award number and will be reported independently from other Head Start grants. The annual budget period is March 1 through February 28. The Early Head Start Expansion Budget to Actual Report for the period ended April 30, 2019. One month (8%) of the budget period has elapsed and have 12 months to reach full enrollment for the grant.

c. Cost of Living Adjustment (COLA) For All Employee Wages – Lorraine Casillas, Controller – ***Action Item***

Lorraine Casillas reported that the Board of Directors previously approved Head Start applications to receive 1.77% COLA for Kern HS/EHS and San Joaquin EHS. Both applications have been approved by the Office of Head Start (OHS). Historically, when a large group such as Head Start has approved increases, CAPK leverages the increase to spread a COLA to the entire CAPK staff. Division Directors and Managers have included a wage COLA in their operational budgets for the 2019-2020 budget year. The effective dates are dependent upon each contract's requirements and funding levels and the proposed effective dates are included in the agenda packet.

A motion was made and seconded to approve the proposed 1.77% Cost of Living (COLA) adjustment for all employee wages. Carried by unanimous vote. (Childress/Benton).

d. Federal Financial Report – Lorraine Casillas, Controller – **Action Item**

Lorraine Casillas reported to the Committee that the Standard 425 Federal Financial Reports (FFR) were filed prior to the April 30, 2019 deadline and uploaded to the Grant Solutions system at the Office of Head Start. Reports are required to be filed three times throughout the year: semi-annual; annual; and the final report.

6. **Finance Director Report**

a. Discretionary Fund Update – Lorraine Casillas, Controller – ***Info Item***

Lorraine Casillas provided a copy of the Discretionary Fund Report and stated that balance is $561,064 as of April 30. There was a net increase of $31,816 for the month of April. The net gain to date for the 2019 awards banquet held on May 9th is $39,35. Income and expenses for the event are still being processed so a final report will be provided at a later date. Expenses for the line of credit commitment fee and the VITA annual appreciation event were captured in the month of April.

b. Financial Statements, April 2019 – Lorraine Casillas, Controller – ***Action Item***

Lorraine Casillas presented a copy of the Financial Statements for April 2019 and stated that it was not necessary to draw from the line of credit, however, $1,243.75 was paid from the Discretionary Fund for the line of credit commitment fee, and explained that it is a quarterly fee that CAPK pays to ensure the $2 million line of credit is available to CAPK at all times.

Central Kitchen budget to actual for the month of April is on target with 16.8% expenditures and USDA revenue at 21.4%.

With significant increases to the five California Department of Education (CDE) contracts, all are performing well and are expected to fully earn the contracts.

The Finance Division is fully staffed, with one person on leave. All quarterly reports and the year-end reports were completed on time.

The agency is performing well with expenditures at 14% which is less than the 16.67% projected.

Janea Benton questioned the Energy budget at 12% expenditures and asked if this was due to the recent increases to the contract. Jeremy Tobias explained that yes it was due to the increases plus other routine timing issues with costs and reimbursements. If the trend continues next month, he will ask Emilio Wagner to address at the next meeting if there is another reason.

The Indirect Fund shows that revenue exceed expenditures by $27,850 which is 19.7% of budget. All expenditures are 14.1% of budget, which is less than 16.67% for the second month of the year.

Motion was made and seconded to approve the Financial Statements for April 2019. Carried by unanimous vote. (Childress/Benton)

7. **Committee Member Comments**

Janea Benton welcomed Lorraine Casillas to the staff.

Jeremy announced the Board Meeting on May 29th will be held at the new Head Start Professional Development Resource Lab located at the Warehouse, next to the Food Bank.

8. **Next Scheduled Meeting**

Budget & Finance Committee Meeting
Wednesday, June 19, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, California 93309

9. **Adjournment**

The Meeting was adjourned at 12:41 pm

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

PENDING - April 2019

Approved Date	Submission Date	Funding Source	Program/Proposal	Amount Requested
11/29/2017	12/4/2017	US Department of Agriculture	CAPK Food Bank Network Capacity Building & Emergency Preparedness Project	$ 350,000
10/31/2018	11/30/2018	Kern County CDBG	Food Bank Expansion Project	$ 458,293
1/23/2019	12/28/2018	California Office Child Abuse Prevention	Case management for pregnant/mothers with Substance Abuse History-3 Yr. Funding for EKFRC, SYC, FHCC	$ 1,800,000
1/23/2019	12/28/2018	Bank of the Sierra	STEM FHCC and SYC	$ 5,000
2/27/2019	2/14/2019	California Complete Count Census 2020 Office	Census Outreach	$ 657,770
TBD	2/22/2019	Bank of America	Food Bank Expansion Project	$ 50,000
2/27/2019	2/27/2019	Union Bank	FHCC/SYC STEM	$ 25,000
3/27/2019	3/15/2019	Kern Family Health Care	EKFRC Emergency Closeet	$ 2,000
3/27/2019	3/16/2019	Kern Family Health Care	SYC Museum on the Move	$ 2,000
3/27/2019	3/17/2019	Kern Family Health Care	FHCC Museum on the Move	$ 2,000
	3/29/2019	CA Board of State Community Corrections	SYV/FHCC/211 Youth Reinvestment Project (3 Years)	$ 225,000
3/27/2019	3/29/2019	Borax Visitors Center Foundation	EKFRC Health Link	$ 3,000
4/24/2019	**4/2/2019**	**Kern Coutny Dept. of Human Services**	**FHCC/SYC Youth Mentoring**	**$ 75,000**
2/27/2019	**4/8/2019**	**California Coastal Conservancy**	**FHCC/SYC Explore the Coast**	**$ 13,558**
4/24/2019	**4/15/2019**	**Virginia and Alfred Harrel Foundation**	**Food Bank Truck**	**$ 30,000**

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

AWARDED -April 2019

Approved Date	Notification Date	Funding Source	Program/Proposal	Amount Requested	Amount Awarded	Funding Period
1/15/2019	1/1/2019	Bank of the West	Small Business Initiative - 2nd Year Funding	$25,000	$ 25,000	1/1/2019-12/31/2019
1/30/2019	1/7/2019	InterConnection	10 computers with monitors for VITA	N/A	N/A	One time shipment
11/28/2018	1/29/2019	California Department of Social Services	Food Bank Capacity Building	$110,000	$ 101,490	1/1/2019-9/30/2020
8/15/2018	2/6/2019	HUD 2018 Continuum of Care Program Application	211 Kern Coordinated Entry	$268,371	$ 236,838	7/1/2019-6/31/2020
				Total Awards	**$ 363,328**	

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

DECLINED - April 2019

Date Approved	Date of Notification	Funding Source	Program/Proposal	Amount Requested
10/31/2018	1/29/2019	California Coastal Commission - Whale Tail Grants Program	SYC and FHCC EcoColumns curriculum/aquarium trip	$15,000
1/23/2019	2/15/2019	Womens and Girls Fund	FHCC PREP Works for Girls	$25,000
10/31/2018	3/8/2019	City of Bakersfield-CDBG	Food Bank Expansion Project	$458,293
2/27/2019	3/15/2019	Kern County Dept. of Human Services	Kinship-EKFRC, FHCC, &SYC	$158,400
1/23/2019	**4/4/2019**	**CA Department of Public Health**	**SYC I&E Program (Reapplication 2Yrs)**	**$249,420**

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA: N/A

Project Name: CAPK Small Business Initiative

Division Director: Ralph Martinez

Funder Name: US Bank

Program Manager: James Burger

Grant Program Name: Community Development

☒ ***New Funding***
☐ ***Re-Application***

Funding Period: 7/1/2019- 6/31/2020

A. *Narrative description of funding request, including goals:*
CAPK is requesting up to $20,000 from US Bank to build capacity and expand services of CAPK's Small Business Initiative to assist low-to-moderate income people, and business owners start, strengthen, and grow small businesses in Kern County.

The program is in the second of three years of start-up funding from Bank of the West. Expansion of services will include hiring a part-time Small Business Associate to conduct one-on-one coaching sessions, assisting participants with writing business plans and setting/reaching their small business goals. Workshops will expand to new locations such as Arvin, Lamont, and Wasco and additional outreach will take place to promote coaching and new workshop locations.

B. *Use of Funds:*
The requested funds will be used for a part-time Small Business Associate, workshop supplies, and outreach.

C. *Approvals:*

1. ______________________________
Division Director — Date

2. Ralph Martinez — 5-7-19
Director of Community Development — Date

3. [signature] — 5/8/19
Chief Financial Officer — Date

4. [signature] — 5/8/19
Chief Executive Officer — Date

D. *Board:*

☐Policy Council — Date: _____

☐PRE-Presentation — Date: _____

☐B&F Approval — Date: _____

☐Board Approval — Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private
Project Name: Small Business Initiative
Funder Name: Wells Fargo
Grant Program Name: Community Development
Funding Period: 7/1/2019-6/30/2020

CFDA: N/A
Division Director: Ralph Martinez
Program Manager: James Burger
☒ ***New Funding*** (Received Wells Fargo Funding in the past, but not for this program)
☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK is applying for up to $50,000 from Wells Fargo to provide additional support and build capacity for the CAPK Small Business Initiative (SBI).

CAPK's SBI is in the second of three years of Bank of the West start-up funding. CAPK is seeking Wells Fargo support to build on the success and momentum of the program by ***increasing community outreach*** through CAPK's 10 service programs, widespread social media messaging, and leveraging local media; ***one-on-one coaching sessions*** with contracted professionals to assist participants in completing business and savings plans to reach their small business goals; and the opportunity for a $1 to $1 ***new savings account match*** of up to $1,000, to assist in covering business start-up and expansion expenses such as business licenses, space leases, and equipment.

B. *Use of Funds:*

The requested funds will be used to expand outreach, acquire professional services to provide one-on-one small business coaching, workshop supplies, and provide a $1 for $1 savings match to coaching participants.

C. *Approvals:*

1. ______________________ Division Director ____ Date

2. Ralph Martinez 5-7-19
Director of Community Development — Date

3. [signature] 5/8/19
Chief Financial Officer — Date

4. [signature] 5/8/19
Chief Executive Officer — Date

D. *Board:*

☐ Policy Council Date: _____

☐ PRE Presentation Date: _____

☐ B&F Approval Date: _____

☐ Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public
Project Name: Community Collaborations to Strengthen and Preserve Families
Funder Name: *U.S. Administration for Children and Families*
Grant Program Name: East Kern Family Resource Center
Funding Period: 9/1/2019 – 8/31/2020

CFDA # *93.670*
Division Director: Carmen Segovia
Program Manager: Whitney Hughes

☒ ***New Funding***
☐ ***Re-Application***

A. *Narrative description of the funding request, including goals:*
Through an initial grant of $500,000, CAPK will work with U.S. Administration for Children and Families to build a community collaboration that offers direct family strengthening services and referrals to CAPK and other resources such as case management, financial empowerment, child care, and emergency food and utility assistance. This project would work closely with the U.S. Department of Health and Human Services and be part of a rigorous national evaluative study.

B. *Use of Funds:*
The requested funds, up to $2,500,000 over five years, would support community partnerships, to be identified, and offer co-located services at an expanded facility.

C. *Approvals:*

1. ____________		3. [signature]	5/8/19
Division Director	Date	Chief Financial Officer	Date
2. [signature]	5-7-19	4. [signature]	5/8/19
Director of Community Development	Date	Chief Executive Officer	Date

D. *Board:*

☐Policy Council	☐PRE Presentation	☐B&F Approval	☐Board Approval
Date: _____	Date: _____	Date: _____	Date: _____

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Head Start - Kern
Budget to Actual Report for the Period Ended April 30, 2019 – Info Item

Date: May 22, 2019

Pending the award of a new five-year grant resulting from the Designated Renewal System, the Office of Head Start has awarded Kern Head Start a four-month extension of its current award. The Budget to Actual Report for this grant reflects the prorated award.

The following are highlights of the Kern Head Start Budget to Actual Report for the period March 1, 2019 through April 30, 2019. Two months (50%) of the four-month budget period have elapsed.

Base Funds
Overall expenditures are at 44% of the budget, which is on trend with expenditures for the first quarter of last year.

Training & Technical Assistance Funds
Overall expenditures are at 84% of the budget. Staff have identified all training costs for the four-month budget period, which will fully exhaust these funds

Non-Federal Share (Head Start and Early Head Start Combined)
Non-Federal share is at 85% of the budget.

Community Action Partnership of Kern
Head Start - Kern
Budget to Actual Report

Budget Period: March 1, 2019 - June 30, 2019

Report Period: March 1, 2019 - April 30, 2019

Month 2 of 4 (50%)

Prepared 05/13/2019

BASE FUNDS	HEAD START BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,699,990	1,696,847	2,003,143	46%	54%
FRINGE BENEFITS	1,224,686	519,473	705,213	42%	58%
TRAVEL	1,667	0	1,667	0%	100%
SUPPLIES	336,101	106,891	229,210	32%	68%
CONTRACTUAL	32,134	9,282	22,852	29%	71%
OTHER	1,128,654	464,123	664,531	41%	59%
INDIRECT	620,467	267,456	353,011	43%	57%
TOTAL BASE FUNDING	**7,043,699**	**3,064,071**	**3,979,628**	**44%**	**56%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	15,315	18,281	(2,966)	119%	-19%
SUPPLIES	6,947	10,270	(3,323)	148%	-48%
CONTRACTUAL	2,981	0	2,981	0%	100%
OTHER	50,262	34,729	15,533	69%	31%
INDIRECT	7,551	6,328	1,223	84%	16%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**83,056**	**69,608**	**13,448**	**84%**	**16%**
GRAND TOTAL HS FEDERAL FUNDS	**7,126,755**	**3,133,680**	**3,993,075**	**44%**	**56%**

HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	660,015	776,975	(116,960)	118%	-18%
CALIF DEPT OF ED	1,476,898	1,043,251	433,647	71%	29%
TOTAL NON-FEDERAL	**2,136,913**	**1,820,226**	**316,687**	**85%**	**15%**

Budget reflects Notice of Award **#09CH9142-06-01** (adjusted for Child Care Food Subsidy).

*Award is prorated for **four months (03/01/2019 - 06/30/2019)** pending outcome of the Designated Renewal System.*

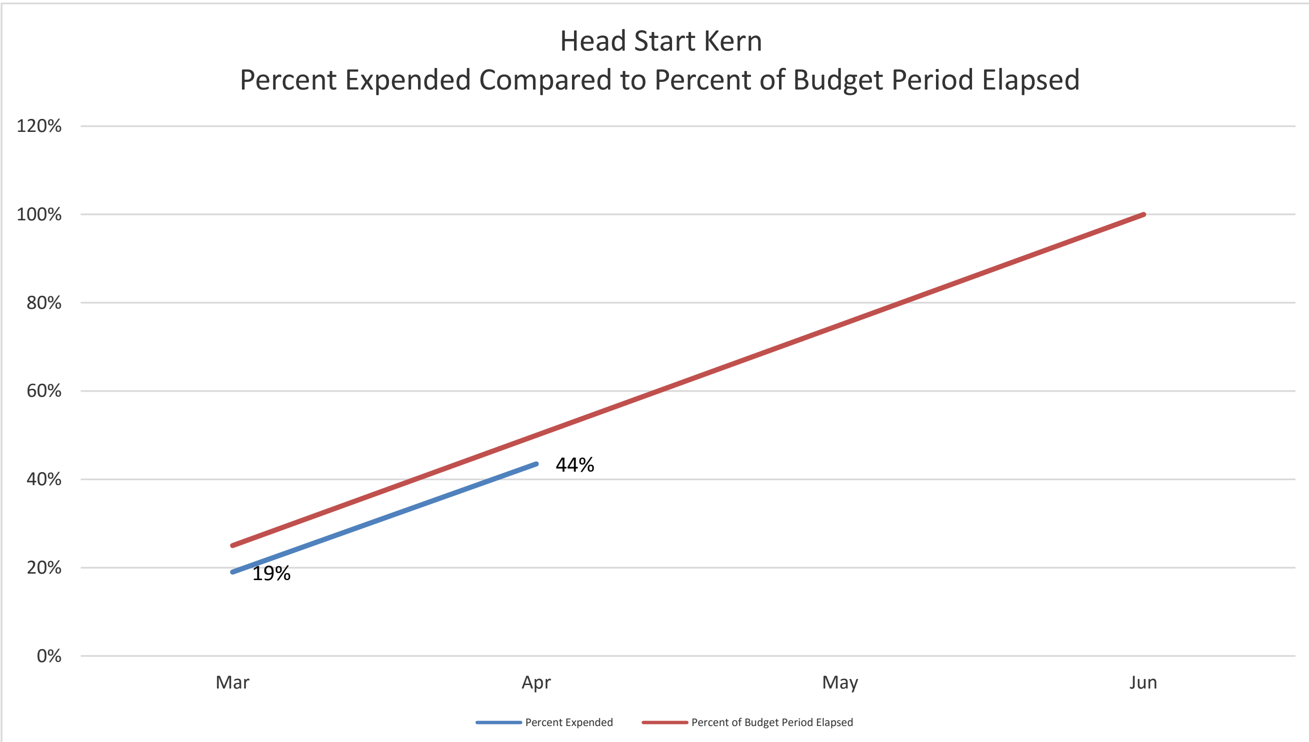
Actual expenditures include posted expenditures and estimated adjustments through 04/30/2019.

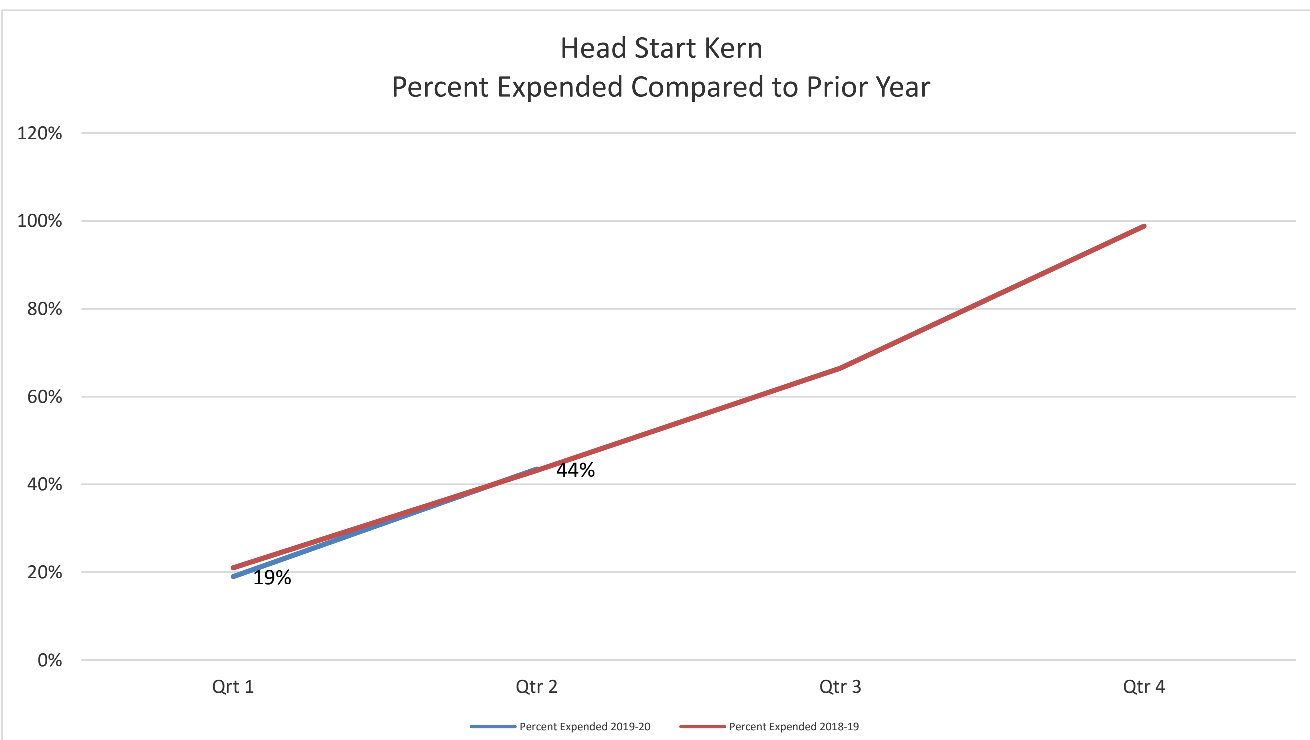
Administrative Cost for HS and EHS Kern **7.4%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Bank of America	31,747				**31,747**	4/21/2019
Lowe's	6,792	3,715			**10,507**	4/25/2019
Smart & Final	232				**232**	5/1/2019
Save Mart [1]	3,072	1,334			**4,406**	4/28/2019
Chevron & Texaco Business Card	7,341				**7,341**	5/6/2019
Home Depot	4,362		22		**4,384**	5/5/2019
	53,546	**5,049**	**22**	**0**	**58,617**	

[1] Check for past-due amount was received by vendor on 4/20/2019


Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
44%
19%
Mar
Apr
May
Jun
Percent Expended
Percent of Budget Period Elapsed


Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
44%
19%
Qrt 1
Qtr 2
Qtr 3
Qtr 4
Percent Expended 2019-20
Percent Expended 2018-19

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start – Kern
Budget to Actual Report for the Period Ended April 30, 2019 – Info Item

Date: May 22, 2019

Pending the award of a new five-year grant resulting from the Designated Renewal System, the Office of Head Start has awarded Kern Early Head Start a four-month extension of its current award. The Budget to Actual Report for this grant reflects the prorated award.

The following are highlights of the Kern Early Head Start Budget to Actual Report for the period March 1, 2019 through April 30, 2019. Two months (50%) of the four-month budget period have elapsed.

Base Funds
Overall expenditures are at 30% of the budget, which is less than expenditures for the second quarter of last year.

Training & Technical Assistance Funds
Overall expenditures are at 91% of the budget. Staff have identified all training costs for the four-month budget period, which will fully exhaust these funds.

Community Action Partnership of Kern
Early Head Start - Kern
Budget to Actual Report
Budget Period: March 1, 2019 - June 30, 2019

Report Period: March 1, 2019 - April 30, 2019

Month 2 of 4 (50%)

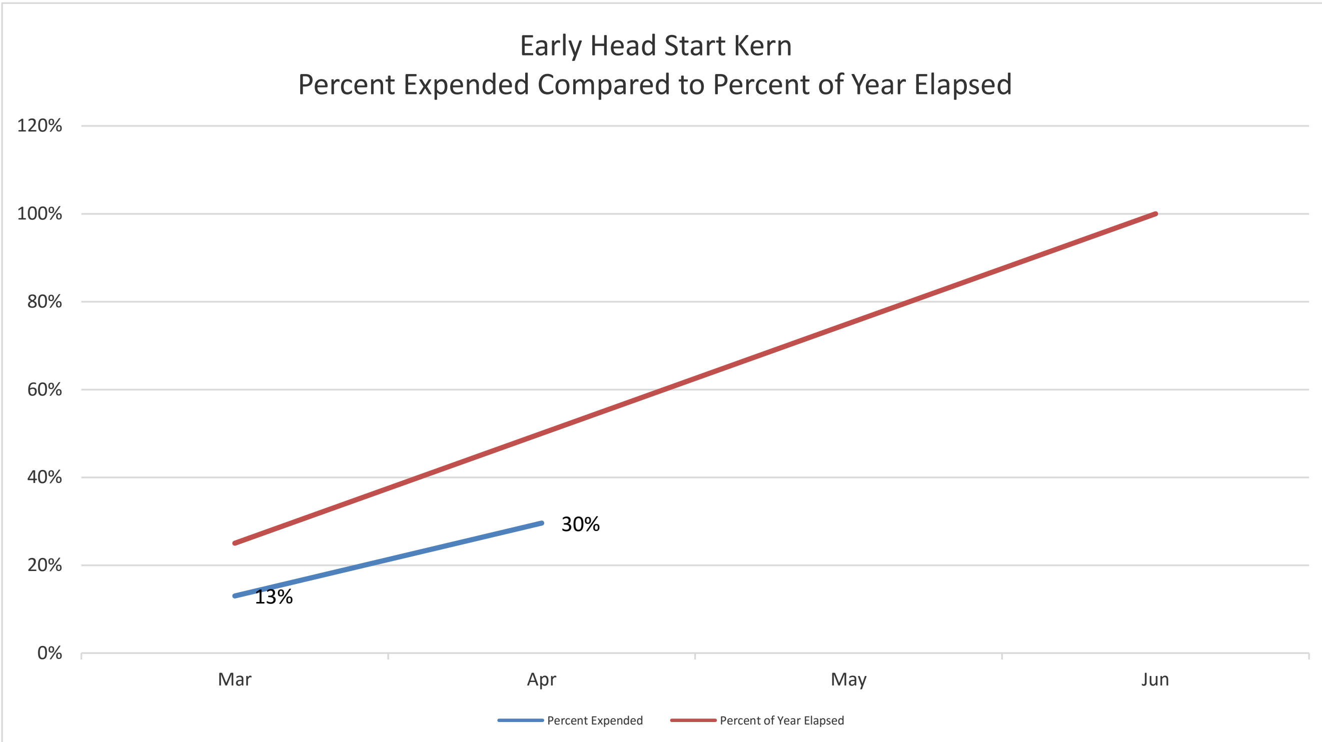
Prepared 05/13/2019

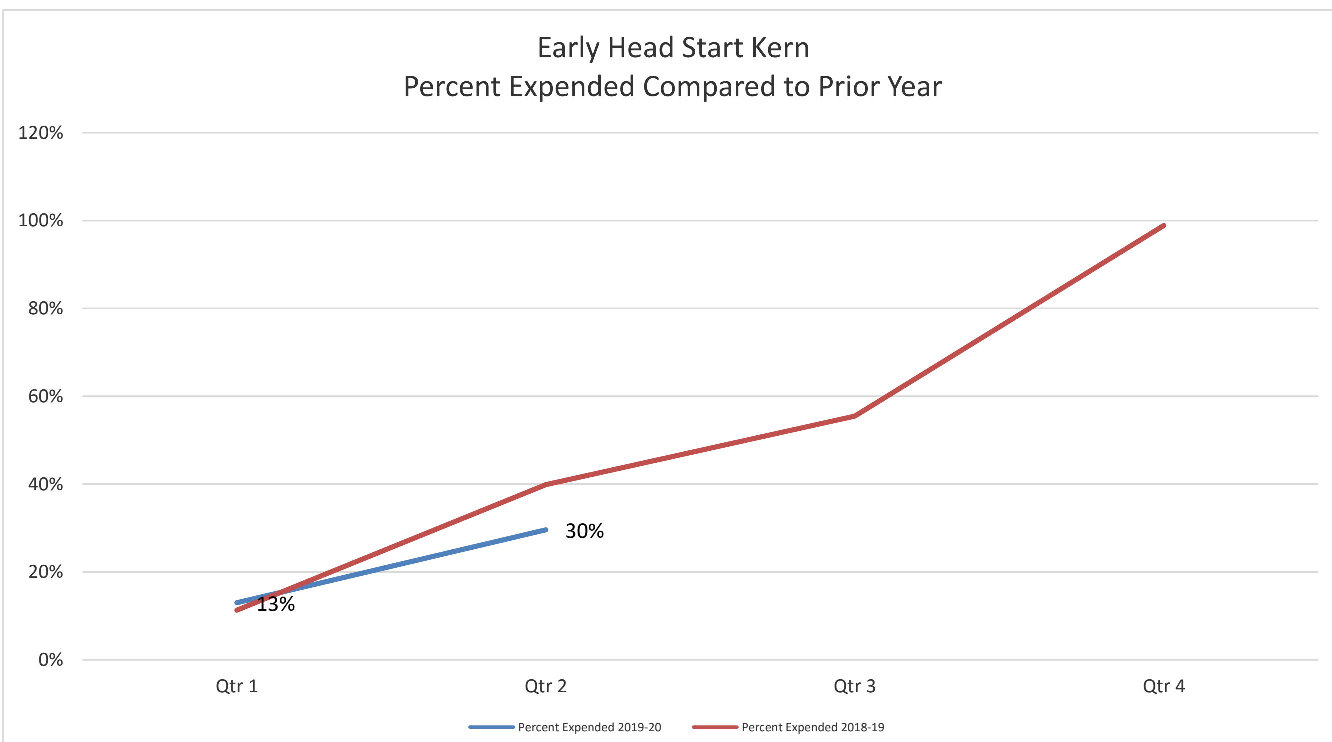
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	772,672	215,047	557,625	28%	72%
FRINGE BENEFITS	251,829	71,420	180,409	28%	72%
SUPPLIES	92,157	21,256	70,901	23%	77%
CONTRACTUAL	5,809	1,501	4,308	26%	74%
OTHER	141,572	65,165	76,407	46%	54%
INDIRECT	124,518	36,525	87,993	29%	71%
TOTAL BASE FUNDING	**1,388,557**	**410,914**	**977,643**	**30%**	**70%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	11,777	2,976	8,801	25%	75%
SUPPLIES	1,340	5,445	(4,105)	406%	-306%
CONTRACTUAL	1,219	0	1,219	0%	100%
OTHER	15,059	18,273	(3,214)	121%	-21%
INDIRECT	2,940	2,669	271	91%	9%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**32,335**	**29,364**	**2,971**	**91%**	**9%**
GRAND TOTAL EHS FEDERAL FUNDS	**1,420,892**	**440,278**	**980,614**	**31%**	**69%**

Budget reflects Notice of Award **#09CH9142-06-01** (adjusted for Child Care Food Subsidy).

*Award is prorated for **four months (03/01/2019 - 06/30/2019)** pending outcome of the Designated Renewal System.*

Actual expenditures include posted expenditures and estimated adjustments through 04/30/2019.


Early Head Start Kern
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
30%
13%
Mar
Apr
May
Jun
Percent Expended
Percent of Year Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
30%
13%
Qtr 1
Qtr 2
Qtr 3
Qtr 4
Percent Expended 2019-20
Percent Expended 2018-19

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start – San Joaquin
Budget to Actual Report for the Period Ended April 30, 2019 – Info Item

Date: May 22, 2019

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period February 1, 2019 through April 30, 2019. Three months (25%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 23% of the budget. Expenses in each category are as expected.

Training & Technical Assistance Funds
Overall expenditures are at 22% of the budget. Staff project that expenses in the Personnel and Fringe Benefits categories will balance each other at year-end.

Non-Federal Share
Non-Federal share is at 19% of the budget. Much of the in-kind documentation for April could not be processed in time to be included in this report. However, if in-kind for April is consistent with prior months, staff conservatively estimate the year-to-date total to be at 25% of the budget.

Community Action Partnership of Kern

Early Head Start - San Joaquin County

Budget to Actual Report

Budget Period: February 1, 2019 - January 31, 2020

Report Period: February 1, 2019 - April 30, 2019

Month 3 of 12 (25%)

Prepared 05/13/2019

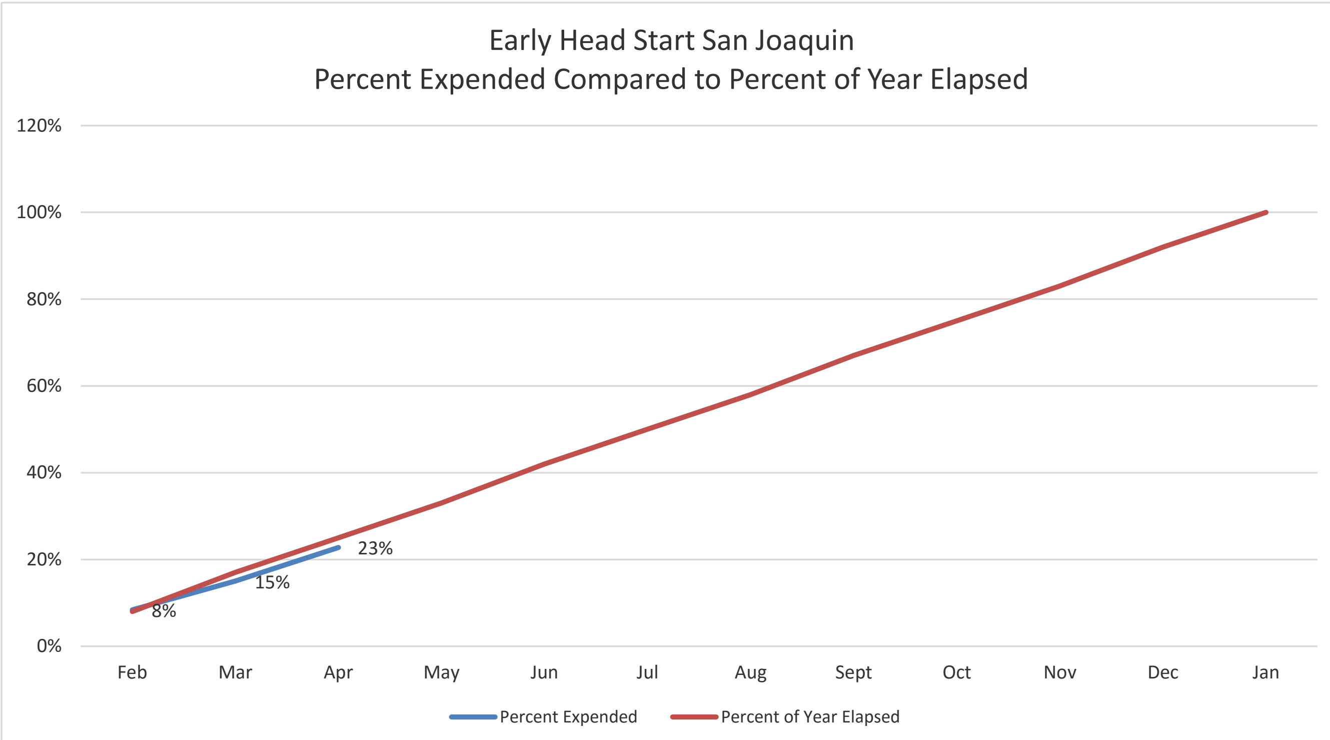
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,114,932	731,744	2,383,188	23%	77%
FRINGE BENEFITS	923,567	223,349	700,218	24%	76%
TRAVEL	20,232	1,692	18,540	8%	92%
SUPPLIES	140,925	30,490	110,435	22%	78%
CONTRACTUAL	12,078	1,637	10,441	14%	86%
OTHER	600,638	105,026	495,612	17%	83%
INDIRECT	456,781	105,266	351,515	23%	77%
TOTAL	**5,269,153**	**1,199,204**	**4,069,949**	**23%**	**77%**
TRAINING & TECHNICAL ASSISTANCE FUNDS					
PERSONNEL	39,312	8,314	30,998	21%	79%
FRINGE BENEFITS	11,534	5,240	6,294	45%	55%
TRAVEL	15,673	5,204	10,469	33%	67%
SUPPLIES	7,900	0	7,900	0%	100%
CONTRACTUAL	3,500	3,300	200	94%	6%
OTHER	30,423	1,781	28,642	6%	94%
INDIRECT	10,833	2,384	8,449	22%	78%
TOTAL	**119,175**	**26,223**	**92,952**	**22%**	**78%**
GRAND TOTAL EHS FEDERAL FUNDS	**5,388,328**	**1,225,427**	**4,162,901**	**23%**	**77%**

NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,324,172	244,320	1,079,852	19%	81%
TOTAL NON-FEDERAL FUNDS	**1,324,172**	**244,320**	**1,079,852**	**19%**	**81%**

Centralized Administrative Cost	7.3%
Program Administrative Cost	2.4%
Total Administrative Cost	**9.8%**

Budget reflects Notice of Award #09CH010071-05-01

Actual expenditures include posted expenditures and estimated adjustments through 04/30/2019


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
23%
15%
8%
Feb
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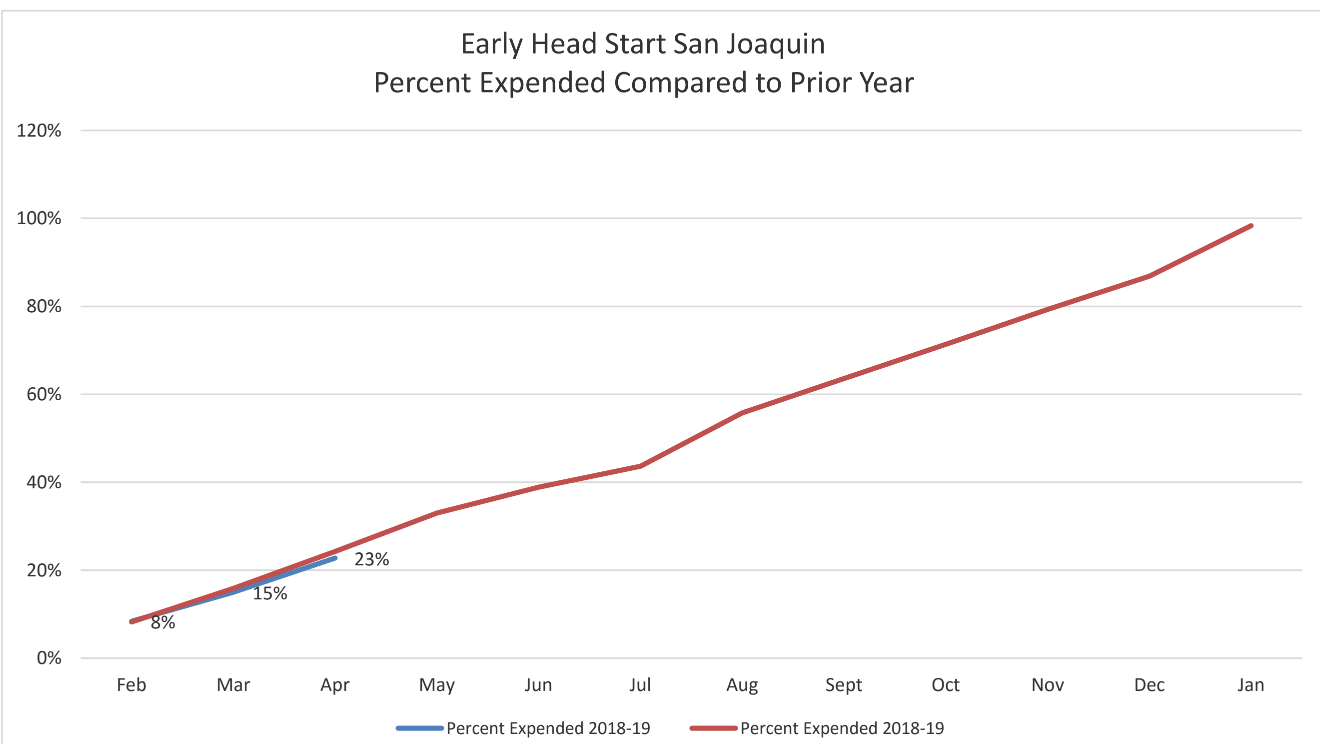
Jan
Percent Expended
Percent of Year Elapsed


Early Head Start San Joaquin
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
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0%
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15%
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Jan
Percent Expended 2018-19
Percent Expended 2018-19

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start Child Care Partnerships Budget to Actual Report for the Period Ended April 30, 2019 – Info Item

Date: May 22, 2019

The following are highlights of the Early Head Start Child Care Partnerships Budget to Actual Report for the period September 1, 2018 through April 30, 2019. Eight months (67%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 62% of the budget. Expenses in the Personnel, Fringe and Other categories appear lower or higher than expected but are not concerning at this point in the budget period. Expenses in all other categories are as expected.

Training & Technical Assistance (T&TA)
Overall expenditures are at 62% of the budget.

Non-Federal Share
Non-Federal share is at 131% of the budget.

Community Action Partnership of Kern
Early Head Start - Child Care Partnerships
Budget to Actual Report

Budget Period: September 1, 2018 - August 31, 2019
Report Period: September 1, 2018 - April 30, 2019
Month 8 of 12 (67%)

Prepared 05/13/2019

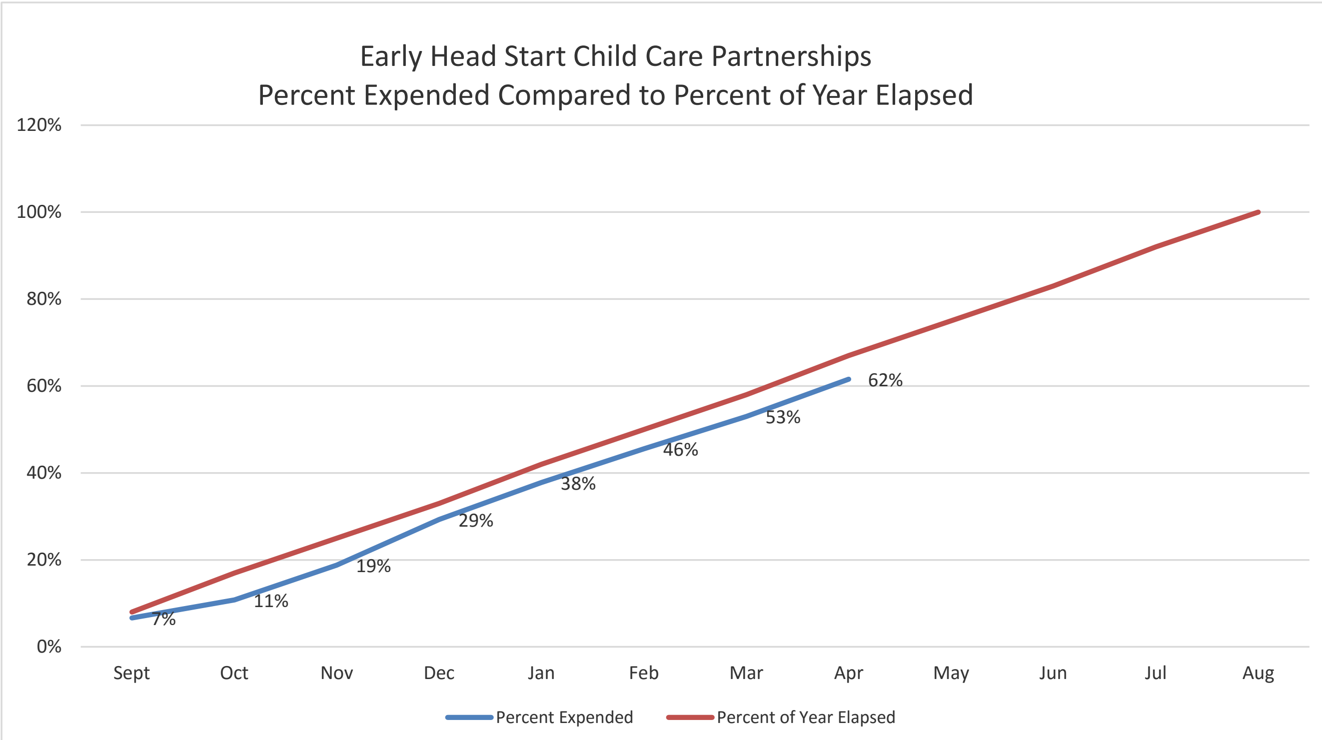
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	130,082	75,125	54,957	58%	42%
FRINGE BENEFITS	33,248	28,959	4,289	87%	13%
SUPPLIES	1,750	1,394	356	80%	20%
CONTRACTUAL	462,028	282,805	179,223	61%	39%
OTHER	17,395	8,607	8,788	49%	51%
INDIRECT	64,398	39,546	24,852	61%	39%
TOTAL BASE	**708,901**	**436,436**	**272,465**	**62%**	**38%**

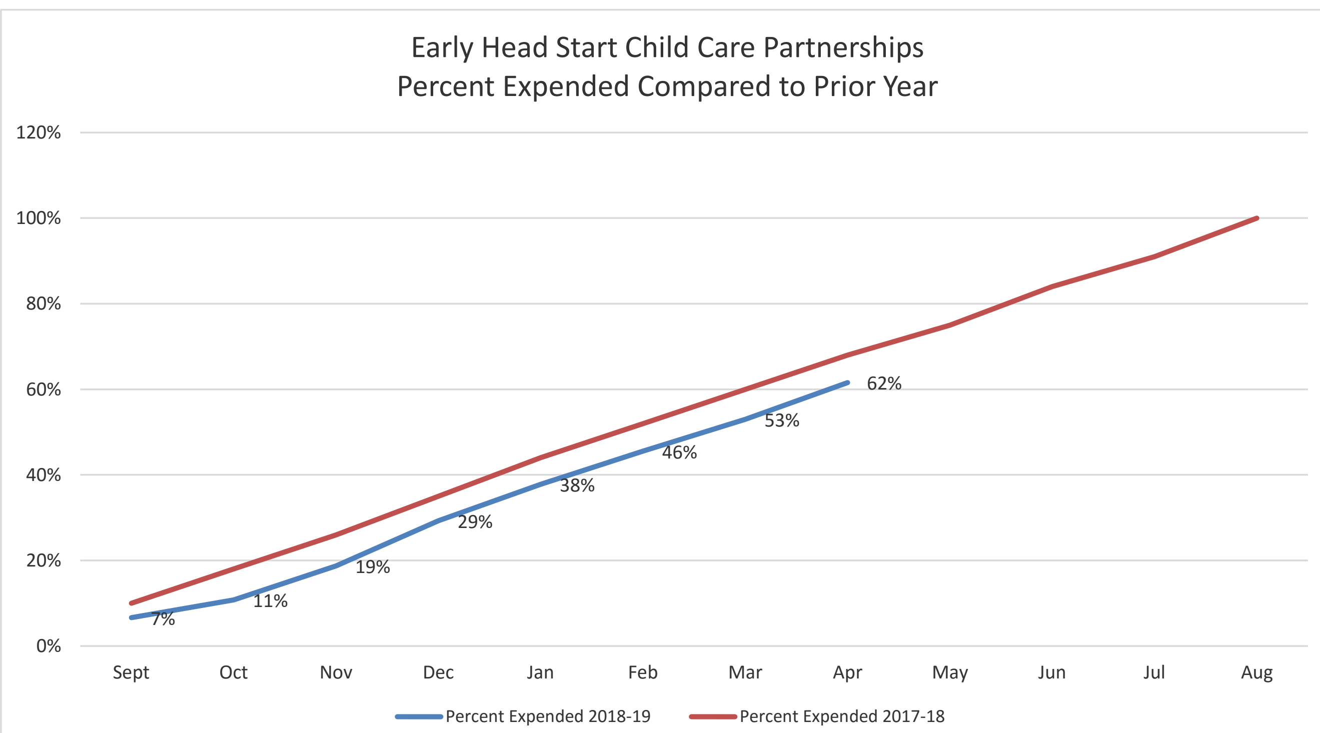
TRAINING & TECHNICAL ASSISTANCE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
TRAVEL	5,294	1,787	3,507	34%	66%
SUPPLIES	3,506	0	3,506	0%	100%
OTHER	6,473	7,716	(1,243)	119%	-19%
INDIRECT	1,527	950	577	62%	38%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**16,800**	**10,453**	**6,347**	**62%**	**38%**
GRAND TOTAL FEDERAL FUNDS	**725,701**	**446,888**	**278,813**	**62%**	**38%**

NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	181,425	237,846	(56,421)	131%	-31%
TOTAL NON-FEDERAL FUNDS	**181,425**	**237,846**	**(56,421)**	**131%**	**-31%**

Centralized Administrative Cost	5.9%
Program Administrative Cost	1.3%
Total Administrative Cost	**7.2%**

Budget reflects Notice of Award #09HP0036-04-00.
Actual expenditures include posted expenditures and estimated adjustments through 04/30/2019.


Early Head Start Child Care Partnerships
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
7%
11%
19%
29%
38%
46%
53%
62%
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Percent Expended
Percent of Year Elapsed


Early Head Start Child Care Partnerships
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
7%
11%
19%
29%
38%
46%
53%
62%
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Percent Expended 2018-19
Percent Expended 2017-18

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start Expansion
Budget to Actual Report for the Period Ended April 30, 2019 – Info Item

Date: May 22, 2019

At the end of November 2018, CAPK submitted an application to compete for Early Head Start center based and child care partnerships expansion funds. On March 27, 2019, CAPK was awarded the full amount requested in its application. The award will expand center-based services by 24 slots (3 classrooms), and child care partnerships slots by 72. Start up activities include preparing three physical classrooms and procuring established child care providers with which to enter into partnership agreements. Services are planned to begin by July 1, 2019.

This grant was awarded under a separate award number; and will thus be reported independently from other Head Start grants operated by CAPK. The annual budget period is March 1 through February 28/29.

The following are highlights of the Early Head Start Expansion Budget to Actual Report for the period March 1, 2019 through April 30, 2019. Two months (17%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 0% of the budget.

Training & Technical Assistance (T&TA)
Overall expenditures are at 0% of the budget.

Start Up
Overall expenditures are at 0% of the budget.

Non-Federal Share
Non-Federal share is at 0% of the budget.

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

Budget Period: March 1, 2019 - February 29, 2020
Report Period: March 1, 2019 - April 30, 2019
Month 2 of 12 (17%)

Prepared 05/13/2019

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	541,287	0	541,287	0%	100%
FRINGE BENEFITS	170,225	0	170,225	0%	100%
SUPPLIES	45,780	0	45,780	0%	100%
CONTRACTUAL	540,975	0	540,975	0%	100%
OTHER	141,458	0	141,458	0%	100%
INDIRECT	135,664	0	135,664	0%	100%
TOTAL BASE FUNDING	**1,575,389**	**0**	**1,575,389**	**0%**	**100%**
TRAINING & TECHNICAL ASSISTANCE					
SUPPLIES	12,885	0	12,885	0%	100%
OTHER	22,920	0	22,920	0%	100%
INDIRECT	3,580	0	3,580	0%	100%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**39,385**	**0**	**39,385**	**0%**	**100%**
START UP					
SUPPLIES	258,000	0	258,000	0%	100%
OTHER	196,545	0	196,545	0%	100%
INDIRECT	45,455	0	45,455	0%	100%
TOTAL START UP	**500,000**	**0**	**500,000**	**0%**	**100%**
GRAND TOTAL EHS FEDERAL FUNDS	**2,114,774**	**0**	**2,114,774**	**0%**	**100%**

EARLY HEAD START EXPANSION NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	528,694	0	528,694	0%	100%
TOTAL NON-FEDERAL	**528,694**	**0**	**528,694**	**0%**	**100%**

Budget reflects Notice of Award **#09HP000163-01-00**

Actual expenditures include posted expenditures and estimated adjustments through 04/30/2019.

MEMORANDUM

TO: Budget & Finance Committee

FROM: Tracy Webster, Chief Financial Officer

DATE: May 22, 2019

RE: *Agenda Item 5c*: Cost of Living Adjustment (COLA) for all employee wages – **Action Item**

The recently approved federal budget includes funding for a 1.77% Cost-of-Living Adjustment (COLA) for our Head Start group of contracts. This will provide for a 1.77% wage adjustment for all employees in the Head Start family of programs. The Head Start family of programs, comprising Head Start, Early Head Start, State Childcare, Central Kitchen, Partnerships and San Joaquin County includes approximately 600 employees of the CAPK total 900 employees.

The Board of Directors previously approved the applications to receive the 1.77% COLA for Kern Head Start and San Joaquin Early Head Start. Both of these applications have been received and approved by the Office of Head Start.

Historically, we have not been able to offer a regular schedule of COLA increases to our employees. We are bound by federal and state budgets and ultimately contracts that dictate our funding levels. Occasionally one of our funding sources approves a budget increase specifically designated for an employee wage COLA. When that does occur, especially in a large group such as Head Start, we utilize and leverage the increase to spread a COLA to the entire CAPK staff. The most recent COLA approved for employee wages was a 2.6% increase effective in March 2018.

The Division Directors and Program Managers routinely work at planning and budgeting for a possible COLA. All program budgets included a wage COLA in their operational budgets for the 2019-20 budget year. The effective date of the COLA for each program or contract may vary, depending on each contract's requirements and funding levels.

Recommendation:

Staff recommends approval to implement the Head Start COLA of 1.77% and approval of a 1.77% COLA for all remaining CAPK employees not covered by Head Start. Staff recommends that the COLA be applied with the attached effective dates subject to each individual contract requirements and funding levels.

Attachments: *Resolution No. 2019-06*
Attachment A
2019-20 CAPK Compensation Schedule

RESOLUTION # 2019-06

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving a Cost-of-Living Adjustment (COLA) For CAPK Head Start Staff and Staff Not Covered with the Head Start / Early Head Start COLA

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on May 29, 2019, in Bakersfield, California at a regularly scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives’ in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the Head Start / Early Head Start programs have been approved for a 1.77 percent Cost of Living Adjustment (COLA) contract adjustment for the Head Start / Early Head Start Kern (09CH9142); Early Head Start Child Care Partnership (09HP0036); and the Early Head Start San Joaquin (09CH010071); and

WHEREAS, the Division Directors identified all employees that are not covered by the Head Start / Early Head Start COLA, and recommends a similar COLA as detailed in Attachment “A”.

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer, to initiate a wage COLA for CAPK staff covered by the Head Start funding and staff not covered by the Head Start / Early Head Start COLA, and as detailed in Attachment “A”.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 29th day of May 2019.

______________________________ _________________________

Curtis Floyd, Chair
CAPK Board of Directors

Date

Agenda Item VI (e): Cost of Living Adjustment (COLA) for all employee wages: Resolution No. 2019-XX Attachment A

COMMUNITY ACTION PARTNERSHIP OF KERN
Cost of Living Adjustment (COLA)
FISCAL YEAR 2019/20

	% COLA		RETRO	
Fund Description	**Effective Date**	**Pay Date**	**Effective Day**	**Pay Date**
Migrant Childcare Alternative Payment	5/1/2019	TBD by Payroll	3/1/2019	TBD by Payroll
WIC Family	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll
East Kern Family	5/1/2019	TBD by Payroll	3/1/2019	TBD by Payroll
Senior Food Program	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll
Youth Centers Family	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll
Energy Family	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll
211 Family	5/1/2019	TBD by Payroll	3/1/2019	TBD by Payroll
CSBG Funds *(Includes the Food Bank, Friendship House, VITA, Shafter Youth Center, and 211)*	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll
Indirect Fund	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll
Employee Cost Pool	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll
Head Start & State Child Care Family	5/29/2019	TBD by Payroll	3/1/2019	TBD by Payroll

NOTES:
1.) EFFECTIVE DATE: In order to be elibigle for the COLA and the retroactive payment(s), employees must be employed on the effective date. Those that are not an active employee on the effective date will not receive the COLA or any retroactive payment(s).
2.) TBD BY PAYROLL: Payroll will determine the pay date for the retro-active payments, and will begin applying the COLA approved rates by program as identified in this document on the effective date.
3.) All effective and retro-active dates and increase are contingent upon the approval of the Head Start program COLA increase.
4.) All effective and retro-active COLA increases are subject to the individual contract provisions of each program. Some program contracts may not permit COLA salary increases and/or retro-active payments.

COMMUNITY ACTION PARTNERSHIP OF KERN

COMPENSATION SCHEDULE
PROPOSED 2019-20
Effective March 1, 2019

Job Classification/Position Title	Salary Grade	Exempt Status
211 Program Specialist	6	
211 Supervisor - 211/Operations	8	X
Accountant - Finance	9	
Accountant II - Finance	10	
Accounting Clerk - Finance	5	
Accounting Manager - Finance	11	X
Accounting Specialist	8	
Accounting Technician	6	
Activity Specialist - FHCC SYC - Community Development	4	
Administrative Assistant - FHCC - Community Development	6	
Administrative Assistant - Head Start	6	
Administrative Assistant - VITA	1	
Administrative Clerk - Food Bank - Health Nutrition	1	
Administrative Clerk - MCAP - Health & Nutrition	1	
Administrative Coordinator - CEO/Administration	9	
Agency Relations Coordinator - Food Bank	8	
Assessor - Energy	7	
Assistant Director of Head Start/ State Child Development	12	X
Assistant Teacher - Head Start	2	
Assistant Teacher Substitute - Head Start	2	
Assistant to the Director Head Start / State Child Development	8	
Associate Teacher - Head Start	3	
Associate Teacher Floater- Head Start	3	
Attendance Coordinator	9	X
Attendance Technician	5	
Benefits Specialist - HR	9	
Billing Supervisor - Energy	8	X
Billing Technician - Energy	6	
Breastfeeding Education Coordinator - WIC	10	
Business Contracts Specialist - Operations	9	
Business Manager - Energy	11	X
Business Manager - Operations	11	X
Business Technician - Operations	8	
Case Manager - Eastern Kern Resource Center - Health& Nutrition	6	
Chief Financial Officer	15	X
Child Care Partnership Program Manager	11	
Community Development Specialist - Comm. Development	8	
Content Area Specialist - Disabilities	8	

COMMUNITY ACTION PARTNERSHIP OF KERN

COMPENSATION SCHEDULE
PROPOSED 2019-20
Effective March 1, 2019

Job Classification/Position Title	Salary Grade	Exempt Status
Content Area Specialist - Health	8	
Content Area Specialist - Nutrition	8	
Content Area Specialist - Wellness	8	
Controller	14	X
Cook - Central Kitchen - Health & Nutrition	2	
CSFP Coordinator	7	
CSFP Program Assistant - Food Bank - Health & Nutrition	4	
Custodian Head Start	1	
Data Analyst - Head Start	8	
Data Entry Clerk - San Joaquin	2	
Data Entry Technician - Energy	2	
Director of Administration	14	X
Director of Community Development	13	X
Director of Head Start/ State Child Development	14	X
Director of Health & Nutrition	13	X
Director of Human Resources	14	X
Director of Operations	14	X
Driver - Food Bank - Health & Nutrition	1	
Early Childhood Educator/Case Manager - EKFRC - Health & Nutrition	6	
Early Head Start Teacher AA Degree - Head Start	5	
Early Head Start Teacher BA Degree - Head Start	7	
East Kern Family Resource Center Program Supervisor - Health & Nutrition	9	
Education Coordinator - Head Start	9	X
Education Manager - Head Start	10	X
Education Support Services Administrator - Head Start	12	X
EHS Assistant Teacher - Head Start	2	
EHS Program Coordinator	11	X
Eligibility Specialist - Energy	6	
Eligibility Technician - Energy	3	
Enrollment and Attendance Manager	10	X
Enrollment Coordinator	9	X
Enrollment Specialist	8	
Enrollment Technician	5	
Equipment Supply Clerk - WIC	1	
Facilities Specialist - Operations	8	
Facility Manager - Operations	10	X
Family Advocate	5	
Family Engagement Specialist	8	

COMMUNITY ACTION PARTNERSHIP OF KERN

COMPENSATION SCHEDULE
PROPOSED 2019-20
Effective March 1, 2019

Job Classification/Position Title	Salary Grade	Exempt Status
Family Service Coordinator - MCAP - Health & Nutrition	9	
Family Service Specialist - MCAP - Health Nutrition	5	
Family Service Worker I - Head Start	5	
Family Service Worker II - Head Start	6	
Family Services & Disability Supervisor - Head Start	9	X
Finance Manager	11	X
Fiscal Administrator - Head Start	12	X
Fiscal Coordinator - Energy	8	X
Fiscal Specialist - Operations	7	
Fiscal Specialist - Head Start	9	
Fiscal Technician - Energy	5	
Food Production Driver - Central Kitchen - Health & Nutrition	2	
Food Production Supervisor	7	
Food Service Clerk - Central Kitchen - Health & Nutrition	2	
Food Service Manager - Central Kitchen - Health & Nutrition	10	X
Food Service Technician - Central Kitchen - Health & Nutrition	5	
Food Service Worker - Head Start	1	
Food Services Supervisor - Central Kitchen - Health & Nutrition	7	
Food Sourcer - Food Bank - Health & Nutrition	7	
Health & Nutrition Supervisor - Head Start	9	X
Health Coordinator - Head Start	8	
Health Educator - SYC - Community Development	8	
Health Service Nurse - Head Start	8	
Home Base Educator - Head Start	6	
Home Base Educator EHS - Head Start	6	
Home Base Supervisor - Head Start	8	
Home Visiting Initiative Home Visitor	6	
Home Visiting Initiative Liaison	9	
Home Visiting Initiative Program Manager	11	X
Homeless Navigator Coordinated Entry Systems	4	
HR Specialist - HR San Joaquin	9	
Human Resource Technician - HR	6	
Human Resources Generalist/Recruiting Supervisor - HR	10	X
Human Resources Manager - HR	11	X
Information & Referral Specialist -211/Operations	3	
Information Systems Specialist I - Operations	8	
Information Systems Specialist II - Operations	9	
Lead Administrative Clerk - Food Bank - Health & Nutrition	3	

COMMUNITY ACTION PARTNERSHIP OF KERN

COMPENSATION SCHEDULE
PROPOSED 2019-20
Effective March 1, 2019

Job Classification/Position Title	Salary Grade	Exempt Status
Lead Driver- Central Kitchen - Health & Nutrition	3	
Lead Warehouse Specialist - Food Bank - Health & Nutrition	6	
Local Vendor Liaison - WIC	8	
Maintenance Supervisor - Operations	9	X
Maintenance Technician I - Operations	2	
Maintenance Technician II - Operations	3	
Mentor Coach - Head Start	8	
Nutrition Education Coordinator - WIC	11	X
Office Assistant - EKFRC - Health Nutrition	1	
Operations Coordinator - WIC	9	
Operations Supervisor - Food Bank - Health & Nutrition	9	
Operations Technician - Energy	5	
Outreach & Public Relations Coordinator - WIC	7	
Outreach and Advocacy Coordinator	10	X
Outreach and Grant Administrator - Community Development	12	X
Outreach Specialist - Energy	6	
Outreach Specialist - Food Bank - Health & Nutrition	6	
Partnership Administrator	12	X
Partnership Coordinator - EHS- Head Start	11	X
Payroll Specialist - Finance	8	
Payroll/HRIS Manager - Finance	11	X
Professional Development Coordinator	8	X
Professional Development Technician	4	
Program Administrator - Energy	12	X
Program Assistant - Head Start	3	
Program Assistant/Translator Head Start	4	
Program Coordinator Coordinated Entry Systems	8	X
Program Design & Management Administrator - Head Start	12	X
Program Education Assistant - Head Start	3	
Program Educator - FHCC - Comm. Development	8	
Program Governance Coordinator - Head Start	8	
Program Manager - 211	9	X
Program Manager - Energy	11	X
Program Manager - FHCC - Comm. Development	9	X
Program Manager - Head Start	11	X
Program Manager - MCAP	11	X
Program Manager - SYC - Comm. Development	9	X
Program Manager - WIC	11	X

COMMUNITY ACTION PARTNERSHIP OF KERN

COMPENSATION SCHEDULE
PROPOSED 2019-20
Effective March 1, 2019

Job Classification/Position Title	Salary Grade	Exempt Status
Program Manager Food Bank	10	X
Program Manager VITA - Comm. Development	9	X
Program Specialist Coordinated Entry System	6	
Quality Assurance Assistant	3	
Quality Assurance Coordinator	8	
Quality Assurance Manager	10	X
Quality Assurance Technician	4	
Receptionist - Administration	3	
Receptionist - Energy	3	
Receptionist - WIC	3	
Regional Breast Feeding Liaison - WIC	9	
Regional Breast Feeding Liaison Assistant - WIC	4	
Resource & Outreach Coordinator - Community Development	8	
Risk Management Supervisor - Operations	9	X
Senior Community Development Specialist	9	X
Senior Information and Referral Specialist - 211/Operations	4	
Services Clerk - MCAP - Health & Nutrition	1	
Shift Leader - Central Kitchen - Health & Nutrition	2	
Site Coordinator - VITA - Community Development	1	
Site Supervisor I - Head Start	7	
Site Supervisor II - Head Start	8	
Staff Development Coordinator - WIC	10	
Staffing Specialist - HR	8	
Subsidized Reimbursement Coordinator - MCAP - Health & Nutrition	9	
Subsidized Reimbursement Specialist - MCAP - Health & Nutrition	5	
Teacher - AADegree - Head Start	5	
Teacher - BA Degree - Head Start	7	

1.77%

Community Action Partnership of Kern

2019-20 - PROPOSED 1.77% COLA

Board Approved: PENDING

Compensation Structure							
Grade	Annual Breakdown*				Hourly Breakdown		
	Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum
17	$137,176.00	$171,454.40	$205,753.60		$65.95	$82.43	$98.92
16	$119,288.00	$149,094.40	$178,921.60		$57.35	$71.68	$86.02
15	$103,729.60	$129,646.40	$155,584.00		$49.87	$62.33	$74.80
14	$90,188.80	$112,736.00	$135,304.00		$43.36	$54.20	$65.05
13	$78,436.80	$98,030.40	$117,644.80		$37.71	$47.13	$56.56
12	$68,203.20	$85,238.40	$102,315.20		$32.79	$40.98	$49.19
11	$59,321.60	$74,152.00	$88,982.40		$28.52	$35.65	$42.78
10	$51,584.00	$64,459.20	$77,376.00		$24.80	$30.99	$37.20
9	$44,824.00	$56,076.80	$67,288.00		$21.55	$26.96	$32.35
8	$39,020.80	$48,734.40	$58,510.40		$18.76	$23.43	$28.13
7	$36,025.60	$42,369.60	$48,734.40		$17.32	$20.37	$23.43
6	$33,508.80	$39,436.80	$45,344.00		$16.11	$18.96	$21.80
5	$31,158.40	$36,691.20	$42,161.60		$14.98	$17.64	$20.27
4	$28,995.20	$34,153.60	$39,249.60		$13.94	$16.42	$18.87
3	$26,977.60	$31,740.80	$36,524.80		$12.97	$15.26	$17.56
2	$25,084.80	$29,515.20	$33,945.60		$12.06	$14.19	$16.32
1	$23,358.40	$27,476.80	$31,574.40		$11.23	$13.21	$15.18

* Based on 2,080 annual hours

MEMORANDUM

TO: Budget & Finance Committee

FROM: Tracy Webster, Chief Financial Officer

DATE: May 22, 2019

RE: *Agenda Item 5d:* Federal Financial Report – **Info Item**

Head Start guidelines required that Standard Form 425 – Federal Financial Report (FFR) be used by grantees to report financial data at three period intervals (semi-annual, annual, and final).

The following semi-annual FFR was filed:

- Early Head Start Partnership #09HP0036-04 (9/1/18 – 2/28/19)

The following annual FFR's were filed:

- Early Head Start San Joaquin: #09CH010071-04 (2/1/18 -1/31/19)
- EHS/Head Start – Kern : #09CH9142-05 (3/1/18 – 2/28/19)

The following final FFR was filed:

- Early Head Start San Joaquin: #09CH010071-04 (2/1/18 – 1/31/19)

Attached are the semi-annual, annual and final Federal Financial Reports that were uploaded to the Grant Solutions system before the April 30, 2019 deadline.

Attachment: SF-425 Federal Financial Report – EHS Partnership (Semi-annual)
SF-425 Federal Financial Report – EHS San Joaquin (Annual)
SF-425 Federal Financial Report – EHS/Head Start – Kern (Annual)
SF-425 Federal Financial Report – EHS San Joaquin (Final)

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted DHHS ACF REGION IX	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 09HP0036-04-00	Page 1 of 1 pages

3. Recipient Organization (Name and complete address including Zip code)

COMMUNITY ACTION PARTNERSHIP OF KERN - 5005 BUSINESS PARK NORTH, BAKERSFIELD, CA 93309

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
072947617	95-2402760	1-952402760A1	☐ Quarterly ☑ Semi-Annual ☐ Annual ☐ Final	☐ Cash ☑ Accrual

8. Project/Grant Period (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)
From: 09/01/2018	To: 08/31/19	02/28/19

10. **Transactions**	Cumulative
(Use lines a-c for single or combined multiple grant reporting)	
Federal Cash (To report multiple grants separately, also use FFR Attachment):	
a. Cash Receipts	$ 0.00
b. Cash Disbursements	$ 0.00
c. Cash on Hand (line a minus b)	$ 0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	$ 725,701.00
e. Federal share of expenditures	$ 328,026.31
f. Federal share of unliquidated obligations	$ 0.00
g. Total Federal share (sum of lines e and f)	$ 328,026.31
h. Unobligated balance of Federal funds (line d minus g)	$ 397,674.69
Recipient Share:	
i. Total recipient share required	$ 181,425.00
j. Recipient share of expenditures	$ 181,425.00
k. Remaining recipient share to be provided (line i minus j)	
Program Income:	
l. Total Federal share of program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
	10% Deminimis	10%	9/1/2018	2/28/2019	$ 298,308.68	$ 29,658.34	$ 29,658.34
				g. Totals:			

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official Jeremy T. Tobias, Chief Executive Officer	c. Telephone (Area code, number, and extension) (661) 336-5236 d. Email Address jtobias@capk.org
b. Signature of Authorized Certifying Official JT-T	e. Date Report Submitted (Month, Day, Year) 04/04/2019
	14. Agency use only:

Standard Form 425 - Revised 10/11/2011
OMB Approval Number: 0348-0061
Expiration Date: 2/28/2015

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted DHHS ACF REGION IX	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 09CH010071-04-03	Page 1 of 1 pages

3. Recipient Organization (Name and complete address including Zip code)

COMMUNITY ACTION PARTNERSHIP OF KERN - 5005 BUSINESS PARK NORTH, BAKERSFIELD, CA 93309

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
072947617	95-2402760	1-952402760A1	☐ Quarterly ☐ Semi-Annual ☑ Annual ☐ Final	☐ Cash ☑ Accrual

8. Project/Grant Period (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)
From: 02/01/2018	To: 01/31/2019	01/31/2019

10. Transactions	Cumulative
(Use lines a-c for single or combined multiple grant reporting)	
Federal Cash (To report multiple grants separately, also use FFR Attachment):	
a. Cash Receipts	$ 0.00
b. Cash Disbursements	$ 0.00
c. Cash on Hand (line a minus b)	$ 0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	$ 5,296,684.00
e. Federal share of expenditures	$ 5,252,815.40
f. Federal share of unliquidated obligations	$ 0.00
g. Total Federal share (sum of lines e and f)	$ 5,252,815.40
h. Unobligated balance of Federal funds (line d minus g)	$ 43,868.60
Recipient Share:	
i. Total recipient share required	$ 1,183,000.00
j. Recipient share of expenditures	$ 1,183,000.00
k. Remaining recipient share to be provided (line i minus j)	$ 0.00
Program Income:	
l. Total Federal share of program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
	10% Deminimis	10%	2/1/18	1/31/19	$ 4,541,765	$ 450,800.49	$ 450,800.49
				g. Totals:			

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

See attached

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official Jeremy T. Tobias, Chief Executive Officer	c. Telephone (Area code, number, and extension) (661) 336-5236 d. Email Address jtobias@capk.org
b. Signature of Authorized Certifying Official JT. To	e. Date Report Submitted (Month, Day, Year) 4/10/19
	14. Agency use only:

Standard Form 425 - Revised 10/11/2011
OMB Approval Number: 0348-0061
Expiration Date: 2/28/2015

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

Community Action Partnership of Kern
Federal Financial Report 09CH010071-04 ANNUAL
Line 12 Detail

	Grant Amount	Unobligated Balance	
G094125 EHS Base	5,177,509.00	43,868.17	
G094121 EHS T&TA	119,175.00	0.43	
	5,296,684.00	43,868.60	
	Other Income		
Program Income - Rental Income (Cell Tower)	-		
	Costs		
Admin Cost	620,952.56		9.56%
Mortgages	None		
USDA Reimbursement	153,007.55		

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted DHHS ACF REGION IX	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 09CH9142-05-04	Page 1 of pages

3. Recipient Organization (Name and complete address including Zip code)

COMMUNITY ACTION PARTNERSHIP OF KERN - 5005 BUSINESS PARK NORTH, BAKERSFIELD, CA 93309

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
072947617	95-2402760	1-952402760A1	☐ Quarterly ☐ Semi-Annual ☑ Annual ☐ Final	☐ Cash ☑ Accrual

8. Project/Grant Period (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)
From: 03/01/2018	To: 02/28/2019	02/28/2019

10. **Transactions**	Cumulative
(Use lines a-c for single or combined multiple grant reporting)	
Federal Cash (To report multiple grants separately, also use FFR Attachment):	
a. Cash Receipts	$ 0.00
b. Cash Disbursements	$ 0.00
c. Cash on Hand (line a minus b)	$ 0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	$ 25,772,156.00
e. Federal share of expenditures	$ 25,528,188.57
f. Federal share of unliquidated obligations	$ 0.00
g. Total Federal share (sum of lines e and f)	$ 25,528,188.57
h. Unobligated balance of Federal funds (line d minus g)	$ 243,967.43
Recipient Share:	
i. Total recipient share required	$ 6,443,040.00
j. Recipient share of expenditures	$ 6,443,040.00
k. Remaining recipient share to be provided (line i minus j)	
Program Income:	
l. Total Federal share of program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
	10% Deminimis	10%	3/1/2018	02/28/2019	$ 22,221,84[illegible]	$ 2,130,661.33	$ 2,130,661.33
				g. Totals:			

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

See attached

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official Jeremy T. Tobias, Chief Executive Officer	c. Telephone (Area code, number, and extension) (661) 336-5236 d. Email Address jtobias@capk.org
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year) 4/15/2019
	14. Agency use only:

Standard Form 425 - Revised 10/11/2011
OMB Approval Number: 0348-0061
Expiration Date: 2/28/2015

Community Action Partnership of Kern
Federal Financial Report 09CH9142-05 ANNUAL
Line 12 Detail

	Grant Amount	Unobligated Balance
G094122 HS Base	20,763,581.00	191,255.04
G094125 EHS Base	4,093,221.00	50,797.41
G094120 HS T&TA	249,168.00	-
G094121 EHS T&TA	97,004.00	1,914.62
G094123 Carryover	569,182.00	0.36
	25,772,156.00	243,967.43

	Other Income	
Program Income - Rental Income (Cell Tower)	18,250.56	
	Costs	
Admin Cost	3,218,517.73	9.48%
Mortgages:		
Business Park North Facility	82,840.08	
Pete Parra CDC Facility	205,084.44	
USDA Reimbursement	1,501,323.09	

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted DHHS ACF REGION IX	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 09CH010071-04-03	Page 1 of 1 pages

3. Recipient Organization (Name and complete address including Zip code)

COMMUNITY ACTION PARTNERSHIP OF KERN - 5005 BUSINESS PARK NORTH, BAKERSFIELD, CA 93309

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
072947617	95-2402760	1-952402760A1	☐ Quarterly ☐ Semi-Annual ☐ Annual ☑ Final	☐ Cash ☑ Accrual

8. Project/Grant Period (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)
From: 02/01/2018	To: 01/31/2019	01/31/2019

10. **Transactions**	Cumulative
(Use lines a-c for single or combined multiple grant reporting)	
Federal Cash (To report multiple grants separately, also use FFR Attachment):	
a. Cash Receipts	$ 0.00
b. Cash Disbursements	$ 0.00
c. Cash on Hand (line a minus b)	$ 0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	$ 5,296,684.00
e. Federal share of expenditures	$ 5,252,815.40
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11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
	10% Deminimis	10%	2/1/18	1/31/19	$ 4,541,765	$ 450,800.49	$ 450,800.49
				g. Totals:			

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

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b. Signature of Authorized Certifying Official JT. T	e. Date Report Submitted (Month, Day, Year) 4/10/19
	14. Agency use only:

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Community Action Partnership of Kern
Federal Financial Report 09CH010071-04 FINAL
Line 12 Detail

	Grant Amount	Unobligated Balance
G094125 EHS Base	5,177,509.00	43,868.17
G094121 EHS T&TA	119,175.00	0.43
	5,296,684.00	43,868.60

	Other Income
Program Income - Rental Income (Cell Tower)	-

	Costs	
Admin Cost	620,952.56	9.56%
Mortgages	None	
USDA Reimbursement	153,007.55	

COMMUNITY ACTION PARTNERSHIP OF KERN
DISCRETIONARY AND FUND RAISING FUNDS
FOR THE MONTH ENDED APRIL 30, 2019

	02/28/19	04/01/19 - 04/30/19	TOTAL	
BEGINNING BALANCE (NOTE 1)	$ 525,890.15	$ -	**$ 525,890.15**	
CASH RECEIPTS				
2019 Awards Banquet Donations	2,500.00	31,400.00	33,900.00	a
Donations	-	121.94	121.94	
Misc. Revenue	-	2,186.61	2,186.61	
Interest Income/Union Administrative Fee	870.26	108.25	978.51	
TOTAL CASH RECEIPTS	3,370.26	33,816.80	37,187.06	
CASH DISBURSEMENTS				
Line of Credit Interest Expense	-	-	-	
Line of Credit Unused Commitment Fee	-	-	-	b
2019 Awards Banquet Expenses	-	50.00	50.00	a
Supplies	-	347.87	347.87	
Volunteer Appreciation	-	-	-	c
Fundraising Expenses	-	-	-	
Property Taxes - Campus Vacant Parcels	-	-	-	
Line of Credit Commitment Fee	-	1,243.75	1,243.75	
Miscellaneous Expenses	12.45	193.43	205.88	
Indirect	-	165.42	165.42	
TOTAL CASH DISBURSEMENTS	12.45	2,000.47	2,012.92	
CASH PROVIDED (USED)	3,357.81	31,816.33	**35,174.14**	
ENDING BALANCE	$ 529,247.96		**$ 561,064.29**	

Discretionary Cash	$ 216,668.87
Fund Raising Cash	335,973.83
	552,642.70
Add: Prepaid	8,789.46
Less: AP	(367.87)
	$ 561,064.29

NOTES

1. For the year ended 2/28/19, the net increase to the Discretionary/Fund Raising Funds was $48,593.85.

a. As of 04/30/19, net 2019 awards banquet gain is $39,350.00 (FYE 2/28/19 = $5,500.00 + $33,900.00 - $50 expenses for 2019/20).
b. Commitment fee for the period 12/31/18 to 9/30/19 that the $2 million line of credit is equal to one-quarter percent (0.25%) per annum based on a 360 day year.
c. Annual appreciation expense for the VITA volunteers.

Date Prepared: 05/17/19

COMMUNITY ACTION PARTNERSHIP OF KERN

BUDGET AND FINANCE COMMITTEE

MAY 22, 2019

FINANCIAL REPORT

TABLE OF CONTENTS

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
UNRESTRICTED						
GENERAL FUND			NOT APPLICABLE	03/01/19 - 02/29/20	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/19 - 02/29/20	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/19 - 02/29/20	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
ENERGY			NOT APPLICABLE	03/01/19 - 02/29/20	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/19 - 02/29/20	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/19 - 02/29/20	531	DONATIONS, RENTAL INCOME
211			NOT APPLICABLE	03/01/19 - 02/29/20	536	FEE FOR SERVICE
FUND RAISING			NOT APPLICABLE	03/01/19 - 02/29/20	595	DONATIONS
RESTRICTED						
EARLY HEAD START EXPANSION	2,114,774	93.600	09HP000163-01	03/01/19 - 2/29/20	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START	8,400,992	93.600	09CH9142 - 06	03/01/19 - 06/30/19	108/109	U S DEPT OF HEALTH & HUMAN SERVICES PENDING DRS APPLICATION APPROVAL
EARLY HEAD START CHILD CARE PARTNERSHIP	725,701	93.600	09HP0036 - 04	09/01/18 - 08/31/19	110	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	5,388,328	93.600	09CH010071 - 05	02/01/19 - 01/31/20	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041800	04/02/19 - 04/01/20	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	94,012	21.009	19VITAA0228	08/01/18 - 07/31/20	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,489,531	93.569	19F - 4015	01/01/19 - 12/31/19	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	3,721,750 4,010,033	93.568	18B - 4012 19B - 5012	10/01/17 - 7/31/19 10/01/18 - 06/30/20	122-38 122-39	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	1,364,399	81.042	17C-4010	6/1/18 - 6/30/20	123-65	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085	93.575	CCTR - 8049	07/01/18 - 06/30/19	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 8049	07/01/18 - 06/30/19	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000	93.575	CMAP - 8000	07/01/18 - 06/30/19	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CALIFORNIA STATE PRESCHOOL PROGRAM	164,081	93.575	CSPP - 8120	07/01/18 - 06/30/19	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	357,247	93.596	CSPP - 8120	07/01/18 - 06/30/19	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
ECONOMIC EMPOWERMENT	85,655	93.590	EE - KERN - 17 - 20	07/01/18 - 06/30/19	171	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, OFFICE OF CHILD ABUSE PREVENTION
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE	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)	121,906	10.568/.569	15 - MOU - 00118	10/01/18 - 09/30/19	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	$2,000 PER TRUCK LOAD			10/1/18 - 09/30/19	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	306,543	10.565	16 - 6017	10/01/18 - 09/30/19	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/18 - 09/30/19	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,154,816	10.557	15 - 10064	10/01/18 - 09/30/19	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PR	46,817	10.561	16 - SUB - 00876	10/01/18 - 09/30/19	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
COORDINATED ENTRY SERVICES	105,000	14.267	N/A	10/1/2018-7/31/19	428-240	U S DEPT OF HOUSING & URBAN DEVELOPMENT - KERN BEHAVIORAL HEALTH UNITED WAY OF KERN COUNTY
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/18 - 06/30/19	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
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/18 - 06/30/19	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	3,046,805		CMAP - 8000	07/01/18 - 06/30/19	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,067,088		CCTR - 8049	07/01/18 - 06/30/19	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	3,731,472		CSPP - 8120	07/01/18 - 06/30/19	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	254,377		CMIG - 8004	07/01/18 - 06/30/19	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	38,156		CMSS - 8004	07/01/18 - 06/30/19	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	175,000		18T-8012	10/15/18 - 06/30/19	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
HOME VISIT INITIATIVE (COUNTY OF KERN)	435,980 1,877,011		N/A N/A	04/01/19 - 06/30/19 07/01/19 - 06/30/20	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
INFORMATION & EDUCATION	80,000		16 - 10206	07/01/18 - 06/30/19	120	STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
FOOD BANK CAPACITY PROGRAM	101,490		SGRT-19-0012	7/01/17 - 06/30/20	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	15,442		15 MOU - 00118	07/01/18 - 06/30/19	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	264,704		N/A	07/01/18 - 06/30/19	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	219,006		N/A	07/01/18 - 06/30/19	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	100,350		2015.2.5	07/01/18 - 06/30/19	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	137,493		2015.2.6	07/01/18 - 06/30/19	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	50,921		2017.2.01	07/01/18 - 06/30/19	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
COUNTY OF KERN HELPLINE 211	44,738		105 - 2018	07/01/18 - 06/30/19	389	COUNTY OF KERN
GANG PREVENTION EDUCATION SERVICES	71,406		230 - 2017	07/01/18 - 06/30/19	335	COUNTY OF KERN, DEPT OF HUMAN SERVICES
READY KERN	1,126		N/A	7/1/18 - 6/30/19	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERVICES
211 KINGS COUNTY	42,000		N/A	07/01/15 - 06/30/18	536-231	KINGS UNITED WAY
211 TULARE COUNTY	162,000		N/A	07/01/15 - 06/30/18	536-232	UNITED WAY OF TULARE COUNTY
211 MERCED COUNTY	27,400		N/A	10/22/15 - PENDING	536-233	UNITED WAY OF MERCED COUNTY
211 STANISLAUS COUNTY	66,000		N/A	07/01/18 - 06/30/21	536-234	UNITED WAY OF STANISLAUS COUNTY
PREP WORKS - YOUTH CENTERS	PENDING		N/A	PENDING	444	STARBUCKS
PREP WORKS PROGRAM	PENDING		N/A	PENDING	448	WELLS FARGO FOUNDATION
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FOOD BANK FREE FARMERS MARKET - WASCO	PENDING		N/A	PENDING	467	THE WONDERFUL COMPANY FOUNDATION
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT INITIATIVE	25,000		N/A	01/01/18 - 12/31/18	456	BANK OF THE WEST

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COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2019/20

		PROGRAM SERVICES				SUPPORT SERVICES	
Abila Fund #	Fund Name	Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
250.0	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				
139	CACFP - San Joaquin		X				
	<u>Food Bank</u>		X				
105	Emergency Food Assistance		X				
111	USDA Commodities		X				
114	Emergency Food & Shelter		X				
147	Commodity Supplemental Food Program		X				
215	Food Bank Capacity Project		X				
216-000	Food Bank Tax Check-Off		X				
216-087	State Emergency Food Assistance		X				
413	Resnick Foundation		X				
485	Southern California Gas Company (Solar)		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2019/20

		PROGRAM SERVICES				SUPPORT SERVICES	
Abila Fund #	Fund Name	Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
	<u>Small Business Development</u>						
456	Bank of the West				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
454	Dignity Health East Kern Health Link				X		
	<u>Youth Services</u>						
120	Information & Education				X		
242	Youth Authority				X		
246	Realignment for Success				X		
335	Gang Prevention				X		
444	Starbucks Foundation				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
	<u>2-1-1</u>						
160	HUD Coordinated Entry System				X		
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		
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		

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
FISCAL YEAR 2019/20

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
02/28/19	n/a				
03/29/19	235,000	235,000	3		
04/30/19	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 11, 2019 for $2 million and will terminate on January 15, 2020.
Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.
Note 3: Line of credit was not required for the month of April 2019.

<u>LINE OF CREDIT COMMITMENT FEE</u> (Based on the daily unused amount of the line of credit calculated quarterly)

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/18 - 3/30/19	90 days	1,243.75	0.25%

Note 3: The interest expense and commitment fee are automatically deducted from CAPK's operating bank account at Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF APRIL 30, 2019	
PROGRAM (FUND)	**CASH BALANCE**
CHILD AND ADULT CARE FOOD PROGRAM	(290,562.44)
HEAD START/EARLY HEAD START	401,302.11
SUBTOTAL	**110,739.67**
CHILD DEVELOPMENT RESERVE No. 2	(142.26)
GENERAL CHILD CARE	625,550.78
MIGRANT A/P	(109,235.54)
MIGRANT CHILD CARE	(4,592.37)
MIGRANT SPECIALIZED SERVICES	25,082.21
STATE PRESCHOOL	(113,411.87)
SUBTOTAL	**423,250.95**
BAKERSFIELD CALIFORNIAN FOUNDATION	53.32
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(105,269.08)
EF&S	(9,323.00)
EFAP	(69,466.40)
FOOD BANK	242,114.98
FOOD BANK CAPACITY PROGRAM	(3.37)
FOOD BANK - STATE	(5,658.63)
SOCAL GAS	8,350.00
WONDERFUL FOUNDATION	37,890.91
SUBTOTAL	**98,688.73**
ENERGY	(142,686.59)
DOE WAP	(91,797.14)
LIHEAP	(273,070.87)
LIWP SOLAR PV	(171.80)
LIWP SINGLE FAMILY	(3,730.45)
WATER TANK	0.00
TRANSFER NEGATIVE BALANCE	511,456.85
SUBTOTAL	**0.00**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	**2,000.00**
211	11,458.39
211 HOSPITAL PREPAREDNESS	0.00
BANK OF THE WEST	27,336.99
CAL FRESH	(15,661.22)
CALEITC	(47,506.77)
COST POOLS	37,319.45
COUNTY OF KERN - 2-1-1	(10.17)
CSBG	285,277.86
DIFFERENTIAL RESPONSE	(46,493.40)
DIGNITY HEALTH	8,922.93
DISCRETIONARY FUND	213,109.30
ECONOMIC EMPOWERMENT	(18,832.26)
FIRST 5 KERN 211	(38,045.49)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(15,658.54)
FIRST 5 HELP ME GROW	(30,677.43)
FRIENDSHIP HOUSE	(74,911.24)
FUNDRAISING	335,973.83
GANG PREVENTION	(3,324.35)
GENERAL FUND	84,062.46
HOME VISIT INITIATIVE (CO OF KERN)	108,995.00
INDIRECT FUND	1,657,133.64
IRS - VITA	(8,764.77)
INFORMATION & EDUCATION	(67,415.17)
REALIGNMENT FOR SUCCESS	(3,025.21)
SHAFTER YOUTH CENTER	(20,894.19)
STARBUCKS FOUNDATION	4,792.81
UNITED WAY 211	3,397.93
WELLS FARGO FOUNDATION	1,831.15
WIC	(997,989.78)
LESS: ENERGY NEGATIVE BALANCE	(511,456.85)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	**878,944.90**
TOTAL OPERATING CASH	1,513,624.25

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.

2. Head Start Accrued Vacation: This is an interest bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.

3. CSD Advances Account: This is an interest bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.

4. On-Line Donations Account: This is an interest bearing restricted bank account that is designated for internet donations to CAPK. The deposits are subsequently transferred to the Operating Account.

5. Child Development Reserve #1: This is an interest bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Child Care (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

6. Child Development Reserve #2: This is an interest bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

Note: All CAPK bank accounts are with Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR THE MONTH ENDED
April 30, 2019

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT 04/30/19		2,050,370.23
LESS: OUTSTANDING CHECKS	536,748.57	
ADJUSTED BANK BALANCE AT 04/30/19		1,513,621.66
GENERAL LEDGER BALANCE AT 03/31/19		446,418.33
ADD: DEPOSITS	1,898,055.31	
ACH DEPOSITS	2,154.07	
ADP EFT DEPOSIT	-	
US TREAS DRAWDOWNS	3,119,592.82	
WIRE TRASNFERS	-	
TRSFR LINE OF CREDIT	-	
Online Deposit	160.00	
FUNDS FROM OTHER GRANTS	627,656.43	
TRANSFER FROM LIHEAP	1,000,000.00	
STALE DATED CHECKS	6,874.08	
DRAW DIFFERENCE BETWEEN AMOUNT THAT HIT THE BANK AND THE G/L	3.00	
DEPOSIT DIFFERENCE BETWEEN AMOUNT THAT HIT BANK AND THE G/L	0.70	
LESS: CHECKS ISSUED (CURRENT MONTH)	2,560,185.71	
ADP PAYROLL 4/12/19	1,245,989.67	
ADP PAYROLL 4/26/19	1,257,600.45	
EFTS FOR HRA/HSA/ STD/403B	254,918.13	
TO REIMBURSE INTERFUNDS FOR S/C CHGS	-	
REC LOAN PRINCIPAL/INT EXPENSES	33,101.09	
Transfer to Restricted EHS/HS	-	
REPAY LINE OF CREDIT	235,000.00	
CLIENT ANALYSIS SERVICE CHARGE	497.73	
Beginning balance difference	-	
Unreconciled Difference	0.30	
GENERAL LEDGER BALANCE AT 04/30/19		1,513,621.66
	DIFFERENCE:	-

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 05/09/2019

APPROVED BY: [signature] TITLE: Chief Financial Officer DATE: 05/09/2019

D3

2019 GEN RECS/04.30

COMMUNITY ACTION PARTNERSHIP OF KERN
HEADSTART ACCRUED VACATION*
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2019

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:		**04/30/19**		**620,696.29**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE:		**04/30/19**		**620,696.29**

BALANCE PER G/L		**03/31/19**		**620,572.34**
ADD:	DEPOSITS		0.00	
	INTEREST		123.95	
	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		**04/30/19**		**620,696.29**
			DIFFERENCE:	0.00

* *This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".*

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 05/09/19

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: 05/09/19

D4

COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT**

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2019

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:		**04/30/19**		**216,825.30**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE:		**04/30/19**		**216,825.30**
BALANCE PER G/L		**03/31/19**		**515,013.58**
ADD:	DEPOSITS		1,216,637.00	
	INTEREST		47.72	
	BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS:	CHECKS		0.00	
	CLIENT ANALYSIS SERVICE CHARGE		0.00	
	WIRE TRANSFER		1,514,873.00	
	BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L		**04/30/19**		**216,825.30**

DIFFERENCE: 0.00

** December 2009 name changed from Food Bank to DOE ARRA.*
*** January 2018 name changed from DOE ARRA to CSD Advances.*

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 05/09/19

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: 05/09/19

D5

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

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2019

WELLS FARGO BANK, N.A.
P. O. BOX 6302(
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:		**04/30/19**		**3,842.57**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE		**04/30/19**		**3,842.57**
BALANCE PER GENERAL LEDGER		**03/31/19**		**3,670.48**
ADD:	DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
	ONLINE DONATIONS		283.00	
	PAYPAL DEPOSIT		0.00	
	INTEREST		0.55	
LESS:	APPLIED MERCHANT DEBITS		99.01	
	CLIENT ANALYSIS SERVICE CHARGE		0.00	
	BANKCARD FEES		12.45	
	CASH CONCENTRATION FEE		0.00	
	FUND TRANSFER TO GENERAL FUND		0.00	
			0.00	
BALANCE PER GENERAL LEDGER:		**04/30/19**		**3,842.57**

Difference: **0.00**

** October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.*
*** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.*
**** January 2018 name changed from HOPE Program Account to On-line Donations Account.*

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 05/16/19

APPROVED BY: [signature] TITLE: Chief Financial Officer DATE: 05/16/19

D6

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

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2019

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:		**04/30/19**		**324.40**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE:		**04/30/19**		**324.40**
BALANCE PER G/L		**03/31/19**		**324.35**
ADD:	DEPOSITS		0.00	
	INTEREST		0.05	
	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		**04/30/19**		**324.40**
			DIFFERENCE:	0.00

PREPARED BY: Veronica Ipatzi Accountant DATE: 05/09/19

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: 05/09/19

COMMUNITY ACTION PARTNERSHIP OF KERN
BANK OF AMERICA MASTERCARD SUMMARY
STATEMENTS DATED MARCH 22, 2019 - APRIL 21, 2019

Cardholder	Position	Amount Charged
Gloria Barbero	Administrator - EHS San Joaquin	$ 3,051.76
Yolanda Gonzales	Director of Head Start/State Child Development Programs	6,925.10
Emily Gonzalez Demont	Assistant Director - Grants Management	1,772.64
Ralph Martinez	Director of Community Development	1,206.61
Raymond Quan	Director of Human Resources	4,387.02
Pritika Ram	Director of Administration	2,735.94
Carmen Segovia	Director of Health & Nutrition Services	3,668.64
Jeremy Tobias	Chief Executive Officer	2,752.98
Emilio Wagner	Director of Operations	5,246.34
	Total	$ 31,747.03

Bank of America

GLORIA BARBERO

Platinum Plus® for Business | March 22, 2019 - April 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$3,051.76
Minimum Payment Due	**$30.52**
Payment Due Date	**05/16/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$0.00
Payments and Other Credits	-$40.00
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$3,091.76
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$3,051.76
Credit Limit	$5,000
Credit Available	$1,948.24
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/19	04/18	HYATT REGENCY SACRAMEN SACRAMENTO CA Arr: 04/18/19 Dep: 04/18/19 Inv: 0000074298	55310209108722000742987	- 40.00
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$40.00**
		Purchases and Other Charges		
04/15	04/12	READYREFRESH BY NESTLE 800-274-5282 CA	55432869102200398510068	1,214.16
04/19	04/17	HYATT REGENCY SACRAMEN 8885884384 CA Arr: 04/15/19 Dep: 04/17/19 Inv: 29239588	55310209108722744551330	489.40

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total	$3,051.76
Minimum Payment Due	**$30.52**
Payment Due Date	**05/16/19**

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Enter payment amount

$

For change of address/phone number, see reverse side.

GLORIA BARBERO
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
04/19	04/17	HYATT REGENCY SACRAMEN 8885884384 CA Arr: 04/15/19 Dep: 04/17/19 Inv: 29179662	55310209108722747299465	449.40
04/19	04/17	HYATT REGENCY SACRAMEN 8885884384 CA Arr: 04/15/19 Dep: 04/17/19 Inv: 29179667	55310209108722747296784	449.40
04/19	04/17	HYATT REGENCY SACRAMEN 8885884384 CA Arr: 04/15/19 Dep: 04/17/19 Inv: 29179481	55310209108722744562329	489.40
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$3,091.76**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	**Balance Subject to Interest Rate**	**Finance Charges by Transaction Type**
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

YOLANDA GONZALES

Platinum Plus® for Business | March 22, 2019 - April 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$6,925.10
Minimum Payment Due	**$69.25**
Payment Due Date	**05/16/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$1,377.26
Payments and Other Credits	-$1,377.26
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$6,925.10
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$6,925.10
Credit Limit	$10,000
Credit Available	$3,074.90
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005750005528179001	- 1,377.26
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$1,377.26**
		Purchases and Other Charges		
03/22	03/20	UNITED 01673418974382 800-932-2732 TX MALDONADO/LORENZOJR 01673418974382	55432869080200536273013	635.60

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total	$6,925.10
Minimum Payment Due	**$69.25**
Payment Due Date	**05/16/19**

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Enter payment amount

$

For change of address/phone number, see reverse side.

YOLANDA GONZALES
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Departure Date: 04/22/19 Airport Code: BFL UA Q SFO Departure Date: 04/22/19 Airport Code: SFO UA Q ORD Departure Date: 04/26/19 Airport Code: ORD UA S DEN Departure Date: 04/26/19 Airport Code: DEN AU S BFL		
03/22	03/20	UNITED 01673418974393 800-932-2732 TX RODRIGUEZJUAREZ/ALAN 01673418974393 Departure Date: 04/22/19 Airport Code: BFL UA Q SFO Departure Date: 04/22/19 Airport Code: SFO UA Q ORD Departure Date: 04/26/19 Airport Code: ORD UA S DEN Departure Date: 04/26/19 Airport Code: DEN AU S BFL	55432869080200536273021	635.60
04/01	03/29	MARRIOTT RIVERSIDE RIVERSIDE CA Arr: 03/27/19 Dep: 03/29/19 Inv: 052146	55432869088200343913431	236.69
04/01	03/29	MARRIOTT RIVERSIDE RIVERSIDE CA Arr: 03/27/19 Dep: 03/29/19 Inv: 053483	55432869088200343913530	236.69
04/01	03/29	MARRIOTT RIVERSIDE RIVERSIDE CA Arr: 03/27/19 Dep: 03/29/19 Inv: 053484	55432869088200343913548	236.69
04/01	03/30	INN AT THE PIER PISMO BEACH CA	25247809089002742256633	3.00
04/02	04/01	US COACHWAYS 8003595991 NY	55547509092034539745846	2,826.51
04/02	04/01	US COACHWAYS 8003595991 NY	55547509092034539756173	2,114.32
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$6,925.10**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	**Balance Subject to Interest Rate**	**Finance Charges by Transaction Type**
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

Platinum Plus® for Business

EMILY GONZALEZ DEMONT

March 22, 2019 - April 21, 2019

Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
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Customer Service:
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TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total $1,772.64

Minimum Payment Due $17.73

Payment Due Date 05/16/19

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$746.02
Payments and Other Credits	-$746.02
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$1,772.64
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$1,772.64
Credit Limit	$10,000
Credit Available	$8,227.36
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005750005518693227	- 746.02
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$746.02**
		Purchases and Other Charges		
03/27	03/25	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/28/19 Inv: 31750	25247809085002368233712	196.96
03/27	03/25	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/28/19 Inv: 31755	25247809085002368233811	196.96

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total $1,772.64

Minimum Payment Due $17.73

Payment Due Date 05/16/19

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E6

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
03/27	03/25	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/28/19 Inv: 31753	25247809085002368233829	196.96
03/27	03/25	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/28/19 Inv: 32104	25247809085002368233902	196.96
04/01	03/29	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/29/19 Inv: 31754	25247809089002742256302	196.96
04/01	03/29	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/29/19 Inv: 31752	25247809089002742256377	196.96
04/01	03/29	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/29/19 Inv: 31756	25247809089002742256419	196.96
04/01	03/29	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/29/19 Inv: 31746	25247809089002742256450	196.96
04/01	03/29	INN AT THE PIER PISMO BEACH CA Arr: 03/28/19 Dep: 03/29/19 Inv: 31751	25247809089002742256617	196.96
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$1,772.64**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

RALPH MARTINEZ

Platinum Plus® for Business | March 22, 2019 - April 21, 2019 | Cardholder Statement

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1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$1,206.61
Minimum Payment Due	**$12.07**
Payment Due Date	**05/16/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$4,359.20
Payments and Other Credits	-$4,359.20
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$1,206.61
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$1,206.61
Credit Limit	$10,000
Credit Available	$8,793.39
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005760037528251538	- 4,359.20
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$4,359.20**
		Purchases and Other Charges		
03/27	03/26	FOOD-EX BAKERSFIELD CA	25247809085002394137937	264.25
03/27	03/26	SMK*SURVEYMONKEY.COM 971-2445555 CA	75418239085070447935597	300.00
04/15	04/11	CASA MUNOZ BAKERSFIELD CA	85186879102702117666612	108.39
04/15	04/14	EZCATERTOGOS SANDWICH 8004881803 MA	55429509104713828203471	387.71

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total	$1,206.61
Minimum Payment Due	**$12.07**
Payment Due Date	**05/16/19**

Enter payment amount

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E8

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
04/17	04/15	MGM GRAND - ADV DEP 8552755733 NV Arr: 07/29/19 Dep: 08/02/19 Inv: 1779468621	55310209106796019070855	146.26
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$1,206.61**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	**Balance Subject to Interest Rate**	**Finance Charges by Transaction Type**
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

RAYMOND T QUAN

Platinum Plus® for Business — March 22, 2019 - April 21, 2019 — Cardholder Statement

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1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total $4,387.02
Minimum Payment Due $43.87
Payment Due Date 05/16/19

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$481.45
Payments and Other Credits	-$481.45
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$4,387.02
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$4,387.02
Credit Limit	$10,000
Credit Available	$5,612.98
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005760029518504299	- 481.45
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$481.45**
		Purchases and Other Charges		
04/03	04/02	INDEED 203-564-2400 CT	55432869092200277375387	210.72
04/18	04/17	SHERATON SACRAMENTO CA Arr: 04/16/19 Dep: 04/17/19 Inv: 2186134	55436879107261073904489	671.05
04/18	04/17	SHERATON SACRAMENTO CA	55436879107261073904497	671.05

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total $4,387.02
Minimum Payment Due $43.87
Payment Due Date 05/16/19

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Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Arr: 04/16/19 Dep: 04/17/19 Inv: 2186148		
04/18	04/17	SHERATON SACRAMENTO CA	55436879107261073904950	75.00
		Arr: 04/16/19 Dep: 04/17/19 Inv: 2186134		
04/18	04/17	SHERATON SACRAMENTO CA	55436879107261073904968	671.05
		Arr: 04/16/19 Dep: 04/17/19 Inv: 2186129		
04/18	04/17	SHERATON SACRAMENTO CA	55436879107261073904976	75.00
		Arr: 04/16/19 Dep: 04/17/19 Inv: 2186129		
04/18	04/17	SHERATON SACRAMENTO CA	55436879107261073905395	671.05
		Arr: 04/16/19 Dep: 04/17/19 Inv: 2186131		
04/18	04/17	SHERATON SACRAMENTO CA	55436879107261073905403	671.05
		Arr: 04/16/19 Dep: 04/17/19 Inv: 2186132		
04/18	04/17	SHERATON SACRAMENTO CA	55436879107261073905445	671.05
		Arr: 04/16/19 Dep: 04/17/19 Inv: 2187173		
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$4,387.02**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	**Balance Subject to Interest Rate**	**Finance Charges by Transaction Type**
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

PRITIKA RAM

Platinum Plus® for Business | March 22, 2019 - April 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

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EL PASO, TX 79998-2238

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1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$2,735.94
Minimum Payment Due	**$27.36**
Payment Due Date	**05/16/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$4,963.89
Payments and Other Credits	-$4,963.89
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$2,735.94
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$2,735.94
Credit Limit	$10,000
Credit Available	$7,264.06
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005760029528336898	- 4,963.89
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$4,963.89**
		Purchases and Other Charges		
03/28	03/26	VONS #2033 BAKERSFIELD CA	55310209086975017600160	25.00
04/03	04/02	EB COMMUNITY BUILDING 8014137200 CA	55429509092713073854634	160.00
04/03	04/02	EB 2019 CAPLAW NATION 8014137200 CA	55429509092713073187720	1,070.00
04/05	04/03	NATIONAL COMMUNITY ACT WASHINGTON DC	85140519094900012898986	150.00

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total	$2,735.94
Minimum Payment Due	**$27.36**
Payment Due Date	**05/16/19**

Enter payment amount

$

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Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
04/05	04/03	AMERICAN 00123466210582 8004337300 TX WEBSTER/TRACY 00123466210582 Departure Date: 06/18/19 Airport Code: BFL AA B PHX Departure Date: 06/18/19 Airport Code: PHX AA B CLT Departure Date: 06/22/19 Airport Code: CLT AA B PHX Departure Date: 06/22/19 Airport Code: PHX AA B BFL	55310209094978000547612	557.10
04/08	04/06	WESTIN CHARLOTTE CHARLOTTE NC Arr: 04/06/19 Dep: 04/06/19 Inv: 2200400	55436879096270960462652	224.74
04/11	04/09	AMERICAN 00123477020660 8004337300 TX RAM/PRITIKA 00123477020660 Departure Date: 06/18/19 Airport Code: BFL AA B PHX Departure Date: 06/18/19 Airport Code: PHX AA B CLT Departure Date: 06/21/19 Airport Code: CLT AA B PHX Departure Date: 06/21/19 Airport Code: PHX AA B BFL	55310209100978000465346	549.10
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$2,735.94**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

CARMEN SEGOVIA

Platinum Plus® for Business | March 22, 2019 - April 21, 2019 | Cardholder Statement

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Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$3,668.64
Minimum Payment Due	**$36.69**
Payment Due Date	**05/16/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$13,311.25
Payments and Other Credits	-$13,311.25
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$3,667.53
Fees Charged	**$1.11**
Finance Charge	**$0.00**
New Balance Total	$3,668.64
Credit Limit	$20,000
Credit Available	$16,331.36
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005750017536159032	- 13,311.25
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$13,311.25**
		Purchases and Other Charges		
03/26	03/25	SP * PARTS MOITO BURNABY BC	82300099084000000464145	36.98
03/27	03/26	WPY*NATIONAL CSFP ASS 855-4693729 CA	75418239085070447690598	385.00
03/27	03/26	CAFB CONF 2019 CAFBCON 15105903110 CA	55429509085637152278416	190.00
03/27	03/26	CAFB CONF 2019 CAFBCON 15105903110 CA	55429509085637151945379	190.00

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total	$3,668.64
Minimum Payment Due	**$36.69**
Payment Due Date	**05/16/19**

Enter payment amount

$

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E14

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
04/05	04/05	TARGET.COM * 800-591-3869 MN	5531020909508304904367O	183.97
04/09	04/07	NTLREST SERVSAFE CHICAGO IL	25247809098000722018311	15.00
04/10	04/08	OFFICE DEPOT #952 BAKERSFIELD CA	02305379099100076056288	303.10
04/10	04/09	LASSENS NATURAL FOODS- BAKERSFIELD CA	55500369100837000197188	83.81
04/11	04/10	PRICELINE*FAIRFIELD I 800-774-2354 CT	55432869100200018060454	1,017.90
04/11	04/10	WALMART.COM 8009666546 AR	55500369100083714267302	126.28
04/11	04/11	WALMART.COM 8009666546 AR	55500369101083707249076	43.57
04/12	04/11	WALMART.COM 8009666546 AR	55500369101083716186343	145.75
04/12	04/11	WPY*NATIONAL CSFP ASS 855-4693729 CA	75418239101071322422297	385.00
04/15	04/12	AMZN Mktp US*MZ7GV1FY0 Amzn.com/billWA	55432869102200433391995	69.18
04/15	04/14	AMZN MKTP US*MZ7EG8N81 AMZN.COM/BILLWA	55310209104083705272596	64.88
04/15	04/15	AMZN MKTP US*MZ53K8F42 AMZN.COM/BILLWA	55310209105083314575354	213.81
04/18	04/17	HOTELS.COM157945324700 HOTELS.COM WA	55432869107200636111005	213.30
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$3,667.53**
		Fees Charged		
03/26	03/26	INTERNATIONAL TRANSACTION FEE	82300099084000000464145	1.11
		TOTAL FEES FOR THIS PERIOD		**$1.11**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	**Balance Subject to Interest Rate**	**Finance Charges by Transaction Type**
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

JEREMY T TOBIAS

Platinum Plus® for Business | March 22, 2019 - April 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$2,752.98
Minimum Payment Due	**$27.53**
Payment Due Date	**05/16/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$2,034.39
Payments and Other Credits	-$2,034.39
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$2,752.98
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$2,752.98
Credit Limit	$10,000
Credit Available	$7,247.02
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005760029518553999	- 2,034.39
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$2,034.39**
		Purchases and Other Charges		
03/22	03/21	SQUARE *SQ *UVC Washington DC	55432869080200532268132	22.67
03/25	03/21	AMERICAN 0010284997957 WASHINGTON NADC TOBIAS/JEREMY 0010284997957	55417349081870812645208	30.00

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total	$2,752.98
Minimum Payment Due	**$27.53**
Payment Due Date	**05/16/19**

Enter payment amount

$

For change of address/phone number, see reverse side.

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

JEREMY T TOBIAS
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Departure Date: 03/21/19 Airport Code: EBC		
		AA Y FEE		
03/25	03/21	LIAISON CAPITOL HILL H WASHINGTON DC	55310209081722316626719	807.81
		Arr: 03/18/19 Dep: 03/21/19 Inv: 6009		
03/29	03/27	FOOD-EX BAKERSFIELD CA	25247809087002581220684	323.45
04/08	04/05	HOTEL INDIGO EL PASO TX	55310209096708385116248	461.79
		Arr: 04/02/19 Dep: 04/05/19 Inv: 2221511		
04/08	04/05	HOTEL INDIGO EL PASO TX	55310209096708385098420	461.79
		Arr: 04/02/19 Dep: 04/05/19 Inv: 2221520		
04/08	04/05	HOTEL INDIGO EL PASO TX	55310209096708385236277	461.79
		Arr: 04/02/19 Dep: 04/05/19 Inv: 2221512		
04/12	04/10	CAESARS PLACE ADV RSVN 8662094732 NV	55310209102006160686481	183.68
		Arr: 04/09/19 Dep: 04/10/19 Inv: 0008954807		
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$2,752.98**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	**Balance Subject to Interest Rate**	**Finance Charges by Transaction Type**
PURCHASES	13.99%	$0.00	$0.00
CASH	21.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

EMILIO WAGNER

Platinum Plus® for Business | March 22, 2019 - April 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

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1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$5,246.34
Minimum Payment Due	**$52.46**
Payment Due Date	**05/16/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$4,975.87
Payments and Other Credits	-$4,975.87
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$5,246.34
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$5,246.34
Credit Limit	$10,000
Credit Available	$4,753.66
Statement Closing Date	04/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
04/17	04/17	CA Banking Center payment	10706005760037518447575	- 4,975.87
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$4,975.87**
		Purchases and Other Charges		
03/22	03/20	CAESARS PLACE ADV RSVN 8662094732 NV Arr: 03/19/19 Dep: 03/20/19 Inv: 0008864064	55310209081006158071535	183.68
03/22	03/20	CAESARS PLACE ADV RSVN 8662094732 NV Arr: 03/19/19 Dep: 03/20/19 Inv: 0008864077	55310209081006158071691	183.68

Account Number:
March 22, 2019 - April 21, 2019

New Balance Total	$5,246.34
Minimum Payment Due	**$52.46**
Payment Due Date	**05/16/19**

Enter payment amount

$

For change of address/phone number, see reverse side.

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EMILIO WAGNER
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

E18

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
04/04	04/03	FS *ARCHENERGY 877-3278914 CA	75418239093070906365344	500.00
04/04	04/04	BRIGHT HOUSE NETWORKS 317-972-9700 FL	55432869094200603653711	696.09
04/10	04/08	AMERICAN 00123474905746 8004337300 TX WAGNER/EMILIO 00123474905746 Departure Date: 05/20/19 Airport Code: BFL AA S PHX Departure Date: 05/20/19 Airport Code: PHX AA L ORD Departure Date: 05/22/19 Airport Code: ORD AA Q PHX Departure Date: 05/22/19 Airport Code: PHX AA Q BFL	55310209099978000466248	702.61
04/12	04/11	NATIONAL ENERGY AND UT 5712268300 VA	55429509101637853812091	500.00
04/12	04/11	NATIONAL ENERGY AND UT 5712268300 VA	55429509101637854306515	500.00
04/12	04/10	CAESARS PLACE ADV RSVN 8662094732 NV Arr: 04/09/19 Dep: 04/10/19 Inv: 0008954992	55310209102006160690350	183.68
04/12	04/12	CALIFORNIA COMMUNITY A 9164431721 CA	75187429102000000321088	72.32
04/15	04/12	OMNI FORT WORTH HOTEL FORT WORTH TX Arr: 04/12/19 Dep: 04/12/19 Inv: 3402208	55436879102161021137056	233.43
04/15	04/12	OMNI FORT WORTH HOTEL FORT WORTH TX Arr: 04/12/19 Dep: 04/12/19 Inv: 3402279	55436879102161021139433	233.43
04/15	04/11	AMERICAN 00123481285340 8004337300 TX PALMER/MARGARET 00123481285340 Departure Date: 06/02/19 Airport Code: BFL AA B DFW Departure Date: 06/05/19 Airport Code: DFW AA B BFL	55310209102978000362236	376.20
04/15	04/11	AMERICAN 00123481285351 8004337300 TX WAGNER/EMILIO 00123481285351 Departure Date: 06/02/19 Airport Code: BFL AA B DFW Departure Date: 06/05/19 Airport Code: DFW AA B BFL	55310209102978000362244	376.20
04/15	04/11	HOMEWOOD STES BY HILTO SACRAMENTO CA Arr: 04/11/19 Dep: 04/11/19 Inv: 272919	55310209102036002729199	295.77
04/15	04/13	ONESTEPGPSCOM 18186592031 CA	55429509103715747224489	209.25
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$5,246.34**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	**Balance Subject to Interest Rate**	**Finance Charges by Transaction Type**
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2019 TO FEBRUARY 29, 2020 (2 OF 12 MONTHS OR 16.67%)

Line Item	2019/20 Budget	3/1/19 - 4/30/19 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,472,134	315,165	21.4%	1,156,969
Head Start Subsidy	709,204	114,947	16.2%	594,257
Total Revenue	2,181,338	430,112	19.7%	1,751,226
Expenditures (Note B)				
Salaries	650,054	106,597	16.4%	543,457
Benefits	214,518	38,536	18.0%	175,982
Vehicle Gasoline, Repair/Maintenance	70,000	9,012	12.9%	60,988
Space Costs	101,200	15,036	14.9%	86,164
Supplies - Office & Food Service	114,900	24,432	21.3%	90,468
Equipment Repair/Maintenance & Lease	6,000	1,798	30.0%	4,202
Communication	13,000	1,846	14.2%	11,154
Risk Insurance	12,700	942	7.4%	11,758
Printing	1,700	54	3.2%	1,646
Hiring & Employee Costs	1,800	25	1.4%	1,775
First Aid	2,600	-	0.0%	2,600
Raw Food/Vended Meals	1,047,490	167,948	16.0%	879,542
Sub Total	2,235,962	366,226	16.4%	1,869,736
Adult Meals Prepared	188,000	34,427	18.3%	153,573
Indirect	133,376	29,459	22.1%	103,917
Total Expenditures	2,557,338	430,112	16.8%	2,127,226

	Prior Period	April 2019	Cum
Total Meals Prepared and Vended (Note C)	99,196	84,057	183,253
Total Meals Claimed	74,456	63,705	138,161
Difference	173,652	20,352	12,596

Percentage Claimed to Prepared/Vended		75.8%	75.4%

Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/18 - 6/30/19 (9 OF 12 MONTHS = 75.0%)

Contract CMAP-7000	July 2018	Aug 2018	Sept 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	June 2019	Total	%	% Earned to MRA
Provider Payments	$ 383,575	$ 503,590	$ 555,543	$ 555,506	$ 543,335	$ 548,867	$ 515,820	$ 530,165	$ 537,485	$ -	$ -	$ -	$ 4,673,886		
Add: Family Fees	7,417	10,702	11,206	8,219	9,327	8,664	8,769	-	-	-	-	-	64,304		
Net Provider Payments	$ 390,992	$ 514,292	$ 566,749	$ 563,725	$ 552,662	$ 557,531	$ 524,589	$ 530,165	$ 537,485	$ -	$ -	$ -	$ 4,738,190	85.66%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**6,977,689**		**67.90%**
Administration & Support Services Revenue															
Provider Payments	$ 390,992	$ 514,292	$ 566,749	$ 563,725	$ 552,662	$ 557,531	$ 524,589	$ 530,165	$ 537,485	$ -	$ -	$ -	$ 4,738,190		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%		
Revenue Earned	$ 82,938	$ 109,092	$ 120,219	$ 119,578	$ 117,231	$ 118,264	$ 111,276	$ 112,459	$ 114,012	$ -	$ -	$ -	$ 1,005,070		
Program Administration/Support Services Costs	31,746	67,328	39,450	52,761	42,710	46,245	81,513	113,760	37,298	-	-	-	512,810	9.27%	
Indirect (10% x MTDC) Costs	42,359	58,583	58,717	61,821	59,846	60,595	60,838	63,744	56,807	-	-	-	523,309	5.07%	
Transfer Indirect to CSBG	-	-	(56,318)	-	-	(186,689)	-	-	-	-	-	-	(243,007)		
Total Operating Costs	$ 74,105	$ 125,911	$ 41,848	$ 114,582	$ 102,556	$ (79,849)	$ 142,351	$ 177,503	$ 94,104	$ -	$ -	$ -	$ 793,112	14.34%	
Revenue Earned Over/(Under) Costs	$ 8,833	$ (16,819)	$ 78,371	$ 4,996	$ 14,675	$ 198,113	$ (31,075)	$ (65,044)	$ 19,908	$ -	$ -	$ -	$ 211,958		
TOTAL COSTS - NET OF FAMILY FEES	$ 465,096	$ 640,203	$ 608,597	$ 678,307	$ 655,218	$ 477,682	$ 666,940	$ 707,668	$ 631,590	$ -	$ -	$ -	$ 5,531,302	100.00%	

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

Provider payments	4,738,190
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	1,005,070

Note 2: The maximum reimburseable amount per the 2017/18 State contract is as follows:

Provider Payments	6,977,689	82.50%
Administration	1,268,671	15.00%
Support Services	211,445	2.50%
Maximum Reimbursable Amount (MRA)	8,457,805	100.00%

Note 3: The MRA for 2018/19 is $1,387,939 greater than 2017/18

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2017/18 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/18 - 6/30/19 (10 OF 12 MONTHS = 83.33%)

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-8049)														
Adjusted Days of Enrollment - Certified	5,122	6,161	4,840	5,773	4,656	4,388	4,442	4,070	5,026	5,325	-	-	49,803	
Reimbursement Rate per Child per Day	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	
Revenue Earned	$ 245,773	$ 295,598	$ 232,230	$ 276,991	$ 223,399	$ 210,551	$ 213,115	$ 195,284	$ 241,126	$ 255,481	$ -	$ -	$ 2,389,548	**81.19%**
Maximum Reimburseable Amount (MRA)													**$2,943,028**	
CALIFORNIA STATE PRESCHOOL (CSPP-8120)														
Adjusted Days of Enrollment - Certified	2,323	3,543	4,545	7,498	7,369	6,446	7,383	7,186	8,426	7,800	-	-	62,520	
Reimbursement Rate per Child per Day	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	
Revenue Earned	$ 112,176	$ 171,069	$ 219,408	$ 361,998	$ 355,791	$ 311,217	$ 356,458	$ 346,963	$ 406,797	$ 376,576	$ -	$ -	$ 3,018,455	**70.98%**
Maximum Reimburseable Amount (MRA)													**$4,252,800**	
MIGRANT CHILD CARE (CMIG-8004)														
Adjusted Days of Enrollment - Certified	292	458	403	572	497	465	519	422	444	538	-	-	4,610	
Reimbursement Rate per Child per Day	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	
Revenue Earned	$ 14,020	$ 21,959	$ 19,352	$ 27,448	$ 23,858	$ 22,291	$ 24,882	$ 20,271	$ 21,308	$ 25,816	$ -	$ -	$ 221,203	**86.96%**
Maximum Reimburseable Amount (MRA)													**$254,377**	

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 reimburseable amount is per the 2017/18 State contracts.

Note 3: CCTR's MRA for 2018/19 is $613,955 greater than 2017/18.
CSPP's MRA for 2018/19 is $1,121,530 greater than 2017/18.
CMIG's MRA for 2018/19 is $17,878 greater than 2017/18.

Division/CFO: Tracy Webster, CFO				**Month/Year:** April 2019
Program/Work Unit: Not Applicable				**Controller:** Lorraine Casillas
Services: Overall financial and accounting functions of the organization				
Activities	**April 2019**		**Year to Date (4/1/19 -4/30/19)**	
Description	**Number**	**Amount**	**Number**	**Amount**
Bank Deposits	10	3,147,169	17	4,906,151
Wire Deposits	2	112,783	7	411,947
Head Start/IRS Drawdowns	7	3,119,599	11	5,825,719
Vendor Checks Issued	973	2,560,186	1,833	5,219,743
Payroll Disbursed		2,509,466		5,138,181
Grant Reports Prepared in April 2019	20		35	
Cal EITC				
Cal Fresh Outreach				
CCTR General Child Care				
CMAP Migrant Alternative Payment				
CMIG Migrant Specialized Services				
CMSS Migrant Specialized Services				
Differential Response				
DOE				
Economic Empowerment				
EHS Partnership Semi-annual FFR				
EHS San Joaquin Annual FFR				
EHS San Joaquin Final FFR				
Gang Prevention				
Head Start Kern Annual FFR				
Information and Education				
LIHEAP 2018 Close-out				
LIHEAP 2019				
Realignment for Success				
United Way CES				
WIC				

Other: **Total Division Staffing**: 16 positions

CFO	Controller
Accounting Manager	Finance Manager
Payroll Manager	Payroll Technicians (2)
Accountant (3)	Accounting Specialist
Accounting Technician (4)	Accounting Clerk

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)

AS OF FEBRUARY 28, 2019

ASSETS	
Cash in Bank	1,733,097
Cash - Vacation Reserve	476,062
Petty Cash	500
Accounts Receivable	2,478,625
Travel Advance	2,095
Prepaid Expense	272,169
Inventory	1,236,969
Net Fixed Assets - Unrestricted	2,167,561
Net Fixed Assets - Restricted	9,157,072
Total Assets	17,524,152
LIABILITES AND NET ASSETS	
Accounts Payable	2,162,546
Accrued Expenses	425,097
Accrued Vacation	1,002,447
Line of Credit	-
Note Payable	2,428,743
Advance Payable	1,689
Deferred Revenue	(639,794)
Total Liabilites	5,380,727
Total Net Assets	12,143,424
Total Liabilities and Net Assets	17,524,152

STATEMENT OF OPERATIONS (UNAUDITED)

FOR THE PERIOD MARCH 1, 2018 TO FEBRUARY 28, 2019

REVENUE	
Grant Revenue	58,492,563
Donations	147,605
Other Revenue	5,638,058
In-Kind	10,148,849
Total Revenue	74,427,075
EXPENDITURES	
Salaries	29,353,369
Benefits	8,428,954
Travel	621,826
Space Costs	5,593,529
Supplies	2,158,098
Consultant/Contract Services	2,411,297
Other Costs	2,443,642
Program Costs	8,008,272
Capital Expenditures	40,125
Indirect	5,072,198
In-Kind	10,148,849
Total Expenditures	74,280,159
Net Change in Assets	146,916
Net Assets, beginning	11,996,508
Net Assets, ending	12,143,424

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF APRIL 30, 2019

ASSETS	
Cash in Bank	1,734,482
Cash - Vacation Reserve	620,696
Petty Cash	500
Accounts Receivable	21,383,000
Travel Advance	6,120
Prepaid Expense	538,017
Inventory	1,237,560
Net Fixed Assets - Unrestricted	2,118,186
Net Fixed Assets - Restricted	9,157,072
Total Assets	36,795,632
LIABILITES AND NET ASSETS	
Accounts Payable	1,054,934
Accrued Expenses	19,254
Accrued Vacation	608,244
Line of Credit	-
Note Payable	2,379,368
Advance Payable	3,042
Deferred Revenue	20,571,222
Total Liabilites	24,636,063
Total Net Assets	12,159,569
Total Liabilities and Net Assets	36,795,632

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2019 TO APRIL 30, 2019

REVENUE	
Grant Revenue	8,454,421
Donations	42,897
Other Revenue	828,703
In-Kind	2,008,097
Total Revenue	11,334,119
EXPENDITURES	
Salaries	4,326,556
Benefits	1,436,078
Travel	109,402
Space Costs	615,072
Supplies	339,216
Consultant/Contract Services	394,159
Other Costs	365,961
Program Costs	956,873
Capital Expenditures	-
Indirect	766,560
In-Kind	2,008,097
Total Expenditures	11,317,974
Net Change in Assets	16,144
Net Assets, beginning	12,143,424
Net Assets, ending	12,159,569

Date Prepared: 5/17/2019

Prepared by:
Tracy Webster, CFO

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-18 TO 4-30-19 (16.67%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	28,962,816	4,095,179	24,867,637	14%
BENEFITS	9,271,446	1,341,846	7,929,600	14%
TRAVEL	623,443	97,106	526,337	16%
SPACE COST	3,898,195	579,208	3,318,987	15%
SUPPLIES	1,771,879	272,212	1,499,667	15%
EQUIPMENT	1,000	-	1,000	0%
CONSULTANT/CONTRACT SERVICES	2,218,012	294,311	1,923,701	13%
OTHER COSTS	2,495,921	321,029	2,174,892	13%
PROGRAM COSTS	9,489,435	956,249	8,533,186	10%
INDIRECT	5,087,726	771,705	4,316,021	15%
TOTAL	63,819,873	8,728,845	55,091,028	14%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-18 TO 4-30-19 (16.67%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	22,355,036	3,346,097	19,008,939	15%
BENEFITS	7,420,581	1,079,948	6,340,633	15%
TRAVEL	350,762	61,162	289,600	17%
SPACE COST	2,858,982	416,073	2,442,909	15%
SUPPLIES	1,410,827	205,728	1,205,099	15%
EQUIPMENT	-	-	-	Not budgeted
CONSULTANT/CONTRACT SERVICES	671,488	94,870	576,618	14%
OTHER COSTS	1,318,918	174,387	1,144,531	13%
PROGRAM COSTS	7,096,232	568,062	6,528,170	8%
INDIRECT	3,489,828	581,388	2,908,440	17%
TOTAL	46,972,654	6,527,713	40,444,941	14%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-18 TO 4-30-19 (16.67%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,523,579	407,561	3,116,018	12%
BENEFITS	1,030,935	141,910	889,025	14%
TRAVEL	109,950	24,579	85,371	22%
SPACE COST	565,434	95,944	469,490	17%
SUPPLIES	204,574	37,376	167,198	18%
EQUIPMENT	-	-	-	Not budgeted
CONSULTANT/CONTRACT SERVICES	8,985	590	8,395	7%
OTHER COSTS	266,558	60,121	206,437	23%
PROGRAM COSTS	1,685,551	316,785	1,368,766	19%
INDIRECT	604,331	100,057	504,274	17%
TOTAL	7,999,897	1,184,923	6,814,974	15%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-18 TO 4-30-19 (16.67%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,592,186	193,944	1,398,242	12%
BENEFITS	416,928	56,451	360,477	14%
TRAVEL	106,561	7,790	98,771	7%
SPACE COST	252,069	26,294	225,775	10%
SUPPLIES	82,222	18,347	63,875	22%
EQUIPMENT	-	-	-	Not budgeted
CONSULTANT/CONTRACT SERVICES	1,446,739	197,855	1,248,884	14%
OTHER COSTS	730,217	69,320	660,897	9%
PROGRAM COSTS	683,802	69,172	614,630	10%
INDIRECT	435,584	62,245	373,339	14%
TOTAL	5,746,308	701,419	5,044,889	12%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-18 TO 4-30-19 (16.67%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	807,941	80,436	727,505	10%
BENEFITS	221,237	27,733	193,504	13%
TRAVEL	39,380	3,436	35,944	9%
SPACE COST	94,385	39,344	55,041	42%
SUPPLIES	55,481	9,858	45,623	18%
EQUIPMENT	1,000	-	1,000	0%
CONSULTANT/CONTRACT SERVICES	88,550	965	87,585	1%
OTHER COSTS	95,417	12,440	82,977	13%
PROGRAM COSTS	17,350	1,631	15,719	9%
INDIRECT	101,673	17,033	84,640	17%
TOTAL	1,522,414	192,876	1,329,538	13%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-18 TO 4-30-19 (16.67%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	680,074	67,141	612,933	10%
BENEFITS	180,940	35,804	145,136	20%
TRAVEL	16,790	139	16,651	1%
SPACE COST	123,125	1,554	121,571	1%
SUPPLIES	16,575	554	16,021	3%
EQUIPMENT	-	-	-	Not budgeted
CONSULTANT/CONTRACT SERVICES	2,250	31	2,219	1%
OTHER COSTS	58,551	3,261	55,290	6%
PROGRAM COSTS	6,500	598	5,902	9%
INDIRECT	452,760	10,813	441,947	2%
TOTAL	1,537,565	119,896	1,417,669	8%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-18 TO 4-30-19 (16.67%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,000	-	4,000	0%
BENEFITS	825	-	825	0%
TRAVEL	0	-	0	0%
SPACE COST	4,200	-	4,200	0%
SUPPLIES	2,200	348	1,852	16%
EQUIPMENT	0	-	0	0%
CONSULTANT/CONTRACT SERVICES	0	-	0	0%
OTHER COSTS	26,260	1,500	24,760	6%
PROGRAM COSTS	0	-	0	0%
INDIRECT	3,550	169	3,381	5%
TOTAL	41,035	2,017	39,019	5%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2018/19
BUDGET TO ACTUAL - 3/1/19 TO 4/30/19 (2 OF 12 MONTHS = 16.67%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 5,413,827**	**$ 771,705**	**14.3%**	**$ 4,642,122**
Expenditures				
Salaries	3,066,150	387,895	12.7%	2,678,255
Benefits @ 24.11% actual	755,091	104,407	13.8%	650,684
Total Personnel Costs	3,821,241	492,302	12.9%	3,328,939
Operating Costs				
Travel	93,650	11,966	12.8%	81,684
Space Costs	186,800	32,154	17.2%	154,646
Supplies	166,500	65,342	39.2%	101,158
Consultant/Contract	659,100	99,848	15.1%	559,252
Other Operating Costs	345,050	42,243	12.2%	302,807
Total Operating Costs	1,451,100	251,553	17.3%	1,199,547
Total Expenditures	**$ 5,272,341**	**$ 743,855**	**14.1%**	**$ 4,528,486**
Excess Indirect Revenue	**$ 141,486**	**$ 27,850**		

RECAP BY SUPPORT DIVISION	Revised Budget	Actual	% Expended	Available Balance
HR	$ 1,034,632	$ 131,592	12.7%	$ 903,040
Operations	1,355,800	193,032	14.2%	1,162,768
Executive	612,204	85,127	13.9%	527,077
Community Development	705,930	99,379	14.1%	606,551
Finance	1,563,775	234,725	15.0%	1,329,050
	$ 5,272,341	$ 743,855	14.1%	$ 4,528,486

Prepared Date: 05/16/2019

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Lisa Price, Program Governance Coordinator

Date: May 29, 2019

Subject: *Agenda Item VIII(a)*: April Policy Council Report – **Action Item**

The Policy Council convened on April 23, 2019 at which time quorum was established

Jerry Meade, Program Design & Management Administrator reviewed with Policy Council members the application for (2019-2020) continued funding of Early Head Start Child Care Partnerships. During his presentation Mr. Meade stated that on March 22, 2019 CAPK received a letter from the Office of Head Start stating that we are eligible for a non-competitive five-year grant award. The application outlines program designs, goals as well as the approach to delivery. It was shared that there are no planned changes from the current delivery of services the program provides. Upon conclusion of the presentation a motion was made, and subsequent unanimous approval obtained to approve the submission of application for continued funding of Early head start Child Care Partnerships for the 2018-2019 budget period.

Additional "new business" presented, voted on and approved by the Council was the nomination and election of new member Destiny Thompson Butler to the Policy Council Budget & Finance subcommittee.

Donna Holland, Fiscal Administrator also presented an array of financial reports to the committee budget. These reports included but were not limited to, budget to actual expenditures across all grants, parent activity funds, parent (local) travel & childcare as well as the non-federal share in-kind reports for both Kern and San Joaquin grants.

The next Policy Council meeting will be held on Tuesday June 25, 2019.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL MEETING MINUTES
April 23, 2019
5005 Business Park North ~ CAPK Main Office

1. **Call to Order** – Chairperson, Amber Dunlap, called the meeting to order at 5:30 p.m.
   a. Moment of Silence, Pledge of Allegiance
   b. Reading of Promise of Community Action
   "Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other."
2. **Roll Call/Set Quorum** – Secretary, Mayra Zambrano Quorum was established.
   Current PC Members Present: Jacqueline Boykin, Amber Dunlap, Enrique Salazar Jr., Diana Reyes, Ana Lester, Lindsay Harrison, Nila Hogan, Andrea Martinez, Mayra Zambrano, Ashley Sabo, Yesenia Aranda, Daisy Valencia, Isabelle Diaz, Michelle Valdez and Destiny Thompson Butler
3. **Approval of Agenda** – Chairperson **(**ACTION)**
   a. A motion to approve the April 23, 2019 meeting agenda was made by Andrea Martinez; Diana Reyes seconded. Motion carried unanimously.
4. **Approval of Minutes** – Chairperson **(**ACTION)**
   A motion to approve the March 26, 2019 Policy Council minutes was made by Mayra Zambrano; Nila Hogan seconded. Motion carried unanimously.
5. **Presentation of Guests/Public Forum**
   The following guests were in attendance: Jerry Meade, Program Design & Management Administrator, Lisa Price, Program Governance Coordinator; Debbie Connolly, EHS Partnership Coordinator; Donna Holland, Fiscal Administrator; Leslie Mitchell, Administrator of Education Support Services; and Leticia Villegas, Program Assistant/Translator.
   a. *(The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the PC will take no action other than referring the item(s) to staff for study and analysis. Speakers are limited to five minutes each. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.)*
6. **Standing Committee Reports** *(five minutes each)*
   School Readiness Committee – Mayra Zambrano, shared that the committee did not meet. The next meeting will be on May 16, 2019.
   Planning Committee – Diana shared the committee met on April 2, 2019. Members were informed that the Application of Continued Funding of Early Head Start Child Care Partnership is due on June 1, 2019 and will need approval for submission from Policy Council and the Board of Directors. Attendance reports were reviewed for February and March 2019. Both reports reflected that HS Kern and two of the Early Head Start Grants were fully enrolled for both months, however the Partnership grant did not meet full enrollment for either month. Data for disabilities and over income was in the normal range for both reporting periods. Average daily attendance remained at 98% for both months. Child Adult Care Food Program report stated that more than 81 thousand meals were prepared by Central Kitchen each month. Next meeting scheduled is for May 7, 2019 in the Executive Conference Room.
   Finance Committee – No report. Subcommittee did not meet, next meeting is scheduled for May 14, 2019
   By-Laws Committee – Jacqueline Boykin reported that they did not meet during April. The committee will meet again on May 14, 2019 at 5:30 for final review and if necessary further changes.
7. **Presentations**
   Head Start Enrollment and Attendance ~Ginger Mendez, Enrollment and Attendance Manager
   Ginger shared a PowerPoint with the members and provided the following information: CAPK serves a total of 2,738 children including pregnant women, infants, toddlers and preschool children. She talked about engagement and become role model for children adding that by serving on Policy Council, members already doing that. She explained that when a new application is received, it is entered in ChildPlus; which is a program that filters applications based on the child and family's need. This point system filters priorities to rank children with the most need to be given the next enrollment opportunity. Children are not considered enrolled until they receive a visit from the Home Base Educator or when the child enters the center-based classroom. Mrs. Mendez, with the assistance of three PC Members, facilitated a group demonstration on the impact that absenteeism has in child outcomes. She finalized her presentation by requesting the assistance of the members to distribute Head Start flyers to their family and friends as well at their church or other sites, so community members can be aware of the program.

8. **New Business** – Chairperson **(**ACTION)**

a. Application for Continued Funding of Early Head Start Child Care Partnerships ~Jerry Meade, Program Design & Management Administrator

Mr. Meade explained an action item to request approval to submit the EHS Child Care Partnership refunding application. On March 22, 2019 CAPK received a letter from the Office of Head Start indicating that EHS Child Care Partnership Grant (09HP0036) was eligible for a non-competitive five-year grant application. During the first five-years, all evaluations and reviews had no deficiencies. This created the eligibility to apply for another five-year cycle, without to having to compete for funding. Application is due on June 1, 2019 which will cover funding from September 1st, 2019 through August 31st, 2020. In this application, we do not have any planned program changes. We will continue to partner with, Bakersfield College, Garden Pathways and the Blanton Child Development Center.

Motion to approve submission of application for continued funding proposed by Ashley Sabo; seconded by Mayra Zambrano. Motion carried unanimously.

b. Election of Destiny Thompson Butler to the Budget & Finance subcommittee. Motion was made to approve Destiny Thompson Butler to the Budget & Finance committee by Diana Reyes; seconded by Jacqueline Boykin. Motion carried unanimously.

c. Head Start and Early Head Start Budget to Actual Reports ~ Donna Holland, Fiscal Administrator – Info Item

The following information was reviewed in detail by Mrs. Holland:

1. Kern Head Start Budget vs. Actual Expenditures, March 1, 2018 through February 28, 2019 (interim year- end)
2. Kern Early Head Start Budget vs. Actual Expenditures, March 1, 2018 through February 28, 2019 (interim year-end)
3. Kern Head Start Budget vs. Actual Expenditures March 1, 2019 through March 31, 2019
4. Kern Early Head Start Budget vs. Actual Expenditures, March 1, 2019 through March 31, 2019
5. San Joaquin Early Head Start Budget vs. Actual Expenditures, February 1, 2019 through March 31, 2019
6. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures, September 1, 2018 through March 31, 2019.
7. Parent Local Travel & Child Care through March 31, 2019
8. Parent Activity Funds through March 31, 2019
9. Kern Head Start and Early Head Start Non-Federal Share and In-Kind Report, March 1, 2018 through March 31, 2019.
10. San Joaquin Early Head Start Non-Federal Share and In-Kind Report, February 1, 2019 through March 31, 2019

The Chairperson called for a motion to receive and file New Business items (c) 1-10. Motion made by Myra Zambrano to receive and file item (c) 1-10.

9. **Communications**

a. Policy Council Planning Committee Meeting Minutes ~ (English/Spanish)
b. Children's Mobile Immunization Program ~ April 2019 (English/Spanish)
c. CAPK Disabilities Parent Resource Fair ~ April 25, 2019 (English/Spanish)
d. Home at Head Start, Dr. Deborah Bergeron Director Office of Head Start ~ Spring 2019
e. Final CAPK Agency School Readiness Meeting Dates ~ 2018-2019
f. Policy Council Meeting Dates ~ 2018-2019

The Chairperson called for a motion to receive and file the Communication items (a)-(e). Motion made by Ashley Sabo to receive and file the communication items.

10. **School Readiness Report** – Leslie Mitchell, Administrator of Education Support Services

Mrs. Mitchell explained how teachers at the centers are getting children ready for kindergarten by exposing them to experiences like libraries, kindergarten classrooms and cafeterias style lunches. This has been done by bringing kindergarten teachers & librarians to do a presentation or organizing a field trip. Mrs. Mitchell added that parents in need of information regarding kindergarten enrollment should contact their school district and/or the child's teacher or FSW. Packets will be distributed to transitioning children to support their new school experience. Packets will also be provided to children returning to Head Start which will support summer retention activities.

11. **Program Governance Report/Training** – Lisa Price, Program Governance Coordinator

Ms. Price thanked everyone for their service and reminded members about the upcoming Disabilities Committee Parent Resource Fair sponsored by CAPK. She also shared information about a petition from Christopher Maricle, Executive Director of Head Start of California to request that lawmakers include Head Start in the state's budget. They are asking for $20 million dollars for Head Start throughout the entire state. She talked about workshops sponsored by the Parks and Recreation Department of the City of Bakersfield on water safety as well as CPR classes/First aid courses and reduced cost swimming lessons.

12. **Community Representative Report** – Ana Lester/Lindsay Harrison

Ms. Harrison provided handouts about the Love your Neighbor Community event that will take place at different churches throughout the county on May 18, 2019 at 10:00 a.m. A news release from GET bus was distributed, with information regarding the summer monthly passes for youth. Law Day at Beale memorial will take place on May 1, 2019 at this event people will have the opportunity to have a free 15-minute consultation on various issues. On April 26, 2019, Bakersfield Police Department will be hosting a warrant event at Jefferson Park from 10:00 a.m. to 2:00 p.m. New Horizon will be having a free dental clinic on Thursday April 25, 2019 for adults and children from 8:30 a.m. to 5:30 p.m. Ms. Harrison provided their contact number (661-246-4442) if anyone wanted more information. Ms. Lester reported that April is Child Abuse Awareness month, information with tips was also distributed. She also talked about Ready for K, which is an application that upon enrolling, assists parents in receiving tips and information based upon their child's age. This application is available in English, Spanish and Punjabi. A flyer was also distributed on a program called Computers for Youth. This is an organization that refurbishes computers and sells them for $35.00 to income eligible families; verification of income is required.

13. **Early Head Start San Joaquin Report** – Nicole Nino, Family Engagement Specialist

Mrs. Nino stated that this is her first PC meeting and is trying to take in all information and she's looking forward to working with the Policy Council. Rashi Strother will continue supporting the program and assisting Nicole in her new role.

14. **Early Head Start Partnership Report** – Debbie Connolly, EHS Partnership Coordinator

Ms. Connolly informed the Council that the partnership has been operating without a family advocate since October 2018. Today she was pleased to announce that they have hired a new family advocate to the team. She is a parent from Primeros Pasos and comes with a lot of experience. Ms. Connolly also shared with the group that a grandmother at Bakersfield College has custody of 3 of her grandchildren and did not have clothes, or beds for the children. The Family Advocate of the program, Jennifer was able to obtain 10 bags of donations with clothes for the children, as well as beds. Ms. Conolly also reported that the parent (from Blanton) who started taking phlebotomy classes was doing very well.

15. **Board of Directors Representatives Report** – Yolanda Ochoa, Board of Director's Representative

It was shared that the Board of Directors will meet on April 24, 2019.

16. **Director's Report (HS/State Child Development)** – Jerry Meade, Program Design &Management Administrator

Mr. Meade expressed best wishes from Yolanda Gonzales, who was unable to attend. Mr. Meade thanked the group for their understanding about the closures that took place on April 22, 2019 due to a staff training. At this training 570 Head Start/State Child Development employees participated, and the agency was able to accomplish two of its annual mandated trainings. During the training Mrs. Gonzales informed the staff about the designated renewal application process, stating that we are still waiting the outcome. She added that this training was scheduled on this date in hopes that there would be more information to share. However, unfortunately additional information about the competitive application grant was not available. Mr. Meade spoke regarding the center closures happening at the end of the school year, stating we have identified new classrooms to replace the classrooms lost. He shared that the renovation of those classrooms will be dependent of the DRS application and what the Office of Head Start is able to support us with in the way of additional funding. Some of the renovations are possible because there is funding that came from the Early Head Start Child Care Partnership expansion grant. A Notice of Award was received for that grant, and the program was awarded 100% of the requested funds including $500,000 in start-up funding. Facilities for the three additional EHS classrooms have been identified and are in east central Bakersfield, near Stella Hills elementary on 34th Street and Jewett. Mr. Meade reminded the group that we are in the middle of recruitment season and are getting applications completed and ready for the fall school year. It was shared during the month of April, we had visitors sent by the Office of Head Start from Washington to assess all our properties that had a Notice of Federal Interest. Which means, the Office of Head Start and the Federal government supported the acquisition of those facilities. Even though they are CAPK properties and the agency is responsible for the upkeeping; the facilities are property of the federal government. The assessment came because of programs that failed to meet the standards and expectations set forth by the Office of Head Start. The assessments are for programs that are going through the Designated Renewal System process. CAPK is hoping to have additional information on the DSR application for the next PC meeting. In closing Mr. Meade added, that the transition to kindergarten packets were going to be mailed out to parents.

17. **Policy Council Chairperson/Announcements** – Amber Dunlap, Chairperson

Mrs. Dunlap asked that Ms. Hogan share information from the recent training she attended. Mrs. Hogan shared that she felt that the training was targeted primarily for teachers who deal with kids with emotional needs and autism. However, after listening to the presenter she concluded that she could use the strategies presented, which consist of giving options to children instead of pressuring them with demands with her own children. She added that this information could be shared with teachers at the centers as well. Mrs. Dunlap thanked the group for being present and announced that on June 8, 2019, NOR (North of the River) is partnering with Dignity Health, Kern County Sheriff's Office and other county agencies to teach hands-only CPR, prevention tips and much more. This event is free for families and limited to the first 200 people. The next meeting is May 21, 2019.

18. **Adjournment** –Chairperson

The meeting was adjourned at 7:15 p.m. by the Chairperson.