



|          |                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------|
| DATE     | February 21, 2024                                                                                       |
| TIME     | 12:00 pm                                                                                                |
| LOCATION | CAPK Administrative Office<br>1300 18 <sup>th</sup> St., 3 <sup>rd</sup> Floor<br>Bakersfield, CA 93301 |

## Budget & Finance Committee Agenda

### 1. Call to Order

### 2. Roll Call

|                              |                   |
|------------------------------|-------------------|
| Michelle Jara-Rangel (Chair) | Mia Cifuentes     |
| Denise Boshers               | Fatima Echeverria |

### 3. Public Comments

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

### 4. New Business

- |                                                                                                           |                                                                      |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| a. Head Start / Early Head Start Budget to Actual Reports for December 31, 2023 - <b>Info Item</b>        | Tracy Webster, Chief Financial Officer                               |
| 1. Head Start Budget to Actual for the Period Ended December 31, 2023 ( <b>p. 3-5</b> )                   | Louis Rodriguez, Head Start Finance Administrator                    |
| 2. Early Head Start Budget to Actual for the Period Ended December 31, 2023 ( <b>p. 6-10</b> )            |                                                                      |
| b. Annual Budget for Fiscal 2024/2025 – <b>Action Item (p. 11-23)</b>                                     | Tracy Webster, Chief Financial Officer                               |
| c. Head Start Expenditure Authorization – <b>Action Item (p. 24-44)</b>                                   | Jerry Meade, Head Start & Early Child Development Assistant Director |
| d. 2024-25 Blanket Purchase Order for Food Bank - <b>Action Item (p. 45)</b>                              | Kelly Lowery, Program Administrator, Food Bank                       |
| e. Mount Vernon Lease – <b>Action Item (p. 46-73)</b>                                                     | Emilio Wagner, Chief Facilities & Technology Officer                 |
| f. Blanket Purchase Order for Sysco & Central Sanitary Supply / Brady IFS – <b>Action Item (p. 74-79)</b> | Louis Gill, Chief Program Officer                                    |
| g. Board Check Signing Policy – <b>Info Item (p. 80-81)</b>                                               | Tracy Webster, Chief Financial Officer                               |
| h. December 2023 Financial Reports – <b>Info Item (p. 82-149)</b>                                         | Tracy Webster, Chief Financial Officer                               |

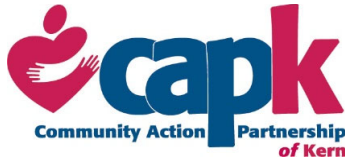
**5. Committee Member Comments**

**6. Next Scheduled Meeting**

Budget & Finance Committee Meeting  
Wednesday, March 20, 2024  
1300 18<sup>th</sup> St., 3<sup>rd</sup> Floor, Executive Conference Room  
Bakersfield, CA 93301

**7. Adjournment**

*This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18<sup>th</sup> St, Bakersfield, CA and online at [www.capk.org](http://www.capk.org) by 12:00 pm, February 16th, by Glyniel Campbell, Administrative Coordinator.*



## MEMORANDUM

To: Budget and Finance Committee

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

Date: February 21, 2024

Subject: *Head Start*  
Budget to Actual Report for the period ended December 31, 2023 – **Info Item**

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The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fifth-year budget period is March 1, 2023, through February 29, 2024.

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2023, through December 31, 2023. Ten months (83.3%) of the 12-month budget period have elapsed.

### **Base Funds**

Overall expenditures are 69% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are 100% of the budget.

### **Carryover Funds**

Overall expenditures are 53% of the budget.

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

The non-Federal share is at 94% of the budget.

# Community Action Partnership of Kern

## Head Start

### Budget to Actual Report

Budget Period: March 1, 2023 - February 29, 2024

Report Period: March 1, 2023 - December 31, 2023

Month 10 of 12 (83.3%)

Prepared 02/06/2024

| BASE FUNDS                | BUDGET            | ACTUAL            | REMAINING        | % SPENT    | % REMAINING |
|---------------------------|-------------------|-------------------|------------------|------------|-------------|
| PERSONNEL                 | 9,442,036         | 6,994,378         | 2,447,658        | 74%        | 26%         |
| FRINGE BENEFITS           | 3,650,298         | 1,739,458         | 1,910,840        | 48%        | 52%         |
| TRAVEL                    | 70,000            | 12,369            | 57,631           | 18%        | 82%         |
| EQUIPMENT                 | -                 | -                 | -                |            |             |
| SUPPLIES                  | 744,041           | 798,446           | (54,405)         | 107%       | -7%         |
| CONTRACTUAL               | 171,839           | 171,839           | -                | 100%       | 0%          |
| CONSTRUCTION              | -                 | -                 | -                |            |             |
| OTHER                     | 4,036,858         | 2,718,081         | 1,318,777        | 67%        | 33%         |
| INDIRECT                  | 1,752,938         | 1,260,218         | 492,720          | 72%        | 28%         |
| <b>TOTAL BASE FUNDING</b> | <b>19,868,010</b> | <b>13,694,789</b> | <b>6,173,221</b> | <b>69%</b> | <b>31%</b>  |

#### TRAINING & TECHNICAL ASSISTANCE

|                                                  |                |                |          |             |           |
|--------------------------------------------------|----------------|----------------|----------|-------------|-----------|
| TRAVEL                                           | 41,904         | 41,904         | -        | 100%        | 0%        |
| SUPPLIES                                         | 23,986         | 23,986         | -        | 100%        | 0%        |
| CONTRACTUAL                                      | 22,800         | 22,800         | -        | 100%        | 0%        |
| OTHER                                            | 72,752         | 72,752         | -        | 100%        | 0%        |
| INDIRECT                                         | 16,144         | 16,144         | -        | 100%        | 0%        |
| <b>TOTAL TRAINING &amp; TECHNICAL ASSISTANCE</b> | <b>177,586</b> | <b>177,586</b> | <b>-</b> | <b>100%</b> | <b>0%</b> |

#### CARRYOVER

|                        |                  |                |                |            |            |
|------------------------|------------------|----------------|----------------|------------|------------|
| PERSONNEL              | 216,462          | 96,000         | 120,462        | 44%        | 56%        |
| FRINGE BENEFITS        | 8,000            | 8,000          | -              | 100%       | 0%         |
| TRAVEL                 | 25,133           | -              | 25,133         | 0%         | 100%       |
| SUPPLIES               | 53,386           | 53,386         | -              | 100%       | 0%         |
| EQUIPMENT              | 314,100          | -              | 314,100        | 0%         | 100%       |
| CONSTRUCTION           | 1,000,000        | 643,556        | 356,444        | 64%        | 36%        |
| CONTRACTUAL            | 4,505            | 1,183          | 3,322          | 26%        | 74%        |
| OTHER                  | 165,483          | 165,483        | -              | 100%       | 0%         |
| INDIRECT               | 49,259           | -              | 49,259         | 0%         | 100%       |
| <b>TOTAL CARRYOVER</b> | <b>1,836,328</b> | <b>967,608</b> | <b>868,720</b> | <b>53%</b> | <b>47%</b> |

|                                     |                   |                   |                  |            |            |
|-------------------------------------|-------------------|-------------------|------------------|------------|------------|
| <b>GRAND TOTAL HS FEDERAL FUNDS</b> | <b>21,881,924</b> | <b>14,839,983</b> | <b>7,041,941</b> | <b>68%</b> | <b>32%</b> |
|-------------------------------------|-------------------|-------------------|------------------|------------|------------|

#### HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

| SOURCE                   | BUDGET            | ACTUAL            | REMAINING      | % SPENT    | % REMAINING |
|--------------------------|-------------------|-------------------|----------------|------------|-------------|
| IN-KIND                  | 1,958,398         | 3,075,311         | (1,116,913)    | 157%       | -57%        |
| CALIF DEPT OF ED         | 11,131,398        | 9,270,306         | 1,861,092      | 83%        | 17%         |
| <b>TOTAL NON-FEDERAL</b> | <b>13,089,796</b> | <b>12,345,617</b> | <b>744,179</b> | <b>94%</b> | <b>6%</b>   |

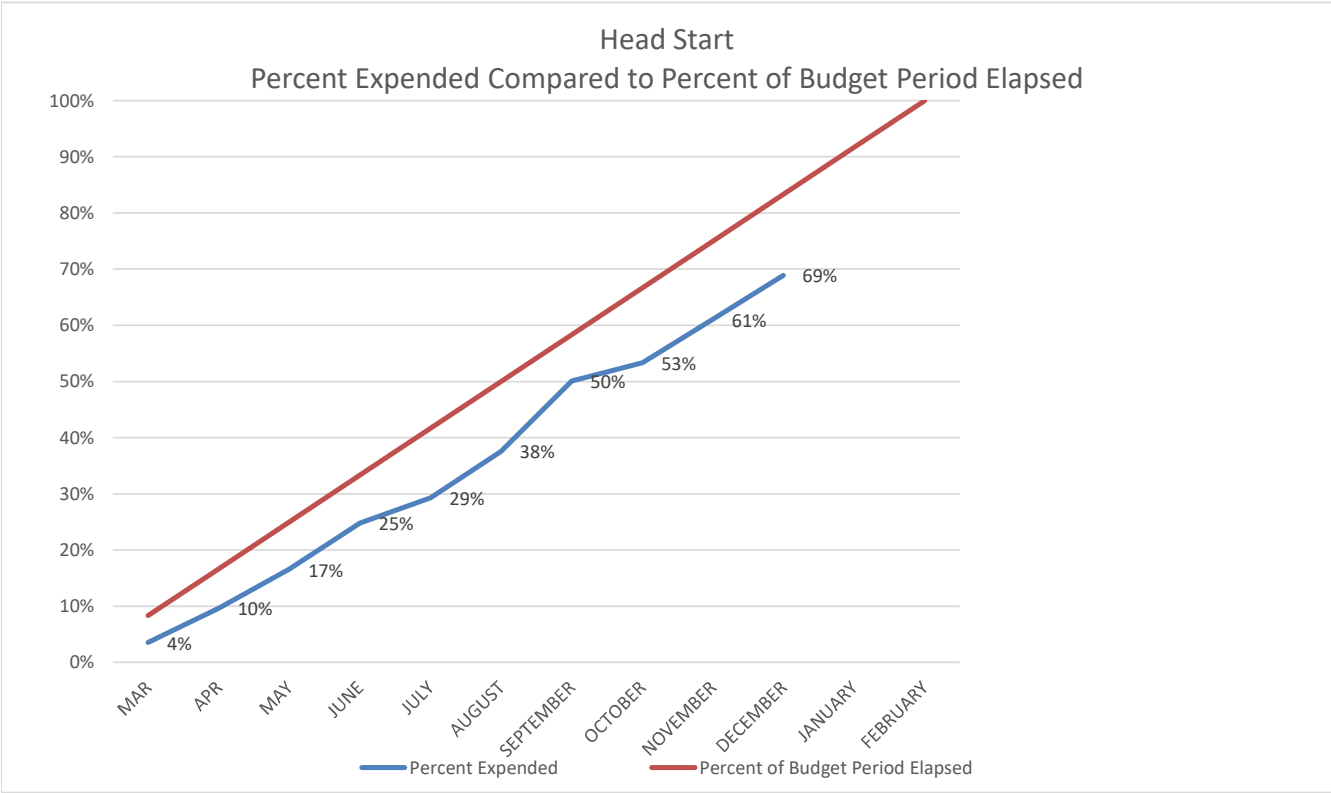
Budget reflects Notice of Award #09CH011132-05-02

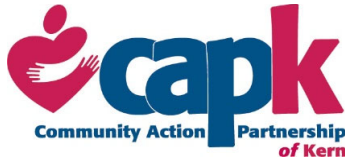
Actual expenditures include posted expenditures and estimated adjustments through 12/31/2023

Administrative Cost for HS and EHS Combined 6.4%

### Agency-Wide Credit Card Report

|                                | CURRENT       | 1 TO 30      | 31 TO 60   | 61 TO 90 | TOTAL         | STATEMENT DATE |
|--------------------------------|---------------|--------------|------------|----------|---------------|----------------|
| Wells Fargo                    | 28,856        | -            | -          | -        | 28,856        | 1/1/2024       |
| Lowe's                         | 6,550         | 3,289        | -          | -        | 9,839         | 1/2/2024       |
| Smart & Final                  | 336           | -            | -          | -        | 336           | 1/2/2024       |
| Save Mart                      | 2,013         | 627          | -          | -        | 2,640         | 1/8/2024       |
| Chevron & Texaco Business Card | 6,085         | -            | -          | -        | 6,085         | 1/6/2024       |
| Home Depot                     | 9,214         | 2,205        | 867        | -        | 12,286        | 1/5/2024       |
|                                | <b>53,055</b> | <b>6,120</b> | <b>867</b> | <b>-</b> | <b>60,042</b> |                |





## MEMORANDUM

To: Budget and Finance Committee

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

Date: February 21, 2024

Subject: *Early Head Start*  
Budget to Actual Report for the period ended December 31, 2023 – **Info Item**

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The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fifth-year budget period is March 1, 2023, through February 29, 2024.

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2023, through December 31, 2023. Ten months (83.3%) of the 12-month budget period have elapsed.

### **Base Funds**

Overall expenditures are 70% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are 74% of the budget.

### **Carryover Funds**

Overall expenditures are 31% of the budget.

**Community Action Partnership of Kern**  
**Early Head Start**  
**Budget to Actual Report**  
*Budget Period: March 1, 2023 - February 29, 2024*  
 Report Period: March 1, 2023 - December 31, 2023  
 Month 10 of 12 (83.3%)

Prepared 02/06/2024

| <b>BASE FUNDS</b>         | <b>BUDGET</b>     | <b>ACTUAL</b>     | <b>REMAINING</b> | <b>% SPENT</b> | <b>%<br/>REMAINING</b> |
|---------------------------|-------------------|-------------------|------------------|----------------|------------------------|
| PERSONNEL                 | 8,889,652         | 7,082,919         | 1,806,733        | 80%            | 20%                    |
| FRINGE BENEFITS           | 2,516,917         | 1,875,225         | 641,692          | 75%            | 25%                    |
| TRAVEL                    | 50,000            | 3,315             | 46,685           | 7%             | 93%                    |
| EQUIPMENT                 | -                 | -                 | -                |                |                        |
| SUPPLIES                  | 1,205,123         | 651,208           | 553,915          | 54%            | 46%                    |
| CONTRACTUAL               | 1,091,221         | 653,317           | 437,904          | 60%            | 40%                    |
| CONSTRUCTION              | -                 | -                 | -                |                |                        |
| OTHER                     | 3,374,545         | 1,724,353         | 1,650,192        | 51%            | 49%                    |
| INDIRECT                  | 1,665,883         | 1,184,333         | 481,550          | 71%            | 29%                    |
| <b>TOTAL BASE FUNDING</b> | <b>18,793,341</b> | <b>13,174,670</b> | <b>5,618,671</b> | <b>70%</b>     | <b>30%</b>             |

**TRAINING & TECHNICAL ASSISTANCE**

|                                                  |                |                |               |            |            |
|--------------------------------------------------|----------------|----------------|---------------|------------|------------|
| PERSONNEL                                        | -              | -              | -             |            |            |
| FRINGE BENEFITS                                  | -              | -              | -             |            |            |
| TRAVEL                                           | 44,192         | 44,192         | 0             | 100%       | 0%         |
| SUPPLIES                                         | 30,013         | 24,545         | 5,468         | 82%        | 18%        |
| CONTRACTUAL                                      | 26,080         | 23,943         | 2,137         | 92%        | 8%         |
| OTHER                                            | 212,393        | 137,929        | 74,464        | 65%        | 35%        |
| INDIRECT                                         | 31,268         | 24,747         | 6,521         | 79%        | 21%        |
| <b>TOTAL TRAINING &amp; TECHNICAL ASSISTANCE</b> | <b>343,946</b> | <b>255,356</b> | <b>88,590</b> | <b>74%</b> | <b>26%</b> |

**CARRYOVER**

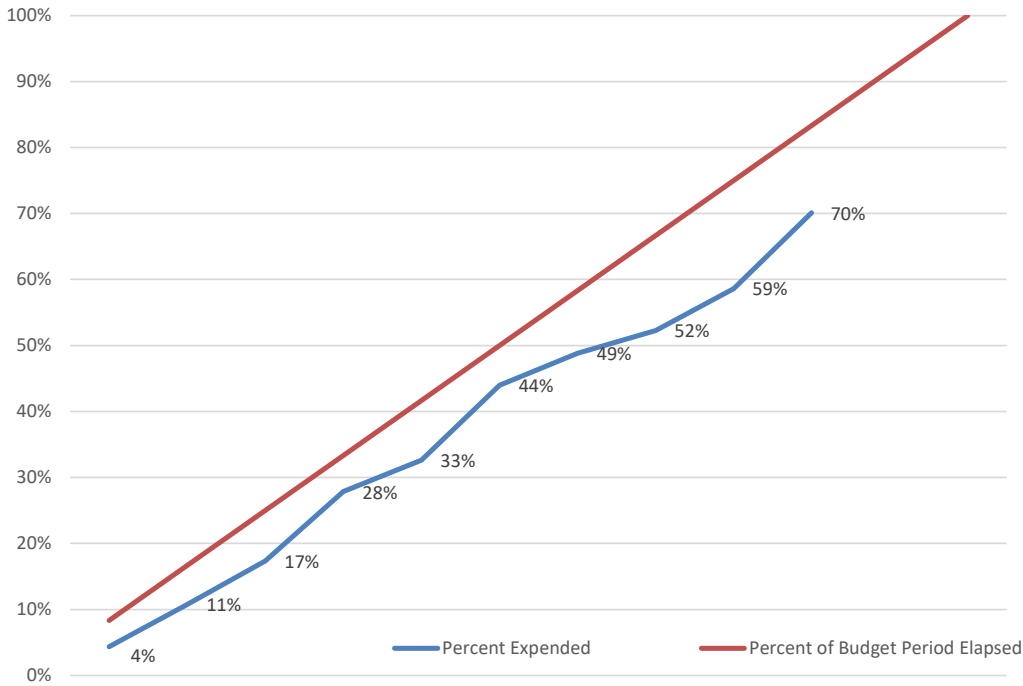
|                        |                  |                |                |            |            |
|------------------------|------------------|----------------|----------------|------------|------------|
| PERSONNEL              | 92,769           | 34,000         | 58,769         | 37%        | 63%        |
| FRINGE BENEFITS        | -                | -              | -              |            |            |
| TRAVEL                 | 37,198           | 29,617         | 7,581          | 80%        | 20%        |
| SUPPLIES               | 13,347           | -              | 13,347         | 0%         | 100%       |
| EQUIPMENT              | 100,000          | 44,517         | 55,483         | 45%        | 55%        |
| CONSTRUCTION           | 700,000          | 209,027        | 490,973        | 30%        | 70%        |
| CONTRACTUAL            | 1,320            | -              | 1,320          | 0%         | 100%       |
| OTHER                  | 74,009           | -              | 74,009         | 0%         | 100%       |
| INDIRECT               | 23,470           | 3,906          | 19,564         | 17%        | 83%        |
| <b>TOTAL CARRYOVER</b> | <b>1,042,113</b> | <b>321,067</b> | <b>721,046</b> | <b>31%</b> | <b>69%</b> |

|                                      |                   |                   |                  |            |            |
|--------------------------------------|-------------------|-------------------|------------------|------------|------------|
| <b>GRAND TOTAL EHS FEDERAL FUNDS</b> | <b>20,179,400</b> | <b>13,751,092</b> | <b>6,428,308</b> | <b>68%</b> | <b>32%</b> |
|--------------------------------------|-------------------|-------------------|------------------|------------|------------|

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

Actual expenditures include posted expenditures and estimated adjustments through 12/31/2023

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



| LOCATION                      | Enroll-<br>ment | March            | April            | May              | June           | July           | Aug              | Sep              | Oct              | Nov              | Dec              | YTD Totals        | Kern/SJC | IN-KIND GOAL      | % OF GOAL<br>MET |
|-------------------------------|-----------------|------------------|------------------|------------------|----------------|----------------|------------------|------------------|------------------|------------------|------------------|-------------------|----------|-------------------|------------------|
| Alberta Dillard               | 40              | 12,893           | 7,852            | 2,921            | 0              | 0              | 4,558            | 11,209           | 11,841           | 9,227            | 7,832            | 68,333            | Kern     | 39,812            | 172%             |
| Alicante                      | 20              | 10,979           | 8,866            | 11,664           | 6,824          | 3,926          | 6,449            | 8,729            | 8,579            | 236              | 0                | 66,251            | Kern     | 19,906            | 333%             |
| Angela Martinez               | 60              | 8,111            | 9,756            | 13,679           | 11,828         | 8,960          | 9,410            | 9,088            | 13,238           | 10,278           | 7,047            | 101,394           | Kern     | 59,718            | 170%             |
| Broadway                      | 40              | 5,844            | 8,572            | 3,952            | 0              | 0              | 1,351            | 4,571            | 7,423            | 9,483            | 987              | 42,184            | Kern     | 39,812            | 106%             |
| California City               | 20              | 3,962            | 3,239            | 1,327            | 0              | 0              | 2,248            | 4,947            | 5,964            | 68               | 7,164            | 28,918            | Kern     | 19,906            | 145%             |
| Cleo Foran                    | 23              | 6,400            | 5,152            | 6,764            | 7,199          | 3,143          | 2,666            | 4,917            | 1,635            | 5,971            | 7,925            | 51,773            | Kern     | 22,892            | 226%             |
| Delano                        | 76              | 21,579           | 21,523           | 10,293           | 0              | 0              | 7,807            | 15,898           | 20,443           | 19,877           | 19,581           | 137,001           | Kern     | 75,643            | 181%             |
| East California               | 52              | 6,966            | 7,633            | 16,447           | 10,427         | 6,476          | 8,440            | 8,925            | 8,979            | 8,651            | 8,680            | 91,624            | Kern     | 51,756            | 177%             |
| Fairfax                       | 39              | 14,513           | 14,443           | 10,955           | 0              | 0              | 2,204            | 7,108            | 8,166            | 9,021            | 5,538            | 71,949            | Kern     | 38,817            | 185%             |
| Fairview                      | 0               | 0                | 0                | 0                | 0              | 0              | 0                | 0                | 0                | 0                | 0                | 0                 | Kern     | 0                 | 0%               |
| Harvey L. Hall                | 140             | 15,666           | 14,424           | 13,787           | 14,253         | 12,847         | 14,722           | 12,779           | 9,645            | 13,556           | 10,179           | 131,857           | Kern     | 139,343           | 95%              |
| Heritage                      | 20              | 6,419            | 4,447            | 3,094            | 0              | 0              | 1,064            | 3,271            | 3,535            | 3,532            | 2,775            | 28,137            | Kern     | 19,906            | 141%             |
| Home Base                     | 152             | 13,671           | 16,943           | 9,226            | 8,582          | 8,412          | 14,055           | 13,222           | 9,432            | 8,011            | 4,912            | 106,466           | Kern     | 75,643            | 141%             |
| Lamont                        | 20              | 6,800            | 7,113            | 3,715            | 0              | 0              | 3,913            | 8,049            | 8,222            | 2,452            | 6,000            | 46,265            | Kern     | 19,906            | 232%             |
| Martha J. Morgan              | 71              | 18,212           | 18,278           | 16,909           | 13,241         | 10,398         | 12,436           | 13,568           | 10,201           | 11,068           | 7,550            | 131,860           | Kern     | 70,667            | 187%             |
| McFarland                     | 20              | 18,674           | 14,207           | 11,433           | 0              | 0              | 2,580            | 8,259            | 9,590            | 8,582            | 0                | 73,325            | Kern     | 19,906            | 368%             |
| Mojave                        | 20              | 2,344            | 954              | 100              | 0              | 0              | 2,425            | 2,111            | 2,927            | 3,553            | 4,357            | 18,772            | Kern     | 19,906            | 94%              |
| Oasis                         | 45              | 14,048           | 12,295           | 9,215            | 0              | 0              | 653              | 9,110            | 7,828            | 6,335            | 8,154            | 67,637            | Kern     | 44,789            | 151%             |
| Pete H. Parra                 | 128             | 28,157           | 26,760           | 31,534           | 19,623         | 17,803         | 24,504           | 26,857           | 33,710           | 14,794           | 22,123           | 245,866           | Kern     | 127,399           | 193%             |
| Planiz                        | 0               | 0                | 0                | 0                | 0              | 0              | 0                | 0                | 0                | 0                | 0                | 0                 | Kern     | 0                 | 0%               |
| Primeros Pasos                | 76              | 16,591           | 28,746           | 32,941           | 27,910         | 15,112         | 19,420           | 25,055           | 27,724           | 25,212           | 34,877           | 253,590           | Kern     | 75,643            | 335%             |
| Rosamond                      | 60              | 4,136            | 4,253            | 1,942            | 0              | 0              | 649              | 3,948            | 166              | 353              | 4,323            | 19,771            | Kern     | 59,718            | 33%              |
| San Diego                     | 32              | 8,409            | 6,487            | 4,838            | 5,327          | 4,354          | 4,636            | 5,747            | 6,976            | 5,035            | 3,442            | 55,251            | Kern     | 31,850            | 173%             |
| Seibert                       | 20              | 2,192            | 2,325            | 1,186            | 0              | 0              | 392              | 3,238            | 272              | 377              | 1,287            | 11,269            | Kern     | 19,906            | 57%              |
| Shafter                       | 20              | 5,245            | 3,951            | 2,855            | 4,498          | 1,177          | 2,408            | 3,601            | 1,579            | 1,963            | 2,380            | 29,658            | Kern     | 19,906            | 149%             |
| Shafter HS/EHS                | 24              | 3,739            | 1,701            | 2,203            | 2,665          | 3,698          | 3,980            | 4,454            | 4,566            | 4,592            | 3,533            | 35,132            | Kern     | 23,887            | 147%             |
| Sterling                      | 124             | 17,632           | 14,182           | 16,513           | 14,791         | 16,430         | 18,707           | 19,248           | 23,643           | 22,045           | 6,873            | 170,064           | Kern     | 123,418           | 138%             |
| Stockdale Head Start          | 60              |                  |                  |                  |                |                |                  |                  |                  |                  |                  |                   |          |                   |                  |
| Sunrise Villa                 | 20              | 2,987            | 4,203            | 1,784            | 0              | 0              | 656              | 3,145            | 2,883            | 2,377            | 0                | 18,034            | Kern     | 19,906            | 91%              |
| Taft                          | 60              | 8,550            | 8,852            | 6,946            | 0              | 0              | 511              | 3,678            | 7,557            | 4,969            | 2,402            | 43,466            | Kern     | 59,718            | 73%              |
| Tehachapi                     | 34              | 1,671            | 2,593            | 77               | 0              | 0              | 0                | 537              | 2,877            | 543              | 0                | 8,299             | Kern     | 33,840            | 25%              |
| Vineland                      | 20              | 2,263            | 2,062            | 1,834            | 0              | 0              | 964              | 836              | 2,295            | 0                | 813              | 11,066            | Kern     | 19,906            | 56%              |
| Virginia                      | 20              | 9,620            | 10,265           | 12,432           | 0              | 0              | 4,897            | 12,413           | 13,764           | 12,031           | 11,774           | 87,196            | Kern     | 19,906            | 438%             |
| Wesley                        | 60              | 21,461           | 17,008           | 14,220           | 0              | 0              | 4,292            | 6,804            | 7,301            | 3,266            | 9,417            | 83,770            | Kern     | 59,718            | 140%             |
| Willow                        | 40              | 10,607           | 9,946            | 6,779            | 0              | 0              | 2,984            | 5,705            | 12,678           | 12,860           | 8,419            | 69,979            | Kern     | 39,812            | 176%             |
| Administrative Services       |                 | 0                | 0                | 0                | 0              | 0              | 0                | 0                | 0                | 0                | 0                | 0                 | Kern/SJC | 0                 | 0%               |
| PC Planning                   |                 | 0                | 0                | 0                | 0              | 0              | 0                | 0                | 0                | 0                | 0                | 0                 | Kern/SJC | 0                 | 0%               |
| PC By Laws                    |                 | 0                | 0                | 0                | 0              | 0              | 0                | 0                | 0                | 0                | 0                | 0                 |          |                   |                  |
| Governance                    |                 | 485              | 363              | 394              | 15             | 39             | 144              | 23               | 35               | 0                | 0                | 1,498             | Kern     | 15,000            | 10%              |
| Program Services              |                 | 13,559           | 8,991            | 8,585            | 11,830         | 7,588          | 5,257            | 8,302            | 382              | 7,651            | 972              | 73,117            | Kern/SJC | 74,265            | 98%              |
| California Street             | 24              | 5,829            | 6,641            | 6,121            | 4,730          | 4,028          | 6,606            | 7,763            | 9,575            | 10,063           | 10,319           | 71,675            | SJC      | 39,646            | 181%             |
| Chrisman                      | 16              | 4,794            | 4,540            | 2,987            | 946            | 0              | 0                | 0                | 0                | 0                | 0                | 13,267            | SJC      | 26,431            | 50%              |
| Glanone                       | 0               | 0                | 0                | 0                | 0              | 0              | 682              | 494              | 226              | 0                | 0                | 1,402             | SJC      | 0                 | 0%               |
| Kennedy                       | 16              | 1,373            | 2,054            | 1,184            | 1,415          | 2,784          | 3,215            | 964              | 3,158            | 2,017            | 2,800            | 20,964            | SJC      | 26,431            | 79%              |
| Lodi Home Base                | 30              | 8,307            | 13,348           | 14,790           | 11,503         | 11,165         | 14,790           | 12,221           | 11,317           | 7,233            | 9,359            | 114,034           | SJC      | 24,779            | 460%             |
| Lodi UCC                      | 30              | 6,058            | 6,624            | 5,855            | 5,632          | 6,573          | 6,682            | 595              | 7,057            | 6,756            | 5,575            | 57,407            | SJC      | 49,558            | 116%             |
| Manteca Home Base             | 11              | 7,143            | 5,740            | 6,477            | 4,518          | 7,040          | 6,447            | 3,335            | 2,018            | 68               | 871              | 43,658            | SJC      | 9,086             | 481%             |
| Marci Massei                  | 24              | 1,924            | 2,680            | 2,838            | 2,834          | 3,187          | 3,315            | 1,869            | 3,074            | 1,775            | 2,346            | 25,842            | SJC      | 39,646            | 65%              |
| St. Mary's                    | 24              | 4,791            | 3,369            | 3,162            | 6,541          | 4,107          | 6,003            | 7,420            | 7,364            | 2,265            | 3,711            | 48,734            | SJC      | 39,646            | 123%             |
| Stockton Home Base            | 78              | 9,353            | 11,386           | 11,847           | 13,688         | 11,724         | 15,010           | 12,768           | 12,701           | 14,333           | 15,657           | 128,466           | SJC      | 64,425            | 199%             |
| Tracy Home Base               | 12              | 6,099            | 4,634            | 4,532            | 3,758          | 3,040          | 2,046            | 1,471            | 1,188            | 0                | 0                | 26,767            | SJC      | 9,912             | 270%             |
| Walnut                        | 24              | 3,586            | 3,040            | 3,039            | 4,162          | 5,619          | 5,756            | 4,143            | 5,555            | 3,728            | 3,693            | 42,323            | SJC      | 39,646            | 107%             |
| <b>SUBTOTAL IN-KIND</b>       | <b>1,945</b>    | <b>403,643</b>   | <b>392,442</b>   | <b>355,378</b>   | <b>218,740</b> | <b>179,630</b> | <b>261,936</b>   | <b>332,394</b>   | <b>359,287</b>   | <b>296,211</b>   | <b>275,649</b>   | <b>3,075,311</b>  | <b>0</b> | <b>1,971,337</b>  | <b>156%</b>      |
| x                             |                 |                  |                  |                  |                |                |                  |                  |                  |                  |                  |                   |          |                   |                  |
| State General Child Care*     |                 | 273,064          | 254,458          | 266,636          | 260,460        | 203,319        | 238,128          | 216,189          | 237,647          | 211,249          | 207,732          | 2,368,883         | Kern     | 3,297,554         | 72%              |
| State Preschool*              |                 | 623,046          | 525,600          | 542,386          | 315,917        | 171,560        | 375,128          | 454,961          | 588,144          | 526,245          | 461,074          | 4,584,061         | Kern     | 6,413,658         | 71%              |
| State Migrant Child Care*     |                 | 5,212            | 7,596            | 7,442            | 3,941          | 907            | 2,551            | 3,373            | 4,053            | 2,551            | 3,478            | 41,103            | Kern     | 0                 | 0%               |
| <b>SUBTOTAL CA DEPT of ED</b> |                 | <b>901,323</b>   | <b>787,654</b>   | <b>816,465</b>   | <b>580,318</b> | <b>375,785</b> | <b>615,807</b>   | <b>674,523</b>   | <b>829,843</b>   | <b>740,045</b>   | <b>672,284</b>   | <b>6,994,047</b>  |          | <b>9,711,212</b>  | <b>72%</b>       |
| x                             |                 |                  |                  |                  |                |                |                  |                  |                  |                  |                  |                   |          |                   |                  |
| State General Child Care*     |                 | 96,972           | 128,349          | 139,529          | 128,466        | 109,071        | 159,715          | 163,431          | 185,856          | 158,866          | 207,732          | 1,477,988         | SJC      | 1,175,152         | 126%             |
| <b>SUBTOTAL CA DEPT of ED</b> |                 | <b>96,972</b>    | <b>128,349</b>   | <b>139,529</b>   | <b>128,466</b> | <b>109,071</b> | <b>159,715</b>   | <b>163,431</b>   | <b>185,856</b>   | <b>158,866</b>   | <b>207,732</b>   | <b>1,477,988</b>  |          | <b>1,175,152</b>  | <b>126%</b>      |
| <b>GRAND TOTAL</b>            |                 | <b>1,401,938</b> | <b>1,308,445</b> | <b>1,311,372</b> | <b>927,524</b> | <b>664,486</b> | <b>1,037,458</b> | <b>1,170,348</b> | <b>1,374,986</b> | <b>1,195,122</b> | <b>1,155,665</b> | <b>11,547,346</b> |          | <b>12,857,701</b> | <b>90%</b>       |
| 798,271                       |                 |                  |                  |                  |                |                |                  |                  |                  |                  |                  |                   |          |                   |                  |
| <b>12,345,617</b>             |                 |                  |                  |                  |                |                |                  |                  |                  |                  |                  |                   |          |                   |                  |

Community Action Partnership of Kern  
Early Head Start Child Care Partnerships  
Non-Federal Share and In-Kind Year-to-Date Report  
Budget Period: March 1, 2023 through February 29, 2024  
Report for period ending December 31, 2023 (Month 10 of 12)

Percent of year elapsed: 83.3%

| LOCATION                             | FUNDED<br>ENROLL-<br>MENT | Mar<br>2023    | Apr<br>2023   | May<br>2023   | June<br>2023   | July<br>2023  | Aug<br>2023   | Sept<br>2023   | Oct<br>2023   | Nov<br>2023   | Dec<br>2023   | YTD<br>Totals  | IN-KIND<br>GOAL | % OF<br>GOAL<br>MET |
|--------------------------------------|---------------------------|----------------|---------------|---------------|----------------|---------------|---------------|----------------|---------------|---------------|---------------|----------------|-----------------|---------------------|
| Angela Martinez                      | 24                        | 2,332          | 2,225         | 2,631         | 2,925          | 2,323         | 2,965         | 3,755          | 2,014         | 3,370         | 3,000         | 27,539         | 103,398         | 27%                 |
| Kern Community College District - BC | 32                        | 27,579         | 13,672        | 20,450        | 23,742         | 22,090        | 23,937        | 24,011         | 24,706        | 17,964        | 124           | 198,275        | 137,864         | 144%                |
| KCSOS - Blanton                      | 16                        | 33,685         | 6,355         | 8,527         | 37,414         | 13,482        | 29,774        | 108,940        | 10,478        | 10,200        | 9,500         | 268,355        | 68,932          | 389%                |
| Garden Pathways                      | 11                        | 0              | 166           | 0             | 0              | 0             | 0             | 0              | 136           | 0             | 0             | 302            | 47,391          | 1%                  |
| Taft College                         | 42                        | 49,928         | 44,682        | 45,507        | 38,442         | 18,116        | 23,296        | 21,039         | 22,308        | 20,926        | 19,500        | 303,744        | 180,947         | 168%                |
| Escuelita Hernandez                  | 16                        | 57             | 0             | 0             | 0              | 0             | 0             | 0              | 0             | 0             | 0             | 57             | 68,932          | 0%                  |
| TBD                                  | 11                        | 0              | 0             | 0             | 0              | 0             | 0             | 0              | 0             | 0             | 0             | 0              | 47,391          | 0%                  |
| Program Services                     |                           | 0              | 0             | 0             | 0              | 0             | 0             | 0              | 0             | 0             | 0             | 0              |                 |                     |
| Admin Services                       |                           | 0              | 0             | 0             | 0              | 0             | 0             | 0              | 0             | 0             | 0             | 0              |                 |                     |
| <b>GRAND TOTAL</b>                   | <b>152</b>                | <b>113,580</b> | <b>67,100</b> | <b>77,115</b> | <b>102,524</b> | <b>56,011</b> | <b>79,971</b> | <b>157,745</b> | <b>59,642</b> | <b>52,460</b> | <b>29,124</b> | <b>798,271</b> | <b>654,854</b>  | <b>122%</b>         |

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



## MEMORANDUM

To: Budget & Finance Committee

*Tracy Webster*

From: Tracy Webster, Chief Financial Officer

Date: February 21, 2024

Subject: *Agenda Item 4b*: Annual Budget for Fiscal Year 2024/2025 - **Action Item**

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The 2024/2025 annual budget was presented as an information item during the January 2024 Budget and Finance Committee Meeting for review and discussion. Accordingly, the annual budget for the 2024/2025 fiscal year is presented using the following functional categories:

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

The annual operating budget (program services and support services) of \$117,408,059 was developed using individual grant or program budgets prepared by program staff that were combined into the above functional categories. The annual budget for FY 2024/2025 is 7.9% less than the prior year. This reduction is principally related to the capital construction costs budgeted in 2023/2024 which will not be included in 2024/2025. Attached is the FY 2024/2025 annual budget with category support schedules.

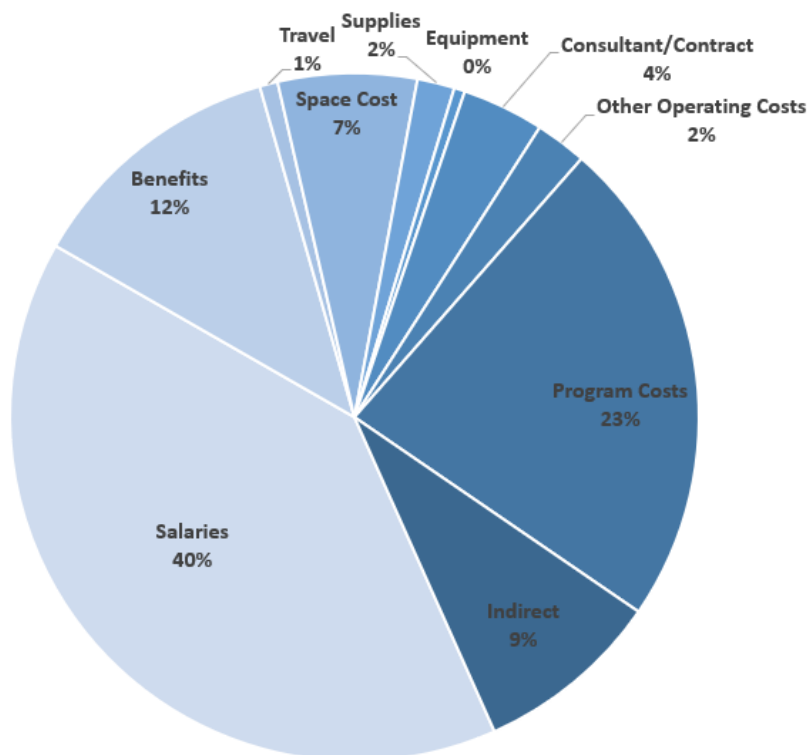
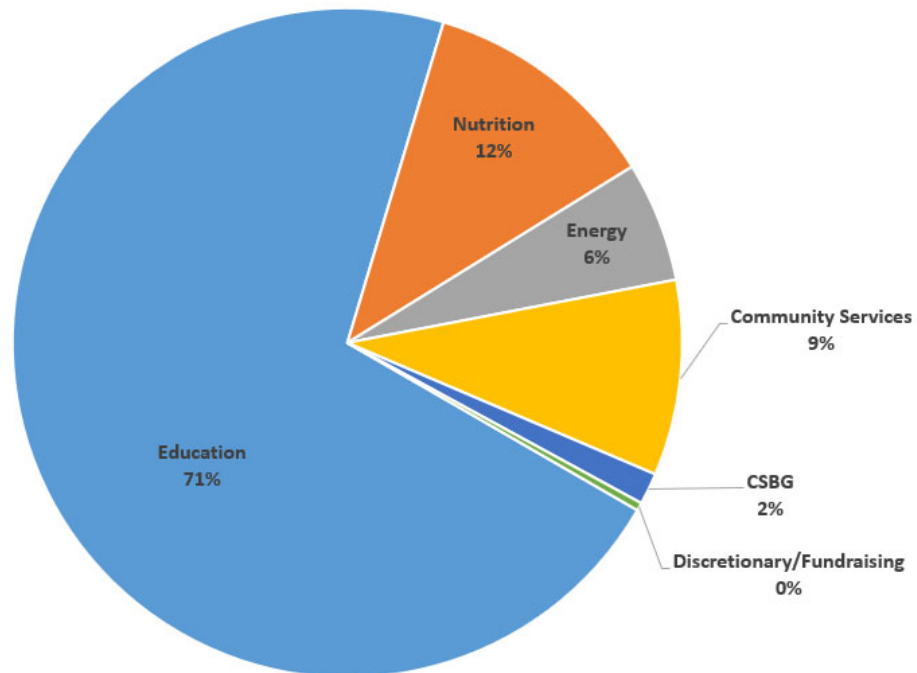
The Indirect budget of \$9,899,096 for the five support divisions: Executive, Human Resources, Finance, Operations, and Community Development Administration is 14.2% greater than the prior year. The Indirect Budget reflects projected costs for additional staff in each component of the five support divisions to improve the level of services provided to agency-wide programs. Fiscal Year 2024/2025 will be the ninth year using the 10% indirect cost rate. 73.5% of the Indirect budget is for personnel costs and 26.5% is for operating costs. Attached is a comparison of the Indirect budget for five years.

### **Recommendation:**

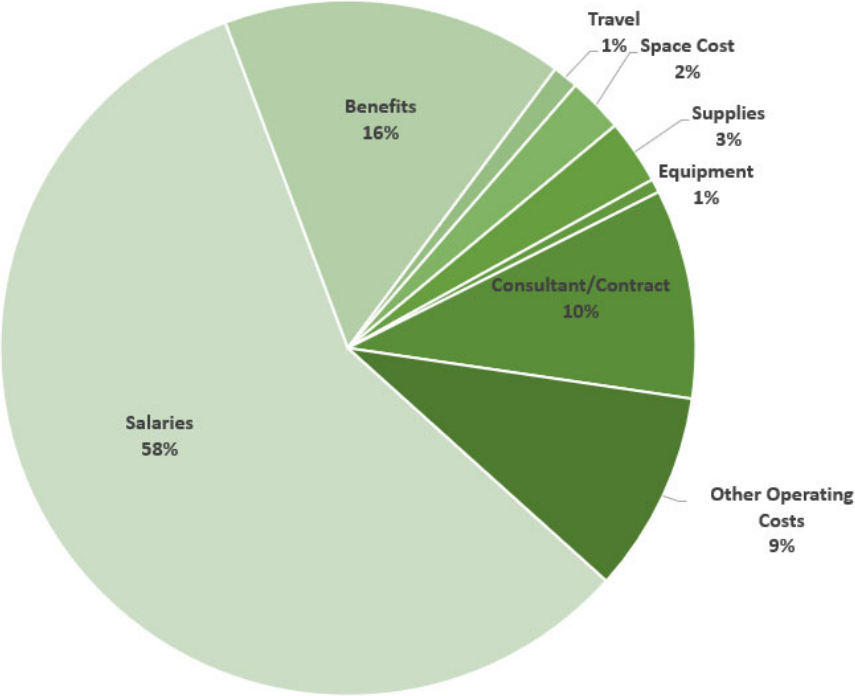
Staff recommends that the Budget and Finance Committee approve the annual budget for 2024/2025.

Attachments: (1) Annual Budget for FY 2024/25  
(2) Indirect Budget Comparison for Five Years

## AGENCY BUDGET



INDIRECT BUDGET BREAKDOWN



V

**COMMUNITY ACTION PARTNERSHIP OF KERN  
PROPOSED ANNUAL BUDGET 2024/25**

|                              | Program Services     |                      |                     |                      |                     | Support Services             |                       | Indirect             |
|------------------------------|----------------------|----------------------|---------------------|----------------------|---------------------|------------------------------|-----------------------|----------------------|
|                              | Education            | Nutrition            | Energy Conservation | Community Services   | CSBG                | Discretionary & Fund Raising | TOTAL                 |                      |
| <b>Revenue</b>               |                      |                      |                     |                      |                     |                              |                       |                      |
| Government Revenue           | \$ 85,225,525        | \$ 11,515,329        | \$ 6,808,169        | \$ 9,392,767         | \$ 1,791,327        | \$ -                         | \$ 114,733,117        | \$ -                 |
| Head Start Subsidy for CACFP | (1,503,663)          | 1,503,663            | -                   | -                    | -                   | -                            | -                     | -                    |
| Private Revenue              | -                    | 50,000               | -                   | 1,700,000            | -                   | -                            | 1,750,000             | -                    |
| Other Revenue                | -                    | 253,247              | -                   | -                    | -                   | 99,065                       | 352,312               | 10,294,232           |
| Donations                    | -                    | 222,935              | -                   | -                    | -                   | 2,486                        | 225,421               | -                    |
| <b>Total Revenue</b>         | <b>\$ 83,721,862</b> | <b>\$ 13,545,174</b> | <b>\$ 6,808,169</b> | <b>\$ 11,092,767</b> | <b>\$ 1,791,327</b> | <b>\$ 101,551</b>            | <b>\$ 117,060,850</b> | <b>\$ 10,294,232</b> |
| <b>Expenditures</b>          |                      |                      |                     |                      |                     |                              |                       |                      |
| Salaries                     | 34,554,955           | 4,836,827            | 2,341,392           | 4,019,593            | 965,801             | 199,565                      | 46,918,133            | 5,701,891            |
| Benefits                     | 10,676,778           | 1,502,046            | 702,424             | 1,209,558            | 255,251             | 64,865                       | 14,410,922            | 1,575,103            |
| Travel                       | 685,926              | 118,007              | 75,000              | 65,854               | 40,290              | 10,000                       | 995,077               | 117,750              |
| Space Cost                   | 3,006,784            | 777,795              | 238,000             | 3,069,548            | 276,199             | 4,981                        | 7,373,307             | 180,500              |
| Supplies                     | 1,511,872            | 147,218              | 125,000             | 226,696              | 26,615              | 18,850                       | 2,056,251             | 297,772              |
| Equipment                    | 414,100              | -                    | 174,425             | 7,000                | -                   | -                            | 595,525               | 63,000               |
| Consultant/Contract          | 1,390,108            | 648,910              | 1,815,857           | 650,904              | 10,750              | 6,000                        | 4,522,529             | 964,000              |
| Other Operating Costs        | 1,389,059            | 451,389              | 505,338             | 339,482              | 44,380              | 108,975                      | 2,838,623             | 924,080              |
| Program Costs                | 22,197,906           | 3,963,297            | 227,662             | 729,421              | 3,000               | -                            | 27,121,286            | -                    |
| Depreciation                 | 282,174              | 5,000                | -                   | -                    | -                   | (5,000)                      | 282,174               | 75,000               |
| Indirect                     | 7,612,200            | 1,094,685            | 603,071             | 774,711              | 169,041             | 40,524                       | 10,294,232            | -                    |
| <b>Total Expenditures</b>    | <b>\$ 83,721,862</b> | <b>\$ 13,545,174</b> | <b>\$ 6,808,169</b> | <b>\$ 11,092,767</b> | <b>\$ 1,791,327</b> | <b>\$ 448,760</b>            | <b>\$ 117,408,059</b> | <b>\$ 9,899,096</b>  |
|                              |                      |                      |                     |                      |                     |                              |                       |                      |
| <b>Gain/(Loss)</b>           | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ (347,209)</b>          | <b>\$ (347,209)</b>   | <b>\$ 395,136</b>    |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**PROPOSED ANNUAL BUDGET 2024/25**  
**EDUCATION**

|                                       | <b>Head Start</b>    | <b>State Dept. of<br/>Education</b> | <b>San Joaquin<br/>COE</b> | <b>County of<br/>Kern Home<br/>Visit Initiative</b> | <b>Migrant<br/>Alternative<br/>Payment</b> | <b>TOTAL</b>         |
|---------------------------------------|----------------------|-------------------------------------|----------------------------|-----------------------------------------------------|--------------------------------------------|----------------------|
| <b>Revenue</b>                        |                      |                                     |                            |                                                     |                                            |                      |
| Community Services Block Grant (CSBG) | \$ -                 | \$ -                                | \$ -                       | \$ -                                                | \$ -                                       | \$ -                 |
| Other Government Revenue              | 39,182,883           | 11,349,485                          | 2,006,425                  | 4,874,043                                           | 27,812,689                                 | <b>85,225,525</b>    |
| Head Start Subsidy for CACFP          | (1,503,663)          | -                                   | -                          | -                                                   | -                                          | <b>(1,503,663)</b>   |
| Private Revenue                       | -                    | -                                   | -                          | -                                                   | -                                          | -                    |
| Other Revenue                         | -                    | -                                   | -                          | -                                                   | -                                          | -                    |
| Donations                             | -                    | -                                   | -                          | -                                                   | -                                          | -                    |
| <b>Total Revenue</b>                  | <b>\$ 37,679,220</b> | <b>\$ 11,349,485</b>                | <b>\$ 2,006,425</b>        | <b>\$ 4,874,043</b>                                 | <b>\$ 27,812,689</b>                       | <b>\$ 83,721,862</b> |
| <b>Expenditures</b>                   |                      |                                     |                            |                                                     |                                            |                      |
| Salaries                              | 20,165,672           | 7,932,053                           | 1,402,190                  | 2,785,694                                           | 2,269,346                                  | <b>34,554,955</b>    |
| Benefits                              | 6,332,776            | 2,364,679                           | 443,732                    | 894,331                                             | 641,260                                    | <b>10,676,778</b>    |
| Travel                                | 437,326              | -                                   | -                          | 232,000                                             | 16,600                                     | <b>685,926</b>       |
| Space Cost                            | 2,744,784            | -                                   | -                          | 96,000                                              | 166,000                                    | <b>3,006,784</b>     |
| Supplies                              | 1,332,724            | -                                   | -                          | 110,148                                             | 69,000                                     | <b>1,511,872</b>     |
| Equipment                             | 414,100              | -                                   | -                          | -                                                   | -                                          | <b>414,100</b>       |
| Consultant/Contract                   | 1,319,026            | 20,982                              | 3,600                      | 25,000                                              | 21,500                                     | <b>1,390,108</b>     |
| Other Operating Costs                 | 1,166,475            | -                                   | -                          | 78,284                                              | 144,300                                    | <b>1,389,059</b>     |
| Program Costs                         | 29,882               | -                                   | -                          | 196,000                                             | 21,972,024                                 | <b>22,197,906</b>    |
| Depreciation                          | 267,774              | -                                   | -                          | 14,400                                              | -                                          | <b>282,174</b>       |
| Indirect                              | 3,468,681            | 1,031,771                           | 156,903                    | 442,186                                             | 2,512,659                                  | <b>7,612,200</b>     |
| <b>Total Expenditures</b>             | <b>\$ 37,679,220</b> | <b>\$ 11,349,485</b>                | <b>\$ 2,006,425</b>        | <b>\$ 4,874,043</b>                                 | <b>\$ 27,812,689</b>                       | <b>\$ 83,721,862</b> |
|                                       |                      |                                     |                            |                                                     |                                            |                      |
| <b>Gain/(Loss)</b>                    | <b>\$ -</b>          | <b>\$ -</b>                         | <b>\$ -</b>                | <b>\$ -</b>                                         | <b>\$ -</b>                                | <b>\$ -</b>          |
|                                       |                      |                                     |                            |                                                     |                                            |                      |
| Benefit Rate                          | 31.4%                | 29.8%                               | 31.6%                      | 32.1%                                               | 28.3%                                      | 30.9%                |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**PROPOSED ANNUAL BUDGET 2024/25**  
**NUTRITION**

|                                       | WIC                 | Snap-ED             | Child and Adult Care Food Program (CACFP) |                             |                     | Food Bank           | TOTAL                |
|---------------------------------------|---------------------|---------------------|-------------------------------------------|-----------------------------|---------------------|---------------------|----------------------|
|                                       |                     |                     | Kern<br>Central Kitchen                   | San Joaquin<br>Vended Meals | Subtotal<br>CACFP   |                     |                      |
| <b>Revenue</b>                        |                     |                     |                                           |                             |                     |                     |                      |
| Community Services Block Grant (CSBG) | \$ -                | \$ -                | \$ -                                      | \$ -                        | \$ -                | \$ 401,831          | \$ 401,831           |
| Other Government Revenue              | 4,409,835           | 1,824,793           | 1,823,278                                 | 203,206                     | 2,026,484           | 3,254,217           | 11,515,329           |
| Head Start Subsidy for CACFP          | -                   | -                   | 1,282,683                                 | 220,980                     | 1,503,663           | -                   | 1,503,663            |
| Private Revenue                       | -                   | -                   | -                                         | -                           | -                   | 50,000              | 50,000               |
| Other Revenue                         | -                   | -                   | -                                         | -                           | -                   | 253,247             | 253,247              |
| Donations                             | -                   | -                   | -                                         | -                           | -                   | 222,935             | 222,935              |
| <b>Total Revenue</b>                  | <b>\$ 4,409,835</b> | <b>\$ 1,824,793</b> | <b>\$ 3,105,961</b>                       | <b>\$ 424,186</b>           | <b>\$ 3,530,147</b> | <b>\$ 4,182,230</b> | <b>\$ 13,947,005</b> |
| <b>Expenditures</b>                   |                     |                     |                                           |                             |                     |                     |                      |
| Salaries                              | 2,553,500           | 655,319             | 845,440                                   | -                           | 845,440             | 1,063,569           | 5,117,828            |
| Benefits                              | 791,585             | 206,245             | 258,814                                   | -                           | 258,814             | 329,702             | 1,586,346            |
| Travel                                | 10,000              | 33,307              | 27,000                                    | -                           | 27,000              | 47,700              | 118,007              |
| Space Cost                            | 420,368             | 49,627              | 121,700                                   | -                           | 121,700             | 186,100             | 777,795              |
| Supplies                              | 43,500              | 16,887              | 6,000                                     | -                           | 6,000               | 80,831              | 147,218              |
| Equipment                             | -                   | -                   | -                                         | -                           | -                   | -                   | -                    |
| Consultant/Contract                   | -                   | 648,910             | -                                         | -                           | -                   | -                   | 648,910              |
| Other Operating Costs                 | 177,489             | 48,608              | 62,600                                    | -                           | 62,600              | 162,692             | 451,389              |
| Program Costs                         | 7,500               | -                   | 1,618,654                                 | 36,247                      | 1,654,901           | 1,931,431           | 3,593,832            |
| - Vended Meals                        | -                   | -                   | -                                         | 369,465                     | 369,465             | -                   | 369,465              |
| Depreciation                          | 5,000               | -                   | -                                         | -                           | -                   | -                   | 5,000                |
| Indirect                              | 400,893             | 165,890             | 165,753                                   | 18,474                      | 184,227             | 380,205             | 1,131,215            |
| <b>Total Expenditures</b>             | <b>\$ 4,409,835</b> | <b>\$ 1,824,793</b> | <b>\$ 3,105,961</b>                       | <b>\$ 424,186</b>           | <b>\$ 3,530,147</b> | <b>\$ 4,182,230</b> | <b>\$ 13,947,005</b> |
|                                       |                     |                     |                                           |                             |                     |                     |                      |
| <b>Gain/(Loss)</b>                    | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>                               | <b>\$ -</b>                 | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>          |
|                                       |                     |                     |                                           |                             |                     |                     |                      |
| Benefit Rate                          | 31.0%               | 31.5%               | 30.6%                                     |                             | 30.6%               | 31.0%               | 31.0%                |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
PROPOSED ANNUAL BUDGET 2024/25  
ENERGY CONSERVATION**

|                                       | Energy Conservation |
|---------------------------------------|---------------------|
| <b>Revenue</b>                        |                     |
| Community Services Block Grant (CSBG) | \$ -                |
| Other Government Revenue              | 6,808,169           |
| Private Revenue                       | -                   |
| Other Revenue                         | -                   |
| Donations                             | -                   |
| <b>Total Revenue</b>                  | <b>\$ 6,808,169</b> |
| <b>Expenditures</b>                   |                     |
| Salaries                              | 2,341,392           |
| Benefits                              | 702,424             |
| Travel                                | 75,000              |
| Space Cost                            | 238,000             |
| Supplies                              | 125,000             |
| Equipment                             | 174,425             |
| Consultant/Contract                   | 1,815,857           |
| Other Operating Costs                 | 505,338             |
| Program Costs                         | 227,662             |
| Depreciation                          | -                   |
| Indirect                              | 603,071             |
| <b>Total Expenditures</b>             | <b>\$ 6,808,169</b> |
|                                       |                     |
| <b>Gain/(Loss)</b>                    | <b>\$ -</b>         |
|                                       |                     |
| Benefit Rate                          | 30.0%               |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
PROPOSED ANNUAL BUDGET 2024/25  
COMMUNITY SERVICES**

|                                       | 211                 | Housing<br>Services | E Kern Family<br>Resource<br>Center | Ridgecrest<br>Resource<br>Center | VITA                | Vaccine<br>Equity<br>Project | School<br>Community<br>Partnership | Diaper<br>Distribution<br>Pilot | KCCD<br>CERF     | Youth<br>Centers  | TOTAL                |
|---------------------------------------|---------------------|---------------------|-------------------------------------|----------------------------------|---------------------|------------------------------|------------------------------------|---------------------------------|------------------|-------------------|----------------------|
| <b>Revenue</b>                        |                     |                     |                                     |                                  |                     |                              |                                    |                                 |                  |                   |                      |
| Community Services Block Grant (CSBG) | \$ 267,826          | \$ 225,054          | \$ 47,732                           | \$ -                             | \$ 192,413          | \$ -                         | \$ -                               | \$ -                            | \$ -             | \$ 594,963        | \$ 1,327,988         |
| Other Government Revenue              | 1,299,790           | 5,580,477           | 297,799                             | 176,248                          | 1,163,056           | 48,333                       | 500,000                            | 83,333                          | 65,090           | 178,641           | 9,392,767            |
| Private Revenue                       | -                   | 1,700,000           | -                                   | -                                | -                   | -                            | -                                  | -                               | -                | -                 | 1,700,000            |
| Other Revenue                         | -                   | -                   | -                                   | -                                | -                   | -                            | -                                  | -                               | -                | -                 | -                    |
| Donations                             | -                   | -                   | -                                   | -                                | -                   | -                            | -                                  | -                               | -                | -                 | -                    |
| <b>Total Revenue</b>                  | <b>\$ 1,567,616</b> | <b>\$ 7,505,531</b> | <b>\$ 345,531</b>                   | <b>\$ 176,248</b>                | <b>\$ 1,355,469</b> | <b>\$ 48,333</b>             | <b>\$ 500,000</b>                  | <b>\$ 83,333</b>                | <b>\$ 65,090</b> | <b>\$ 773,604</b> | <b>\$ 12,420,755</b> |
| <b>Expenditures</b>                   |                     |                     |                                     |                                  |                     |                              |                                    |                                 |                  |                   |                      |
| Salaries                              | 953,639             | 2,315,320           | 187,034                             | 121,503                          | 405,470             | 8,003                        | 276,069                            | 52,252                          | 41,336           | 314,328           | 4,674,954            |
| Benefits                              | 288,127             | 714,084             | 56,762                              | 30,376                           | 80,194              | 3,430                        | 85,581                             | 16,198                          | 12,778           | 86,502            | 1,374,032            |
| Travel                                | 2,370               | 27,347              | 10,000                              | 2,000                            | 17,655              | -                            | 16,176                             | 500                             | 1,733            | 13,363            | 91,144               |
| Space Cost                            | 78,000              | 2,958,207           | 39,917                              | 9,000                            | 40,625              | -                            | 1,325                              | 4,800                           | 1,173            | 212,700           | 3,345,747            |
| Supplies                              | 45,339              | 147,500             | 200                                 | 1,500                            | 20,645              | -                            | 8,650                              | -                               | 2,151            | 24,326            | 250,311              |
| Equipment                             | -                   | -                   | -                                   | -                                | 7,000               | -                            | -                                  | -                               | -                | -                 | 7,000                |
| Consultant/Contract                   | -                   | 7,500               | -                                   | -                                | 554,153             | 32,506                       | 66,745                             | -                               | -                | 750               | 661,654              |
| Other Operating Costs                 | 75,985              | 135,650             | 15,125                              | 5,090                            | 99,944              | -                            | -                                  | 2,007                           | -                | 48,061            | 381,862              |
| Program Costs                         | -                   | 674,884             | -                                   | -                                | 53,237              | -                            | -                                  | -                               | -                | 4,300             | 732,421              |
| Depreciation                          | -                   | -                   | -                                   | -                                | -                   | -                            | -                                  | -                               | -                | -                 | -                    |
| Indirect                              | 124,156             | 525,039             | 36,493                              | 6,779                            | 76,546              | 4,394                        | 45,454                             | 7,576                           | 5,919            | 69,274            | 901,630              |
| <b>Total Expenditures</b>             | <b>\$ 1,567,616</b> | <b>\$ 7,505,531</b> | <b>\$ 345,531</b>                   | <b>\$ 176,248</b>                | <b>\$ 1,355,469</b> | <b>\$ 48,333</b>             | <b>\$ 500,000</b>                  | <b>\$ 83,333</b>                | <b>\$ 65,090</b> | <b>\$ 773,604</b> | <b>\$ 12,420,755</b> |
|                                       |                     |                     |                                     |                                  |                     |                              |                                    |                                 |                  |                   |                      |
| <b>Gain/(Loss)</b>                    | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>                         | <b>\$ -</b>                      | <b>\$ -</b>         | <b>\$ -</b>                  | <b>\$ -</b>                        | <b>\$ -</b>                     | <b>\$ -</b>      | <b>\$ -</b>       | <b>\$ -</b>          |
|                                       |                     |                     |                                     |                                  |                     |                              |                                    |                                 |                  |                   |                      |
| Benefit Rate                          | 30.2%               | 30.8%               | 30.3%                               | 25.0%                            | 19.8%               | 42.9%                        | 31.0%                              | 31.0%                           | 30.9%            | 27.5%             | 29.4%                |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
PROPOSED ANNUAL BUDGET 2024/25  
COMMUNITY SERVICES BLOCK GRANT (CSBG)**

|                                       | <b>Food Bank</b>  | <b>211</b>        | <b>E Kern</b>    | <b>VITA</b>       | <b>Youth Ctrs</b> | <b>Housing Services</b> | <b>Program Admin</b> | <b>TOTAL</b>        |
|---------------------------------------|-------------------|-------------------|------------------|-------------------|-------------------|-------------------------|----------------------|---------------------|
| <b>Revenue</b>                        |                   |                   |                  |                   |                   |                         |                      |                     |
| Community Services Block Grant (CSBG) | \$ 401,831        | \$ 267,826        | \$ 47,732        | \$ 192,413        | \$ 594,963        | \$ 225,054              | \$ 61,508            | <b>\$ 1,791,327</b> |
| Other Government Revenue              | -                 | -                 | -                | -                 | -                 | -                       | -                    | -                   |
| Private Revenue                       | -                 | -                 | -                | -                 | -                 | -                       | -                    | -                   |
| Other Revenue                         | -                 | -                 | -                | -                 | -                 | -                       | -                    | -                   |
| Donations                             | -                 | -                 | -                | -                 | -                 | -                       | -                    | -                   |
| <b>Total Revenue</b>                  | <b>\$ 401,831</b> | <b>\$ 267,826</b> | <b>\$ 47,732</b> | <b>\$ 192,413</b> | <b>\$ 594,963</b> | <b>\$ 225,054</b>       | <b>\$ 61,508</b>     | <b>\$ 1,791,327</b> |
| <b>Expenditures</b>                   |                   |                   |                  |                   |                   |                         |                      |                     |
| Salaries                              | 281,001           | 194,782           | 11,070           | 87,421            | 235,135           | 126,953                 | 29,439               | <b>965,801</b>      |
| Benefits                              | 84,300            | 48,696            | 2,214            | 19,233            | 58,784            | 35,547                  | 6,477                | <b>255,251</b>      |
| Travel                                | -                 | -                 | 4,000            | 11,000            | 5,790             | 4,500                   | 15,000               | <b>40,290</b>       |
| Space Cost                            | -                 | -                 | 15,000           | 24,400            | 206,720           | 30,079                  | -                    | <b>276,199</b>      |
| Supplies                              | -                 | -                 | 200              | 9,220             | 9,695             | 4,500                   | 3,000                | <b>26,615</b>       |
| Equipment                             | -                 | -                 | -                | -                 | -                 | -                       | -                    | -                   |
| Consultant/Contract                   | -                 | -                 | -                | 5,000             | 750               | 5,000                   | -                    | <b>10,750</b>       |
| Other Operating Costs                 | -                 | -                 | -                | 16,575            | 25,055            | 750                     | 2,000                | <b>44,380</b>       |
| Program Costs                         | -                 | -                 | -                | 3,000             | -                 | -                       | -                    | <b>3,000</b>        |
| Depreciation                          | -                 | -                 | -                | -                 | -                 | -                       | -                    | -                   |
| Indirect                              | 36,530            | 24,348            | 15,248           | 16,564            | 53,034            | 17,725                  | 5,592                | <b>169,041</b>      |
| <b>Total Expenditures</b>             | <b>\$ 401,831</b> | <b>\$ 267,826</b> | <b>\$ 47,732</b> | <b>\$ 192,413</b> | <b>\$ 594,963</b> | <b>\$ 225,054</b>       | <b>\$ 61,508</b>     | <b>\$ 1,791,327</b> |
|                                       |                   |                   |                  |                   |                   |                         |                      |                     |
| <b>Gain/(Loss)</b>                    | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>      | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>             | <b>\$ -</b>          | <b>\$ -</b>         |
|                                       |                   |                   |                  |                   |                   |                         |                      |                     |
| <b>Benefit Rate</b>                   | <b>30.0%</b>      | <b>25.0%</b>      | <b>20.0%</b>     | <b>22.0%</b>      | <b>25.0%</b>      | <b>28.0%</b>            | <b>22.0%</b>         | <b>26.4%</b>        |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
PROPOSED ANNUAL BUDGET 2024/25  
DISCRETIONARY FUND & FUND RAISING FUND**

|                                       | <b>Discretionary</b> | <b>CAPK<br/>Foundation</b> | <b>Total</b>        |
|---------------------------------------|----------------------|----------------------------|---------------------|
| <b>Revenue</b>                        |                      |                            |                     |
| Community Services Block Grant (CSBG) | \$ -                 | \$ -                       | \$ -                |
| Other Government Revenue              | -                    | -                          | -                   |
| Private Revenue                       | -                    | -                          | -                   |
| Other Revenue                         | -                    | 66,065                     | <b>66,065</b>       |
| Donations                             | 2,486                | -                          | <b>2,486</b>        |
| Transfer Released From Restriction    | (347,209)            | 347,209                    | -                   |
| <b>Total Revenue</b>                  | <b>\$ (344,723)</b>  | <b>\$ 413,274</b>          | <b>\$ 68,551</b>    |
| <b>Expenditures</b>                   |                      |                            |                     |
| Salaries                              | -                    | 199,565                    | <b>199,565</b>      |
| Benefits                              | -                    | 64,865                     | <b>64,865</b>       |
| Travel                                | -                    | 10,000                     | <b>10,000</b>       |
| Space Cost                            | 2,000                | 2,981                      | <b>4,981</b>        |
| Supplies                              | -                    | 18,850                     | <b>18,850</b>       |
| Equipment                             | -                    | -                          | -                   |
| Consultant/Contract                   | -                    | 6,000                      | <b>6,000</b>        |
| Other Operating Costs                 | 5,260                | 103,715                    | <b>108,975</b>      |
| Program Costs                         | -                    | -                          | -                   |
| Depreciation                          | (5,000)              | -                          | <b>(5,000)</b>      |
| Indirect                              | 226                  | 40,298                     | <b>40,524</b>       |
| <b>Total Expenditures</b>             | <b>\$ 2,486</b>      | <b>\$ 446,274</b>          | <b>\$ 448,760</b>   |
| <b>Fund Balance</b>                   | -                    | 33,000                     | <b>33,000</b>       |
| <b>Gain/(Loss)</b>                    | <b>\$ (347,209)</b>  | <b>\$ -</b>                | <b>\$ (347,209)</b> |
| <b>Benefit Rate</b>                   | 0.0%                 | 32.5%                      | <b>32.5%</b>        |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**PROPOSED ANNUAL BUDGET 2024/25**  
**INDIRECT FUND**

|                                       | Human<br>Resources  | Operations          | Executive         | Finance             | Community<br>Development | TOTAL                |
|---------------------------------------|---------------------|---------------------|-------------------|---------------------|--------------------------|----------------------|
| <b>Revenue</b>                        |                     |                     |                   |                     |                          |                      |
| Community Services Block Grant (CSBG) | \$ -                | \$ -                | \$ -              | \$ -                |                          | \$ -                 |
| Other Government Revenue              | -                   | -                   | -                 | -                   |                          | -                    |
| Private Revenue                       | -                   | -                   | -                 | -                   |                          | -                    |
| Other Revenue                         | -                   | -                   | -                 | -                   |                          | 10,294,232           |
| Donations                             | -                   | -                   | -                 | -                   |                          | -                    |
| <b>Total Revenue</b>                  | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>       | <b>\$ -</b>         |                          | <b>\$ 10,294,232</b> |
| <b>Expenditures</b>                   |                     |                     |                   |                     |                          |                      |
| Salaries                              | 981,292             | 1,734,146           | 429,259           | 1,888,413           | 668,781                  | 5,701,891            |
| Benefits                              | 294,388             | 468,220             | 133,070           | 472,103             | 207,322                  | 1,575,103            |
| Travel                                | 9,000               | 37,000              | 27,200            | 21,000              | 23,550                   | 117,750              |
| Space Cost                            | -                   | 180,500             | -                 | -                   | -                        | 180,500              |
| Supplies                              | 87,000              | 108,000             | 17,500            | 40,000              | 45,272                   | 297,772              |
| Equipment                             | -                   | 56,000              | -                 | -                   | 7,000                    | 63,000               |
| Consultant/Contract                   | 103,500             | 248,000             | 16,500            | 523,000             | 73,000                   | 964,000              |
| Other Operating Costs                 | 83,630              | 551,850             | 95,900            | 55,900              | 136,800                  | 924,080              |
| Program Costs                         | -                   | -                   | -                 | -                   | -                        | -                    |
| Depreciation                          | -                   | 75,000              | -                 | -                   | -                        | 75,000               |
| Indirect                              | -                   | -                   | -                 | -                   | -                        | -                    |
| <b>Total Expenditures</b>             | <b>\$ 1,558,810</b> | <b>\$ 3,458,716</b> | <b>\$ 719,429</b> | <b>\$ 3,000,416</b> | <b>\$ 1,161,725</b>      | <b>\$ 9,899,096</b>  |
|                                       |                     |                     |                   |                     |                          |                      |
| <b>Gain/(Loss)</b>                    |                     |                     |                   |                     |                          | <b>\$ 395,136</b>    |
|                                       |                     |                     |                   |                     |                          |                      |
| Benefit Rate                          | 30.0%               | 27.0%               | 31.0%             | 25.0%               | 31.0%                    | 27.6%                |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**PROPOSED ANNUAL BUDGET 2024/25**  
**INDIRECT FUND - FIVE YEAR HISTORY**

| Line Items              | FY 2019/20<br>Budget | FY 2020/21<br>Budget | FY 2021/22<br>Budget | FY 2022/23<br>Budget | FY 2023/24<br>Budget | PROPOSED<br>FY 2024/25<br>Budget | % Change<br>2024/25 Budget<br>to 2023/24<br>Budget |
|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------------------|----------------------------------------------------|
| Revenue                 | \$ 5,799,844         | \$ 6,862,349         | \$ 7,471,110         | \$ 7,917,489         | \$ 10,107,416        | \$ 10,294,232                    | 1.8%                                               |
| Expenditures            |                      |                      |                      |                      |                      |                                  |                                                    |
| Personnel Costs         |                      |                      |                      |                      |                      |                                  |                                                    |
| Salaries                | 3,070,550            | 3,601,982            | 3,983,144            | 4,342,212            | 4,684,733            | 5,701,891                        | 21.7%                                              |
| Benefits                | 756,241              | 875,486              | 931,312              | 982,302              | 1,216,557            | 1,575,103                        | 29.5%                                              |
| <i>Benefit Rate</i>     | 24.6%                | 24.3%                | 23.4%                | 22.6%                | 26.0%                | 27.6%                            |                                                    |
| Total Personnel Costs   | \$ 3,826,791         | \$ 4,477,468         | \$ 4,914,456         | \$ 5,324,514         | \$ 5,901,290         | \$ 7,276,994                     | 23.3%                                              |
|                         | 72.5%                | 71.2%                | 71.9%                | 70.0%                | 59.6%                | 73.5%                            |                                                    |
| Operating Costs         |                      |                      |                      |                      |                      |                                  |                                                    |
| Travel                  | 93,650               | 56,750               | 62,350               | 71,150               | 88,000               | 117,750                          | 33.8%                                              |
| Space Costs             | 186,800              | 193,300              | 206,370              | 215,700              | 386,450              | 255,500                          | -33.9%                                             |
| Supplies                | 166,500              | 119,400              | 150,200              | 195,000              | 264,650              | 297,772                          | 12.5%                                              |
| Equipment               | -                    | -                    | 196,000              | -                    | 200,000              | 63,000                           | -68.5%                                             |
| Consultant/Contract     | 659,100              | 1,144,066            | 956,000              | 1,288,000            | 1,049,000            | 964,000                          | -8.1%                                              |
| Other Operating Costs   | 345,050              | 298,600              | 352,750              | 511,107              | 780,300              | 924,080                          | 18.4%                                              |
| Total Operating Costs   | \$ 1,451,100         | \$ 1,812,116         | \$ 1,923,670         | \$ 2,280,957         | \$ 2,768,400         | \$ 2,622,102                     | -5.3%                                              |
|                         | 27.5%                | 28.8%                | 28.1%                | 30.0%                | 31.9%                | 26.5%                            |                                                    |
| Total Expenditures      | \$ 5,277,891         | \$ 6,289,584         | \$ 6,838,126         | \$ 7,605,471         | \$ 8,669,690         | \$ 9,899,096                     | 14.2%                                              |
| Excess Indirect Revenue | \$ 521,953           | \$ 572,765           | \$ 632,984           | \$ 312,018           | \$ 1,437,726         | \$ 395,136                       | -72.5%                                             |

| RECAP - EXPENDITURES BY<br>SUPPORT DIVISION | FY 2019/20<br>Budget | FY 2020/21<br>Budget | FY 2021/22<br>Budget | FY 2022/23<br>Budget | FY 2023/24<br>Budget | PROPOSED<br>FY 2024/25<br>Budget | % Change<br>2024/25 Budget<br>to 2023/24<br>Budget |
|---------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------------------|----------------------------------------------------|
| Operations                                  | \$ 1,355,800         | \$ 2,113,869         | \$ 2,324,790         | \$ 2,272,794         | \$ 2,952,565         | \$ 3,458,716                     | 17.1%                                              |
| Human Resources                             | 1,034,632            | 917,844              | 1,262,307            | 1,288,307            | 1,302,127            | 1,558,810                        | 19.7%                                              |
| Finance                                     | 1,563,775            | 1,757,619            | 1,786,550            | 2,256,840            | 2,550,906            | 3,000,416                        | 17.6%                                              |
| Community Development                       | 705,930              | -                    | -                    | -                    | 1,329,568            | 1,161,725                        | -12.6%                                             |
| Executive                                   | 612,204              | 1,145,335            | 1,133,815            | 1,337,079            | 534,524              | 719,429                          | 34.6%                                              |
| TOTAL                                       | \$ 5,272,341         | \$ 5,934,667         | \$ 6,507,462         | \$ 7,155,020         | \$ 8,669,690         | \$ 9,899,096                     | 14.2%                                              |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
PROPOSED ANNUAL BUDGET 2024/25  
AGENCY-WIDE - FIVE YEAR HISTORY**

| EXPENDITURES BY PROGRAM<br>SERVICE | FY 2019/20<br>Budget | FY 2020/21<br>Budget | FY 2021/22<br>Budget | FY 2022/23<br>Budget  | FY 2023/24<br>Budget  | PROPOSED<br>FY 2024/25<br>Budget | % Change<br>2024/25 Budget<br>to 2023/24<br>Budget |
|------------------------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|----------------------------------|----------------------------------------------------|
| Education                          | \$ 54,886,617        | \$ 60,024,566        | \$ 61,574,517        | \$ 61,141,000         | \$ 88,094,416         | \$ 83,721,862                    | -5.0%                                              |
| Nutrition                          | 8,687,954            | 9,221,197            | 9,378,845            | 24,852,123            | 19,219,609            | 13,545,174                       | -29.5%                                             |
| Energy Conservation                | 5,746,308            | 6,867,228            | 6,424,164            | 6,322,316             | 5,421,814             | 6,808,169                        | 25.6%                                              |
| Community Services                 | 1,549,312            | 4,715,591            | 4,764,987            | 6,414,298             | 9,562,696             | 11,092,767                       | 16.0%                                              |
| CSBG                               | 1,489,531            | 1,489,531            | 1,535,543            | 1,530,496             | 1,791,327             | 1,791,327                        | 0.0%                                               |
| Discretionary & Fund Raising       | 41,233               | 203,689              | 284,270              | 311,758               | 3,423,525             | 448,760                          | -86.9%                                             |
| COVID Response                     | -                    | -                    | 4,259,035            | 3,602,032             | -                     | -                                | 0.0%                                               |
| Total Annual Budget                | <u>\$ 72,400,955</u> | <u>\$ 82,521,802</u> | <u>\$ 88,221,361</u> | <u>\$ 104,174,023</u> | <u>\$ 127,513,387</u> | <u>\$ 117,408,059</u>            | -7.9%                                              |

| RECAP - EXPENDITURES BY<br>CATEGORY | FY 2019/20<br>Budget | FY 2020/21<br>Budget | FY 2021/22<br>Budget | FY 2022/23<br>Budget  | FY 2023/24<br>Budget  | PROPOSED<br>FY 2024/25<br>Budget | % Change<br>2024/25 Budget<br>to 2023/24<br>Budget |
|-------------------------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|----------------------------------|----------------------------------------------------|
| Salaries                            | \$ 30,816,989        | \$ 33,631,062        | \$ 38,932,538        | \$ 38,578,242         | \$ 46,717,452         | \$ 46,918,133                    | 0.4%                                               |
| Benefits                            | 9,792,653            | 10,374,228           | 11,352,568           | 11,160,531            | 14,052,314            | 14,410,922                       | 2.6%                                               |
| Travel                              | 604,666              | 814,611              | 723,003              | 721,930               | 943,184               | 995,077                          | 5.5%                                               |
| Space Cost                          | 7,496,553            | 10,436,885           | 8,378,137            | 23,204,587            | 16,448,026            | 7,373,307                        | -55.2%                                             |
| Supplies                            | 2,343,556            | 2,061,180            | 2,639,488            | 3,253,861             | 3,090,339             | 2,056,251                        | -33.5%                                             |
| Equipment                           | 99,000               | 92,760               | 291,353              | 831,379               | 1,806,455             | 595,525                          | -67.0%                                             |
| Consultant/Contract                 | 2,765,704            | 4,177,786            | 4,224,507            | 3,795,550             | 3,767,972             | 4,522,529                        | 20.0%                                              |
| Other Operating Cost                | 2,805,782            | 2,720,184            | 2,571,193            | 3,452,283             | 2,800,371             | 2,838,623                        | 1.4%                                               |
| Program Costs                       | 9,513,508            | 11,039,753           | 11,336,024           | 11,277,182            | 27,462,618            | 27,121,286                       | -1.2%                                              |
| Depreciation                        | 362,700              | 311,004              | 301,440              | 301,440               | 317,240               | 282,174                          | -11.1%                                             |
| Indirect                            | 5,799,844            | 6,862,349            | 7,471,110            | 7,597,038             | 10,107,416            | 10,294,232                       | 1.8%                                               |
| TOTAL                               | <u>\$ 72,400,955</u> | <u>\$ 82,521,802</u> | <u>\$ 88,221,361</u> | <u>\$ 104,174,023</u> | <u>\$ 127,513,387</u> | <u>\$ 117,408,059</u>            | -7.9%                                              |



## MEMORANDUM

To: Budget & Finance Committee

From: Jerry Meade, Assistant Director ~ Program

Date: February 21, 2024

Subject: *Agenda Item 4c*: Head Start Expenditure Authorization – **Action Item**

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Over the last several months, the Head Start and State Child Development Division has been preparing to relocate 141 program and administrative team members to CAPK's new Main Office located at 1300 18<sup>th</sup> Street in Bakersfield. This large group of employees were previously assigned to report to one of three different facilities: Business Park North (BPN), Kaiser, or the Angela Martinez Child Development Center. Consolidating the team to report to the one location has been thoroughly planned to ensure the least disruption for employees as well as the clients served.

The team members formerly assigned to individual offices with individual desks will transition to an environment where individual cubicle workstations will be assigned. The nineteen Head Start offices located on 18<sup>th</sup> Street 2<sup>nd</sup> floor will be limited to managers and senior leadership. This requires the acquisition of 122 new workstations for the balance of the team. Wherever possible, existing furnishings were retained to use at the new location. The balance of office furniture was repurposed at other Head Start facilities or discarded when appropriate.

The priorities set when selecting the new workstations included a commitment to a reasonable expenditure while remaining consistent in the professional work environments in the other CAPK departments at 18<sup>th</sup> Street. Additionally, efforts were made to link teams together with work pods by department, team proximity to their assigned supervisors and the inclusion of casual and formal gathering areas throughout the second floor.

When selecting the vendor for this purchase, program staff in partnership with Operations, elected to use a cooperative procurement process. The use of cooperative vendors supported a quicker turnaround time while still meeting the requirements of CAPK's Financial Policies and Procedures, as well as the regulations in which Head Start is required to follow. The selection of Indoff as the vendor also supported the goal to remain consistent with the work environments used throughout the facility. Several meetings were held with the vendor and architect to build out the 2<sup>nd</sup> floor's furnishing to meet the needs of the HS division. CAPK's Operations team was instrumental in coordinating the efforts to repurpose what was currently available and determine what needs to be purchased. A total of 141 workstations were designed and applied to the available square footage at 18<sup>th</sup> Street's 2<sup>nd</sup> floor. 122 cubicles, 19 offices, 39 additional storage solutions, 5 conference/training rooms, and 3 indoor and 1 outdoor employee lounge/wellness areas are included in the attached quote. The total cost of \$540,059.60 divided by the 141 employees to inhabit the space is \$3,830.21 per person.

The fiscal impact of this purchase, though significant, was anticipated. Program staff have designated portions of the Carry Over Funding and current year base funding to support these expenditures. Allocations were reviewed in partnership with the Finance Division to expense across HS/EHS and

KCDHS contracts as appropriate using our traditional space cost method. Items will be applied to both the Supply and Equipment categories with equipment being added CAPK's equipment inventory. The significance of this expense requires approval for the Board of Directors as it exceeds the Chief Executive Officer's spending authority.

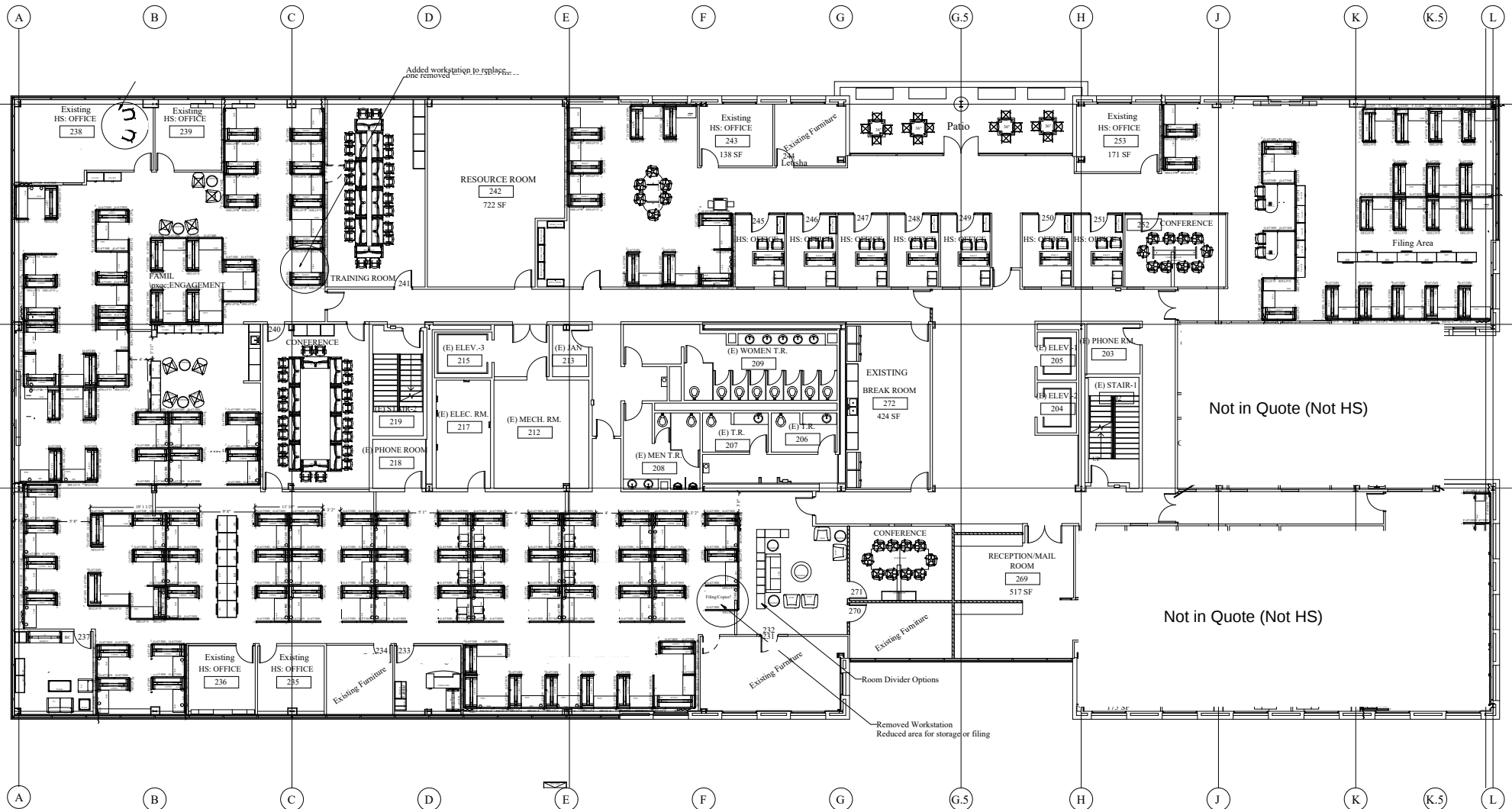
**Recommendation**

Staff recommends the Board of Directors approve the expenditure as quoted from Indoff for the Head Start program furnishings for the 18<sup>th</sup> Street facility.

**Attachments:**

*18<sup>th</sup> Street 2<sup>nd</sup> Floor Site Map*

*Indoff 2<sup>nd</sup> Floor Quote*



- 141 Total HS/HVP Staff @18th St.  
 122 Cubicles (92 HS & 30 HVP)  
 19 Offices (17 HS & 2 HVP)  
     10 New/Supplemented Furnishing (in quote)  
     9 Using Existing (not in quote)  
 39 Additional Storage Cabinets/File Drawer Furnishings  
 5 Conference/Training Rooms  
     2 Large (up to 25)  
     3 Small (up to 10)  
 3 Indoor Employee Lounge/Wellness Areas  
 1 Outdoor Employee Lounge/Wellness Areas (Durable Patio Furnishings)

Dana Miller  
Email: dana.miller@indoff.com  
Phone: 661-587-6127 Fax: 661-587-6128

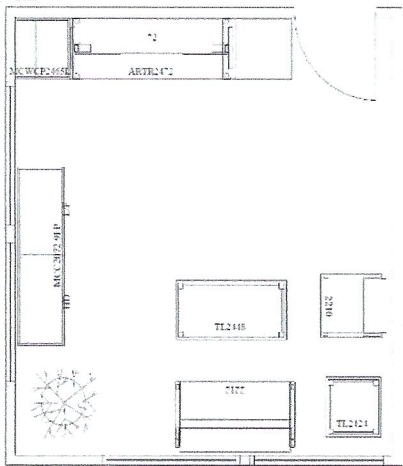
**Bill To:** Community Action Partner of Kern  
1300 18th St 3rd Fl  
Bakersfield, CA 93301

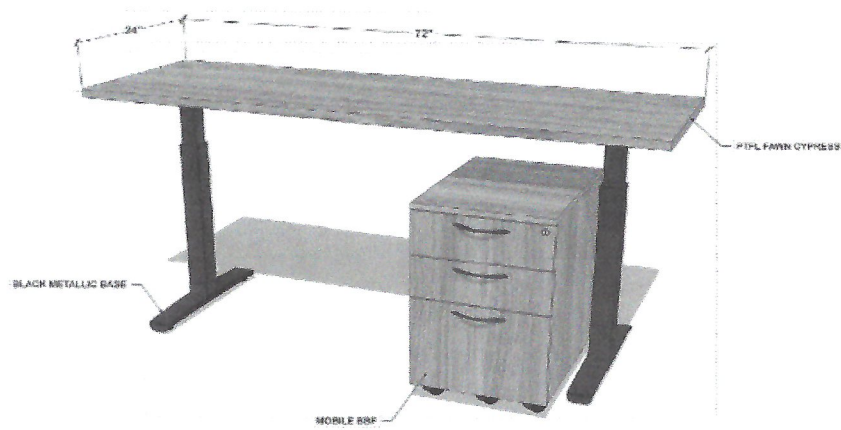
**Ship To:** Attn: Maria Contreras  
Community Action Partner of Kern  
1300 18th Street  
2nd Floor  
Bakersfield, CA 93301

| Customer     | Purchase Order Number | Department/Tag            |
|--------------|-----------------------|---------------------------|
| 403279       | Quote                 | CAPK- 2nd Floor HeadStart |
| Sales Person | Date Requested        |                           |
| Dana Miller  | 2024-01-17            |                           |

Customer Instructions

TIPS Contract Pricing  
Indoff TIPS Contract #230301

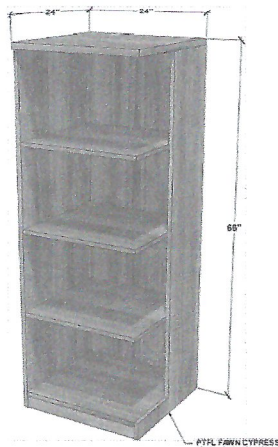
| Qty                                                                                                                                                                                        | UM | Item               | Description                                                                                                                         | Unit Price | Extended Price |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1.00                                                                                                                                                                                       | EA |                    |                                                                                                                                     | 0.00       | 0.00           |
|   <p>Fawn Cypress</p> |    |                    |                                                                                                                                     |            |                |
| 1.00                                                                                                                                                                                       | EA | HV-WS01-2472-T1-A1 | Height Adhustable Desk<br>Hover rectangular worksurface 24W x 72L. TFL with PVC edge.<br>**NO STIFFENER BAR**.<br>PTFL Fawn Cypress | 225.00     | 225.00         |
| 1.00                                                                                                                                                                                       | EA | ML-2STG-2472-BK    | Hover Boost Height Adjustable Base, 2- Segment Column<br>Quick Install, 24" Footbase, 41" to 68" Frame Length. Black                | 443.00     | 443.00         |
| 1.00                                                                                                                                                                                       | EA | SS-MBLP-1622       | MOBILE BOX/BOX/FILE PEDESTAL<br>PTFL : Cyp;ress Fawn<br>PULLS: 101BL                                                                | 761.00     | 761.00         |



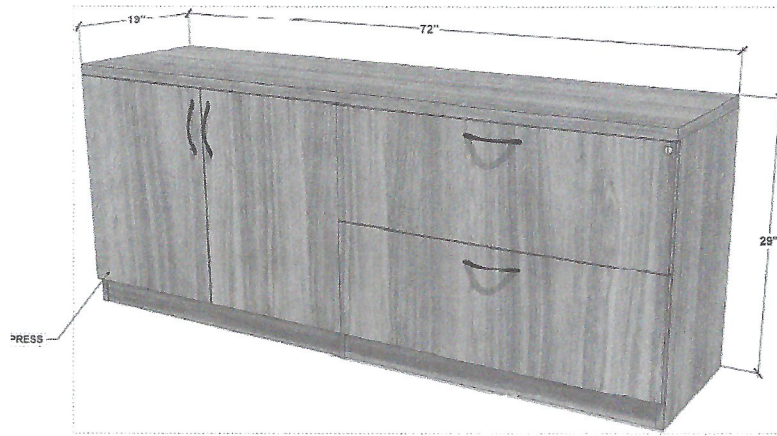
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| 1.00 | EA | SS-PSCB-2466-R-A1 | Personal Storage Cabinet<br>24Dx24Wx66H Personal Storage Cabinet Right Box-Box-File<br>Pedestal, Lock (Pedestal only ), Pulls:101BL<br>PVC Edge<br>PTFL: Cypress Fawn | 1,910.00 | 1,910.00 |
|------|----|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|



|      |    |                   |                                                                                                            |        |        |
|------|----|-------------------|------------------------------------------------------------------------------------------------------------|--------|--------|
| 1.00 | EA | SS-TSBC-2466-R-A1 | Right Square Bookcase<br>24Dx24Wx66H Square Corner Bookcase, Right Case PVC<br>Edge.<br>PTFL: Cypress Fawn | 722.00 | 722.00 |
|------|----|-------------------|------------------------------------------------------------------------------------------------------------|--------|--------|



|      |    |                 |                                                                                                                                     |          |          |
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| 1.00 | EA | SS-LFSC-1929-A1 | Storage Credenza<br>19Dx72Wx29H Double-Wide Lateral Storage Cabinet Combo<br>Lock (Lock on Lateral only), Pulls: 101BL<br>PVC Edge. | 1,686.00 | 1,686.00 |
|------|----|-----------------|-------------------------------------------------------------------------------------------------------------------------------------|----------|----------|



|      |    |           |                                                                                       |        |        |
|------|----|-----------|---------------------------------------------------------------------------------------|--------|--------|
| 1.00 | EA | MLL52-M19 | <b>Mill Lane Loveseat</b><br><b>M19 Navy Upholstery</b><br><b>Wood Legs: Espresso</b> | 299.00 | 299.00 |
|------|----|-----------|---------------------------------------------------------------------------------------|--------|--------|



|      |    |           |                                                                                      |        |        |
|------|----|-----------|--------------------------------------------------------------------------------------|--------|--------|
| 1.00 | EA | MLL51-M19 | <b>Mill Lane Chair</b><br><b>M-19 Navy Upholstery</b><br><b>Wood Legs : Espresso</b> | 239.00 | 239.00 |
|------|----|-----------|--------------------------------------------------------------------------------------|--------|--------|



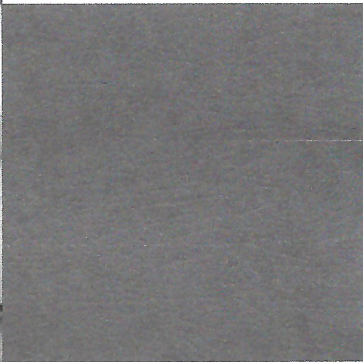
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| 1.00 | EA | CPH12 | <b>AVE SIX MID CENTURY COFFEE TABLE</b><br><b>24 X 45 WALNUT FINISH</b> | 215.00 | 215.00 |
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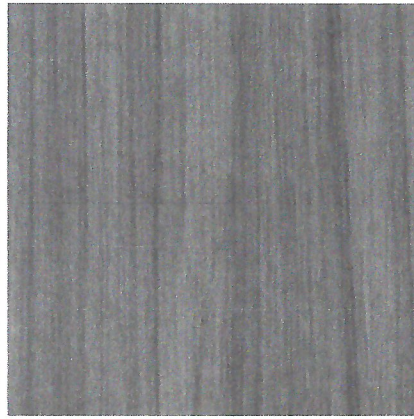
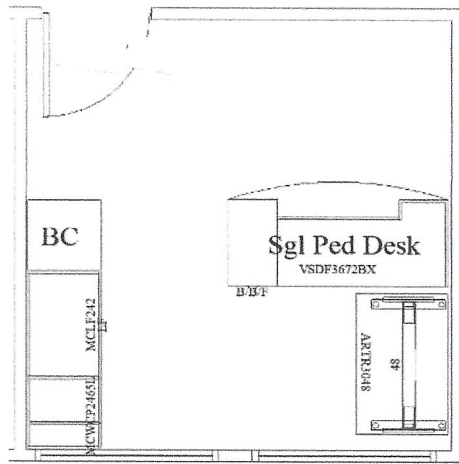
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| 1.00 | EA | CPH17 | Copenhagen Accent Table<br>21.5 x 21.5 x 20.25h<br>Walnut Finish | 132.00 | 132.00 |
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|      |    |      |                                                                                                                         |          |          |
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| 1.00 | EA |      |                                                                                                                         | 0.00     | 0.00     |
| 2.00 | EA | 6915 | Flirt Swivel Base Guest Chair<br>Black base<br>COM Upholstery: 2.25 yds ea<br>Ultra Fabric: Ultraleather 291-26875 Byou | 1,202.75 | 2,405.50 |



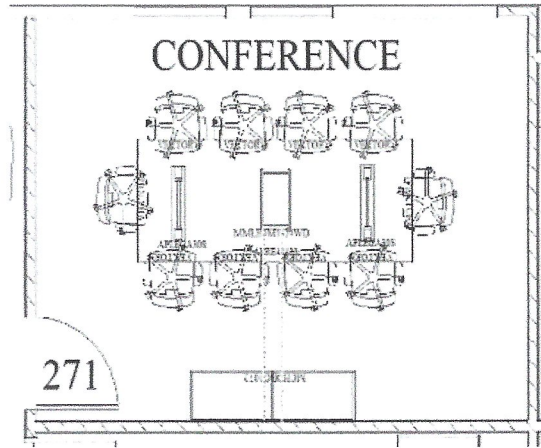
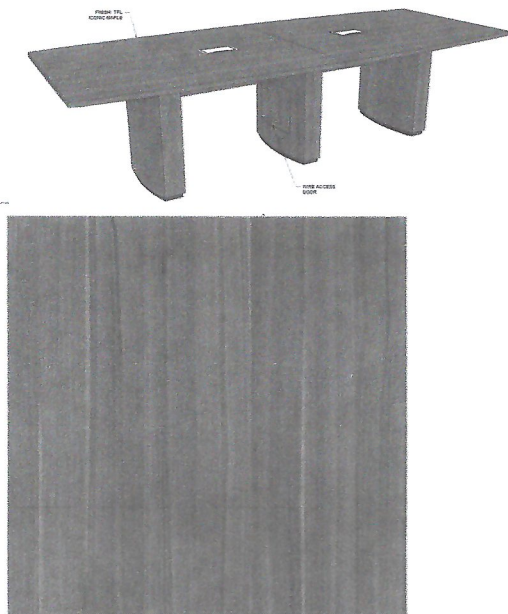
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| 1.00 | EA |  |  | 0.00 | 0.00 |
|------|----|--|--|------|------|



|      |    |                |                                                                                                                                                                                          |        |        |
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| 1.00 | EA | NAPA BOW FRONT | NAP-289-SGW 71 X 40 BOW FRONT DESK TOP SLATE GREY<br>ANP-200 GLASS MODESTY PANEL<br>NAP-265-SGW 36" BOX/BOX/FILE PEDESTAL IN SLATE GREY<br>NAP-271-SGW 36" DEEP FALL PEDESTAL SLATE GREY | 575.00 | 575.00 |
|------|----|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|



|      |    |                      |                                                                                                                 |        |        |
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| 1.00 | EA | 842T3060-S/A2EB22-SV | ELECTRIC HEIGHT ADJUSTABLE DESK<br>30 X 559 SLATE GREY LAMINATE TOP<br>2 STAGE HEIGHT ADJUSTABLE BASE IN SILVER | 479.00 | 479.00 |
| 1.00 | EA | NAP-12-SGW           | 2 DRAWER LATERAL FILE 22.5D X 36W<br>SLATE GREY                                                                 | 335.00 | 335.00 |
| 1.00 | EA | NAP-53-SGW           | OPEN BOOKCASE HUTCH<br>SLATE GREY<br>SIT ON TOP OF LATERAL FILE                                                 | 120.00 | 120.00 |
| 1.00 | EA | NAP-152-SGW          | 24W X 22.5D X 65H PERSONAL STORAGE CABINET WITH<br>BOX/BOX/FILE PEDESTAL AND WARDROBE<br>SLATE GREY             | 502.00 | 502.00 |
| 1.00 | EA |                      |                                                                                                                 | 0.00   | 0.00   |



Driftwood

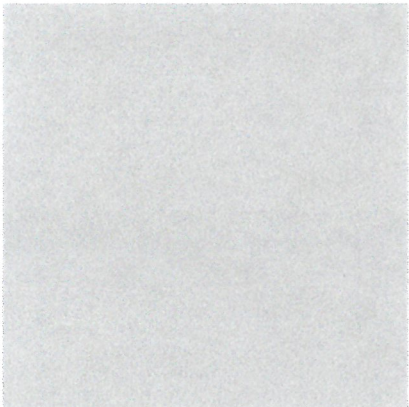
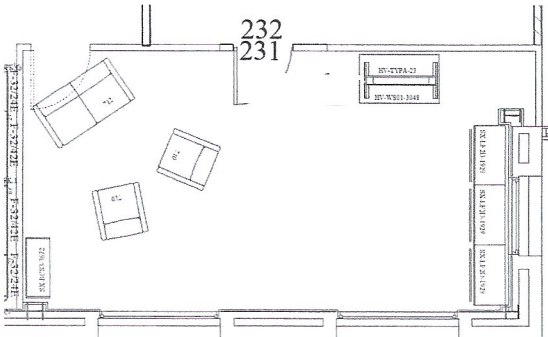
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|------|----|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 2.00 | EA | CF-BOT2-4820-T1-A1            | 42-48Dx120W' Boatshape Conference Table Top -- 2 Piece. 1-1/8' thick. 2mm PVC edge. ***Please note that grain pattern will not line up perfectly at seam*** Grommet: _____ Location: _____ TFL: Driftwood                                                                                                 | 862.00   | 1,724.00 |
| 2.00 | EA | CF-BBT3-24-120                | Boatshaped Base and Wire Management Stretcher Trough for 1, 2 or 3 Piece Table Top: 48Wx120L. Bases: (3) Size: 24"W . Stretcher: (2) Size: 28-1/2"L ***DM CS: Check with customer to add Options for Access Door (OP-CONF-57) and/or Horseshoe Cutout (OP-CONF-NOTCH). Option is PER BASE. TFL: Driftwood | 2,043.50 | 4,087.00 |
| 2.00 | EA | OP-CONF-57                    | Add Wire Access Door to Boatshape Base                                                                                                                                                                                                                                                                    | 133.50   | 267.00   |
| 4.00 | EA | AC-DPGR-72-BK                 | 9" Recessed-Power/USB/Data;2-Outlets above/1-Outlet below/2-USB; Cut-Out/s for: 1-Interface Plate/2-Keystone Opening; Add-On/s: Jacks not included; Cord: 144"L/15A; MPN: ACT-21U-S-144; Finish: Black; DM NOTES: *Stand-Alone* Cut-Out Size: 8.50"X4.75" CUT16                                           | 520.00   | 2,080.00 |
| 4.00 | EA | AC-ELV2-HDMI-B                | Accessories-HDMI JACK; Black. MPN: HDMI-KEY-B                                                                                                                                                                                                                                                             | 47.50    | 190.00   |
| 1.00 | EA | SX-STDB-1972-A1<br>* CONF 271 | 19 x 72 4 Door Credenza TFL: Driftwood Pulls 101BL                                                                                                                                                                                                                                                        | 1,235.00 | 1,235.00 |
| 1.00 | EA | CF-RTR1-4284-??-??            | 42 x 84 Racetrack conference table top TFL: Driftwood Edge H1A1                                                                                                                                                                                                                                           | 695.00   | 695.00   |
| 1.00 | EA | CF-BPS2-20-84                 | Torrance Base TFL: Driftwood                                                                                                                                                                                                                                                                              | 286.00   | 286.00   |

|       |    |                                                           |                                                                                                                                    |        |          |
|-------|----|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------|----------|
| 26.00 | EA | 1203 BK2 MB MC21 US<br>FC1 VG2ARO<br>* 271-10, 252-10, 6- | MODEL # 1203 BK2 MB MC21 US FC1 VG2 AR0 T BT1 BC1<br>CH1 CS5 KD<br>HEXY HIGH BACK<br>GREY MESH BACK<br>BLACK VINYL SEAT<br>NO ARMS | 285.00 | 7,410.00 |
|-------|----|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------|----------|

1203 BK2 MB MC21 US FC1 VG2ARO



|      |    |  |  |      |      |
|------|----|--|--|------|------|
| 1.00 | EA |  |  | 0.00 | 0.00 |
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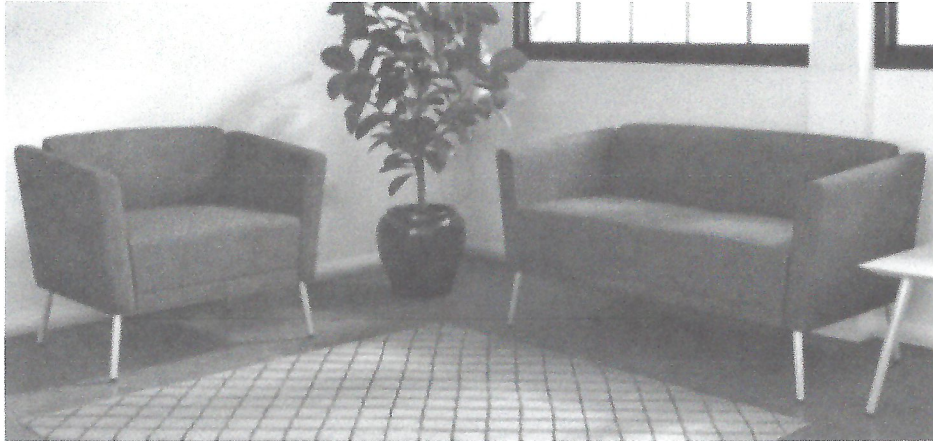
French Grey\*



Silverwood

|      |    |                    |                                                                                                                                       |        |        |
|------|----|--------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| 1.00 | EA | ML-2STG-2472-BK    | Hover Boost Height Adjustable Base, 2- Segment Column<br>Quick Install, 24" Footbase, 41" to<br>68" Frame Length. Black               | 443.00 | 443.00 |
| 1.00 | EA | HV-WS01-3048-T1-A1 | Height Adhustable Desk<br>Hover rectangular worksurface 30D X 48W . TFL with PVC<br>edge.<br>**NO STIFFENER BAR**.<br>PTFL Silverwood | 237.00 | 237.00 |

|      |    |                 |                                                                                                                                            |          |          |
|------|----|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 1.00 | EA | SS-BCSE-3672-A  | Bookcase 12"d x 36w x 72h<br>TFL: Silverwood                                                                                               | 551.00   | 551.00   |
| 3.00 | EA | SS-LF2D-1929-A1 | Storage Credenza<br>19Dx36W x29H 2 Drawer lateral file<br>with Lock<br>Pulls: 101BL<br>Top TFL: Silverwood Premium<br>Chassis: French Grey | 766.00   | 2,298.00 |
| 2.00 | EA | 2301            | BREEZE LOUNGE CHAIR<br>BLACK LEGS<br>GRADE 6 FAB RIC: TBD                                                                                  | 1,102.50 | 2,205.00 |
| 1.00 | EA | 2302            | BREEZE LOVESEAT<br>BLACK LEGS<br>GRADE 6 FAB RIC: TBD                                                                                      | 1,750.50 | 1,750.50 |



|      |    |                 |                                                               |      |      |
|------|----|-----------------|---------------------------------------------------------------|------|------|
| 1.00 | EA | PATIO FURNITURE | THE FOLLOWING IS THE LIST OF FURNITURE FOR 2DN<br>FLOOR PATIO | 0.00 | 0.00 |
|------|----|-----------------|---------------------------------------------------------------|------|------|



Slate Gray Texawood Finish (Seascape)  
GY

Black  
BKN

|      |    |        |                                                                                                                |          |          |
|------|----|--------|----------------------------------------------------------------------------------------------------------------|----------|----------|
| 4.00 | EA | M82042 | SEASCAPE 6' BENCH WITH BACK AND ARMS<br>* PORTABLE<br>BKN- BLACK METAL FINISH<br>GY- SLAT GREY TEXAWOOD LUMBER | 1,039.66 | 4,158.64 |
|------|----|--------|----------------------------------------------------------------------------------------------------------------|----------|----------|

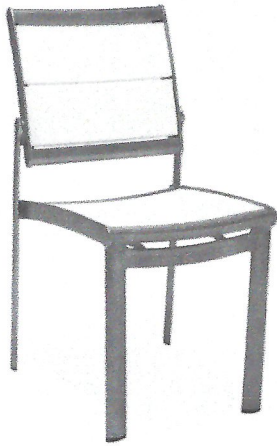


16.00 EA M82010

SEASCAPE ARMLESS SIDE CHAIR, STACKING  
BKN- BLACK METAL FINISH  
GY- SLAT GREY TEXAWOOD LUMBER

377.95

6,047.20

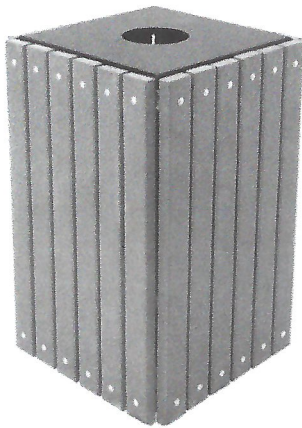


2.00 EA TRSQ-32-GRY

32 Gal Trash Receptacle  
Grey Recycled Plastic planks  
(2) PFT-32-TRSQ Black powder coated Lids  
(2) PL-32 32 Gal plastic liner

1,514.00

3,028.00



4.00 EA M82036-ST

SEASCAPE 36" SQUARE DINING TABLE WITH UMBRELLA  
HOLE  
BKN- BLACK METAL FINISH  
GY- SLAT GREY TEXAWOOD LUMBER

496.49

1,985.96

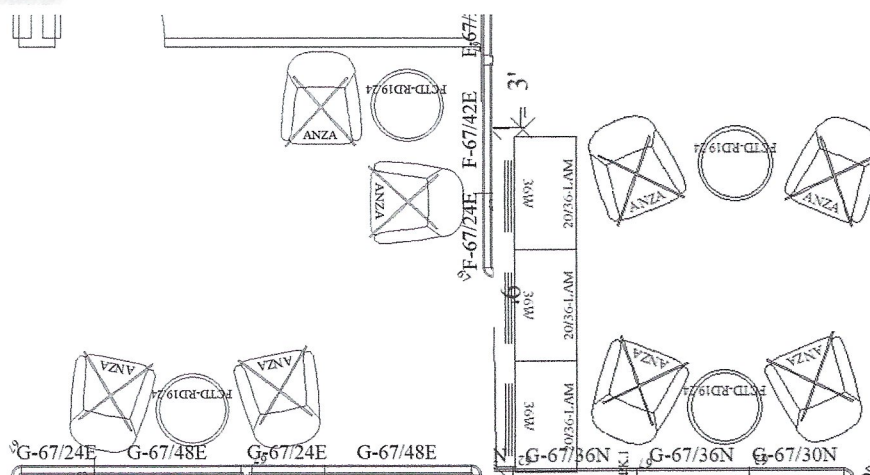


1.00 EA OPEN OFFICE  
STORAGE AND FILING

0.00

0.00

|       |    |                          |                                                                                                                                                                                       |        |          |
|-------|----|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|
| 7.00  | EA | CG-12F4                  | 42w x 18-14d x 65-7/8h DBL DOOR STORAGE CABINET<br>4 ADJUSTABLE SHELVES<br>PULL OPTION : A FULL PULL<br>FINISH: 0257 HM-LIGHT GREY<br>STANDARD LOCK<br>(2 Keyed alike, 5-keyed alike) | 849.55 | 5,946.85 |
| 4.00  | EA | CG-07F2                  | 30W X 18-1/4D X 51-38H DBL DOOR STORAGE CABINET<br>3 ADJUSTABLE SHELVES<br>PULL OPTION : A FULL PULL<br>FINISH: 0257 HM-LIGHT GREY<br>STANDARD LOCK<br>KEYED ALIKE                    | 620.75 | 2,483.00 |
| 1.00  | EA | FACTORY FREIGHT          | SHIPPING ON STORAGE CABINETS                                                                                                                                                          | 425.00 | 425.00   |
| 3.00  | EA | FLFSQP-3-36-MET 4        | 3 DRAWER LATERAL FILE<br>36W X 20D X 40H<br>FINISH: LIGHT GRAY<br>KEYED ALIKE                                                                                                         | 575.00 | 1,725.00 |
| 12.00 | EA | FLFSQP-4-36-MET          | 4 DRAWER LATERAL FILE<br>36W X 20D X 51.5H<br>BAR PULL<br>FINISH: LG LIGHT GRAY<br>KEYED ALIKE                                                                                        | 705.00 | 8,460.00 |
| 7.00  | EA | FLFSQP-3-42-MET.....     | 3 DRAWER LATERAL FILE<br>42W X 20D X 40H<br>FINISH: LG LIGHT GRAY<br>KEYED ALIKE                                                                                                      | 622.00 | 4,354.00 |
| 15.00 | EA | FLFCW-36                 | COUNTER WEIGHT FOR 36" LATERALS                                                                                                                                                       | 32.00  | 480.00   |
| 7.00  | EA | FLFCW-42                 | COUNTER WEIGHT FOR 42" WIDE LATERAL FILE                                                                                                                                              | 32.00  | 224.00   |
| 78.00 | EA | FFB                      | FRONT TO BACK FILE BARS FOR LATERAL FILES                                                                                                                                             | 8.00   | 624.00   |
| 6.00  | EA | FLFSQTOP.2072            | LAMINATE TOP FOR LATERAL FILE<br>20D X 72W (FIT OVER 2 36" LATERALS)<br>LAMINATE: ARCTIC                                                                                              | 165.75 | 994.50   |
| 3.00  | EA | FLFSQTOP.2036            | LAMINATE TOP FOR LATERAL FILE<br>20D X 36W<br>LAMINATE: ARCTIC                                                                                                                        | 84.75  | 254.25   |
| 7.00  | EA | FLFSQTOP.2042.....       | 20"x 42" Lateral File Laminate Top...<br>LAMINATE: ARCTIC                                                                                                                             | 93.25  | 652.75   |
| 1.00  | EA | EMPLOYEE LOUNGE<br>AREAS |                                                                                                                                                                                       | 0.00   | 0.00     |



|      |    |                     |                                                                                                            |        |          |
|------|----|---------------------|------------------------------------------------------------------------------------------------------------|--------|----------|
| 8.00 | CR | FAR-SYS-CH-06-STEEL | JEST LOUNGE CHAIR WITH METAL Y-BASE<br>BASE IN SILVER<br>UPHOLSTERY: HARRISON STEEL<br><br>( 2 PER CARTON) | 959.00 | 7,672.00 |
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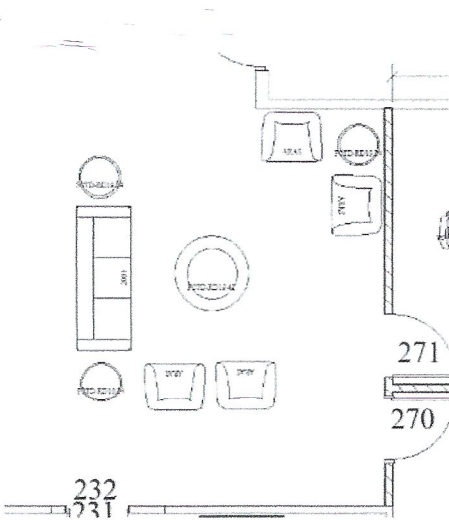
PF1001-4  
STEEL

|      |    |                  |                                                                                                 |        |          |
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| 4.00 | EA | FCTD-RD19.24 MET | Disc Base Table, 19"H, 24" Round<br>Top M28 Arctic E31<br>PVC: Arctic MET<br>Brushed Metal Base | 373.00 | 1,492.00 |
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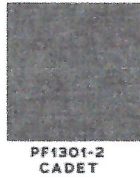
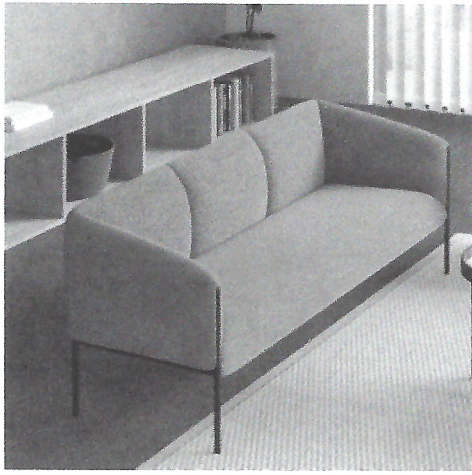


M28  
ARCTIC

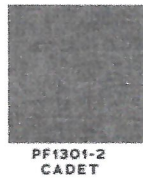
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| 1.00 | EA |  |  | 0.00 | 0.00 |
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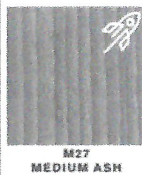
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|------|----|-------------------|----------------------------------------------------------------------|----------|----------|
| 1.00 | EA | FL7106-3 PF1301-2 | Aras 3 seater Sofa<br>Black legs<br>upholstery PF1301-2 Cadet (Blue) | 1,722.00 | 1,722.00 |
|------|----|-------------------|----------------------------------------------------------------------|----------|----------|



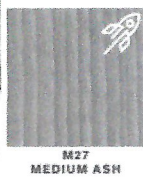
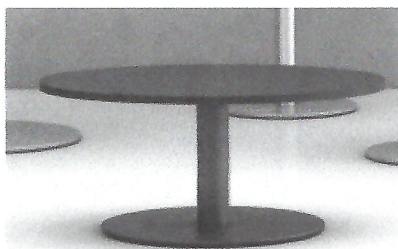
|      |    |               |                                                                       |        |          |
|------|----|---------------|-----------------------------------------------------------------------|--------|----------|
| 4.00 | EA | F711 PF1301-2 | Alder Lounge chair<br>Black frame<br>Upholstery PF1301-2 Cadet (Blue) | 649.00 | 2,596.00 |
|------|----|---------------|-----------------------------------------------------------------------|--------|----------|



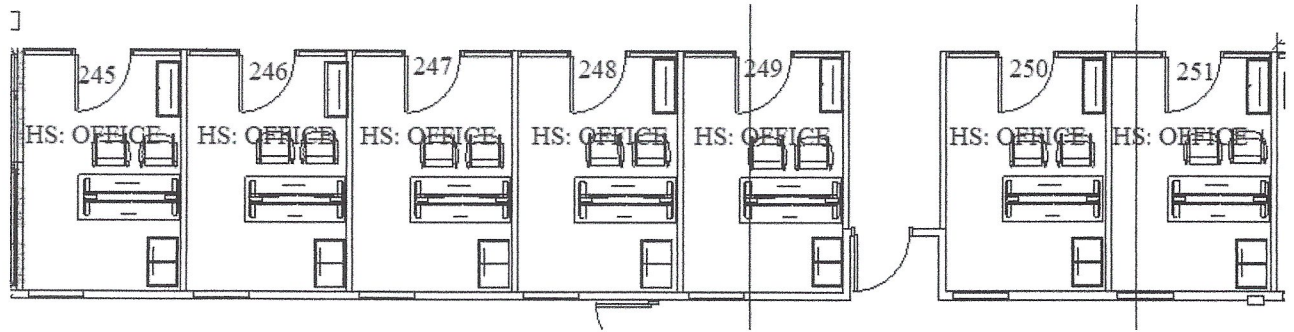
|      |    |                 |                                                                                                       |        |        |
|------|----|-----------------|-------------------------------------------------------------------------------------------------------|--------|--------|
| 3.00 | EA | FCTD-RD19.24 MB | Disc Base Table, 19"H, 24" Round<br>Top M28 Arctic E31<br>PVC: M27 Medium Ash<br>Base : Matte Back MB | 323.91 | 971.73 |
|------|----|-----------------|-------------------------------------------------------------------------------------------------------|--------|--------|



|      |    |                   |                                                                                    |        |        |
|------|----|-------------------|------------------------------------------------------------------------------------|--------|--------|
| 1.00 | EA | FCTD-OV19.3042 MB | Oval Disc base coffee table<br>30" x 42"<br>Medium Ash Lam<br>MB- Matte Black base | 454.61 | 454.61 |
|------|----|-------------------|------------------------------------------------------------------------------------|--------|--------|



|      |    |  |  |      |      |
|------|----|--|--|------|------|
| 1.00 | EA |  |  | 0.00 | 0.00 |
|------|----|--|--|------|------|



|      |    |            |                                                                                                                                                                                                 |        |          |
|------|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|
| 7.00 | EA | FD-PLF-CTM | * CUSTOM LAMINATE COMBINATION PEDESTAL<br>20D X 32W X 27.75H<br>UPPER LEFT BOX/BOX DRAWERS, UPPER RIGHT FILE<br>DRAWER<br>LOWER LATERAL FILE DRAWER<br>LAMINATE: MEDIUM ASH<br>SILVER BAR PULLS | 645.00 | 4,515.00 |
|------|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|

|      |    |         |                                                                    |        |          |
|------|----|---------|--------------------------------------------------------------------|--------|----------|
| 9.00 | EA | BJ-S-AB | * CUSTOM QUOTE 8121<br>Axiom Mid Back Guest Chair, Black, BOX of 2 | 473.72 | 4,263.48 |
|------|----|---------|--------------------------------------------------------------------|--------|----------|

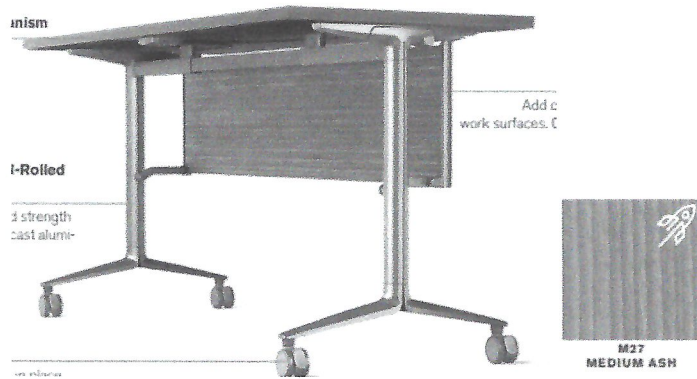


|       |    |                                   |                                                                                                              |        |          |
|-------|----|-----------------------------------|--------------------------------------------------------------------------------------------------------------|--------|----------|
| 7.00  | EA | FSQAHBT-24-2<br>24/66T-2          | 2 Stage Height Adjustable Table Base, 24"D T-Leg, StraightSV<br>FIN: Silver                                  | 377.14 | 2,639.98 |
| 7.00  | EA | FD-BC-5-36-B                      | CLASSIC BOOKCASE, Base, 4 shelves (3 adjustable),<br>36Wx69HM27 Medium Ash M27 M27 Medium Ash M27            | 466.18 | 3,263.26 |
| 7.00  | EA | FDRWS.3066                        | 30"D x 66"W Dash WS TOP ONLY, for My-Hite baseM27 LAM:<br>Medium Ash E30 PVC: Medium Ash DNA1 Does Not Apply | 169.00 | 1,183.00 |
| 1.00  | EA | TRAINING ROOMS                    |                                                                                                              | 0.00   | 0.00     |
| 20.00 | EA | FD00312ECUSH-BU<br>TRAINING ROOMS | Soleil Nesting Chair,<br>Black Frame with Grey Cushion,<br>BOX of 2                                          | 406.64 | 8,132.80 |

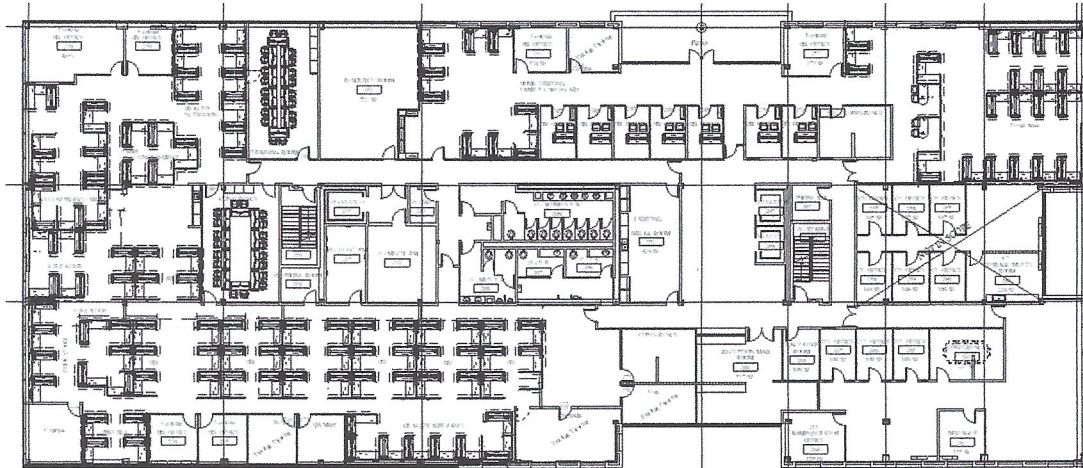


Black

|       |    |                                   |                                                                                                              |        |           |
|-------|----|-----------------------------------|--------------------------------------------------------------------------------------------------------------|--------|-----------|
| 20.00 | EA | FCTTCB<br>TRAINING ROOMS          | Nesting Table Connecting Brackets, Pair                                                                      | 11.70  | 234.00    |
| 20.00 | EA | FCTTB-MOD.2460<br>TRAINING TABLES | Lune Nesting Table with Modesty,<br>24"D x 60"<br>WM27 Medium Ash<br>E30 PVC: Medium Ash<br>GM Gunmetal Base | 579.28 | 11,585.60 |



|      |    |                         |      |      |
|------|----|-------------------------|------|------|
| 1.00 | EA | CUBICLES AND COMPONENTS | 0.00 | 0.00 |
|------|----|-------------------------|------|------|



|        |    |                                          |                                                                                                                                                                                           |        |           |
|--------|----|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
| 119.00 | EA | FD-PMF-CTM<br>* DRAWERS FOR ALL CUBICLES | * CUSTOM METAL COMBINATION PEDESTAL<br>20D X 32W X 27.75H<br>UPPER LEFT BOX/BOX DRAWERS, UPPER RIGHT FILE<br>DRAWER<br>LOWER LATERAL FILE DRAWER<br>PAINT: LIGHT GRAY<br>SILVER BAR PULLS | 535.00 | 63,665.00 |
| 28.00  | EA | F2BPE<br>F2BPE                           | * CUSTOM QUOTE 8121<br>Base Power Entry Direct Connect, 4-circuit                                                                                                                         | 108.48 | 3,037.44  |
| 62.00  | EA | F2CPK.1<br>F2CPK.1                       | Pass-Through Festoon 23" Long 4-Circuit                                                                                                                                                   | 31.44  | 1,949.28  |
| 1.00   | EA | F2DRCHS.27<br>27.COH                     | Draw Rod, Change of Height, 27"H                                                                                                                                                          | 11.04  | 11.04     |
| 54.00  | EA | FDR.27<br>27                             | Draw Rod, 27"H                                                                                                                                                                            | 5.76   | 311.04    |
| 190.00 | EA | FDR.62<br>62                             | Draw Rod, 62"H                                                                                                                                                                            | 7.44   | 1,413.60  |
| 4.00   | EA | FWASB.54<br>FWASB.54                     | Anti-Sag Bar, 54" wide                                                                                                                                                                    | 36.72  | 146.88    |
| 119.00 | EA | FSQAHBT-24-2<br>24/66T-2                 | 2 Stage Height Adjustable Table Base, 24"D T-Leg, StraightSV<br>FIN: Silver                                                                                                               | 377.14 | 44,879.66 |
| 18.00  | EA | F24W.67<br>67                            | 4-Way 90 DEG. Connector Post Hard Surface, 67"H LG PAINT:<br>Light Gray                                                                                                                   | 87.84  | 1,581.12  |
| 122.00 | EA | F2DPP<br>DPP                             | Data Port PlateSV PAINT: Silver                                                                                                                                                           | 14.64  | 1,786.08  |
| 121.00 | EA | F2RECP4.II<br>2                          | Receptacle 4-Circuit, circuit IILG BASE: Light Gray                                                                                                                                       | 8.88   | 1,074.48  |

|        |    |                          |                                                                                                                                                                                                                                                                                    |        |          |
|--------|----|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|
| 121.00 | EA | F2RECP4.III<br>4         | Receptacle 4-Circuit, circuit III, (dedicated)LG BASE: Light Gray                                                                                                                                                                                                                  | 8.88   | 1,074.48 |
| 90.00  | EA | FFECH<br>FFECH           | Finished End Change of Height, for Connector, 48"H x 1 3/4"WLG PAINT: Light Gray                                                                                                                                                                                                   | 6.00   | 540.00   |
| 1.00   | EA | FFECHP.35<br>35H         | 35" Finished End Change of Height, For Panel to PanelLG PAINT: Light Gray                                                                                                                                                                                                          | 19.20  | 19.20    |
| 3.00   | EA | F22W.32<br>32            | 2-Way 90 DEG. Connector Post Hard Surface, 32"H LG PAINT: Light Gray LG BASE: Light Gray                                                                                                                                                                                           | 34.32  | 102.96   |
| 146.00 | EA | F22W.67<br>67            | 2-Way 90 DEG. Connector Post Hard Surface, 67"H LG PAINT: Light Gray LG BASE: Light Gray                                                                                                                                                                                           | 43.68  | 6,377.28 |
| 69.00  | EA | F23W.67<br>67            | 3-Way 90 DEG. Connector Post Hard Surface, 67"H LG PAINT: Light Gray LG BASE: Light Gray                                                                                                                                                                                           | 67.92  | 4,686.48 |
| 10.00  | EA | F2FE.32<br>32            | Finished End, 32"H LG PAINT: Light Gray LG BASE: Light Gray                                                                                                                                                                                                                        | 16.08  | 160.80   |
| 149.00 | EA | F2FE.67<br>67            | Finished End, 67"H LG PAINT: Light Gray LG BASE: Light Gray                                                                                                                                                                                                                        | 19.44  | 2,896.56 |
| 2.00   | EA | FSEDSP.3060L<br>30/60    | Square Edge D-Shaped Peninsula Worksurface, 29"H x 60"W x 30"M28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray                                                                                                                                                                 | 193.20 | 386.40   |
| 6.00   | EA | FSEWWS.2436L<br>24/36    | Square Edge Rectangular Worksurface, 36"W x 24"D28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray                                                                                                                                                                               | 85.92  | 515.52   |
| 40.00  | EA | FSEWWS.2442L<br>24/42    | Square Edge Rectangular Worksurface, 42"W x 24"D28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray                                                                                                                                                                               | 106.56 | 4,262.40 |
| 68.00  | EA | FSEWWS.2448L<br>24/48    | Square Edge Rectangular Worksurface, 48"W x 24"D28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray                                                                                                                                                                               | 108.48 | 7,376.64 |
| 4.00   | EA | FSEWWS.2460L<br>24/60    | Square Edge Rectangular Worksurface, 60"W x 24"D28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray                                                                                                                                                                               | 135.12 | 540.48   |
| 7.00   | EA | FSEWWS.2466L<br>24/66    | Square Edge Rectangular Worksurface, 66"W x 24"D28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray                                                                                                                                                                               | 151.68 | 1,061.76 |
| 1.00   | EA | FSRWS.2370<br>23/70      | 23"D x 70"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White                                                                                                        | 152.64 | 152.64   |
| 1.00   | EA | FSRWS.2382<br>23/82      | 23"D x 82"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White                                                                                                        | 183.84 | 183.84   |
| 49.00  | EA | F2FAPA.3224E<br>F-32/24E | Fabric Covered Panel Electrical, 32"H x 24"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 146.88 | 7,197.12 |
| 5.00   | EA | F2FAPA.3230E<br>F-32/30E | Fabric Covered Panel Electrical, 32"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 157.20 | 786.00   |
| 1.00   | EA | F2FAPA.3230N<br>F-32/30N | Fabric Covered Panel Non-Electrical, 32"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud | 113.28 | 113.28   |
| 4.00   | EA | F2FAPA.3236E<br>F-32/36E | Fabric Covered Panel Electrical, 32"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 171.60 | 686.40   |
| 1.00   | EA | F2FAPA.3236N<br>F-32/36N | Fabric Covered Panel Non-Electrical, 32"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud | 127.92 | 127.92   |

|        |    |                          |                                                                                                                                                                                                                                                                                                   |        |           |
|--------|----|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
| 29.00  | EA | F2FAPA.3242E<br>F-32/42E | Fabric Covered Panel Electrical, 32"H x 42"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                    | 178.80 | 5,185.20  |
| 17.00  | EA | F2FAPA.3248E<br>F-32/48E | Fabric Covered Panel Electrical, 32"H x 48"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                    | 185.76 | 3,157.92  |
| 1.00   | EA | F2FAPA.3260E<br>F-32/60E | Fabric Covered Panel Electrical, 32"H x 60"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                    | 219.36 | 219.36    |
| 2.00   | EA | F2FAPA.6724E<br>F-67/24E | Fabric Covered Panel Electrical, 67"H x 24"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                    | 179.28 | 358.56    |
| 1.00   | EA | F2FAPA.6730N<br>F-67/30N | Fabric Covered Panel Non-Electrical, 67"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                | 152.40 | 152.40    |
| 1.00   | EA | F2FAPA.6736N<br>F-67/36N | Fabric Covered Panel Non-Electrical, 67"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                | 176.88 | 176.88    |
| 1.00   | EA | F2FAPA.6742E<br>F-67/42E | Fabric Covered Panel Electrical, 67"H x 42"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                    | 232.08 | 232.08    |
| 4.00   | EA | F2FAPA.6748E<br>F-67/48E | Fabric Covered Panel Electrical, 67"H x 48"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud                    | 244.08 | 976.32    |
| 1.00   | EA | FSRWS.2358<br>23/58      | 23"D x 58"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White                                                                                                                       | 131.76 | 131.76    |
| 114.00 | EA | FSRWS.2364<br>23/64      | 23"D x 64"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White                                                                                                                       | 148.80 | 16,963.20 |
| 2.00   | EA | FSRWS.2370<br>23/70      | 23"D x 70"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White                                                                                                                       | 152.64 | 305.28    |
| 54.00  | EA | F2PGPA.6724E<br>G-67/24E | Partial-Glazed Panel Electrical 67"H x 24"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 241.68 | 13,050.72 |
| 123.00 | EA | F2PGPA.6724N<br>G-67/24N | Partial-Glazed Panel Non-Electrical 67"H x 24"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud | 197.52 | 24,294.96 |

|        |    |                          |                                                                                                                                                                                                                                                                                                   |                 |            |
|--------|----|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|
| 9.00   | EA | F2PGPA.6730E<br>G-67/30E | Partial-Glazed Panel Electrical 67"H x 30"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 258.48          | 2,326.32   |
| 124.00 | EA | F2PGPA.6730N<br>G-67/30N | Partial-Glazed Panel Non-Electrical 67"H x 30"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud | 214.80          | 26,635.20  |
| 20.00  | EA | F2PGPA.6736E<br>G-67/36E | Partial-Glazed Panel Electrical 67"H x 36"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 300.00          | 6,000.00   |
| 121.00 | EA | F2PGPA.6736N<br>G-67/36N | Partial-Glazed Panel Non-Electrical 67"H x 36"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud | 256.32          | 31,014.72  |
| 9.00   | EA | F2PGPA.6742E<br>G-67/42E | Partial-Glazed Panel Electrical 67"H x 42"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 312.00          | 2,808.00   |
| 32.00  | EA | F2PGPA.6748E<br>G-67/48E | Partial-Glazed Panel Electrical 67"H x 48"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 336.72          | 10,775.04  |
| 1.00   | EA | F2PGPA.6748N<br>G-67/48N | Partial-Glazed Panel Non-Electrical 67"H x 48"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud | 293.04          | 293.04     |
| 3.00   | EA | F2PGPA.6760E<br>G-67/60E | Partial-Glazed Panel Electrical 67"H x 60"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud     | 384.24          | 1,152.72   |
| 1.00   | EA | F2PGPA.6760N<br>G-67/60N | Partial-Glazed Panel Non-Electrical 67"H x 60"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud | 340.32          | 340.32     |
| 1.00   | EA | RDI                      | RECEIVE, DELIVER AND INSTALL<br>WILL CALL OF SOUTHERN CA VENDORS<br>RECEIVE DEDICATED TRUCKS FROM VENDORS<br>SHIPPING DIRECT TO INSTALL SITE<br>CURB SIDE DELIVERY AND RECEIVING<br>INSTALLATION ESTIMATED TIME 2 WEEKS FROM TIME<br>PRODUCT IS RECEIVED AND<br>STAGED INSIDE THE BUILDING.       | 69,500.00       | 69,500.00  |
|        |    |                          |                                                                                                                                                                                                                                                                                                   | Sub-total       | 504,229.39 |
|        |    |                          |                                                                                                                                                                                                                                                                                                   | * Estimated Tax | 35,830.21  |

**60 Month Financing is available with monthly payments as low as \$10,564.11 per month  
(rates and terms contingent upon credit and documentation approval)  
Apply here (<https://www.indoff.com/lease>), contact your Sales Partner  
or call Zac Cooper with Indoff Capital at 314.635.2406**

Due to the current trade tariff environment, prices quoted are accurate as of the date of this quote. The current tariff environment may lead to a change in pricing with little or no notification. We will endeavor to update pricing as we are made aware of any tariff changes; we will confirm pricing at your order date prior to finalizing the order with our factories.

**\*\* Important Notification \*\***

Due to constant price increases in the supply chain, Indoff quotes are valid for 30 days from date quoted.

Acceptance Signature required prior to ordering  
email [dana.miller@indoff.com](mailto:dana.miller@indoff.com)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date Accepted

\* Tax will be calculated on rates in effect at the date of invoice and may change from the amount stated on this quote.



## MEMORANDUM

To: Board of Directors  


From: Kelly Lowery, Food Bank Program Administrator

Date: February 21, 2024

Subject: *Agenda Item 4d*: FY 2024-25 Blanket Purchase Orders for Food Bank – **Action Item**

### Background

In January 2023, the CAPK Food Bank pantry program had 119 agency partners participating. Today, there are 158. As a result of the growth of this program, we must procure large amounts of food to supplement the donations we receive. On average, we spend more than \$100,000 each month to ensure enough resources are available to our agency partners.

We have established working relationships with certain vendors including but not limited to Cal Food Logistics, California Association of Food Banks, I Deal Specialties, Grimmway Farms, and LA Foods which expand our purchasing position by specializing in serving the food bank industry allowing resources to go further. These vendors understand the food bank industry and can assist in identifying products that are eligible for specific grant funding.

The following are requested amounts for BPO approval for each vendor for the fiscal year 24-25:

|                               |             |
|-------------------------------|-------------|
| Cal Food Logistics:           | \$1,300,000 |
| I Deal Specialties:           | \$750,000   |
| CA Association of Food Banks: | \$350,000   |
| Grimmway Enterprises:         | \$250,000   |

### Fiscal Impact

All food procurement for the pantry program described above is fully funded with grant funding. There are two main sources used for this purpose. The first is the Cal Foods grant through CDSS. The second is a group of grants provided by the Wonderful Company. As a result, there is no fiscal impact beyond the cash flow impact resulting from the time between purchases and the quarterly reimbursement (Cal Food grant).

### Recommendation:

Staff recommends that the Board of Directors approve blanket purchase orders in the abovementioned amounts.



## MEMORANDUM

To: Budget & Finance Committee

From: Emilio Wagner, Chief Facilities & Technology Officer

Date: February 21, 2023

Subject: *Agenda Item 4e:* Mount Vernon Avenue Lease - **Action Item**

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### **Background**

With the approved direction to convert the Maintenance and Operations building into the new Central Kitchen a new space must be identified for the Maintenance and Operations team. The available options have been difficult to come by, in particular the size and price range desired. After months of searching, a building located at 317 Mount Vernon land meets the needs of the operations. At 14,000 SF the building is large enough to house the equipment and supplies used by facilities along with the storage needs for Head Start items such as furniture health supplies and other consumable supplies. There is ample parking on-site for larger equipment and vehicles. There is also a perimeter fence which will allow for added security such as an electric fence.

### **Current Events**

Attached is the negotiated lease which has a term of three years. This term was shortened as we are actively identifying other alternatives, such as combined space with Energy and other programs. The base rent is \$10,920 with a 3% escalation each year thereafter. An optional 2-year renewal is available if needed.

### **Fiscal Impact**

Due to the planned relocation of the Central Kitchen to the Maintenance building rent has been included in the Head Start budget for the 2024/2025 fiscal year. Rent is expected to start on March 1<sup>st</sup>, 2024.

With the construction of the Central Kitchen starting mid-April this gives the Facilities Team time to set up security and move operations to the new building.

### **Recommendation:**

Staff recommends the Board of Directors approve the lease agreement and authorize the Chief Executive Officer to execute the agreement for the property located at 317 Mount Vernon Ave. in Bakersfield.

### ***Attachment:***

*Lease Agreement*

**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 December 6, 2023, is made by and between BKAT, Inc., a California corporation ("Lessor") and Community Action Partnership of Kern ("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): 317 Mount Vernon Avenue, Bakersfield, CA 93307 ("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 14,000 rentable square feet of leasehold improvements on a 1.45 acre lot zoned M-2 PD (Medium Industrial) in the County of Kern, California. Said Premises is the southwesterly portion of Assessor's Parcel Number 141-290-18. (See also Paragraph 2)

1.3 **Term:** Three (3) years and        -months ("Original Term") commencing upon substantial completion of the Tenant Improvements described in Paragraph 51, or sixty (60) days following mutual execution of this Lease, whichever is sooner. ("Commencement Date") and ending three (3) years thereafter ("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 upon full execution of this lease, delivery of first months's rent, security deposit, and a certificate of insurance naming Lessor as additionally insured so long as Lessee does not interfere with Lessors work ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$10,920 per month ("Base Rent"), payable on the First day of each month commencing on the Commencement Date, upon substantial completion of the Tenant Improvements described in Paragraph 51, or sixty (60) days following mutual execution of this Lease, whichever is sooner. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 52.

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

(a) **Base Rent:** \$10,920 for the period first month following substantial completion of the Tenant Improvements described in Paragraph 51, or sixty (60) days following mutual execution of this Lease, whichever is sooner.

(b) **Security Deposit:** \$12,290.56 ("Security Deposit"). (See also Paragraph 5)

(c) **Association Fees:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$23,210.56.

1.7 **Agreed Use:** Warehouse and administrative office for maintenance staff and equipment. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "Insuring Party". The annual "Base Premium" is TBD. (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 ASU CRE Partners, Inc. dba ASU Commercial License No. 01907750 Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Dylan J. Lym License No. 02103385 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 US License No.        Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Jeffrey T. Andrew License No. 00941323 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 six percent or 6 % of the total Base Rent **to be split equally between the Brokers**) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by        ("Guarantor"). (See also Paragraph 37)

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Page 1 of 17

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 51 ~~through~~ \_\_\_\_\_ ;
- ☐ a plot plan depicting the Premises;
- ☐ a current set of the Rules and Regulations;
- ☐ a Work Letter;
- ☒ other (specify): Rent Adjustments (Paragraph 52), Option to Extend (Paragraph 53) Tenant Improvements (Exhibit "A") Agency Disclosure .

## 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. Except as specifically provided in Paragraphs 2.2, 2.3, or Addendum Paragraph 51, Lessor shall not be required to perform any other work, alterations, improvements, demolitions, betterments or construction for Lessee in order to make the Premises suitable for Lessee's use and occupancy.**

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, 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

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Page 2 of 17

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 commercially reasonable efforts to deliver exclusive 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 tender 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,

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Page 3 of 17

birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written 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, byproducts 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' 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

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Page 4 of 17

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(e)) 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 or any extension thereof, 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 (i.e. 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.

### **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

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Page 5 of 17

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 also 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) to the level specified in Applicable 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.

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Page 6 of 17

(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, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. 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.

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Page 7 of 17

(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

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Page 8 of 17

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.**

**11.1** 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. **Lessee shall transfer all utilities to its own account and shall be responsible for contracting for its trash services.** 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.

**11.2** 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 buyout 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 non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable 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, i.e. 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

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Page 9 of 17

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; the vacating of the Premises prior to the expiration or termination of this Lease 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; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(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 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;

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Page 10 of 17

(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 improvements 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 to 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.**

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Page 11 of 17

**15.1 Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.9 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. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

**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 1.9, 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 AIR CRE, 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, or by email, 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

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Page 12 of 17

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.

**23.3 Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

#### **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 monies 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 licensees, 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. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. 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

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Page 13 of 17

are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

**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 on 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 AIR CRE.

**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

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Page 14 of 17

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 any 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 the 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 LEASE.

**49. Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

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Page 15 of 17

**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 COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.**

**ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY 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 ARE 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 ARE LOCATED.**

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: \_\_\_\_\_

On: \_\_\_\_\_

By LESSOR:

BKAT, Inc., a California corporation

By: \_\_\_\_\_

Name Printed: Robert McBride

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

**BROKER**

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Executed at: \_\_\_\_\_

On: \_\_\_\_\_

By LESSEE:

Community Action Partnership of Kern

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

**BROKER**

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Page 16 of 17

ASU CRE Partners, Inc. dba ASU Commercial

Cushman & Wakefield US

Attn: Dylan J. Lym  
Title: Vice President

Attn: Jeffrey T. Andrew  
Title: Executive Director

Address: 11601 Bolthouse Drive Suite 110  
Bakersfield, CA 93311

Address: 5060 California Avenue Suite 1000  
Phone: 661-633-3827

Phone: 661-862-5454

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: jeff.andrew@cushwake.com

Email: dylan@asuassociates.com

Federal ID No.: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Broker DRE License #: \_\_\_\_\_

Broker DRE License #: 01907750

Agent DRE License #: 00941323

Agent DRE License #: 02103385

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## ADDENDUM TO LEASE

Date: December 6, 2023

By and Between

Lessor: BKAT, Inc., a California corporation

Lessee: Community Action Partnership of Kern

Property Address: 317 Mount Vernon Avenue, Bakersfield, CA 93307  
(street address, city, state, zip)

Paragraph: 51

### 51. Tenant Improvements:

Lessor, at its sole expense, shall provide the following Tenant Improvements to the Premises following mutual Execution of this Lease, which are further identified in Exhibit "A" attached hereto:

1. Repair perimeter fencing
2. Remodel restroom to ADA standards
3. Deliver the space in a broom clean condition and all HVAC, MEP in good working condition

Lessee shall be solely responsible for all other improvements.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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**RENT ADJUSTMENT(S)  
(ORIGINAL TERM)  
STANDARD LEASE ADDENDUM**

**Dated:** December 6, 2023

**By and Between**

**Lessor:** BKAT, Inc., a California corporation

**Lessee:** Community Action Partnership of Kern

**Property Address:** 317 Mount Vernon Avenue, Bakersfield, CA 93307  
(street address, city, state, zip)

Paragraph: 54

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ ~~I. Consumer Price Index.~~

~~a. The monthly Base Rent shall be increased on \_\_\_\_\_ and every \_\_\_\_\_ months thereafter during the Original Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.~~

~~b. The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI-W (Urban Wage Earners and Clerical Workers) or ☐ CPI-U (All Urban Consumers), for (fill in Urban Area): \_\_\_\_\_ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.~~

~~c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

☒ **II. Fixed Percentage.** The monthly Base Rent shall be increased on twelve (12) months following the Commencement Date and every twelve (12) months thereafter during the Original Term ("Percentage Increase Date(s)") by three percent ( 3 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

☐ ~~III. Fixed Rental Adjustment(s) ("FRA").~~

~~The monthly Base Rent shall be increased to the following amounts on the dates set forth below:~~

On (fill in FRA Adjustment Date(s)):

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The new Base Rent shall be:

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**BROKER'S FEE:** For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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Page 2 of 2

## OPTION(S) TO EXTEND TERM STANDARD LEASE ADDENDUM

**Dated:** December 6, 2023

**By and Between**

**Lessor:** BKAT, Inc., a California corporation

**Lessee:** Community Action Partnership of Kern

**Property Address:** 317 Mount Vernon Avenue, Bakersfield, CA 93307  
(street address, city, state, zip)

Paragraph: 54

**OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee one (1) option(s) to extend the term of the Lease ("Extension Option(s)"), with each Extension Option being for a term of twenty four (24) months, commencing when the prior term expires ("Option Term(s)"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least nine (9) ~~but not more than~~ months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (check method(s) to be used and fill in appropriately):

☐ **I. Consumer Price Index.**

(a) During the Option Term(s) which start(s) on \_\_\_\_\_, the monthly Base Rent shall be increased on \_\_\_\_\_ and every \_\_\_\_\_ months thereafter during such Option Term(s) ("Option Term CPI Increase Date(s)") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "Option Term CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (fill in Urban Area): \_\_\_\_\_ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "Option Term Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Option Term Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to (select one): ☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ (fill in month) \_\_\_\_\_.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** During the Option Term(s) which start(s) on \_\_\_\_\_, the monthly Base Rent shall be increased on \_\_\_\_\_ and every \_\_\_\_\_ months thereafter during such Option Term(s) ("Option Term Percentage Increase Date(s)") by \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☒ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on one the first day of the fourth (4th) year following the Commencement Date, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("Fair Market Value"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("Negotiation Period") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("Submitted Value(s)"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected valuator who shall meet the qualifications set forth herein ("Advocate Valuator(s)"). Lessor and Lessee may select an Advocate Valuator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Valuator, consult with such Party's Advocate Valuator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Valuator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Valuators, then such Advocate Valuators shall, within fifteen (15) days after their selection, choose a

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Page 1 of 2

third (3rd) neutral valuator who shall meet the qualifications set forth herein ("**Neutral Valuator**"). The Neutral Valuator shall be engaged jointly by Lessor and Lessee. If Advocate Valuators fail to agree upon and timely appoint a Neutral Valuator, then the President of AIR CRE shall appoint such Neutral Valuator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Valuator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Valuator.

(d) The Advocate Valuators and the Neutral Valuator ("**Valuator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Valuator shall additionally not be related to or affiliated with either Party or Advocate Valuator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Valuators shall be decided by a majority vote of the Valuators, with each Valuator having one (1) vote. The Valuators may, as the Valuators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Valuator, the Valuators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Valuators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Valuators' Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Valuators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Valuators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Valuators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Valuators decide the Selected Market Value, pay the fees and costs of all three (3) Valuators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Valuators, in deciding the Valuators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Valuators, in deciding the Valuators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Valuators, in deciding the Valuators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

(h) The Base Rent shall increase by three percent (3%) twelve months following the start of each Option Term and each twelve (12) months thereafter.

☐ **IV. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

\_\_\_\_\_  
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☐ **V. Continuation of Original Term Adjustments.**

The monthly Base Rent during the Option Term(s) which start(s) on \_\_\_\_\_ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

**BROKER'S FEE:** For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

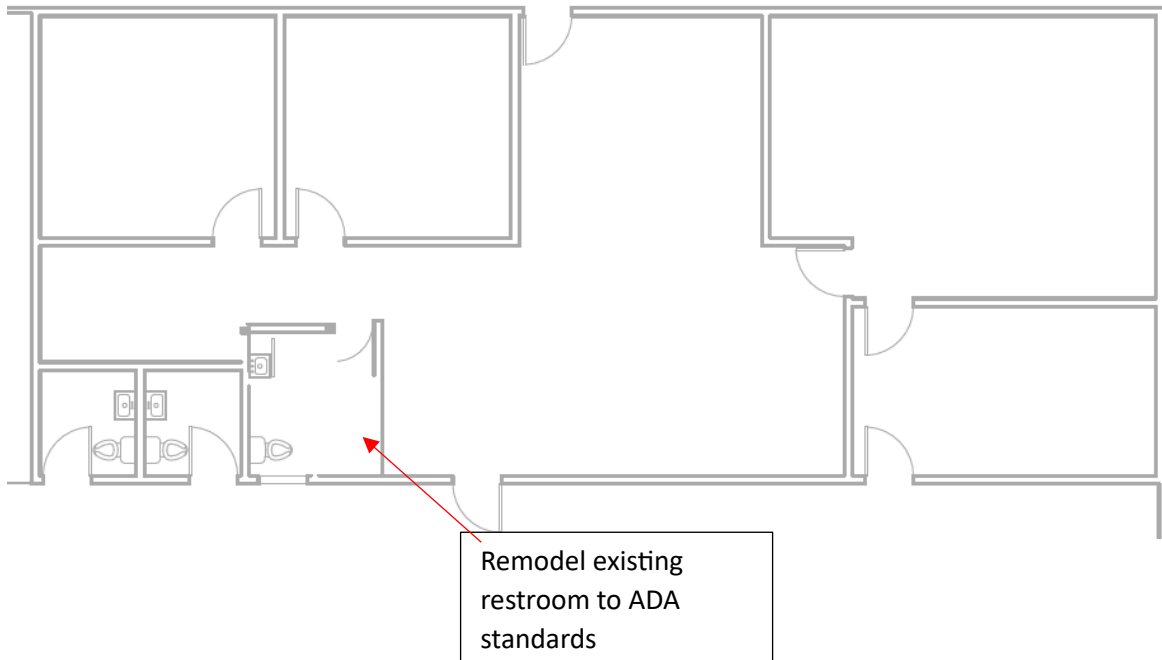
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## Exhibit "A"

### Tenant Improvements





## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction. **The term "Seller" herein shall refer to Lessor, and "Buyer" shall refer to Lessee for the purposes of this Disclosure.**

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill 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 that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill 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 that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual 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 the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your 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. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers 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.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☒ Lessor ☐ Lessee \_\_\_\_\_ Date: \_\_\_\_\_

☐ Buyer ☐ Seller ☐ Lessor ☒ Lessee \_\_\_\_\_ Date: \_\_\_\_\_

Agent: ASU CRE Partners, Inc. dba ASU Commercial DRE Lic. #: 01907750  
Real Estate Broker (Firm)

By: \_\_\_\_\_ DRE Lic. #: \_\_\_\_\_ Date: \_\_\_\_\_

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Page 1 of 4

\_\_\_\_\_  
(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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Page 2 of 4

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP  
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13.** As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

**(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

**(C) CONFIRMATION:** The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

**(d)** The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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Page 3 of 4

prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

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**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

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**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

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**2079.23 (a)** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

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**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Page 4 of 4



## MEMORANDUM

To: Budget and Finance Committee



From: Louis Gill, Chief Program Officer

Date: February 21, 2024

Subject: *Agenda Item 4f*: Blanket Purchase Order for Sysco & Central Sanitary Supply /  
Brady IFS – **Action Item**

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### Background

CAPK has determined that Sysco and Central Sanitary Supply/Brady IFS are two vendors that meet the sole source justification for the type and volume of food and supplies for the Central Kitchen. This determination was made in line with OMB Uniform Guidance §200.320. The Central Kitchen needs specific types of food, janitorial and paper products to be able to provide the volume of meals to the Head Start program daily. Both Sysco and Central Sanitary Supply/Brady IFS have a deep understanding of the food and beverage industry and the specific needs of CAPK. There are specific items that are carried by one vendor and not the other. They also have a team of experts who can provide customized solutions to meet our unique requirements.

Sysco and Central Sanitary Supply/Brady IFS has a proven track record of providing high-quality products and services to CAPK. They have a long history of on-time and under-budget deliveries, and they have a reputation for excellent customer service. The amounts that are requested below are based on the total expended during the fiscal year 2023-2024, plus a 10% cushion to accommodate for market changes we may experience during the upcoming fiscal year.

### Current Events

A request for Blanket Purchase Orders for Sysco and for Central Sanitary Supply/Brady IFS to cover the period of March 1, 2024, through February 28, 2025. This would allow for the high volume of food that needs to be purchased through the end of the fiscal year.

### Recommendation:

Staff recommends that the Budget and Finance Committee approve the Blanket Purchase Order for Sysco in the amount of \$800,000.00 and the Blanket Purchase Order for Central Sanitary Supply/Brady IFS in the amount of \$250,000.00, and authorize the Chief Executive Officer to execute both blanket purchase orders.

### Attachments:

Sole Source Justification form for Sysco  
Sole Source Justification form for Central Sanitary Supply/Brady IFS



## Community Action Partnership of Kern

Business Services Department

5005 Business Park North • Bakersfield, CA 93309

(661) 336-5236 [procurement@capk.org](mailto:procurement@capk.org)

### SOLE SOURCE JUSTIFICATION FORM

*Sole source purchases are not permitted except when clearly and thoroughly justified.*

1. Estimated contract amount: \$ 140,000 Account Code(s): 6305-108/109-001-120-000-14-1-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title  
Central Sanitary Supply/Brady IFS 4730 Armstrong Rd Bakersfield, Ca 93313 Contact  
Bruce.Herrin@bradvindustries.com
3. Description of requested items or services and their purpose(s):  
Po#For CK Food Service Supplies/ Janitorial Supplies & CTR Consumables
4. Reason(s) for requesting a sole source purchase:
  - ☐ Original manufacturer or provider; no other local distributors exist.
  - ☐ Only local distributor for the original manufacturer or provider.
  - ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
  - ☒ Only known item or service matching the requested needs or performing the intended task.
  - ☐ Sole provider of a licensed or patented good or service.
  - ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
  - ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
  - ☐ Sole provider of factory-authorized warranty service.
  - ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.
5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

#### REQUESTED BY:

Tom Adame

PRINTED NAME

Food Service Manager

TITLE

2/13/2024

DATE

CEDS Fiscal: \_\_\_\_\_

Assistant Director of Finance/Fiscal Analyst

Date: \_\_\_\_\_

I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.

Division Director: \_\_\_\_\_

Date: 2/14/24

Authorization:

☒ **APPROVED**

☐ **NOT APPROVED**

Business Manager: \_\_\_\_\_

Date: 2/13/24

REVISED 7/1/17



## Community Action Partnership of Kern

Business Services Department

5005 Business Park North • Bakersfield, CA 93309

(661) 336-5236 [procurement@capk.org](mailto:procurement@capk.org)

### SOLE SOURCE JUSTIFICATION FORM

*Sole source purchases are not permitted except when clearly and thoroughly justified.*

1. Estimated contract amount: \$ 110,000 Account Code(s): 6305-112-000-120-000-00-2-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title  
Central Sanitary Supply/Brady IFS 4730 Armstrong Rd Bakersfield, Ca 93313 Contact  
Bruce.Herrin@bradvindustries.com
3. Description of requested items or services and their purpose(s):  
Po#For CK Food Service Supplies/ Janitorial Supplies & CTR Consumables
4. Reason(s) for requesting a sole source purchase:
  - ☐ Original manufacturer or provider; no other local distributors exist.
  - ☐ Only local distributor for the original manufacturer or provider.
  - ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
  - ☒ Only known item or service matching the requested needs or performing the intended task.
  - ☐ Sole provider of a licensed or patented good or service.
  - ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
  - ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
  - ☐ Sole provider of factory-authorized warranty service.
  - ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.
5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

#### REQUESTED BY:

Tom Adame

PRINTED NAME

Food Service Manager

TITLE

2/13/2024

DATE

CEDS Fiscal:

Assistant Director of Finance/Fiscal Analyst

Date: \_\_\_\_\_

I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.

Division Director: \_\_\_\_\_

Date: 2/14/24

Authorization:

☒ **APPROVED**

☐ **NOT APPROVED**

Business Manager: \_\_\_\_\_

Date: 2/13/24

REVISED 7/1/17



**Community Action Partnership of Kern**  
Business Services Department  
5005 Business Park North · Bakersfield, CA 93309  
(661) 336-5236 [procurement@capk.org](mailto:procurement@capk.org)

## SOLE SOURCE JUSTIFICATION FORM

*Sole source purchases are not permitted except when clearly and thoroughly justified.*

1. Estimated contract amount: \$42,000 Account Code(s): 6305-112-000-120-000-00-2-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
3. Description of requested items or services and their purpose(s): PO# for CK FS Supplies/Janitorial Supplies, CTR Consumables
4. Reason(s) for requesting a sole source purchase:
  - ☐ Original manufacturer or provider; no other local distributors exist.
  - ☐ Only local distributor for the original manufacturer or provider.
  - ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
  - ☒ Only known item or service matching the requested needs or performing the intended task.
  - ☐ Sole provider of a licensed or patented good or service.
  - ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
  - ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
  - ☐ Sole provider of factory-authorized warranty service.
  - ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.
5. Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

### REQUESTED BY:

Tom Adame

Food Service Mgr.

1/31/2024

CEDS Fiscal:

Assistant Director of Finance/Fiscal Analyst

Date:

I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.

Division Director:

Date:

Authorization:

☒ APPROVED

☐ NOT APPROVED

Business Manager:

Date:



**Community Action Partnership of Kern**  
Business Services Department  
5005 Business Park North · Bakersfield, CA 93309  
(661) 336-5236 [procurement@capk.org](mailto:procurement@capk.org)

## SOLE SOURCE JUSTIFICATION FORM

*Sole source purchases are not permitted except when clearly and thoroughly justified.*

1. Estimated contract amount: \$58,000 Account Code(s): 6305-108/109-001-120-000-14-1-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
3. Description of requested items or services and their purpose(s): PO# for CTR Janitorial/Food Service Supplies
4. Reason(s) for requesting a sole source purchase:
  - ☐ Original manufacturer or provider; no other local distributors exist.
  - ☐ Only local distributor for the original manufacturer or provider.
  - ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
  - ☒ Only known item or service matching the requested needs or performing the intended task.
  - ☐ Sole provider of a licensed or patented good or service.
  - ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
  - ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
  - ☐ Sole provider of factory-authorized warranty service.
  - ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.
5. Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

### REQUESTED BY:

Tom Adame

Food Service Mgr.

1/31/2024

CEDS Fiscal:

Assistant Director of Finance/Fiscal Analyst

Date:

I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.

Division Director:

Date:

Authorization:

☒ APPROVED

☐ NOT APPROVED

Business Manager:

Date:



**Community Action Partnership of Kern**  
Business Services Department  
5005 Business Park North · Bakersfield, CA 93309  
(661) 336-5236 [procurement@capk.org](mailto:procurement@capk.org)

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## SOLE SOURCE JUSTIFICATION FORM

*Sole source purchases are not permitted except when clearly and thoroughly justified.*

1. Estimated contract amount: \$700,000 Account Code(s): 7145-112-000-120-000-00-2-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
3. Description of requested items or services and their purpose(s): PO# for CK Food Services
4. Reason(s) for requesting a sole source purchase:
  - ☐ Original manufacturer or provider; no other local distributors exist.
  - ☐ Only local distributor for the original manufacturer or provider.
  - ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
  - ☒ Only known item or service matching the requested needs or performing the intended task.
  - ☐ Sole provider of a licensed or patented good or service.
  - ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
  - ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
  - ☐ Sole provider of factory-authorized warranty service.
  - ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.
5. Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

### REQUESTED BY:

Tom Adame

Food Service Mgr.

1/31/2024

CEDS Fiscal:

Assistant Director of Finance/Fiscal Analyst

Date:

I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.

Division Director:

Date:

Authorization:

☒ **APPROVED**

☐ **NOT APPROVED**

Business Manager:

Date:



## MEMORANDUM

To: Budget & Finance Committee

*Tracy Webster*

From: Tracy Webster, Chief Financial Officer

Date: February 21, 2024

Subject: *Agenda Item 4g: Board Check Signing Policy - Info Item*

---

**Background:**

Historically, all checks issued by CAPK have required the signature of a Board Member when the dollar amount exceeds \$4,999.99 except for payroll checks which are processed through ADP. Prior to the implementation of Direct Deposit in 2020, these checks were manually signed by Board Members. Presently, the CAPK Finance Division obtains electronic approval for the signature of checks through Adobe Sign from a Board Member when accounts payable checks are produced. For the most part, this is once a week. However, there are circumstances such as terminated employee checks or unusual vendor payments which require payments to be completed more than once a week.

The accounts payable department is unable to process checks unless a Board Member signs off on all payments for a check run.

The volume of accounts payable has significantly increased over the past six years.

| Fiscal Year                     | Number of Payments | Amount       |
|---------------------------------|--------------------|--------------|
| 2017-18                         | 11,703             | \$26,901,193 |
| 2018-19                         | 10,843             | \$26,608,315 |
| 2019-20                         | 11,331             | \$30,062,811 |
| 2020-21                         | 8,303              | \$28,884,389 |
| 2021-22                         | 9,395              | \$28,574,317 |
| 2022-23                         | 13,901             | \$61,290,772 |
| 2023-24 (through December 2023) | 18,815             | \$81,325,820 |

The procurement process of the agency already follows very specific steps prior to the issuance of an invoice for payment from a vendor. Please see the following procurement threshold and authorization limits for all requisitions and purchase orders for the agency:

| Amount of Purchase                                  | Required Approvals |
|-----------------------------------------------------|--------------------|
| ≤ \$9,999.99 (or \$2,000 if subject to Davis-Bacon) | Manager or higher  |

| Amount of Purchase                            | Required Approvals                                                                                                                                                                                |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$10,000 ≤ \$99,999.99                        | <ul style="list-style-type: none"> <li>• Administrator; or Assistant Director (≤ \$20,000); or</li> <li>• Director (≤ \$30,000); or</li> <li>• Chief Program Officer (≤ \$100,000)</li> </ul>     |
| \$100,000 ≤ \$249,999.99                      | <ul style="list-style-type: none"> <li>• Chief Financial Officer (≤ \$150,000); or</li> <li>• Chief Executive Officer (≤ \$250,000); or</li> <li>• Board of Directors (&gt; \$250,000)</li> </ul> |
| > \$250,000 and above                         | <ul style="list-style-type: none"> <li>• Chief Executive Officer (≤ \$250,000); or</li> <li>• Board of Directors (&gt; \$250,000)</li> </ul>                                                      |
| Construction/Major Renovations over \$250,000 | Chief Executive Officer and Board of Directors                                                                                                                                                    |

The agency's Accounting and Financial Policies Manual approved in April 2022 further states:

*The Board must approve the following items regardless of threshold:*

1. *Any single item or aggregate over \$250,000, including estimated purchases from preferred vendors;*
  - *In the event that procurement was initiated under the \$250,000 limit and later amendments to the contract would exceed this limit, additional amendments must receive Board approval;*
2. *Procurement of all audits, legal or professional services that are agency-wide in nature;*
3. *Construction contracts and/or major renovations over \$250,000 require Board approval;*
4. *If a Program or Grant has stricter limits than those set by the Agency, the Program's/Grant's guidelines must be followed.*

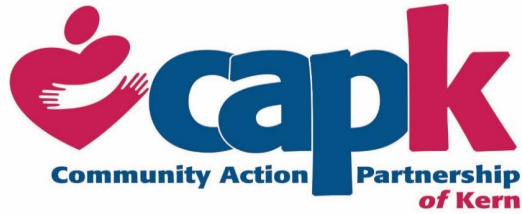
### **Proposed Changes:**

Based on data from Wipfli, like agencies, and input from our external auditor, it has been determined that obtaining Board signatures for accounts payable checks at a given dollar amount should be removed from our Accounting and Financial Policies. The authority to spend funds is based on grant and contract allowable costs and must follow the agency's procurement guidelines.

The authorization to process payments should be based on the authority of the Chief Executive Officer and/or the Chief Financial Officer or designee to ensure expeditious payment to vendors. This change will allow for a more efficient process and reduce the likelihood of delayed payments.

Additionally, the new accounting system being implemented in March 2024 provides additional internal securities with respect to obtaining advance approval before an expenditure occurs. The system also allows for workflow approval from the Chief Executive Officer and/or the Chief Financial Officer or designee.

In the subsequent month, staff will recommend that the Budget and Finance Committee approve the revision to Accounting and Financial Policies Manual to no longer require Board Member signatures for checks paid at any level. Accordingly, there will be no change in the procurement thresholds and authorization limits.



## BUDGET AND FINANCE COMMITTEE

FEBRUARY 21, 2024

### FINANCIAL REPORT

#### TABLE OF CONTENTS

| <u>SECTION</u>                                                                 | <u>Pages (s)</u> |
|--------------------------------------------------------------------------------|------------------|
| A. Schedule of Programs for the period March 1, 2023 through February 28, 2024 | A1 - A6          |
| B. Functional Classification by Fund                                           | B1 - B3          |
| C. Line of Credit Summary                                                      | C1               |
| D. - Cash Summary as of December 31, 2023                                      | D1               |
| - Bank Reconciliations                                                         | D2 - D8          |
| E. Wells Fargo Visa Summary and Statements                                     | E1 - E25         |
| F. Central Kitchen Budget to Actual December 31, 2023                          | F1               |
| G. State Department of Education Contract - Earned Revenue                     | G1 - G2          |
| H. Finance Division Monthly Report                                             | H1               |
| I. Financial Statements as of February 28, 2023                                | I1               |
| J. Financial Statements as of December 31, 2023                                | J1               |
| K. Agency-wide Budget to Actual as of December 31, 2023                        | K1 - K7          |
| L. Indirect Fund Budget To Actual as of December 31, 2023                      | L1               |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

| PROGRAM (COMPONENT)                                                         | AMOUNT                              | CFDA #                     | GRANT NUMBER                         | PROGRAM YEAR                                                      | FUND#                      | FUNDING SOURCE                                                                                              |
|-----------------------------------------------------------------------------|-------------------------------------|----------------------------|--------------------------------------|-------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------|
| <b><u>UNRESTRICTED</u></b>                                                  |                                     |                            |                                      |                                                                   |                            |                                                                                                             |
| GENERAL FUND                                                                |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 501                        | NOT APPLICABLE                                                                                              |
| DISCRETIONARY FUND                                                          |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 502                        | NOT APPLICABLE                                                                                              |
| FOOD BANK                                                                   |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 504                        | SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.                                                        |
| FOOD BANK EXPANSION                                                         |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 505                        | DONATIONS                                                                                                   |
| ENERGY                                                                      |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 524                        | NOT APPLICABLE                                                                                              |
| SHAFTER YOUTH CENTER                                                        |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 527                        | DONATIONS, RENTAL INCOME                                                                                    |
| FRIENDSHIP HOUSE                                                            |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 531                        | DONATIONS, RENTAL INCOME                                                                                    |
| EAST KERN FAMILY RESOURCE CENTER                                            |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 533                        | DONATIONS                                                                                                   |
| OASIS FAMILY RESOURCE CENTER                                                |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 534                        | DONATIONS                                                                                                   |
| 211                                                                         |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 536                        | FEE FOR SERVICE                                                                                             |
| M STREET NAVIGATION CENTER                                                  |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 541                        | DONATIONS                                                                                                   |
| TAX ASSISTANCE                                                              |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 545                        | DONATIONS                                                                                                   |
| FUND RAISING                                                                |                                     |                            | NOT APPLICABLE                       | 03/01/23 - 02/28/24                                               | 595                        | DONATIONS                                                                                                   |
| <b><u>RESTRICTED</u></b>                                                    |                                     |                            |                                      |                                                                   |                            |                                                                                                             |
| EARLY HEAD START/HEAD START                                                 | 39,182,883                          | 93.600                     | 09CH011132-05                        | 03/01/23 - 02/28/24                                               | 108/109/117                | U S DEPT OF HEALTH & HUMAN SERVICES                                                                         |
| HUD - COORDINATED ENTRY SYSTEM                                              | 236,838                             | 14.267                     | CA1799L9D042103                      | 08/01/22 - 07/31/23                                               | 160                        | U S DEPT OF HOUSING AND URBAN DEVELOPMENT<br>OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT                   |
| VITA                                                                        | 244,868                             | 21.009                     | 23VITAA0166                          | 10/01/22 - 09/30/23                                               | 149                        | U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE                                                         |
| CSBG (COMMUNITY SERVICES BLOCK GRANT)                                       | 1,773,414                           | 93.569                     | 23F - 4015                           | 01/01/23 - 12/31/23                                               | 103                        | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF<br>DEPT OF COMMUNITY SERVICES AND DEVELOPMENT                |
| LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)                          | 9,438,248<br>7,083,340<br>7,629,640 | 93.568<br>93.568<br>93.568 | 22B - 4012<br>23B - 5013<br>24B-2012 | 11/01/21 - 06/30/23<br>11/01/22 - 06/30/24<br>11/01/23 - 06/30/25 | 122-31<br>122-32<br>122-33 | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF<br>DEPT OF COMMUNITY SERVICES AND DEVELOPMENT                |
| SLIHEAP (SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)            | 208,133<br>284,366                  | 93.568<br>93.568           | 22Q-4561<br>23Q-5561                 | 09/01/22 - 06/30/23<br>05/01/23 - 05/31/24                        | 122-42<br>122-44           | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF<br>CALIFORNIA,<br>DEPT OF COMMUNITY SERVICES AND DEVELOPMENT |
| ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) | 5,432,583                           | 93.568                     | 22J-5716                             | 04/15/23 - 05/31/25                                               | 122-43                     | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF<br>CALIFORNIA,<br>DEPT OF COMMUNITY SERVICES AND DEVELOPMENT |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

A2

| PROGRAM (COMPONENT)                                                       | AMOUNT                 | CFDA #       | GRANT NUMBER               | PROGRAM YEAR                               | FUND#   | FUNDING SOURCE                                                                                                               |
|---------------------------------------------------------------------------|------------------------|--------------|----------------------------|--------------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------|
| LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)<br>ARPA                | 9,870,655              | 93.568       | 21V-5561                   | 08/01/21 - 09/30/23                        | 122-41  | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,<br>DEPT OF COMMUNITY SERVICES AND DEVELOPMENT                     |
| DOE (DEPARTMENT OF ENERGY) BIL (BIPARTISAN INFRASTRUCTURE LAW)            | 3,000,000              | 81.042       | 22P-7010                   | 06/01/23 - 06/30/27                        | 123-67  | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,<br>DEPT OF COMMUNITY SERVICES AND DEVELOPMENT                     |
| LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)                    | 537,098                | 93.499       | 21Z-9556                   | 04/01/22 - 12/31/23                        | 124     | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,<br>DEPT OF COMMUNITY SERVICES AND DEVELOPMENT                     |
| GENERAL CENTER CHILD CARE                                                 | 677,192<br>611,225     | 93.575       | CCTR - 2058<br>CCTR - 3063 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 253     | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                        |
| GENERAL CENTER CHILD CARE                                                 | 275,855<br>275,855     | 93.596       | CCTR - 2058<br>CCTR - 3063 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 253     | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                        |
| MIGRANT ALTERNATIVE PAYMENT                                               | 5,643,428<br>5,466,652 | 93.575       | CMAF - 2000<br>CMAF - 3000 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 261     | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                        |
| MIGRANT CHILD CARE                                                        | 2,088                  | 93.575       | CMIG - 2004                | 07/01/22 - 06/30/23                        | 250     | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                        |
| NEOPB CAL FRESH HEALTHY LIVING                                            | 1,816,697              | 10.561       | 19-10324 A01               | 10/01/22 - 09/30/23                        | 145     | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA<br>DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH    |
| 211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE CAPABILITY | 10,000                 | 93.074       | 659 - 2017                 | PENDING                                    | 186     | U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN,<br>DEPT OF PUBLIC HEALTH |
| EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)                                  | 454,253                | 10.568/ .569 | 15 - MOU - 00118           | 10/01/22 - 09/30/23                        | 105/111 | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                                    |
| EFAP REACH AND RESILIENCY                                                 | 96,159                 | 10.568       | 15 - MOU - 00118           | 06/13/22 - 06/30/24                        | 105-103 | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                                    |
| EFAP REACH AND RESILIENCY Round 2                                         | 229,526                | 10.568       | 15 - MOU - 00118           | 07/01/23 - 06/30/25                        | 105-105 | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                                    |
| EFAP COMMUNITY CREDIT CORPORATION Phase 1 and 2                           | 69,850                 | 10.187       | 15 - MOU - 00118           | 00/00/00 - 12/31/23                        | 105-106 | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                                    |
| SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)                           | 17,000                 | 10.576       |                            | 7/1/2020 - TBD                             | 113     | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                                    |
| EF&S Phase 39                                                             | 50,638                 | 97.024       |                            | 4/1/2022 - 5/31/2023                       | 114     | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                                    |
| EF&S ARPA                                                                 | 156,509                | 97.024       |                            | 7/1/2022 - 3/31/2023                       | 114-094 | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA,<br>DEPT OF SOCIAL SERVICES                                                    |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

A3

| PROGRAM (COMPONENT)                                                   | AMOUNT                | CFDA # | GRANT NUMBER         | PROGRAM YEAR            | FUND#   | FUNDING SOURCE                                                                                                                                        |
|-----------------------------------------------------------------------|-----------------------|--------|----------------------|-------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)                         | 815,097               | 10.182 |                      | PENDING                 | 131     | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                                |
| SAFE CAMPING - COUNTY OF KERN                                         | 1,111,036             | 21.027 |                      | 7/1/2022 - 6/30/2023    | 142-000 | U S DEPT OF TREASURY<br>CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN                          |
| CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)                            | 437,459               | 10.565 | MOU-20-6003          | 10/01/22 - 09/30/23     | 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       | 10/01/22 - 09/30/23     | 112/139 | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION                                                                                      |
| WIC (WOMEN, INFANTS & CHILDREN)                                       | 4,346,698             | 10.557 | 22 - 10236           | 10/01/22 - 09/30/23     | 115     | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH                                                                                  |
| ASTHO VACCINE EQUITY PROJECT                                          | 575,000               | 93.185 | 00-FE-3400-01-00     | 05/01/22 - 06/30/23     | 151     | US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO) |
| SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM | 107,627               | 10.561 | 22 - CF - SUB - KERN | 10/01/22 - 09/30/23     | 164     | U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO                                      |
| HUD COMMUNITY PROJECT FUNDING - FOOD BANK EXPANSION                   | 3,000,000             | 14.251 | B-22-CP-CA-0119      | 11/01/22 - 08/31/30     | 168     | DEPARTMENT OF URBAN HOUSING AND DEVELOPMENT                                                                                                           |
| QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN            | 20,000                | 84.412 | N/A                  | 07/01/22 - 06/30/23     | 117-005 | U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP     |
| CALCAPA DIAPER DISTRIBUTION PILOT                                     | 125,000               | 93.647 | 90EDA0009-DDDRP      | 10/01/23 - 04/30/25     | 191     | U.S. DEPT OF SOCIAL SERVICES, CAL CAPA                                                                                                                |
| BCSD CA SCHOOL COMMUNITY PARTNERSHIP                                  | 500,000               | N/A    |                      | 08/03/2022 - 06/30/2027 | 205     | STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)                                                                       |
| KCCD CERF REGIONAL CONVENER                                           | 160,000               | N/A    |                      | 03/06/23 - 09/30/24     | 208     | STATE OF CALIFORNIA - EMPLOYMENT DEVELOPMENT DEPARTMENT, KERN COMMUNITY COLLEGE DISTRICT                                                              |
| CITY OF BAKERSFIELD - FHCC SPORTS FIELD                               | 1,000,000             | N/A    | 2023 - 073           | 07/01/2022 - 07/30/2026 | 231     | STATE OF CALIFORNIA, DEPT OF PARKS AND RECREATION, CITY OF BAKERSFIELD                                                                                |
| CITY OF BAKERSFIELD - CALVIP OUTREACH                                 | 225,000               | N/A    | 2023-244             | 10/11/23 - 12/31/25     | 243     | STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD                               |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

| PROGRAM (COMPONENT)                                             | AMOUNT                   | CFDA #     | GRANT NUMBER               | PROGRAM YEAR                               | FUND#   | FUNDING SOURCE                                                                                                          |
|-----------------------------------------------------------------|--------------------------|------------|----------------------------|--------------------------------------------|---------|-------------------------------------------------------------------------------------------------------------------------|
| CITY OF BAKERSFIELD CALVIP                                      | 578,731                  | N/A        | 2022-199                   | 9/21/22-12/31/25                           | 247     | STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD |
| SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)                       | 1,571,900                | PO23-01122 | N/A                        | 07/01/22 - 06/30/23                        | 248     | STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION              |
| CSPP QRIS BLOCK GRANT                                           | 17,990                   |            | N/A                        | 07/01/22 - 06/30/23                        | 258-005 | STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS                        |
| CDSS CHILD CARE FACILITIES                                      | 249,637                  | N/A        | FGRT-22-IGPMRR-0828-A1     | 08/16/22 - 06/30/24                        | 260     | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                            |
| MIGRANT ALTERNATIVE PAYMENT                                     | 23,809,862<br>23,809,862 |            | CMAP - 2000<br>CMAP - 3000 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 261     | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                            |
| GENERAL CENTER CHILD CARE                                       | 3,043,423<br>3,043,423   |            | CCTR - 2058<br>CCTR - 3063 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 253     | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                            |
| CALIFORNIA STATE PRESCHOOL PROGRAM                              | 7,153,992<br>7,087,664   |            | CSPP - 2120<br>CSPP - 3124 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 258     | STATE OF CALIFORNIA, DEPT OF EDUCATION                                                                                  |
| MIGRANT CHILD CARE                                              | 291,239<br>291,239       |            | CMIG - 2004<br>CMIG - 3004 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 250     | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                            |
| MIGRANT SPECIALIZED SERVICES                                    | 40,079<br>40,079         |            | CMSS - 2004<br>CMSS - 3004 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 252     | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                            |
| CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT                  | 1,466,598                |            | 21T-1015                   | 12/01/21 - 06/30/23                        | 234     | STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT                                                         |
| HOME VISIT INITIATIVE (COUNTY OF KERN)                          | 4,874,043                |            | 010 - 2023                 | 07/01/22 - 06/30/23                        | 270     | STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN                                                             |
| POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)            | 70,000                   |            | 509-2019                   | 07/01/22 - 06/30/23                        | 271     | STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN                                                             |
| POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL | 311,248                  |            | 012 - 2023                 | 07/01/22 - 06/30/23                        | 274     | STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN                                                             |
| COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL         | 2,271,412                |            | 017-2020                   | 07/01/20-06/30/21                          | 275-000 | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN                                                            |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

| PROGRAM (COMPONENT)                                                                                | AMOUNT                       | CFDA # | GRANT NUMBER                   | PROGRAM YEAR                                                      | FUND#                     | FUNDING SOURCE                                                                                                                                     |
|----------------------------------------------------------------------------------------------------|------------------------------|--------|--------------------------------|-------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP) | 78,000<br>200,000<br>300,000 |        | N/A<br>2022-017<br>2023-302    | 10/01/20 - 09/30/23<br>08/01/22 - 01/31/24<br>05/01/23 - 06/30/26 | 276<br>276-072<br>276-073 | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES,<br>BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE                                                       |
| FOOD BANK CAPACITY PROGRAM - FOOD BANK EXPANSION                                                   | 4,859,606                    |        | SGRT-22-0012                   | 07/01/21 - 06/30/26                                               | 215-100                   | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                                                       |
| TAX CHECK - OFF (FOOD BANK)                                                                        | 13,749                       |        | 15 MOU - 00118                 | 07/01/22 - 06/30/23                                               | 216-000                   | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                                                       |
| STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK)<br>CAL FOOD                                            | 242,527<br>256,506           |        | 15 MOU - 00118<br>MOU-22-00118 | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24                        | 216-087<br>216-087        | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                                                       |
| STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) DROUGHT FOOD ASSISTANCE                                | 339,726                      |        | MOU-22-00118                   | 07/01/23 - 06/30/24                                               | 216-088                   | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                                                       |
| STATE EMERGENCY FOOD ASSOSTANCE CAL FOOD ONE-TIME FUNDS                                            | 3,669,360                    |        | N/A                            | 07/01/22 - 06/30/23                                               | 216-102                   | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                                                       |
| STATE EMERGENCY FOOD ASSOSTANCE CAL FOOD ONE-TIME FUNDS ROUND 2                                    | 1,727,122                    |        | MOU-22-00118                   | 07/01/23 - 04/30/26                                               | 216-104                   | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES                                                                                                       |
| BOARD OF STATE AND COMMUNITY CORRECTIONS WARM HAND-OFF                                             | 750,000                      |        | BSCC 1012-22                   | 10/01/22 - 04/30/26                                               | 277                       | STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS                                                                                      |
| DIFFERENTIAL RESPONSE SERVICES                                                                     | 240,727                      |        | N/A                            | 07/01/22 - 06/30/23                                               | 280                       | STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN,<br>SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN |
| FIRST 5 KERN - HELPLINE 211                                                                        | 90,558<br>93,282             |        | 2020.2.05                      | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24                        | 288                       | STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN                                                                              |
| FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER                                                      | 144,951<br>147,799           |        | 2020.2.06                      | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24                        | 281                       | STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN                                                                              |
| FIRST 5 KERN - HELP ME GROW                                                                        | 249,281<br>256,718           |        | 2020.1.06                      | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24                        | 284                       | STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN                                                                              |
| FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER                                                   | 169,156<br>173,165           |        | 2020.2.18                      | 07/01/22 - 06/30/23<br>07/01/23 - 06/30/24                        | 286                       | STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN                                                                              |
| SIERRA FOUNDATION - ASTHMA MITIGATION                                                              | 500,000                      |        | N/A                            | 08/01/20 - 05/15/23                                               | 290                       | STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS,<br>SIERRA FOUNDATION                                                                          |
| BKRHC - HOUSING AND HOMELESS INCENTIVE PROGRAM (HHIP)                                              | 120,000                      |        | 2023-001                       | 01/01/23 - 10/31/23                                               | 291                       | STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS,<br>BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE                                           |
| UNITED WAY STANISLAUS - CES                                                                        | 402,525                      |        |                                | 07/01/22 - 03/31/23                                               | 292                       | STATE OF CALIFORNIA, HOUSING HOMELESS ASSISTANCE AND PREVENTION, UNITED WAY OF STANISLAUS COUNTY                                                   |

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

| PROGRAM (COMPONENT)                         | AMOUNT           | CFDA # | GRANT NUMBER | PROGRAM YEAR                               | FUND#   | FUNDING SOURCE                                                                                                       |
|---------------------------------------------|------------------|--------|--------------|--------------------------------------------|---------|----------------------------------------------------------------------------------------------------------------------|
| BKRHC - ENCAMPMENT RESOLUTION FUNDING       | 139,968          |        | 2023-307     | 12/01/23 - 12/30/25                        | 293     | STATE OF CALIFORNIA, CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS, BAKERSFIELD KERN REGIONAL HOMELESS COLLABORTIVE |
| COUNTY OF KERN HELPLINE 211                 | 45,000           |        | 604-2022     | 07/01/22 - 06/30/23                        | 389     | COUNTY OF KERN                                                                                                       |
| READY KERN                                  | 1,126            |        | N/A          | 07/01/22 - 06/30/23                        | 366     | COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV                                                                 |
| DAY ONE FAMILIES FUND                       | 5,000,000        |        | N/A          | 12/01/23 - 11/30/27                        | 410     | DAY ONE FAMILIES FUND                                                                                                |
| SHAFTER YOUTH CENTER - COASTAL CLEAN-UP     | 4,000            |        | N/A          | 05/28/22 - 08/31/23                        | 527-261 | CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT                                                                 |
| FRIENDSHIP HOUSE - COASTAL CLEAN-UP         | 4,000            |        | N/A          | 05/28/22 - 08/31/23                        | 531-261 | CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND                                                                       |
| FRIENDSHIP HOUSE - ALBERTSONS STEM          | 4,868            |        |              |                                            | 531-266 | ALBERTSONS COMPANIES FOUNDATION                                                                                      |
| 211 LA County                               | 10,000<br>15,000 |        | N/A          | 11/01/22 - 06/30/23<br>07/01/23 - 06/30/24 | 536-230 | CALIFORNIA 211 PROVIDERS NETWORK                                                                                     |
| 211 KINGS COUNTY                            | 22,868           |        | N/A          | 07/01/22 - 06/30/23                        | 536-231 | KINGS UNITED WAY                                                                                                     |
| 211 TULARE COUNTY                           | 63,017           |        | N/A          | 07/01/22 - 06/30/23                        | 536-232 | UNITED WAY OF TULARE COUNTY                                                                                          |
| 211 STANISLAUS COUNTY                       | 93,600           |        | N/A          | 07/01/22 - 06/30/23                        | 536-234 | UNITED WAY OF STANISLAUS COUNTY                                                                                      |
| 211 FRESNO AND MADERA COUNTIES              | 96,737           |        | N/A          | 01/01/23 - 12/31/23                        | 536-235 | UNITED WAY OF FRESNO AND MADERA COUNTIES                                                                             |
| 211 MERCED & MARIPOSA                       | 25,910           |        | N/A          | 07/1/22 - 06/30/23                         | 536-235 | UNITED WAY OF MERCED & MARIPOSA COUNTIES                                                                             |
| KAISER PERMANENTE MEDICAID REDETERMINATIONS | 90,000           |        | N/A          | 08/01/23 - 07/31/24                        | 419     | KAISER PERMANENTE                                                                                                    |
| FEEDING AMERICA SERVICE INSIGHTS            | 100,000          |        | N/A          | 01/01/23 - TBD                             | 423     | FEEDING AMERICA SERVICE INSIGHTS                                                                                     |
| FOOD BANK FREE FARMERS MARKET - WASCO       | 150,000          |        | N/A          | 12/01/22 - 11/30/23                        | 467     | THE WONDERFUL COMPANY FOUNDATION                                                                                     |
| FARMWORKERS INITIATIVE                      | 25,000           |        | N/A          | 01/01/18 - TBD                             | 456     | BANK OF THE WEST                                                                                                     |
| KERN FAMILY HEALTH SYSTEMS CAL AIM          | PER VISIT        |        |              | 07/01/22 - TBD                             | 550     | KERN FAMILY HEALTH SYSTEMS                                                                                           |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**FUNCTIONAL CLASSIFICATIONS BY FUND**  
**FISCAL YEAR 2023/24**

| Abila<br>Fund # | Fund Name                                   | PROGRAM SERVICES |           |                        |                       | SUPPORT SERVICES               |                    |
|-----------------|---------------------------------------------|------------------|-----------|------------------------|-----------------------|--------------------------------|--------------------|
|                 |                                             | Education        | Nutrition | Energy<br>Conservation | Community<br>Services | Discretionary/<br>Fund Raising | General &<br>Admin |
| 103             | Community Services Block Grant (CSBG)       | X                | X         |                        | X                     |                                | X                  |
| 501             | General Fund                                |                  |           |                        | X                     |                                | X                  |
| 800             | GAAP Fund                                   |                  |           |                        |                       |                                | X                  |
| 910             | Community Development Pool                  |                  |           |                        | X                     |                                |                    |
| 915             | Operations Pool                             |                  |           | X                      | X                     |                                | X                  |
| 920             | Facilities Pool                             |                  |           |                        |                       |                                | X                  |
| 925             | Health & Nutrition Pool                     | X                | X         |                        | X                     |                                |                    |
| 999             | Indirect Fund                               |                  |           |                        |                       |                                | X                  |
| 502             | Discretionary Fund                          |                  |           |                        |                       | X                              |                    |
| 595             | Fund Raising                                |                  |           |                        |                       | X                              |                    |
| 108             | Early Head Start                            | X                |           |                        |                       |                                |                    |
| 109             | Head Start                                  | X                |           |                        |                       |                                |                    |
| 117             | Early Head Start San Joaquin                | X                |           |                        |                       |                                |                    |
| 117-005         | EHS San Joaquin QRIS                        | X                |           |                        |                       |                                |                    |
| 248             | San Joaquin COE General Child Care (CCTR)   | X                |           |                        |                       |                                |                    |
| 250             | Migrant Child Care                          | X                |           |                        |                       |                                |                    |
| 252             | Migrant Specialized                         | X                |           |                        |                       |                                |                    |
| 253             | General Child Care                          | X                |           |                        |                       |                                |                    |
| 253-005         | CCTR - QRIS                                 | X                |           |                        |                       |                                |                    |
| 258             | California State Preschool (CSPP)           | X                |           |                        |                       |                                |                    |
| 258-005         | CSPP QRIS                                   | X                |           |                        |                       |                                |                    |
| 260             | Child Care Facilities                       | X                |           |                        |                       |                                |                    |
| 261             | Migrant Alternative Payment                 | X                |           |                        |                       |                                |                    |
| 262/265         | Child Development Reserve                   | X                |           |                        |                       |                                |                    |
| 270             | Home Visit Initiative                       | X                |           |                        |                       |                                |                    |
| 112             | Child Care Food Program (CACFP)             |                  | X         |                        |                       |                                |                    |
| 115             | Women, Infants & Children                   |                  | X         |                        |                       |                                |                    |
| 145             | NEOPB Cal Fresh                             |                  | X         |                        |                       |                                |                    |
| 139             | CACFP - San Joaquin                         |                  | X         |                        |                       |                                |                    |
|                 | <u>Food Bank</u>                            |                  | X         |                        |                       |                                |                    |
| 105             | Emergency Food Assistance                   |                  | X         |                        |                       |                                |                    |
| 111             | USDA Commodities                            |                  | X         |                        |                       |                                |                    |
| 114             | Emergency Food & Shelter                    |                  | X         |                        |                       |                                |                    |
| 135             | County of Kern CARES Food Delivery Program  |                  | X         |                        |                       |                                |                    |
| 147             | Commodity Supplemental Food Program         |                  | X         |                        |                       |                                |                    |
| 175-032         | CSBG Discretionary - Ridgecrest             |                  | X         |                        |                       |                                |                    |
| 215             | Food Bank Capacity Project                  |                  | X         |                        |                       |                                |                    |
| 216-000         | Food Bank Tax Check-Off                     |                  | X         |                        |                       |                                |                    |
| 216-087         | State Emergency Food Assistance             |                  | X         |                        |                       |                                |                    |
| 413             | Resnick Foundation                          |                  | X         |                        |                       |                                |                    |
| 422             | Feeding America Senior Hunger               |                  | X         |                        |                       |                                |                    |
| 423             | Feeding America Service Insights            |                  | X         |                        |                       |                                |                    |
| 475             | Wonderful Company Food Bank Expansion       |                  | X         |                        |                       |                                |                    |
| 485             | Southern California Gas Company (Solar)     |                  | X         |                        |                       |                                |                    |
| 461             | CAFB Food Access for Farmworkers Initiative |                  | X         |                        |                       |                                |                    |
| 467             | Wonderful Company Foundation                |                  | X         |                        |                       |                                |                    |
| 504             | Food Bank                                   |                  | X         |                        |                       |                                |                    |
| 505             | Food Bank - Expansion                       |                  | X         |                        |                       |                                |                    |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**FUNCTIONAL CLASSIFICATIONS BY FUND**  
**FISCAL YEAR 2023/24**

| Abila<br>Fund # | Fund Name                                     | PROGRAM SERVICES |           |                        |                       | SUPPORT SERVICES               |                    |
|-----------------|-----------------------------------------------|------------------|-----------|------------------------|-----------------------|--------------------------------|--------------------|
|                 |                                               | Education        | Nutrition | Energy<br>Conservation | Community<br>Services | Discretionary/<br>Fund Raising | General &<br>Admin |
|                 | <u>Energy</u>                                 |                  |           |                        |                       |                                |                    |
| 122             | Low Income Home Energy Assistance             |                  |           | X                      |                       |                                |                    |
| 123             | Dept of Energy Weatherization                 |                  |           | X                      |                       |                                |                    |
| 124             | Low Income Home Water Assistance              |                  |           | X                      |                       |                                |                    |
| 241             | LIWP Solar PV Pilot                           |                  |           | X                      |                       |                                |                    |
| 245             | LIWP Single Family                            |                  |           | X                      |                       |                                |                    |
| 484             | DAP (Disgorgement Assistance Program)         |                  |           | X                      |                       |                                |                    |
| 494             | PG&E                                          |                  |           | X                      |                       |                                |                    |
| 524             | Energy                                        |                  |           | X                      |                       |                                |                    |
|                 | <u>VITA (Volunteer Income Tax Assistance)</u> |                  |           |                        |                       |                                |                    |
| 149             | Internal Revenue Service - VITA               |                  |           |                        | X                     |                                |                    |
| 234             | CalEITC                                       |                  |           |                        | X                     |                                |                    |
|                 | <u>East Kern Family Resource Center</u>       |                  |           |                        |                       |                                |                    |
| 171             | Economic Empowerment                          |                  |           |                        | X                     |                                |                    |
| 280             | Differential Response                         |                  |           |                        | X                     |                                |                    |
| 281             | First 5 East Kern Family Resource             |                  |           |                        | X                     |                                |                    |
| 286             | First 5 Oasis Family Resource Center          |                  |           |                        | X                     |                                |                    |
| 454             | Dignity Health East Kern Health Link          |                  |           |                        | X                     |                                |                    |
| 501-005         | EKFRC: KHS Emergency Closet                   |                  |           |                        | X                     |                                |                    |
| 533             | East Kern Family Resource Center              |                  |           |                        | X                     |                                |                    |
| 534             | Oasis Family Resource Center                  |                  |           |                        | X                     |                                |                    |
|                 | <u>Youth Services</u>                         |                  |           |                        |                       |                                |                    |
| 120             | Information & Education                       |                  |           |                        | X                     |                                |                    |
| 271             | Positive Youth Development Svcs               |                  |           |                        | X                     |                                |                    |
| 274             | Positive Youth Development Svcs-Medi-Cal      |                  |           |                        | X                     |                                |                    |
| 448             | Wells Fargo Foundation                        |                  |           |                        | X                     |                                |                    |
| 527             | Shafter Youth Center                          |                  |           |                        | X                     |                                |                    |
| 527-068         | SYC - Robotics/STEM                           |                  |           |                        | X                     |                                |                    |
| 527-260         | SYC - KHS Make Bakersfield                    |                  |           |                        | X                     |                                |                    |
| 531             | Friendship House Community Center             |                  |           |                        | X                     |                                |                    |
| 531-068         | FHCC - Robotics/STEM                          |                  |           |                        | X                     |                                |                    |
| 531-070         | FHCC - Aggression Replacement Training        |                  |           |                        | X                     |                                |                    |
| 531-260         | FHCC - KHS Museum on the Move                 |                  |           |                        | X                     |                                |                    |
|                 | <u>Homeless Services</u>                      |                  |           |                        |                       |                                |                    |
| 141             | ESG CARES Act Homeless Services               |                  |           |                        | X                     |                                |                    |
| 142             | County of Kern LBNC - Safe Camping            |                  |           |                        | X                     |                                |                    |
| 160             | HUD Coordinated Entry System                  |                  |           |                        | X                     |                                |                    |
| 275             | County of Kern LBNC                           |                  |           |                        | X                     |                                |                    |
| 276             | BKRHC HHAP                                    |                  |           |                        | X                     |                                |                    |
| 278             | City of Bakersfield HHAP                      |                  |           |                        | X                     |                                |                    |
| 292             | United Way Stanislaus CES                     |                  |           |                        | X                     |                                |                    |
| 550             | CalAIM Homeless Prevention Services           |                  |           |                        | X                     |                                |                    |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**FUNCTIONAL CLASSIFICATIONS BY FUND**  
**FISCAL YEAR 2023/24**

| Abila<br>Fund # | Fund Name                                  | PROGRAM SERVICES |           |                        |                       | SUPPORT SERVICES               |                    |
|-----------------|--------------------------------------------|------------------|-----------|------------------------|-----------------------|--------------------------------|--------------------|
|                 |                                            | Education        | Nutrition | Energy<br>Conservation | Community<br>Services | Discretionary/<br>Fund Raising | General &<br>Admin |
|                 | <u>2-1-1</u>                               |                  |           |                        |                       |                                |                    |
| 164             | Cal Fresh                                  |                  |           |                        | X                     |                                |                    |
| 186             | 2-1-1 Hospital Preparedness Program        |                  |           |                        | X                     |                                |                    |
| 284             | First 5 Kern Help Me Grow                  |                  |           |                        | X                     |                                |                    |
| 288             | First 5 Kern 2-1-1                         |                  |           |                        | X                     |                                |                    |
| 366             | ReadyKern                                  |                  |           |                        | X                     |                                |                    |
| 389             | County of Kern 2-1-1                       |                  |           |                        | X                     |                                |                    |
| 428             | 2-1-1 United Way                           |                  |           |                        | X                     |                                |                    |
| 428-240         | United Way - Coordinate Entry System       |                  |           |                        | X                     |                                |                    |
| 429             | Southern CA Gas CRM Development Program    |                  |           |                        | X                     |                                |                    |
| 430             | Goodwill Industries - CA COVID-19 Call Ctr |                  |           |                        | X                     |                                |                    |
| 431             | United Way - COVID-19 Comm Resp & Relief   |                  |           |                        | X                     |                                |                    |
| 536-231         | 2-1-1: Kings County                        |                  |           |                        | X                     |                                |                    |
| 536-232         | 2-1-1: Tulare County                       |                  |           |                        | X                     |                                |                    |
| 536-233         | 2-1-1: Merced County                       |                  |           |                        | X                     |                                |                    |
| 536-234         | 2-1-1: Stanislaus County                   |                  |           |                        | X                     |                                |                    |
| 536-260         | 2-1-1: KHS Homeless Collaborative          |                  |           |                        | X                     |                                |                    |
|                 | <u>Other</u>                               |                  |           |                        |                       |                                |                    |
| 151             | ASTHO Vaccine Equity                       |                  |           |                        | X                     |                                |                    |
| 205             | BCSD Community School Partnership Program  |                  |           |                        | X                     |                                |                    |

COMMUNITY ACTION PARTNERSHIP OF KERN  
**LINE OF CREDIT ADVANCES AND REPAYMENTS**  
FISCAL YEAR 2023/24

| Date     | Advance Amount | Repayment Amount | No. of Days Borrowed | Interest Expense | Interest Rate |
|----------|----------------|------------------|----------------------|------------------|---------------|
| 03/31/23 | n/a            |                  |                      |                  |               |
| 04/30/23 | n/a            |                  |                      |                  |               |
| 05/31/23 | n/a            |                  |                      |                  |               |
| 06/30/23 | n/a            |                  |                      |                  |               |
| 07/31/23 | n/a            |                  |                      |                  |               |
| 08/31/23 | n/a            |                  |                      |                  |               |
| 09/30/23 | n/a            |                  |                      |                  |               |
| 10/31/23 | \$ 350,000     | \$ 350,000       | 42                   | \$ 3,741.83      | 9.17000%      |
| 11/30/23 | n/a            |                  |                      |                  |               |
| 12/31/23 | n/a            |                  |                      |                  |               |

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2023 for \$1.5 million during January , February, July, August 2023 and will decrease to \$350,000 during March - June 2023, Sept - Dec 2023. This agreement will terminate on January 15, 2024.  
A varied amount decrease to better manage the cash flow need during peak months.

LINE OF CREDIT COMMITMENT FEE (Based on the daily unused amount of the line of credit calculated quarterly)

| Period              | No. of Days in Period | Commitment Fee | Interest Rate |
|---------------------|-----------------------|----------------|---------------|
| 12/31/22 - 3/31/23  | 90 days               | \$ 642.01      | 8.69%         |
| 04/01/23 - 6/30/23  | 90 days               | \$ 221.18      | 8.90%         |
| 07/01/23 - 9/30/23  | 90 days               | \$ 718.75      | 8.90%         |
| 10/01/23 - 12/31/23 | 90 days               | \$ 3,741.83    | 8.90%         |

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<br>OPERATING CASH SUMMARY AS OF DECEMBER 31, 2023 |                      |
|----------------------------------------------------------------------------------------|----------------------|
| PROGRAM (FUND)                                                                         | CASH BALANCE         |
| CHILD AND ADULT CARE FOOD PROGRAM                                                      | (148,753.59)         |
| HEAD START/EARLY HEAD START                                                            | 27,730.05            |
| <b>SUBTOTAL</b>                                                                        | <b>(121,023.54)</b>  |
| GENERAL CHILD CARE                                                                     | 521,322.96           |
| MIGRANT A/P                                                                            | 4,831,589.76         |
| Child Development Reserve Fund No. 1                                                   | (7,650.43)           |
| Child Development Reserve Fund No. 2                                                   | (7,962.35)           |
| MIGRANT CHILD CARE                                                                     | 100,489.68           |
| MIGRANT SPECIALIZED SERVICES                                                           | (25,431.93)          |
| SAN JOAQUIN COE GENERAL CHILD CARE                                                     | (231,217.79)         |
| STATE PRESCHOOL                                                                        | 3,280,292.84         |
| <b>SUBTOTAL</b>                                                                        | <b>8,461,432.74</b>  |
| COMMODITY SUPPLEMENTAL FOOD PROGRAM                                                    | (96,881.79)          |
| EF&S                                                                                   | (31,055.08)          |
| EFAP                                                                                   | (61,572.36)          |
| HUD CPF Food Bank Expansion                                                            | (216,182.94)         |
| FEEDING AMERICA SERVICE INSIGHTS                                                       | 43,142.74            |
| FOOD BANK                                                                              | (317,626.17)         |
| FOOD BANK EXPANSION                                                                    | 605,623.16           |
| FOOD BANK CAPACITY PROGRAM                                                             | 261,757.59           |
| FOOD BANK - STATE                                                                      | (199,571.52)         |
| SOUTHERN CA GAS COMPANY                                                                | (20,200.96)          |
| WONDERFUL FOOD BANK EXPANSION                                                          | 1,293,039.54         |
| WONDERFUL FOUNDATION                                                                   | 221,542.73           |
| <b>SUBTOTAL</b>                                                                        | <b>1,482,014.94</b>  |
| ENERGY                                                                                 | (158,478.79)         |
| LIHEAP                                                                                 | (2,020,661.63)       |
| LIWHAP                                                                                 | (66,545.94)          |
| PG&E                                                                                   | 17,359.01            |
| TRANSFER NEGATIVE BALANCE                                                              | 2,228,327.35         |
| <b>SUBTOTAL</b>                                                                        | <b>0.00</b>          |
| CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT                                              | 0.00                 |
| <b>SUBTOTAL</b>                                                                        | <b>0.00</b>          |
| 211                                                                                    | 386,569.29           |
| ARG III - Warm Handoff                                                                 | (18,874.50)          |
| BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)                                           | (78,121.69)          |
| KCCD CERF REGIONAL CONVENOR                                                            | (46,847.83)          |
| BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION                                         | (46,834.51)          |
| BKRHC Homeless Incentive Program                                                       | (61,198.74)          |
| BKRHC-Encampment Resolution                                                            | (112.07)             |
| CALAIM HOMELESS PREVENTION SERVICES                                                    | 124,969.64           |
| CAL FRESH                                                                              | (18,240.29)          |
| CALEITC                                                                                | (75,648.91)          |
| CAPK FOUNDATION                                                                        | (49,674.88)          |
| Child Care Facilities                                                                  | 249,637.00           |
| COST POOLS                                                                             | 415,223.76           |
| COUNTY OF KERN LOW BARRIER HOMELESS CENTER                                             | (334,922.55)         |
| CSBG                                                                                   | (163,666.24)         |
| CSBG - DISCRETIONARY                                                                   | 0.00                 |
| DIFFERENTIAL RESPONSE                                                                  | (479.69)             |
| DIGNITY HEALTH                                                                         | 1,048.70             |
| DISCRETIONARY FUND                                                                     | 1,508,105.80         |
| EAST KERN FAMILY RESOURCE CENTER                                                       | 39,985.91            |
| HOMELESS SAFE CAMPING - CSLRFR (ARPA)                                                  | (219,670.72)         |
| Day 1 Families Housing Support                                                         | 5,000,000.00         |
| ASTHO VACCINE EQUITY                                                                   | (9,263.61)           |
| CITY OF BAKERSFIELD CAL VIP                                                            | (14,068.87)          |
| FIRST 5 KERN 211                                                                       | (25,727.10)          |
| FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER                                          | (19,336.78)          |
| FIRST 5 HELP ME GROW                                                                   | (36,581.51)          |
| FIRST 5 RIDGECREST FAMILY RESOURCE CENTER                                              | (39,579.92)          |
| FRIENDSHIP HOUSE                                                                       | 29,637.79            |
| City of Bakersfield - FHCC Sports Field                                                | 0.00                 |
| City of Bkfd-Cal VIP Outreach                                                          | (6,386.88)           |
| FUNDRAISING                                                                            | 275,059.44           |
| GENERAL FUND                                                                           | 176,488.29           |
| GOODWILL IND-CA State 211 COVID-19 Call Cntr Response                                  | 0.01                 |
| HOME VISIT INITIATIVE (CO OF KERN)                                                     | (478,482.53)         |
| HUD-COORDINATED ENTRY SYSTEM                                                           | (37,174.08)          |
| Kaiser                                                                                 | 85,762.33            |
| INDIRECT FUND                                                                          | 2,558,002.90         |
| IRS - VITA                                                                             | 15,383.53            |
| TAX ASSISTANCE                                                                         | 36,142.79            |
| M ST NAVIGATION CENTER                                                                 | 27,131.87            |
| NEOPB CAL FRESH HEALTHY LIVING                                                         | (168,473.00)         |
| POSITIVE YOUTH DEV SVC                                                                 | (13,249.21)          |
| POSITIVE YOUTH M                                                                       | (38,430.69)          |
| SHAFTER YOUTH CENTER                                                                   | 28,366.18            |
| OASIS FAMILY RESOURCE CENTER                                                           | 18,103.52            |
| CalCAPA-Diaper Distribution Pilot                                                      | (370.60)             |
| SIERRA FOUNDATION - ASTHMA MITIGATION                                                  | (179.83)             |
| UNITED WAY 211                                                                         | 981.55               |
| UW STANISLAUS CES                                                                      | 0.00                 |
| WELLS FARGO FOUNDATION                                                                 | 46,933.12            |
| WIC                                                                                    | (1,474,131.18)       |
| LESS: ENERGY NEGATIVE BALANCE                                                          | (2,228,327.35)       |
| ADD: LINE OF CREDIT                                                                    | 0.00                 |
| <b>SUBTOTAL</b>                                                                        | <b>5,319,477.66</b>  |
| <b>TOTAL OPERATING CASH</b>                                                            | <b>15,141,901.80</b> |

## **COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)**

### **WELLS FARGO BANK ACCOUNTS**

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.
2. Head Start Accrued Vacation: This is an interest-bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.
3. CSD Advances Account: This is an interest-bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low-Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.
4. Day 1 Families Fund: This is an interest-bearing restricted bank account that is designated for funds received for the Day 1 Families Housing Fund. As the grant is expended, funds are subsequently transferred to the Operating Account.
5. Child Development Reserve #1: This is an interest-bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Childcare (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.
6. Child Development Reserve #2: This is an interest-bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.
7. Head Start Facilities Fund: This is an interest-bearing restricted bank account required by the Office of Head Start to retain funds from the proceeds of sale for the Central Kitchen and Business Park North properties. These funds will be held in this restricted account and used for the construction of the new Central Kitchen.

Note: All CAPK bank accounts are with Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN  
5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR THE MONTH ENDED  
December 31, 2023

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

OPERATING ACCOUNT  
ACCOUNT NO: XXXXXX-X2976

|                                    |          |              |               |
|------------------------------------|----------|--------------|---------------|
| BANK BALANCE AT                    | 12/31/23 |              | 15,814,673.17 |
|                                    |          |              |               |
|                                    |          |              |               |
| LESS: OUTSTANDING CHECKS           |          | 757,606.19   |               |
|                                    |          |              |               |
|                                    |          |              |               |
| ADJUSTED BANK BALANCE AT           | 12/31/23 |              | 15,057,066.98 |
|                                    |          |              |               |
| GENERAL LEDGER BALANCE AT          | 11/30/23 |              | 10,805,485.81 |
| ADD: DEPOSITS                      |          | 2,656,303.77 |               |
| US TREAS DRAWDOWNS                 |          | 2,902,309.37 |               |
| FUNDS FROM OTHER GRANTS            |          | 3,768,725.08 |               |
| TRANSFERS FROM RESTRICTED ACCOUNTS |          | 5,000,000.00 |               |
| ADP /HEALTH EQUITY REFUND          |          | 5,973.00     |               |
| REIMBURSEMENT OF ALTERED PAYEE     |          | 2,058.86     |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
| LESS: CHECKS                       |          | 1,554,529.64 |               |
|                                    |          |              |               |
| ADP PAYROLL 12/15/23               |          | 2,713,990.93 |               |
| ADP PAYROLL 12/28/23               |          | 1,880,265.26 |               |
| EFTS FOR HRA/HSA/ STD/403B         |          | 270,408.44   |               |
| REC LOAN PRINCIPAL/INT EXPENSES    |          | 86,870.78    |               |
| TRANSFERS FROM RESTRICTED ACCOUNTS |          | -            |               |
| CREDIT CARD                        |          | 41,409.19    |               |
| BANK FEES                          |          | 1,946.63     |               |
| ACH VOUCHERS                       |          | 3,534,368.04 |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
|                                    |          |              |               |
| GENERAL LEDGER BALANCE AT          | 12/31/23 |              | 15,057,066.98 |
| DIFFERENCE:                        |          |              | -             |

|              |                                                                                            |        |                                |       |                     |
|--------------|--------------------------------------------------------------------------------------------|--------|--------------------------------|-------|---------------------|
| PREPARED BY: | <u>Lili Solorio</u>                                                                        | TITLE: | <u>Accountant</u>              | DATE: | <u>01/11/2024</u>   |
| APPROVED BY: | <u></u> | TITLE: | <u>Chief Financial Officer</u> | DATE: | <u>Jan 12, 2024</u> |

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

5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING  
**December 31, 2023**

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

ACCOUNT NO.: XXXXX-X6256

**BANK BALANCE ENDING: 12/31/23 1,018,299.27**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 12/31/23 1,018,299.27**

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**BALANCE PER G/L 11/30/23 955,541.56**

ADD: DEPOSITS 0.00

INTEREST 924.45

ROUNDING ERROR 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 61,833.26

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 12/31/23 1,018,299.27**

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DIFFERENCE: 0.00

\* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

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PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 01/05/24

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Jan 12, 2024

**COMMUNITY ACTION PARTNERSHIP OF KERN  
CSD ADVANCES ACCOUNT\*\***

5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

**BANK RECONCILIATION FOR MONTH ENDING  
December 31, 2023**

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

ACCOUNT NO.: XXXXX-X1095

**BANK BALANCE ENDING: 12/31/23 16,836.36**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 12/31/23 16,836.36**

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**BALANCE PER G/L 11/30/23 16,820.92**

ADD: DEPOSITS 0.00

INTEREST 15.44

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

WIRE TRANSFER 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 12/31/23 16,836.36**

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\* December 2009 name changed from Food Bank to DOE ARRA. DIFFERENCE: 0.00

\*\* January 2018 name changed from DOE ARRA to CSD Advances.

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PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 01/05/24

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Jan 8, 2024

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

BANK RECONCILIATION FOR MONTH ENDING  
**December 31, 2023**

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

ACCOUNT NO.: XXXXX-X1921

|                              |                 |                  |
|------------------------------|-----------------|------------------|
| <b>BANK BALANCE ENDING:</b>  | <b>12/31/23</b> | <b>21,007.00</b> |
| DEPOSITS IN TRANSIT          |                 | 0.00             |
| OUTSTANDING CHECKS           |                 | 0.00             |
| OTHER                        |                 | 0.00             |
| <b>ADJUSTED BANK BALANCE</b> | <b>12/31/23</b> | <b>21,007.00</b> |

|                                               |                 |                  |
|-----------------------------------------------|-----------------|------------------|
| <b>BALANCE PER GENERAL LEDGER</b>             | <b>11/30/23</b> | <b>21,135.19</b> |
| ADD:                                          |                 |                  |
| DEPOSITS (Credit Card Donations & Shared Fee) |                 | 0.00             |
| ONLINE DONATIONS                              |                 | 0.00             |
| PAYPAL DEPOSIT                                |                 | 0.00             |
| INTEREST                                      |                 | 19.26            |
| LESS:                                         |                 |                  |
| APPLIED MERCHANT DEBITS                       |                 | 0.00             |
| CLIENT ANALYSIS SERVICE CHARGE                |                 | 147.45           |
| BANKCARD FEES                                 |                 | 0.00             |
| CASH CONCENTRATION FEE                        |                 | 0.00             |
| FUND TRANSFER TO GENERAL FUND                 |                 | 0.00             |
|                                               |                 | 0.00             |
| <b>BALANCE PER GENERAL LEDGER:</b>            | <b>12/31/23</b> | <b>21,007.00</b> |

\* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.

Difference: 0.00

\*\* August 2010 name changed from CSBG ARRA Account to HOPE Program Account.

\*\*\* January 2018 name changed from HOPE Program Account to On-line Donations Account.

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 01/08/24

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Jan 8, 2024

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

BANK RECONCILIATION FOR MONTH ENDING  
**December 31, 2023**

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

ACCOUNT NO.: XXXXX-X6264

**BANK BALANCE ENDING: 12/31/23 7,579.70**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 12/31/23 7,579.70**

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**BALANCE PER G/L 11/30/23 7,572.75**

ADD: DEPOSITS 0.00

INTEREST 6.95

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 12/31/23 7,579.70**

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DIFFERENCE: 0.00

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PREPARED BY: Lili Solorio TITLE: Accountant DATE: 01/05/24

APPROVED BY:  TITLE: Chief Financial Officer DATE: Jan 8, 2024

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

BANK RECONCILIATION FOR MONTH ENDING  
**December 31, 2023**

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

ACCOUNT NO.: XXXXX-X2049

**BANK BALANCE ENDING: 12/31/23 97,340.82**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 12/31/23 97,340.82**

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**BALANCE PER G/L 11/30/23 97,251.58**

ADD: DEPOSITS 0.00

INTEREST 89.24

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 12/31/23 97,340.82**

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DIFFERENCE: 0.00

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PREPARED BY: Lili Solorio TITLE: Accountant DATE: 01/05/24

APPROVED BY:  TITLE: Chief Financial Officer DATE: Jan 8, 2024

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**WELLS FARGO VISA SUMMARY**  
**STATEMENTS DATED December 1, 2023 - December 31, 2023**

| <b>Cardholder</b> | <b>Position</b>                                                   | <b>Amount Charged</b> |
|-------------------|-------------------------------------------------------------------|-----------------------|
| CAPK              | Accounts Payable                                                  | \$ -                  |
| Catherine Anspach | Foundation Director of Development                                | 610.37                |
| Gloria Barbero    | Administrator - EHS San Joaquin                                   | 794.80                |
| Yolanda Gonzales  | Director of Head Start/State Child Development Programs           | 9,202.89              |
| Freddy Hernandez  | Director of Youth and Community Services                          | 4,320.95              |
| Louis Gill        | Chief Program Officer                                             | 2,689.25              |
| Lisa McGranahan   | Director of Human Resources                                       | 1,315.09              |
| Jerry Meade       | Assistant Director of Head Start/State Child Development Programs | 339.00                |
| Pritika Ram       | Chief Business Development Officer                                | 7,218.41              |
| Jeremy Tobias     | Chief Executive Officer                                           | 2,667.69              |
| Emilio Wagner     | Chief Facilities and Technology Officer                           | 2,525.20              |
| Tracy Webster     | Chief Financial Officer                                           | 2,675.35              |
| Rebecca Moreno    | Director of Housing Support Services                              | 4,001.14              |
| Susana Magana     | Director of Nutrition Services                                    | 1,414.75              |
| Total             |                                                                   | \$ 39,774.89          |



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |          |                                |
|------------------|------------------------|----------|--------------------------------|
| Name             | Capk Ap                | Company  | Community Action Partnership O |
| Account #        | XXXX-XXXX-XXXX-7017    | Currency | US Dollar                      |
| Reporting Period | 12/1/2023 - 12/29/2023 |          |                                |

| Trans Date | Post Date | Merchant Name | Charge Codes | Approved | Receipt | Amount |
|------------|-----------|---------------|--------------|----------|---------|--------|
|------------|-----------|---------------|--------------|----------|---------|--------|

Transaction Count: 0  
Total: 0.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |                                                                                   |              |  |          |                                |         |         |
|------------------|------------------------|-----------------------------------------------------------------------------------|--------------|--|----------|--------------------------------|---------|---------|
| Name             | Catherine Anspach      |                                                                                   |              |  | Company  | Community Action Partnership O |         |         |
| Account #        | XXXX-XXXX-XXXX-1647    |                                                                                   |              |  | Currency | US Dollar                      |         |         |
| Reporting Period | 12/1/2023 - 12/29/2023 |                                                                                   |              |  |          |                                |         |         |
| Trans Date       | Post Date              | Merchant Name                                                                     | Charge Codes |  |          | Approved                       | Receipt | Amount  |
| 1 11/29/2023     | 12/1/2023              | Broken Yolk Cafe<br>Bakersfield, CA                                               |              |  |          |                                |         | 66.18   |
|                  |                        | Lunch Meeting with Foundation and Valley Strong Credit Union                      |              |  |          |                                |         |         |
|                  |                        |                                                                                   |              |  |          |                                |         |         |
| 2 12/1/2023      | 12/4/2023              | Wal-Mart #2557<br>Bakersfield, CA                                                 |              |  |          |                                |         | 146.23  |
|                  |                        | Bike helmets and locks for kids that joined the programs after the bulk purchase. |              |  |          |                                |         |         |
|                  |                        |                                                                                   |              |  |          |                                |         |         |
| 3 12/1/2023      | 12/4/2023              | Dollar Tree<br>Bakersfield, CA                                                    |              |  |          |                                |         | 140.73  |
|                  |                        | Bags for the two holiday parties- Friendship House and Shafter                    |              |  |          |                                |         |         |
|                  |                        |                                                                                   |              |  |          |                                |         |         |
| 4 12/1/2023      | 12/4/2023              | Sams Club #4819<br>661-654-8565, CA                                               |              |  |          |                                |         | 99.84   |
|                  |                        | Cookie tray for holiday parties                                                   |              |  |          |                                |         |         |
|                  |                        |                                                                                   |              |  |          |                                |         |         |
| 5 12/3/2023      | 12/4/2023              | Walmart.Com<br>800-966-6546, AR                                                   |              |  |          |                                |         | -138.56 |
|                  |                        | Broken bike got returned.                                                         |              |  |          |                                |         |         |
|                  |                        |                                                                                   |              |  |          |                                |         |         |

| Trans Date                                                  | Post Date  | Merchant Name                                | Charge Codes | Approved | Receipt | Amount |
|-------------------------------------------------------------|------------|----------------------------------------------|--------------|----------|---------|--------|
| 6 12/4/2023                                                 | 12/5/2023  | Walgreens #6756<br>Bakersfield, CA           |              |          |         | 19.44  |
| Printed photos for sponsors                                 |            |                                              |              |          |         |        |
|                                                             |            |                                              |              |          |         |        |
| 7 12/5/2023                                                 | 12/6/2023  | Walgreens #6756<br>800-289-2273, CA          |              |          |         | 14.58  |
| Printed photos for sponsors.                                |            |                                              |              |          |         |        |
|                                                             |            |                                              |              |          |         |        |
| 8 12/11/2023                                                | 12/12/2023 | Logcabinflorist.Com<br>Httpslogcabin, CA     |              |          |         | 28.09  |
| Bow for the Shafter Youth Center playground ribbon cutting. |            |                                              |              |          |         |        |
|                                                             |            |                                              |              |          |         |        |
| 9 12/11/2023                                                | 12/13/2023 | Raymonds Trophy And Award<br>661-3246183, CA |              |          |         | 21.65  |
| Sponsorship plates for Shafter Youth Center                 |            |                                              |              |          |         |        |
|                                                             |            |                                              |              |          |         |        |
| 10 12/13/2023                                               | 12/14/2023 | Walgreens #6756<br>Bakersfield, CA           |              |          |         | 7.29   |
| Photos for sponsorship.                                     |            |                                              |              |          |         |        |
|                                                             |            |                                              |              |          |         |        |
| 11 12/18/2023                                               | 12/19/2023 | Dewars Candy Shop<br>Bakersfield, CA         |              |          |         | 204.90 |
| End of the year gifts for the foundation board.             |            |                                              |              |          |         |        |
|                                                             |            |                                              |              |          |         |        |

Transaction Count: 11  
**Total: 610.37**

\_\_\_\_\_  
**Employee Signature** **Date**

\_\_\_\_\_  
**Authorized Approver Signature** **Date**



Reporting Period : 12/1/2023 - 12/31/2023

Statement Summary

|                  |                        |          |                                |
|------------------|------------------------|----------|--------------------------------|
| Name             | Gloria Barbero         | Company  | Community Action Partnership O |
| Account #        | XXXX-XXXX-XXXX-7058    | Currency | US Dollar                      |
| Reporting Period | 12/1/2023 - 12/31/2023 |          |                                |

| Trans Date                                          | Post Date  | Merchant Name                              | Charge Codes | Approved | Receipt | Amount |
|-----------------------------------------------------|------------|--------------------------------------------|--------------|----------|---------|--------|
| 1 12/6/2023                                         | 12/7/2023  | Fastrak Violation Cent<br>415-486-8655, CA |              |          |         | 7.00   |
| Bridge toll fee for conference participants.        |            |                                            |              |          |         |        |
|                                                     |            |                                            |              |          |         |        |
| 2 12/15/2023                                        | 12/18/2023 | Dave Wongs<br>Stockton, CA                 |              |          |         | 187.21 |
| Site Supervisor's Team Building Staff Development.  |            |                                            |              |          |         |        |
|                                                     |            |                                            |              |          |         |        |
| 3 12/21/2023                                        | 12/26/2023 | Angelinas<br>Stockton, CA                  |              |          |         | 600.59 |
| Administration Team Building Staff Development Day. |            |                                            |              |          |         |        |
|                                                     |            |                                            |              |          |         |        |

Transaction Count: 3  
**Total: 794.80**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                                                                                                                                        |                        |                                              |              |  |          |                                |         |        |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------|--------------|--|----------|--------------------------------|---------|--------|
| Name                                                                                                                                   | Yolanda Gonzales       |                                              |              |  | Company  | Community Action Partnership O |         |        |
| Account #                                                                                                                              | XXXX-XXXX-XXXX-7009    |                                              |              |  | Currency | US Dollar                      |         |        |
| Reporting Period                                                                                                                       | 12/1/2023 - 12/29/2023 |                                              |              |  |          |                                |         |        |
| Trans Date                                                                                                                             | Post Date              | Merchant Name                                | Charge Codes |  |          | Approved                       | Receipt | Amount |
| 1 11/30/2023                                                                                                                           | 12/1/2023              | National Head Start Asso<br>703-739-0875, VA |              |  |          |                                |         | 629.00 |
| Registration for NHSA Parent and Family Engagement Conf. New Orleans, LA<br>12/4/23-12/7/23- Letisha B. 108@20%125.80/109@80%=\$503.20 |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                        |                        |                                              |              |  |          |                                |         |        |
| 2 12/1/2023                                                                                                                            | 12/4/2023              | Victory Outreach Sw Bak<br>Bakersfield, CA   |              |  |          |                                |         | 200.00 |
| Winter Office Decorations for BPN and Kaiser Building. 108@20%=\$40/109@80%=\$160                                                      |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                        |                        |                                              |              |  |          |                                |         |        |
| 3 12/1/2023                                                                                                                            | 12/4/2023              | Hobby Lobby #556<br>Bakersfield, CA          |              |  |          |                                |         | 144.34 |
| Winter Office Decorations for BPN and Kaiser Building. 108@20%=\$28.87/109@80%=\$115.47                                                |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                        |                        |                                              |              |  |          |                                |         |        |
| 4 12/2/2023                                                                                                                            | 12/4/2023              | Smore.Com<br>Www.Smore.Com, PA               |              |  |          |                                |         | 99.00  |
| Smore Membership Renewal for Program Services Administrator- Esperanza C. 270@100%=\$99                                                |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                        |                        |                                              |              |  |          |                                |         |        |

| Trans Date                                                                                                                                                                                                | Post Date  | Merchant Name                         | Charge Codes | Approved | Receipt | Amount  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------|--------------|----------|---------|---------|
| 5 12/2/2023                                                                                                                                                                                               | 12/4/2023  | Smore.Com<br>Www.Smore.Com, PA        |              |          |         | 99.00   |
| Smore Membership Renewal for Director- Yolanda Gonzales. 108@17%=\$16.83/109@68%=\$67.32/117@15%=\$14.85                                                                                                  |            |                                       |              |          |         |         |
|                                                                                                                                                                                                           |            |                                       |              |          |         |         |
| 6 12/6/2023                                                                                                                                                                                               | 12/8/2023  | Amtrak Telep<br>Washington, DC        |              |          |         | 34.00   |
| Travel- Amtrak ticket for Education Team Building Training in Stockton, CA- 2/11/23-12/14/23- Tommie Sue Cordova 117@100%=\$34                                                                            |            |                                       |              |          |         |         |
|                                                                                                                                                                                                           |            |                                       |              |          |         |         |
| 7 12/6/2023                                                                                                                                                                                               | 12/8/2023  | Amtrak Telep<br>Washington, DC        |              |          |         | -214.65 |
| Refund- Travel Amtrak Tickets for Education Team Building Training in Stockton, CA-12/11/23-12/14/23-Cynthia, Tomasa, Melissa, Rachel, Alee, Regina, Pamela, Rebecca, Tommie, Lorraine. 117@100%=\$214.65 |            |                                       |              |          |         |         |
|                                                                                                                                                                                                           |            |                                       |              |          |         |         |
| 8 12/18/2023                                                                                                                                                                                              | 12/21/2023 | Pf Changs #9817 Cp<br>Bakersfield, CA |              |          |         | 309.16  |
| Admin. Winter Staff Development Lunch 108@20%=\$61.83/109@80%=\$247.33                                                                                                                                    |            |                                       |              |          |         |         |
|                                                                                                                                                                                                           |            |                                       |              |          |         |         |
| 9 12/20/2023                                                                                                                                                                                              | 12/20/2023 | American Air<br>Fort Worth, TX        |              |          |         | 443.80  |
| Travel-AA Flight for NHSA Winter Leadership Institute Crystal City, VA 1/22/24- 1/25/24- Lillian Pimentel-Stratton. 108@20%=\$88.76/109@80%=\$355.04                                                      |            |                                       |              |          |         |         |
|                                                                                                                                                                                                           |            |                                       |              |          |         |         |
| 10 12/20/2023                                                                                                                                                                                             | 12/20/2023 | American Air<br>Fort Worth, TX        |              |          |         | 114.43  |
| Travel-AA Flight for NHSA Winter Leadership Institute Crystal City, VA 1/22/24- 1/25/24- Lillian Pimentel-Stratton. 108@20%=\$22.89/109@80%=\$91.54                                                       |            |                                       |              |          |         |         |
|                                                                                                                                                                                                           |            |                                       |              |          |         |         |

| Trans Date                                                                                                                                             | Post Date  | Merchant Name                              | Charge Codes | Approved | Receipt | Amount |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------|--------------|----------|---------|--------|
| 11 12/21/2023                                                                                                                                          | 12/22/2023 | Fastrak Violation Cent<br>415-486-8655, CA |              |          |         | 7.00   |
| Travel--Fastrak Violation while traveling to HSC Health Institute in Santa Rosa, CA 11/6/23-11/8/23- Rayjean Stone. 108@20%=\$1.40/109@80%=\$5.60      |            |                                            |              |          |         |        |
| 12 12/27/2023                                                                                                                                          | 12/27/2023 | American Air<br>Fort Worth, TX             |              |          |         | 820.80 |
| Travel--AA Flight for NHSA Winter Leadership Institute Crystal City, VA 1/22/24-1/25/24- Yolanda G. 108@17%=\$139.54/109@68%=\$558.14/117@15%=\$123.12 |            |                                            |              |          |         |        |
| 13 12/27/2023                                                                                                                                          | 12/28/2023 | American Air<br>Fort Worth, TX             |              |          |         | 656.81 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Esperanza C. 270@100%=\$656.81                                   |            |                                            |              |          |         |        |
| 14 12/27/2023                                                                                                                                          | 12/28/2023 | American Air<br>Fort Worth, TX             |              |          |         | 451.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Dena Walker 270@100%=\$451.80                                    |            |                                            |              |          |         |        |
| 15 12/27/2023                                                                                                                                          | 12/28/2023 | American Air<br>Fort Worth, TX             |              |          |         | 451.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Maria D. Cornejo 270@100%=\$451.80                               |            |                                            |              |          |         |        |
| 16 12/27/2023                                                                                                                                          | 12/28/2023 | American Air<br>Fort Worth, TX             |              |          |         | 750.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Ana Alcaraz 270@100%=\$750.80                                    |            |                                            |              |          |         |        |

| Trans Date                                                                                                                  | Post Date  | Merchant Name                  | Charge Codes | Approved | Receipt | Amount |
|-----------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------|--------------|----------|---------|--------|
| 17 12/27/2023                                                                                                               | 12/28/2023 | American Air<br>Fort Worth, TX |              |          |         | 750.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24 -Lucero Gonzales 270@100%=\$750.80     |            |                                |              |          |         |        |
|                                                                                                                             |            |                                |              |          |         |        |
| 18 12/27/2023                                                                                                               | 12/28/2023 | American Air<br>Fort Worth, TX |              |          |         | 750.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Maritza L. Martinez 270@100%=\$750.80 |            |                                |              |          |         |        |
|                                                                                                                             |            |                                |              |          |         |        |
| 19 12/27/2023                                                                                                               | 12/28/2023 | American Air<br>Fort Worth, TX |              |          |         | 750.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Maria Lievanos 270@100%=\$750.80      |            |                                |              |          |         |        |
|                                                                                                                             |            |                                |              |          |         |        |
| 20 12/27/2023                                                                                                               | 12/28/2023 | American Air<br>Fort Worth, TX |              |          |         | 451.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Verlinda Denwitty 270@100%=\$451.80   |            |                                |              |          |         |        |
|                                                                                                                             |            |                                |              |          |         |        |
| 21 12/27/2023                                                                                                               | 12/28/2023 | American Air<br>Fort Worth, TX |              |          |         | 750.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Roslyn Cruz 270@100%=\$750.80         |            |                                |              |          |         |        |
|                                                                                                                             |            |                                |              |          |         |        |
| 22 12/27/2023                                                                                                               | 12/28/2023 | American Air<br>Fort Worth, TX |              |          |         | 750.80 |
| Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Rheta Neal 270@100%=\$750.80          |            |                                |              |          |         |        |
|                                                                                                                             |            |                                |              |          |         |        |

Transaction Count: 22  
**Total: 9,202.89**

\_\_\_\_\_  
**Employee Signature** **Date**

\_\_\_\_\_  
**Authorized Approver Signature** **Date**



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                                                                                                                                                       |                        |                                              |              |  |          |                                |         |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------|--------------|--|----------|--------------------------------|---------|--------|
| Name                                                                                                                                                  | Freddy Hernandez       |                                              |              |  | Company  | Community Action Partnership O |         |        |
| Account #                                                                                                                                             | XXXX-XXXX-XXXX-8850    |                                              |              |  | Currency | US Dollar                      |         |        |
| Reporting Period                                                                                                                                      | 12/1/2023 - 12/29/2023 |                                              |              |  |          |                                |         |        |
| Trans Date                                                                                                                                            | Post Date              | Merchant Name                                | Charge Codes |  |          | Approved                       | Receipt | Amount |
| 1 11/30/2023                                                                                                                                          | 12/1/2023              | Community Action Partner<br>202-265-7546, DC |              |  |          |                                |         | 760.00 |
| Registration for Wilfredo Cruz to attend the Management and Leadership Training<br>Conference Feb 2024 - NCAP Winter Conference Includes Energy Track |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                                       |                        |                                              |              |  |          |                                |         |        |
| 2 12/1/2023                                                                                                                                           | 12/1/2023              | Statefoodsafetycom<br>801-494-1416, FL       |              |  |          |                                |         | 10.00  |
| Food Safety Training for the EKFRS Staff                                                                                                              |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                                       |                        |                                              |              |  |          |                                |         |        |
| 3 12/8/2023                                                                                                                                           | 12/11/2023             | California Family Resourc<br>916-2441980, CA |              |  |          |                                |         | 500.00 |
| California Family Resource Association Membership Renewal                                                                                             |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                                       |                        |                                              |              |  |          |                                |         |        |
| 4 12/9/2023                                                                                                                                           | 12/11/2023             | Ortegas Char Burgers<br>Bakersfield, CA      |              |  |          |                                |         | 179.58 |
| VITA Volunteer training lunch                                                                                                                         |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                                       |                        |                                              |              |  |          |                                |         |        |
| 5 12/14/2023                                                                                                                                          | 12/18/2023             | Mon Reve<br>Ridgecrest, CA                   |              |  |          |                                |         | 166.94 |
| OASIS FRC Staff Development Day Meeting 12/14/23                                                                                                      |                        |                                              |              |  |          |                                |         |        |
|                                                                                                                                                       |                        |                                              |              |  |          |                                |         |        |

| Trans Date    | Post Date  | Merchant Name                                                                             | Charge Codes | Approved | Receipt | Amount |
|---------------|------------|-------------------------------------------------------------------------------------------|--------------|----------|---------|--------|
| 6 12/15/2023  | 12/18/2023 | Wm Supercenter #1624<br>Bakersfield, CA                                                   |              |          |         | 200.00 |
|               |            | Friendship House/CalVIP gift card for participant                                         |              |          |         |        |
| 7 12/15/2023  | 12/18/2023 | Lowes #02424<br>Bakersfield, CA                                                           |              |          |         | 100.00 |
|               |            | Gas Gift Card for CalVIP Participant 12/15/23                                             |              |          |         |        |
| 8 12/15/2023  | 12/18/2023 | Hungry Hunter Steakhouse<br>Bakersfield, CA                                               |              |          |         | 128.21 |
|               |            | SYC Winter Staff Meeting Lunch 12/15/23                                                   |              |          |         |        |
| 9 12/16/2023  | 12/18/2023 | Mountain Mikes Pizza Stor<br>661-8692300, CA                                              |              |          |         | 184.34 |
|               |            | VITA Lunch for Volunteer Training                                                         |              |          |         |        |
| 10 12/21/2023 | 12/26/2023 | La Mina Cantina<br>Bakersfield, CA                                                        |              |          |         | 259.68 |
|               |            | VITA Holiday Luncheon 12/21/23                                                            |              |          |         |        |
| 11 12/22/2023 | 12/26/2023 | Suncoast Hotel & Casino<br>7023677111, NV                                                 |              |          |         | 180.80 |
|               |            | Lodging for Wilfredo Cruz to attend the NCAP Conference in Las Vegas, NV<br>February 2024 |              |          |         |        |

| Trans Date    | Post Date  | Merchant Name                                            | Charge Codes | Approved | Receipt | Amount                |
|---------------|------------|----------------------------------------------------------|--------------|----------|---------|-----------------------|
| 12 12/22/2023 | 12/26/2023 | Py *temblor Brewing Compa<br>Bakersfield, CA             |              |          |         | 1,448.06              |
|               |            | End of Year Training/Team Building Staff Development Day |              |          |         |                       |
|               |            |                                                          |              |          |         |                       |
| 13 12/22/2023 | 12/26/2023 | Yard House Zk 0108374<br>Bakersfield, CA                 |              |          |         | 203.34                |
|               |            | FHCC Staff Development Day Luncheon 12/21/23             |              |          |         |                       |
|               |            |                                                          |              |          |         |                       |
|               |            |                                                          |              |          |         | Transaction Count: 13 |
|               |            |                                                          |              |          |         | Total: 4,320.95       |

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |          |                                |
|------------------|------------------------|----------|--------------------------------|
| Name             | Louis Gill             | Company  | Community Action Partnership O |
| Account #        | XXXX-XXXX-XXXX-6829    | Currency | US Dollar                      |
| Reporting Period | 12/1/2023 - 12/29/2023 |          |                                |

| Trans Date                                                                                                                                                                                        | Post Date  | Merchant Name                                | Charge Codes | Approved | Receipt | Amount   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------|--------------|----------|---------|----------|
| 1 8/26/2023                                                                                                                                                                                       | 12/11/2023 | Dispute-Marriott Atlanta<br>Unknown          |              |          |         | -202.56  |
| REFUND FOR DISPUTED - Lodging charges for a night stay at the National Community Action Partnership Annual Convention in Atlanta, GA August22-25, 2023 (Louis Gill did not attend the conference) |            |                                              |              |          |         |          |
|                                                                                                                                                                                                   |            |                                              |              |          |         |          |
| 2 12/13/2023                                                                                                                                                                                      | 12/14/2023 | Frugattis Italian Eatery<br>Bakersfield, CA  |              |          |         | 247.33   |
| Program Administration Staff Development Day Lunch 12/12/23                                                                                                                                       |            |                                              |              |          |         |          |
|                                                                                                                                                                                                   |            |                                              |              |          |         |          |
| 3 12/26/2023                                                                                                                                                                                      | 12/28/2023 | Homes To Suites By Hilton<br>661-3682529, CA |              |          |         | 1,877.70 |
| Hotel assistance for Extreme High-Risk CalVIP Program Client to prevent being further victimized by Gun Violence.                                                                                 |            |                                              |              |          |         |          |
|                                                                                                                                                                                                   |            |                                              |              |          |         |          |
| 4 12/26/2023                                                                                                                                                                                      | 12/28/2023 | Homes To Suites By Hilton<br>661-3682529, CA |              |          |         | 766.78   |
| Hotel assistance for Extreme High-Risk CalVIP Program Client to prevent being further victimized by Gun Violence.                                                                                 |            |                                              |              |          |         |          |
|                                                                                                                                                                                                   |            |                                              |              |          |         |          |

Transaction Count: 4  
**Total: 2,689.25**

\_\_\_\_\_  
**Employee Signature** **Date**

\_\_\_\_\_  
**Authorized Approver Signature** **Date**



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |          |                                |
|------------------|------------------------|----------|--------------------------------|
| Name             | Lisa McGranahan        | Company  | Community Action Partnership O |
| Account #        | XXXX-XXXX-XXXX-9914    | Currency | US Dollar                      |
| Reporting Period | 12/1/2023 - 12/29/2023 |          |                                |

| Trans Date   | Post Date  | Merchant Name                                                                                              | Charge Codes | Approved | Receipt | Amount   |
|--------------|------------|------------------------------------------------------------------------------------------------------------|--------------|----------|---------|----------|
| 1 12/8/2023  | 12/11/2023 | Smart And Final 362<br>Bakersfield, CA                                                                     |              |          |         | 59.96    |
|              |            | Snacks for New Hires                                                                                       |              |          |         |          |
|              |            |                                                                                                            |              |          |         |          |
| 2 12/10/2023 | 12/12/2023 | Biometrics4all Inc<br>714-568-9888, CA                                                                     |              |          |         | 11.25    |
|              |            | Relay Fees for running New Hire Fingerprints Invoice Period 11/01/2023<br>11/30/23 Invoice Date 12/01/2023 |              |          |         |          |
|              |            |                                                                                                            |              |          |         |          |
| 3 12/15/2023 | 12/18/2023 | Safety Holdings<br>888-9472622, NM                                                                         |              |          |         | 1,243.88 |
|              |            | Driver Monitoring Services Invoice                                                                         |              |          |         |          |
|              |            |                                                                                                            |              |          |         |          |

Transaction Count: 3  
Total: 1,315.09

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |          |                                |
|------------------|------------------------|----------|--------------------------------|
| Name             | Jerry Meade            | Company  | Community Action Partnership O |
| Account #        | XXXX-XXXX-XXXX-8086    | Currency | US Dollar                      |
| Reporting Period | 12/1/2023 - 12/29/2023 |          |                                |

| Trans Date                                                                                     | Post Date  | Merchant Name                                 | Charge Codes | Approved | Receipt | Amount |
|------------------------------------------------------------------------------------------------|------------|-----------------------------------------------|--------------|----------|---------|--------|
| 1 12/8/2023                                                                                    | 12/11/2023 | In *everychild California<br>800-262-3246, CA |              |          |         | 339.00 |
| Payment for Conference Registration for Great Administrators EveryChild CA. for Partner Staff. |            |                                               |              |          |         |        |
|                                                                                                |            |                                               |              |          |         |        |

Transaction Count: 1  
Total: 339.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |          |                                |
|------------------|------------------------|----------|--------------------------------|
| Name             | Pritika Ram            | Company  | Community Action Partnership O |
| Account #        | XXXX-XXXX-XXXX-7074    | Currency | US Dollar                      |
| Reporting Period | 12/1/2023 - 12/29/2023 |          |                                |

| Trans Date                                                                                                          | Post Date | Merchant Name                                | Charge Codes | Approved | Receipt | Amount |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------|--------------|----------|---------|--------|
| 1 11/30/2023                                                                                                        | 12/1/2023 | Community Action Partner<br>202-265-7546, DC |              |          |         | 660.00 |
| Registration Fee for Andrea Reyes to attend the NCAP Management & Leadership Training Conference in February, 2024. |           |                                              |              |          |         |        |
| 2 12/1/2023                                                                                                         | 12/4/2023 | Color Me Mine Bakersfie<br>661-6647366, CA   |              |          |         | 100.00 |
| Deposit for Community Development Division Holiday / Staff Development Activity.                                    |           |                                              |              |          |         |        |
| 3 12/1/2023                                                                                                         | 12/4/2023 | Stk*shutterstock<br>866-6633954, NY          |              |          |         | 29.00  |
| Monthly Subscription for Stock Photos.                                                                              |           |                                              |              |          |         |        |
| 4 12/3/2023                                                                                                         | 12/4/2023 | Linkedin Ads 8973788586<br>855-6535653, CA   |              |          |         | 37.47  |
| Linkedin Ad for Head Start                                                                                          |           |                                              |              |          |         |        |
| 5 12/4/2023                                                                                                         | 12/5/2023 | Event Fee 2024 Housing<br>650-594-5955, CA   |              |          |         | 550.00 |
| Registration Fee for Vanessa Mendoza to attend CA Annual Housing Conference in Long Beach, CA.                      |           |                                              |              |          |         |        |

| Trans Date                                                                                                                                                                                      | Post Date  | Merchant Name                        | Charge Codes | Approved | Receipt | Amount  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------|--------------|----------|---------|---------|
| 6 12/7/2023                                                                                                                                                                                     | 12/11/2023 | Mamma Mia<br>Bakersfield, CA         |              |          |         | 186.54  |
| Foundation Lunch Meeting. See attached documentation.                                                                                                                                           |            |                                      |              |          |         |         |
|                                                                                                                                                                                                 |            |                                      |              |          |         |         |
| 7 12/7/2023                                                                                                                                                                                     | 12/11/2023 | Doubletree Hotels<br>504-5841300, LA |              |          |         | 507.99  |
| Hotel Fee for Oscar Martinez Contreras to attend the NHSA Conference in New Orleans.                                                                                                            |            |                                      |              |          |         |         |
|                                                                                                                                                                                                 |            |                                      |              |          |         |         |
| 8 12/7/2023                                                                                                                                                                                     | 12/11/2023 | Doubletree Hotels<br>504-5841300, LA |              |          |         | 507.99  |
| Hotel Fee for Nageley Portesgil - NHSA Conference in New Orleans.                                                                                                                               |            |                                      |              |          |         |         |
|                                                                                                                                                                                                 |            |                                      |              |          |         |         |
| 9 12/7/2023                                                                                                                                                                                     | 12/11/2023 | Doubletree Hotels<br>504-5841300, LA |              |          |         | 507.99  |
| Hotel fee for Que'Mesha Banner to attend NHSA Conference in New Orleans, LA                                                                                                                     |            |                                      |              |          |         |         |
|                                                                                                                                                                                                 |            |                                      |              |          |         |         |
| 10 12/7/2023                                                                                                                                                                                    | 12/11/2023 | Doubletree Hotels<br>504-5841300, LA |              |          |         | 6.57    |
| Fee charged for water at hotel for Que'Mesha Banner (see attached email). The credit was issued on the final invoice but no credit has been received to the agency credit card. Pending credit. |            |                                      |              |          |         |         |
|                                                                                                                                                                                                 |            |                                      |              |          |         |         |
| 11 12/7/2023                                                                                                                                                                                    | 12/13/2023 | Doubletree Hotels<br>504-5841300, LA |              |          |         | -169.33 |
| Credit Issued for hotel room for Claudia Rivera - NHSA Conference in New Orleans                                                                                                                |            |                                      |              |          |         |         |
|                                                                                                                                                                                                 |            |                                      |              |          |         |         |

| Trans Date                                                                       | Post Date  | Merchant Name                              | Charge Codes | Approved | Receipt | Amount |
|----------------------------------------------------------------------------------|------------|--------------------------------------------|--------------|----------|---------|--------|
| 12 12/8/2023                                                                     | 12/11/2023 | Linkedin Ads 8995443536<br>855-6535653, CA |              |          |         | 105.93 |
| Linkedin Ad for Head Start                                                       |            |                                            |              |          |         |        |
|                                                                                  |            |                                            |              |          |         |        |
| 13 12/12/2023                                                                    | 12/13/2023 | Lowes #00790<br>Bakersfield, CA            |              |          |         | 14.04  |
| Purchase of tool to build new Outreach Podium.                                   |            |                                            |              |          |         |        |
|                                                                                  |            |                                            |              |          |         |        |
| 14 12/13/2023                                                                    | 12/14/2023 | Sequoia Sand Downtown<br>Bakersfield, CA   |              |          |         | 200.45 |
| FACE & CSPP Case Manager Meeting Lunch on 12-14-23. See attached documentation.  |            |                                            |              |          |         |        |
|                                                                                  |            |                                            |              |          |         |        |
| 15 12/14/2023                                                                    | 12/15/2023 | Linkedin Ads 9172870923<br>855-6535653, CA |              |          |         | 96.60  |
| Linkedin Ad for Head Start                                                       |            |                                            |              |          |         |        |
|                                                                                  |            |                                            |              |          |         |        |
| 16 12/15/2023                                                                    | 12/20/2023 | Color Me Mine Bakersfie<br>661-6647366, CA |              |          |         | 8.25   |
| Fee charged for 2-1-1 Holiday / Staff Development Event. Noted on final invoice. |            |                                            |              |          |         |        |
|                                                                                  |            |                                            |              |          |         |        |
| 17 12/18/2023                                                                    | 12/19/2023 | Mikado Teppan And Sushi<br>Bakersfield, CA |              |          |         | 538.67 |
| Community Development Division Holiday / Staff Development Lunch.                |            |                                            |              |          |         |        |
|                                                                                  |            |                                            |              |          |         |        |

| Trans Date                                                                                                                           | Post Date  | Merchant Name                                | Charge Codes | Approved | Receipt | Amount   |
|--------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------|--------------|----------|---------|----------|
| 18 12/19/2023                                                                                                                        | 12/20/2023 | Color Me Mine Bakersfie<br>661-6647366, CA   |              |          |         | 448.84   |
| Activity Fee for 2-1-1 Holiday / Staff Development meeting.                                                                          |            |                                              |              |          |         |          |
|                                                                                                                                      |            |                                              |              |          |         |          |
| 19 12/19/2023                                                                                                                        | 12/22/2023 | Que Pasa Mexican Cafe-Mar<br>661-6641400, CA |              |          |         | 561.92   |
| Meal for 2-1-1 Holiday / Staff Development meeting.                                                                                  |            |                                              |              |          |         |          |
|                                                                                                                                      |            |                                              |              |          |         |          |
| 20 12/20/2023                                                                                                                        | 12/21/2023 | Facebk *467l6xfem2<br>Fb.Me/Ads, CA          |              |          |         | 70.49    |
| Facebook Ad for Head Start                                                                                                           |            |                                              |              |          |         |          |
|                                                                                                                                      |            |                                              |              |          |         |          |
| 21 12/20/2023                                                                                                                        | 12/21/2023 | Facebk *3huqaxbfm2<br>Fb.Me/Ads, CA          |              |          |         | 4.93     |
| Facebook Ad for Head Start                                                                                                           |            |                                              |              |          |         |          |
|                                                                                                                                      |            |                                              |              |          |         |          |
| 22 12/20/2023                                                                                                                        | 12/21/2023 | Event Fee 2024 Housing<br>650-594-5955, CA   |              |          |         | 1,100.00 |
| Registration fee for Karen Vazquez & Bradley Ryan Fergon to attend the Housing California Conference in Long Beach, CA.              |            |                                              |              |          |         |          |
|                                                                                                                                      |            |                                              |              |          |         |          |
| 23 12/21/2023                                                                                                                        | 12/22/2023 | Red Rock Adv Room Dep<br>9999999999, NV      |              |          |         | 270.07   |
| Hotel Advance Deposit for Savannah Maldonado to attend the NCAP Management & Leadership Conference in Las Vegas, NV in February 2024 |            |                                              |              |          |         |          |
|                                                                                                                                      |            |                                              |              |          |         |          |

| Trans Date                                                                                                                     | Post Date  | Merchant Name                           | Charge Codes | Approved | Receipt | Amount |
|--------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------|--------------|----------|---------|--------|
| 24 12/21/2023                                                                                                                  | 12/22/2023 | Red Rock Adv Room Dep<br>9999999999, NV |              |          |         | 270.07 |
| Hotel Advance Deposit for Andrea Reyes to attend the NCAP Management & Leadership Conference in Las Vegas, NV in February 2024 |            |                                         |              |          |         |        |
| 25 12/21/2023                                                                                                                  | 12/22/2023 | Red Rock Adv Room Dep<br>9999999999, NV |              |          |         | 270.07 |
| Hotel Advance Deposit for Pritika Ram to attend the NCAP Management & Leadership Conference in Las Vegas, NV in February 2024  |            |                                         |              |          |         |        |
| 26 12/27/2023                                                                                                                  | 12/28/2023 | Red Rock Adv Room Dep<br>9999999999, NV |              |          |         | 270.07 |
| Hotel Advance Deposit for Vanessa Mendoza for NCAP Management & Leadership Conference in Las Vegas, NV.                        |            |                                         |              |          |         |        |
| 27 12/28/2023                                                                                                                  | 12/29/2023 | Facebk Yf442xpwa2<br>650-5434800, CA    |              |          |         | 63.79  |
| Facebook Ad - Head Start Recruitment                                                                                           |            |                                         |              |          |         |        |

Transaction Count: 27  
Total: 7,218.41

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

| Name                                                                                                        | Jeremy Tobias          |                                              |              | Company  | Community Action Partnership O |        |
|-------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------|--------------|----------|--------------------------------|--------|
| Account #                                                                                                   | XXXX-XXXX-XXXX-7066    |                                              |              | Currency | US Dollar                      |        |
| Reporting Period                                                                                            | 12/1/2023 - 12/29/2023 |                                              |              |          |                                |        |
| Trans Date                                                                                                  | Post Date              | Merchant Name                                | Charge Codes | Approved | Receipt                        | Amount |
| 1 11/30/2023                                                                                                | 12/1/2023              | Community Action Partner<br>202-265-7546, DC |              |          |                                | 660.00 |
| Registration Fee for Jeremy Tobias to attend the NCAP Management & Leadership Conference in February, 2024. |                        |                                              |              |          |                                |        |
|                                                                                                             |                        |                                              |              |          |                                |        |
| 2 12/1/2023                                                                                                 | 12/4/2023              | Exxon Summit<br>Bakersfield, CA              |              |          |                                | 74.15  |
| Gasoline for CEO's Agency Vehicle.                                                                          |                        |                                              |              |          |                                |        |
|                                                                                                             |                        |                                              |              |          |                                |        |
| 3 12/13/2023                                                                                                | 12/14/2023             | Bonnies Best Cafe<br>Bakersfield, CA         |              |          |                                | 123.75 |
| Lunch for Executive Committee Meeting on 12/13/23. See attached documentation.                              |                        |                                              |              |          |                                |        |
|                                                                                                             |                        |                                              |              |          |                                |        |
| 4 12/14/2023                                                                                                | 12/18/2023             | Mamma Mia<br>Bakersfield, CA                 |              |          |                                | 750.00 |
| Gift Cards for Holiday Gift for Board Members (15 x \$50 each).                                             |                        |                                              |              |          |                                |        |
|                                                                                                             |                        |                                              |              |          |                                |        |
| 5 12/14/2023                                                                                                | 12/18/2023             | Mamma Mia<br>Bakersfield, CA                 |              |          |                                | 123.92 |
| Executive Division Holiday / Staff Development Lunch. See attached documentation.                           |                        |                                              |              |          |                                |        |
|                                                                                                             |                        |                                              |              |          |                                |        |

| Trans Date                                                                                                                                          | Post Date  | Merchant Name                           | Charge Codes | Approved | Receipt | Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------|--------------|----------|---------|--------|
| 6 12/18/2023                                                                                                                                        | 12/20/2023 | Shell Oil12822045014<br>Bakersfield, CA |              |          |         | 83.24  |
| Gasoline for CEO's Agency Vehicle                                                                                                                   |            |                                         |              |          |         |        |
|                                                                                                                                                     |            |                                         |              |          |         |        |
| 7 12/21/2023                                                                                                                                        | 12/22/2023 | Red Rock Adv Room Dep<br>9999999999, NV |              |          |         | 270.07 |
| Hotel Advance Deposit for Board Member Denise Boshers to attend the<br>NCAP Management & Leadership Conference in Las Vegas, NV in February<br>2024 |            |                                         |              |          |         |        |
|                                                                                                                                                     |            |                                         |              |          |         |        |
| 8 12/22/2023                                                                                                                                        | 12/26/2023 | Red Rock Adv Room Dep<br>9999999999, NV |              |          |         | 552.57 |
| Hotel Room Deposit for Jeremy Tobias - NCAP Management & Leadership<br>Conference in Las Vegas                                                      |            |                                         |              |          |         |        |
|                                                                                                                                                     |            |                                         |              |          |         |        |
| 9 12/23/2023                                                                                                                                        | 12/26/2023 | McW#1006-Coffee<br>866-2543229, CA      |              |          |         | 29.99  |
| Monthly Car Wash Fee for CEO's Agency Vehicle.                                                                                                      |            |                                         |              |          |         |        |
|                                                                                                                                                     |            |                                         |              |          |         |        |

Transaction Count: 9  
Total: 2,667.69

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                                                                                                                  |                        |                                           |              |          |                                |              |          |
|------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------|--------------|----------|--------------------------------|--------------|----------|
| Name                                                                                                             | Emilio Wagner          |                                           |              | Company  | Community Action Partnership O |              |          |
| Account #                                                                                                        | XXXX-XXXX-XXXX-7041    |                                           |              | Currency | US Dollar                      |              |          |
| Reporting Period                                                                                                 | 12/1/2023 - 12/29/2023 |                                           |              |          |                                |              |          |
| Trans Date                                                                                                       | Post Date              | Merchant Name                             | Charge Codes |          | Approved                       | Receipt      | Amount   |
| 1 12/8/2023                                                                                                      | 12/11/2023             | Microsoft#g034252520<br>Msbill.Info, WA   |              |          | <div></div>                    | <div>✓</div> | 1,256.84 |
| Microsoft Billing Period 11/1/23 to 11/30/23                                                                     |                        |                                           |              |          |                                |              |          |
| <div></div>                                                                                                      |                        |                                           |              |          |                                |              |          |
| 2 12/9/2023                                                                                                      | 12/11/2023             | Target 00025247<br>Bakersfield, CA        |              |          | <div></div>                    | <div>✓</div> | 41.98    |
| Target Label Maker purchase                                                                                      |                        |                                           |              |          |                                |              |          |
| <div></div>                                                                                                      |                        |                                           |              |          |                                |              |          |
| 3 12/14/2023                                                                                                     | 12/18/2023             | Four Points Bakersfiel<br>Bakersfield, CA |              |          | <div></div>                    | <div>✓</div> | 753.20   |
| Four Points room rental fees for Orville Abello, returning to Bakersfield to assist with BPN move to 18th Street |                        |                                           |              |          |                                |              |          |
| <div></div>                                                                                                      |                        |                                           |              |          |                                |              |          |
| 4 12/19/2023                                                                                                     | 12/20/2023             | Msft * E0200q3uan<br>Msbill.Info, WA      |              |          | <div></div>                    | <div>✓</div> | 11.20    |
| Billing period 11/3/23 to 12/18/23                                                                               |                        |                                           |              |          |                                |              |          |
| <div></div>                                                                                                      |                        |                                           |              |          |                                |              |          |
| 5 12/19/2023                                                                                                     | 12/20/2023             | WI *mindbody Inc<br>805-250-8506, CA      |              |          | <div></div>                    | <div>✓</div> | 461.98   |
| Recurring Subscription for Account #1572769                                                                      |                        |                                           |              |          |                                |              |          |
| <div></div>                                                                                                      |                        |                                           |              |          |                                |              |          |

Transaction Count: 5  
**Total: 2,525.20**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |                                           |                                                                          |  |          |                                |         |          |
|------------------|------------------------|-------------------------------------------|--------------------------------------------------------------------------|--|----------|--------------------------------|---------|----------|
| Name             | Tracy Webster          |                                           |                                                                          |  | Company  | Community Action Partnership O |         |          |
| Account #        | XXXX-XXXX-XXXX-6993    |                                           |                                                                          |  | Currency | US Dollar                      |         |          |
| Reporting Period | 12/1/2023 - 12/29/2023 |                                           |                                                                          |  |          |                                |         |          |
| Trans Date       | Post Date              | Merchant Name                             | Charge Codes                                                             |  |          | Approved                       | Receipt | Amount   |
| 1 12/2/2023      | 12/4/2023              | Newmark Corporation<br>757-466-2866, VA   | 5005 Business Park North Drain work required. Request by Maria Contreras |  |          | _____                          | _____   | 646.50   |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
| 2 12/8/2023      | 12/11/2023             | Sq *corks & Strokes<br>Gosq.Com, CA       | December Finance Team Building Event                                     |  |          | _____                          | _____   | 709.04   |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
| 3 12/11/2023     | 12/12/2023             | Meathead Movers Inc<br>805-5446328, CA    | CALVIP Program Family Relocation Request from Lois Hannible.             |  |          | _____                          | _____   | 1,644.25 |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
| 4 12/11/2023     | 12/13/2023             | Securcare Self Storage<br>661-8346475, CA | CALVIP Program Family Relocation Request from Lois Hannible.             |  |          | _____                          | _____   | 296.00   |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
| 5 12/11/2023     | 12/13/2023             | Securcare Self Storage<br>661-8346475, CA | CALVIP Program Storage for Family Relocation request Lois Hannible       |  |          | _____                          | _____   | 58.56    |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |
|                  |                        |                                           |                                                                          |  |          |                                |         |          |

| Trans Date                                                     | Post Date  | Merchant Name                          | Charge Codes | Approved | Receipt | Amount  |
|----------------------------------------------------------------|------------|----------------------------------------|--------------|----------|---------|---------|
| 6 12/21/2023                                                   | 12/27/2023 | Meathead Movers Inc<br>805-5446328, CA |              |          |         | -679.00 |
| CALVIP Program for Family Relocation request by Lois Hannible. |            |                                        |              |          |         |         |
|                                                                |            |                                        |              |          |         |         |

Transaction Count: 6  
Total: 2,675.35

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                                                                   |                        |                                         |              |  |          |                                |         |        |
|-------------------------------------------------------------------|------------------------|-----------------------------------------|--------------|--|----------|--------------------------------|---------|--------|
| Name                                                              | Rebecca Moreno         |                                         |              |  | Company  | Community Action Partnership O |         |        |
| Account #                                                         | XXXX-XXXX-XXXX-4956    |                                         |              |  | Currency | US Dollar                      |         |        |
| Reporting Period                                                  | 12/1/2023 - 12/29/2023 |                                         |              |  |          |                                |         |        |
| Trans Date                                                        | Post Date              | Merchant Name                           | Charge Codes |  |          | Approved                       | Receipt | Amount |
| 1 12/18/2023                                                      | 12/19/2023             | Costco Whse #0643<br>Bakersfield, CA    |              |  |          |                                |         | 141.92 |
| Housing & Supportive Services Staff Development purchase 12/19/23 |                        |                                         |              |  |          |                                |         |        |
|                                                                   |                        |                                         |              |  |          |                                |         |        |
| 2 12/18/2023                                                      | 12/19/2023             | Costco Whse #0643<br>Bakersfield, CA    |              |  |          |                                |         | 88.86  |
| Pie's for M Street Navigation Center holiday meal Dec 2023        |                        |                                         |              |  |          |                                |         |        |
|                                                                   |                        |                                         |              |  |          |                                |         |        |
| 3 12/20/2023                                                      | 12/21/2023             | Wm Supercenter #1624<br>Bakersfield, CA |              |  |          |                                |         | 29.21  |
| Housing & Supportive Services items for Staff Development Day     |                        |                                         |              |  |          |                                |         |        |
|                                                                   |                        |                                         |              |  |          |                                |         |        |
| 4 12/21/2023                                                      | 12/22/2023             | Brooklyns Bbq<br>661-3332525, CA        |              |  |          |                                |         | 996.81 |
| Housing & Supportive Services food for Staff Development Day      |                        |                                         |              |  |          |                                |         |        |
|                                                                   |                        |                                         |              |  |          |                                |         |        |
| 5 12/21/2023                                                      | 12/22/2023             | Smart And Final 326<br>Bakersfield, CA  |              |  |          |                                |         | 44.34  |
| Housing & Supportive Services items for Staff Development Day     |                        |                                         |              |  |          |                                |         |        |
|                                                                   |                        |                                         |              |  |          |                                |         |        |

| Trans Date                                                         | Post Date  | Merchant Name                 | Charge Codes | Approved | Receipt | Amount |
|--------------------------------------------------------------------|------------|-------------------------------|--------------|----------|---------|--------|
| 6 12/26/2023                                                       | 12/28/2023 | Wipfli Llp<br>608-2741980, WI |              |          |         | 900.00 |
| OMB's Uniform Guidance training Webinar 1/9/24 for Laurie Hughey   |            |                               |              |          |         |        |
|                                                                    |            |                               |              |          |         |        |
| 7 12/26/2023                                                       | 12/28/2023 | Wipfli Llp<br>608-2741980, WI |              |          |         | 900.00 |
| OMB's Uniform Guidance training Webinar 1/9/24 for Albert Garza    |            |                               |              |          |         |        |
|                                                                    |            |                               |              |          |         |        |
| 8 12/26/2023                                                       | 12/28/2023 | Wipfli Llp<br>608-2741980, WI |              |          |         | 900.00 |
| OMB's Uniform Guidance training Webinar 1/9/24 for Rosario Miranda |            |                               |              |          |         |        |
|                                                                    |            |                               |              |          |         |        |

Transaction Count: 8

Total: 4,001.14

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

|                  |                        |                                                               |              |  |          |                                |         |        |
|------------------|------------------------|---------------------------------------------------------------|--------------|--|----------|--------------------------------|---------|--------|
| Name             | Susana Magana          |                                                               |              |  | Company  | Community Action Partnership O |         |        |
| Account #        | XXXX-XXXX-XXXX-6693    |                                                               |              |  | Currency | US Dollar                      |         |        |
| Reporting Period | 12/1/2023 - 12/29/2023 |                                                               |              |  |          |                                |         |        |
| Trans Date       | Post Date              | Merchant Name                                                 | Charge Codes |  |          | Approved                       | Receipt | Amount |
| 1 12/4/2023      | 12/6/2023              | Vons #2033<br>Bakersfield, CA                                 |              |  |          |                                |         | 18.06  |
|                  |                        | Special Diet Food                                             |              |  |          |                                |         |        |
|                  |                        |                                                               |              |  |          |                                |         |        |
| 2 12/4/2023      | 12/6/2023              | Albertsons #3172<br>Bakersfield, CA                           |              |  |          |                                |         | 123.53 |
|                  |                        | Special Diet Food                                             |              |  |          |                                |         |        |
|                  |                        |                                                               |              |  |          |                                |         |        |
| 3 12/7/2023      | 12/11/2023             | Hobby Lobby #556<br>Bakersfield, CA                           |              |  |          |                                |         | 252.18 |
|                  |                        | Purchase Hobby Lobby #556                                     |              |  |          |                                |         |        |
|                  |                        |                                                               |              |  |          |                                |         |        |
| 4 12/12/2023     | 12/13/2023             | Ntlrest Servsafe<br>312-7151010, IL                           |              |  |          |                                |         | 30.00  |
|                  |                        | Food Handlers Certificates for JaNell Gore & Cassandra Worthy |              |  |          |                                |         |        |
|                  |                        |                                                               |              |  |          |                                |         |        |
| 5 12/13/2023     | 12/14/2023             | Costco Whse #0688<br>Bakersfield, CA                          |              |  |          |                                |         | 204.65 |
|                  |                        | MCAP Division Staff Development supplies                      |              |  |          |                                |         |        |
|                  |                        |                                                               |              |  |          |                                |         |        |

| Trans Date                                                    | Post Date  | Merchant Name                               | Charge Codes | Approved | Receipt | Amount |
|---------------------------------------------------------------|------------|---------------------------------------------|--------------|----------|---------|--------|
| 6 12/13/2023                                                  | 12/15/2023 | The Home Depot 1050<br>Bakersfield, CA      |              |          |         | 247.89 |
| MCAP Program Supplies for the Christmas Tree for Family Event |            |                                             |              |          |         |        |
|                                                               |            |                                             |              |          |         |        |
| 7 12/13/2023                                                  | 12/15/2023 | The Home Depot 1050<br>Bakersfield, CA      |              |          |         | 80.67  |
| MCAP Program Staff Development Day giveaways 12/15/23         |            |                                             |              |          |         |        |
|                                                               |            |                                             |              |          |         |        |
| 8 12/13/2023                                                  | 12/15/2023 | Sees Candy 0199<br>Bakersfield, CA          |              |          |         | 43.00  |
| MCAP Program Staff Development Day giveaways 12/15/23         |            |                                             |              |          |         |        |
|                                                               |            |                                             |              |          |         |        |
| 9 12/13/2023                                                  | 12/15/2023 | The Home Depot #1050<br>Bakersfield, CA     |              |          |         | 10.70  |
| MCAP Program Staff Development Day giveaways 12/15/23         |            |                                             |              |          |         |        |
|                                                               |            |                                             |              |          |         |        |
| 10 12/14/2023                                                 | 12/15/2023 | Costco Whse #0688<br>Bakersfield, CA        |              |          |         | 257.73 |
| MCAP Program Staff Development Day food supplies 12/15/23     |            |                                             |              |          |         |        |
|                                                               |            |                                             |              |          |         |        |
| 11 12/26/2023                                                 | 12/27/2023 | Lassens Natural Foods-Bk<br>Bakersfield, CA |              |          |         | 146.34 |
| Special Diet-Foods/Milk's                                     |            |                                             |              |          |         |        |
|                                                               |            |                                             |              |          |         |        |

Transaction Count: 11  
**Total: 1,414.75**

**Employee Signature** **Date**

**Authorized Approver Signature** **Date**

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**CENTRAL KITCHEN - BUDGET TO ACTUAL**  
**FOR THE PERIOD MARCH 1, 2023 TO FEBRUARY 28, 2024 (10 OF 12 MONTHS OR 83.3%)**

| Line Item                            | 2023/24<br>Budget | 3/1/23 - 2/28/24<br>Actual | %<br>Expended | Available<br>Budget |
|--------------------------------------|-------------------|----------------------------|---------------|---------------------|
| USDA Revenue (Note A)                | 1,632,027         | 1,029,054                  | 63.1%         | 602,973             |
| Head Start Subsidy                   | <u>1,120,549</u>  | <u>1,098,444</u>           | <u>98.0%</u>  | <u>22,105</u>       |
| Total Revenue                        | <u>2,752,576</u>  | <u>2,127,498</u>           | <u>77.3%</u>  | <u>625,078</u>      |
| Expenditures (Note B)                |                   |                            |               |                     |
| Salaries                             | 880,250           | 636,891                    | 72.4%         | 243,359             |
| Benefits                             | 253,487           | 182,758                    | 72.1%         | 70,729              |
| Vehicle Gasoline, Repair/Maintenance | 45,000            | 38,041                     | 84.5%         | 6,959               |
| Space Costs                          | 121,700           | 138,419                    | 113.7%        | (16,719)            |
| Supplies - Office & Food Service     | 106,000           | 113,417                    | 107.0%        | (7,417)             |
| Equipment Repair/Maintenance & Lease | 25,000            | 16,214                     | 64.9%         | 8,786               |
| Communication                        | 13,000            | 12,159                     | 93.5%         | 841                 |
| Risk Insurance                       | 12,700            | 10,712                     | 84.3%         | 1,988               |
| Printing                             | 1,000             | 719                        | 71.9%         | 281                 |
| Hiring & Employee Costs              | 1,200             | 1,439                      | 119.9%        | (239)               |
| First Aid                            | 500               | -                          | 0.0%          | 500                 |
| Raw Food/Vended Meals                | <u>1,015,580</u>  | <u>763,080</u>             | <u>75.1%</u>  | <u>252,500</u>      |
| Sub Total                            | 2,475,417         | 1,913,848                  | 77.3%         | 561,569             |
| Adult Meals Prepared                 | 128,794           | 121,328                    | 94.2%         | 7,466               |
| Indirect                             | <u>148,365</u>    | <u>92,322</u>              | <u>62.2%</u>  | <u>56,043</u>       |
| Total Expenditures                   | <u>2,752,576</u>  | <u>2,127,498</u>           | <u>77.3%</u>  | <u>625,078</u>      |

|                                          | Prior Period   | DECEMBER 2023 | Cumulative     |
|------------------------------------------|----------------|---------------|----------------|
| Total Meals Prepared and Vended (Note C) | 493,546        | 47,661        | 541,207        |
| Total Meals Claimed                      | <u>309,622</u> | <u>29,718</u> | <u>339,340</u> |
| Difference                               | 183,924        | 17,943        | 201,867        |
| Percentage Claimed to Prepared/Vended    |                | 62.4%         | 62.7%          |

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 7/1/23 - 6/30/24 (6 OF 12 MONTHS = 50.0%)**

| Contract CMAP-3000                                      | July 2023    | Aug 2023     | Sept 2023    | Oct 2023     | Nov 2023     | Dec 2023     | Jan 2024   | Feb 2024   | Mar 2024   | Apr 2024   | May 2024   | June 2024  | Total             | %              | % Earned to MRA |
|---------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|------------|------------|------------|------------|------------|-------------------|----------------|-----------------|
| Provider Payments                                       | \$ 2,757,847 | \$ 2,862,065 | \$ 2,721,617 | \$ 2,218,128 | \$ 2,186,332 | \$ 2,072,364 | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ 14,818,354     |                |                 |
| Add: Family Fees                                        | -            | -            | -            | 55           | 55           | -            | -          | -          | -          | -          | -          | -          | \$ 109            |                |                 |
| Net Provider Payments                                   | \$ 2,757,847 | \$ 2,862,065 | \$ 2,721,617 | \$ 2,218,183 | \$ 2,186,387 | \$ 2,072,364 | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ 14,818,464     | 83.75%         |                 |
| Maximum Reimbursable Amount (MRA) for Provider Payments |              |              |              |              |              |              |            |            |            |            |            |            | <b>23,640,785</b> |                | <b>62.68%</b>   |
| <u>Administration &amp; Support Services Revenue</u>    |              |              |              |              |              |              |            |            |            |            |            |            |                   |                |                 |
| Provider Payments                                       | \$ 2,757,847 | \$ 2,862,065 | \$ 2,721,617 | \$ 2,218,183 | \$ 2,186,387 | \$ 2,072,364 | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ 14,818,464     |                |                 |
| Reimbursement Rate                                      | x 23.8390%   | x 23.8390%   | x 23.8390%   | x 23.8390%   | x 23.8390%   | x 23.8390%   | x 23.8390% | x 23.8390% | x 23.8390% | x 23.8390% | x 23.8390% | x 23.8390% | x 23.8390%        |                |                 |
| Revenue Earned                                          | \$ 657,443   | \$ 682,288   | \$ 648,807   | \$ 528,793   | \$ 521,213   | \$ 494,031   | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ 3,532,575      |                |                 |
| Program Administration/Support Services Costs           | 177,428      | 196,747      | 286,677      | 115,970      | 205,045      | 332,371      | -          | -          | -          | -          | -          | -          | 1,314,238         | 7.43%          |                 |
| Indirect (10% x MTDC) Costs                             | 292,056      | 304,728      | 299,241      | 231,786      | 236,882      | 195,953      | -          | -          | -          | -          | -          | -          | 1,560,645         | 8.82%          |                 |
| Transfer Indirect to CSBG                               | -            | -            | -            | -            | -            | -            | -          | -          | -          | -          | -          | -          | -                 |                |                 |
| Total Operating Costs                                   | \$ 469,484   | \$ 501,475   | \$ 585,918   | \$ 347,756   | \$ 441,927   | \$ 528,324   | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | <u>2,874,883</u>  | 16.25%         |                 |
| Revenue Earned Over/(Under) Costs                       | \$ 187,960   | \$ 180,813   | \$ 62,889    | \$ 181,037   | \$ 79,286    | \$ (34,293)  | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | <u>657,692</u>    |                |                 |
| TOTAL COSTS - NET OF FAMILY FEES                        | \$ 3,227,331 | \$ 3,363,540 | \$ 3,307,535 | \$ 2,565,939 | \$ 2,628,314 | \$ 2,600,688 | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | <u>17,693,347</u> | <u>100.00%</u> |                 |

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

|                                      |                  |
|--------------------------------------|------------------|
| Provider payments                    | 14,818,464       |
| Reimbursement Rate (19.25% / 80.75%) | x 23.8390%       |
| Revenue Earned                       | <u>3,532,574</u> |

Note 2: The maximum reimbursable amount per the 2022/23 State contract is as follows:

|                                   |                   |                |
|-----------------------------------|-------------------|----------------|
| Provider Payments                 | 23,640,785        | 80.75%         |
| Administration                    | 4,757,434         | 16.25%         |
| Support Services                  | 878,295           | <u>3.00%</u>   |
| Maximum Reimbursable Amount (MRA) | <u>29,276,514</u> | <u>100.00%</u> |

Note 3: Increase to contract was received August 2023 in the amount of \$55,652.

COMMUNITY ACTION PARTNERSHIP OF KERN  
STATE DEPARTMENT OF EDUCATION 2023/24 CONTRACTS - EARNED REVENUE  
FOR THE PERIOD 7/1/23 - 6/30/24 (6 OF 12 MONTHS = 50.0%)

|                                                 | Jul-23           | Aug-23           | Sep-23           | Oct-23           | Nov-23           | Dec-23           | Jan-24           | Feb-24           | Mar-24           | Apr-24           | May-24           | Jun-24           | TOTAL              | % Earned to MRA |
|-------------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|-----------------|
| <b>GENERAL CHILD CARE (CCTR-3063)</b>           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                    |                 |
| Adjusted Days of Enrollment - Certified         | 5,189            | 6,077            | 5,517            | 6,065            | 5,391            | 5,301            | -                | -                | -                | -                | -                | -                | 33,539             |                 |
| Reimbursement Rate per Child per Day            | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | X \$51.55          |                 |
| Revenue Earned                                  | \$ 267,471       | \$ 313,264       | \$ 284,402       | \$ 312,630       | \$ 277,904       | \$ 262,622       | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ 1,718,293       | <b>43.72%</b>   |
| Maximum Reimbursable Amount (MRA)               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  | <b>\$3,930,503</b> |                 |
| <u>Flex Factor</u>                              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                    |                 |
| Attendance Percentage (Attendance/Enrollment)   | 99.38%           | 99.76%           | 99.82%           | 99.78%           | 99.26%           | 99.41%           |                  |                  |                  |                  |                  |                  |                    | <b>99.58%</b>   |
| Five Percent Flexibility, Maximum = 100 Percent | 100.00%          | 100.00%          | 100.00%          | 100.00%          | 100.00%          | 100.00%          |                  |                  |                  |                  |                  |                  |                    | 100.00%         |
| <b>CALIFORNIA STATE PRESCHOOL (CSPP-2120)</b>   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                    |                 |
| Adjusted Days of Enrollment - Certified         | 3,104            | 6,787            | 8,232            | 10,641           | 9,521            | 8,342            | -                | -                | -                | -                | -                | -                | 46,628             |                 |
| Reimbursement Rate per Child per Day            | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | <u>X \$5.27</u>  | X \$5.27           |                 |
| Revenue Earned                                  | \$ 171,560       | \$ 375,128       | \$ 454,961       | \$ 588,144       | \$ 526,245       | \$ 461,074       | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ 2,577,111       | <b>36.36%</b>   |
| Maximum Reimbursable Amount (MRA)               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  | <b>\$7,087,664</b> |                 |
| <u>Flex Factor</u>                              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                    |                 |
| Attendance Percentage (Attendance/Enrollment)   | 99.42%           | 98.76%           | 98.62%           | 98.53%           | 98.63%           | 100.00%          |                  |                  |                  |                  |                  |                  |                    | <b>98.92%</b>   |
| Five Percent Flexibility, Maximum = 100 Percent | 100.00%          | 100.00%          | 100.00%          | 100.00%          | 100.00%          | 100.00%          |                  |                  |                  |                  |                  |                  |                    | 100.00%         |
| <b>MIGRANT CHILD CARE (CMIG-2004)</b>           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                    |                 |
| Adjusted Days of Enrollment - Certified         | 18               | 50               | 65               | 79               | 58               | 68               | -                | -                | -                | -                | -                | -                | 336                |                 |
| Reimbursement Rate per Child per Day            | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | <u>X \$51.55</u> | X \$51.55          |                 |
| Revenue Earned                                  | \$ 907           | \$ 2,552         | \$ 3,374         | \$ 4,054         | \$ 2,964         | \$ 3,480         | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ 17,331          | <b>5.95%</b>    |
| Maximum Reimbursable Amount (MRA)               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  | <b>\$291,239</b>   |                 |
| <u>Flex Factor</u>                              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                    |                 |
| Attendance Percentage (Attendance/Enrollment)   | 100.00%          | 100.00%          | 92.75%           | 98.78%           | 100.00%          | 100.00%          |                  |                  |                  |                  |                  |                  |                    | <b>98.28%</b>   |
| Five Percent Flexibility, Maximum = 100 Percent | 100.00%          | 100.00%          | 97.75%           | 100.00%          | 100.00%          | 100.00%          |                  |                  |                  |                  |                  |                  |                    | 100.00%         |

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2023/24 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN  
STATE DEPARTMENT OF EDUCATION 2023/24 CONTRACTS - EARNED REVENUE  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
FOR THE PERIOD 7/1/23 - 6/30/24 (6 OF 12 MONTHS = 50.0%)

|                                                 | Jul-23     | Aug-23     | Sep-23     | Oct-23     | Nov-23     | Dec-23     | Jan-24    | Feb-24    | Mar-24    | Apr-24    | May-24    | Jun-24    | TOTAL       | % Earned to MRA |
|-------------------------------------------------|------------|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-----------------|
| <u>GENERAL CHILD CARE (CCTR-1242)</u>           |            |            |            |            |            |            |           |           |           |           |           |           |             |                 |
| Adjusted Days of Enrollment - Certified         | 2,278      | 3,336      | 3,413      | 3,882      | 3,318      | 3,217      | -         | -         | -         | -         | -         | -         | 19,444      |                 |
| Reimbursement Rate per Child per Day            | X \$48.84  | X \$48.84  | X \$48.84  | X \$48.84  | X \$48.84  | X \$48.84  | X \$48.84 | X \$48.84 | X \$48.84 | X \$48.84 | X \$48.84 | X \$48.84 | X \$48.84   |                 |
| Revenue Earned                                  | \$ 111,258 | \$ 162,917 | \$ 166,708 | \$ 189,582 | \$ 162,051 | \$ 157,131 | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ 949,648  | 38.63%          |
| Maximum Reimbursable Amount (MRA)               |            |            |            |            |            |            |           |           |           |           |           |           | \$2,458,117 |                 |
| <u>Flex Factor</u>                              |            |            |            |            |            |            |           |           |           |           |           |           |             |                 |
| Attendance Percentage (Attendance/Enrollment)   | 99.41%     | 99.36%     | 100.00%    | 99.92%     | 99.95%     | 100.00%    |           |           |           |           |           |           |             | 99.79%          |
| Five Percent Flexibility, Maximum = 100 Percent | 100.00%    | 100.00%    | 100.00%    | 100.00%    | 100.00%    | 100.00%    |           |           |           |           |           |           |             | 100.00%         |

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2023/24 Cooperative Agreement with the San Joaquin County Office of Education

| Division/CFO: Tracy Webster, CFO<br>Program/Work Unit: Not Applicable<br>Services: Overall financial and accounting functions of the organization                                                                                                                                                                                                                                                                                                                                                                                                                            |               |             | Month/Year: December-2023<br>Director of Finance: Gabrielle Alexander |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|-----------------------------------------------------------------------|-------------------|
| Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | December 2023 |             | Year to Date                                                          |                   |
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Number        | Amount      | 03/1/23 - 12/31/23                                                    | Amount            |
| Bank Deposits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 13            | 2,656,264   | 163                                                                   | 29,043,354        |
| Wire Deposits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 22            | 11,671,075  | 123                                                                   | 43,872,384        |
| Head Start/IRS Drawdowns                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0             | 0           | 42                                                                    | 26,247,337        |
| Vendor Checks Issued                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1,458         | 5,128,248   | 18,815                                                                | 81,325,820        |
| Payroll Disbursed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               | 6,375,036   |                                                                       | 34,034,671        |
| Grant Reports Prepared                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 39            |             | 276                                                                   |                   |
| ASTHO Vaccine Equity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| CalFresh Healthy Living                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |             |                                                                       |                   |
| CALEITC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |             |                                                                       |                   |
| CAL Food                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |             |                                                                       |                   |
| City of Bakersfield Homeless Housing & Prevention                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |             |                                                                       |                   |
| City of Bakersfield CDBG Food Bank Expansion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |             |                                                                       |                   |
| Commodity Supplemental Food Prog                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               |             |                                                                       |                   |
| County of Kern - 211                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| County of Kern CDBG Food Bank Expansion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |             |                                                                       |                   |
| CMAF Fiscal Report & Caseload                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |             |                                                                       |                   |
| CMIG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| CMSS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| CSPP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| CSBG Discretionary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |             |                                                                       |                   |
| CSBG 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |             |                                                                       |                   |
| Differential Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |             |                                                                       |                   |
| EFAP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| EFAP Build Back Better                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |             |                                                                       |                   |
| Food Bank Farmers Market                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |             |                                                                       |                   |
| First 5 Kern – 2 1 1 Helpline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |             |                                                                       |                   |
| First 5 Kern – East Kern Family                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |             |                                                                       |                   |
| First 5 Kern – Help Me Grow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |             |                                                                       |                   |
| First 5 Kern – Oasis Family Resource                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| First 5 Kern – Ridgecrest Family Resource                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |             |                                                                       |                   |
| Head Start/Early Head Start Kern SF-425                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |             |                                                                       |                   |
| Head Start Expansion SF-425                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |             |                                                                       |                   |
| Head Start San Joaquin SF-425                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |             |                                                                       |                   |
| Homeless LBNC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |             |                                                                       |                   |
| Homeless Safe Camping                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |             |                                                                       |                   |
| Home Visit Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |             |                                                                       |                   |
| Homeless Housing Assistance & Prevention                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |             |                                                                       |                   |
| HUD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |             |                                                                       |                   |
| LIHEAP 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |             |                                                                       |                   |
| Postive Youth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |             |                                                                       |                   |
| Postive Youth Medi-Cal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |             |                                                                       |                   |
| San Joaquin COE General Child Care                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |             |                                                                       |                   |
| VITA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |             |                                                                       |                   |
| UW STANISLAUS CES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |             |                                                                       |                   |
| WIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |             |                                                                       |                   |
| Business Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |             |                                                                       |                   |
| Activity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Requested     | In-Progress | Processed                                                             | Processed YTD     |
| Purchase Orders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 230           | 0           | 230                                                                   | 1,864             |
| Contracts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 25            | 2           | 23                                                                    | 171               |
| Leases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2             | 14          | 2                                                                     | 16                |
| Requests for Proposals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1             | 2           | 0                                                                     | 4                 |
| Business Services Projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |             |                                                                       |                   |
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               | % Completed |                                                                       | Comments          |
| Mental Health Consultant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               | 50          |                                                                       | Pending proposals |
| Gardening and Landscape                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               | 0           |                                                                       | Pending Re-issue  |
| Total Division Staffing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |             |                                                                       |                   |
| 30 positions + 2 Vacancies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |             |                                                                       |                   |
| <div> <div> CFO<br/> Director of Finance<br/> Finance Administrator<br/> Payroll/HRIS Manager<br/> Accounting Administrator<br/> Accounting Administrator - Energy<br/> Accountant (2)<br/> Accountant II (2) </div> <div> Accounting Technician (5)<br/> Accounting Specialist (2)<br/> Accounting Clerk (1)<br/> AP Supervisor (1)<br/> Fiscal Technician (2)<br/> Payroll Specialists (3)<br/> Payroll Supervisor (1)<br/> Administrative Assistant to CFO </div> <div> Procurement Manager<br/> Business Contracts Specialist<br/> Business Technician (2) </div> </div> |               |             |                                                                       |                   |

# Community Action of Partnership of Kern Agency Total

## STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2023

### ASSETS

|                                 |                   |
|---------------------------------|-------------------|
| Cash in Bank                    | 12,449,539        |
| Cash - Vacation Reserve         | 1,050,719         |
| Petty Cash                      | -                 |
| Accounts Receivable             | 11,950,544        |
| Travel Advance                  | 200               |
| Prepaid Expense                 | 999,684           |
| Inventory                       | 1,090,744         |
| Net Fixed Assets - Unrestricted | 703,156           |
| Net Fixed Assets - Restricted   | <u>30,074,237</u> |

**Total Assets** 58,318,823

### LIABILITES AND NET ASSETS

|                  |                  |
|------------------|------------------|
| Accounts Payable | 7,537,974        |
| Accrued Expenses | 3,430,196        |
| Accrued Vacation | 1,743,490        |
| Line of Credit   | -                |
| Note Payable     | 704,130          |
| Advance Payable  | 2,784,923        |
| Deferred Revenue | <u>5,710,865</u> |

**Total Liabilities** 21,911,578

**Total Net Assets** 36,407,245

**Total Liabilities and Net Assets** 58,318,823

## STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023

### REVENUE

|               |                |
|---------------|----------------|
| Grant Revenue | 106,882,227    |
| Donations     | 47,277,632     |
| Other Revenue | 756,165        |
| In-Kind       | <u>163,275</u> |

**Total Revenue** 155,079,300

### EXPENDITURES

|                              |                |
|------------------------------|----------------|
| Salaries                     | 36,431,542     |
| Benefits                     | 10,091,397     |
| Travel                       | 698,622        |
| Space Costs                  | 8,330,212      |
| Supplies                     | 2,886,851      |
| Consultant/Contract Services | 4,363,893      |
| Other Costs                  | 3,848,807      |
| Program Costs                | 65,591,598     |
| Capital Expenditures         | -              |
| Indirect                     | 7,998,647      |
| In-Kind                      | <u>163,275</u> |

**Total Expenditures** 140,404,844

**Net Change in Assets** 14,674,456

**Net Assets, beginning** 21,732,790

**Net Assets, ending** 36,407,245

# Community Action of Partnership of Kern Agency Total

## STATEMENT OF POSITION (UNAUDITED) AS OF DECEMBER 31, 2023

### ASSETS

|                                 |            |
|---------------------------------|------------|
| Cash in Bank                    | 16,387,571 |
| Cash - Vacation Reserve         | 1,018,299  |
| Petty Cash                      | -          |
| Accounts Receivable             | (0)        |
| Travel Advance                  | 12,726     |
| Prepaid Expense                 | 488,499    |
| Inventory                       | 1,151,767  |
| Net Fixed Assets - Unrestricted | 10,489,960 |
| Net Fixed Assets - Restricted   | 29,812,303 |

**Total Assets** 59,361,126

### LIABILITES AND NET ASSETS

|                  |           |
|------------------|-----------|
| Accounts Payable | 5,490,343 |
| Accrued Expenses | 1,497,902 |
| Accrued Vacation | 1,016,527 |
| Line of Credit   | -         |
| Note Payable     | 8,396,782 |
| Advance Payable  | 2,550,947 |
| Deferred Revenue | 4,012,071 |

**Total Liabilities** 22,964,573

**Total Net Assets** 36,396,554

**Total Liabilities and Net Assets** 59,361,126

## STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2023 TO DECEMBER 31, 2023

### REVENUE

|               |            |
|---------------|------------|
| Grant Revenue | 99,848,928 |
| Donations     | 326,287    |
| Other Revenue | 10,651,488 |
| In-Kind       | 11,561,435 |

**Total Revenue** 122,388,137

### EXPENDITURES

|                              |            |
|------------------------------|------------|
| Salaries                     | 36,464,649 |
| Benefits                     | 9,443,149  |
| Travel                       | 794,875    |
| Space Costs                  | 10,855,118 |
| Supplies                     | 2,953,995  |
| Consultant/Contract Services | 4,813,238  |
| Other Costs                  | 4,037,336  |
| Program Costs                | 31,281,483 |
| Capital Expenditures         | 1,530,421  |
| Indirect                     | 8,663,129  |
| In-Kind                      | 11,561,435 |

**Total Expenditures** 122,398,829

**Net Change in Assets** (10,692)

**Net Assets, beginning** 36,407,245

**Net Assets, ending** 36,396,554

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

|                              | AGENCY TOTAL     |              |                     |                        |
|------------------------------|------------------|--------------|---------------------|------------------------|
|                              | ANNUAL<br>BUDGET | EXPENDITURES | BUDGET<br>AVAILABLE | PERCENTAGE<br>EXPENDED |
| EXPENDITURES                 |                  |              |                     |                        |
| SALARIES                     | 47,100,100       | 33,219,346   | 13,880,754          | 71%                    |
| BENEFITS                     | 14,073,704       | 8,604,686    | 5,469,018           | 61%                    |
| TRAVEL                       | 945,786          | 653,917      | 291,869             | 69%                    |
| SPACE COST                   | 23,660,079       | 19,208,558   | 4,451,521           | 81%                    |
| SUPPLIES                     | 3,117,268        | 2,592,031    | 525,237             | 83%                    |
| EQUIPMENT                    | 3,242,680        | 2,965,930    | 276,750             | 91%                    |
| CONSULTANT/CONTRACT SERVICES | 4,701,828        | 3,757,812    | 944,016             | 80%                    |
| OTHER COSTS                  | 3,184,583        | 3,379,925    | (195,342)           | 106%                   |
| PROGRAM COSTS                | 27,411,577       | 31,139,781   | (3,728,204)         | 114%                   |
| INDIRECT                     | 10,269,644       | 8,729,372    | 1,540,272           | 85%                    |
| TOTAL                        | 137,707,249      | 114,251,358  | 23,455,891          | 83%                    |

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

|                              | EDUCATION        |              |                     |                        |
|------------------------------|------------------|--------------|---------------------|------------------------|
|                              | ANNUAL<br>BUDGET | EXPENDITURES | BUDGET<br>AVAILABLE | PERCENTAGE<br>EXPENDED |
| EXPENDITURES                 |                  |              |                     |                        |
| SALARIES                     | 34,805,356       | 24,589,744   | 10,215,612          | 71%                    |
| BENEFITS                     | 10,516,956       | 6,491,836    | 4,025,120           | 62%                    |
| TRAVEL                       | 668,717          | 402,017      | 266,700             | 60%                    |
| SPACE COST                   | 5,544,279        | 3,587,642    | 1,956,637           | 65%                    |
| SUPPLIES                     | 2,449,189        | 1,779,201    | 669,988             | 73%                    |
| EQUIPMENT                    | 810,970          | 306,626      | 504,344             | 38%                    |
| CONSULTANT/CONTRACT SERVICES | 1,309,179        | 816,917      | 492,262             | 62%                    |
| OTHER COSTS                  | 1,162,562        | 1,335,777    | (173,215)           | 115%                   |
| PROGRAM COSTS                | 23,131,098       | 27,929,163   | (4,798,065)         | 121%                   |
| INDIRECT                     | 7,696,110        | 6,658,154    | 1,037,956           | 87%                    |
| TOTAL                        | 88,094,416       | 73,897,077   | 14,197,339          | 84%                    |

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

|                              | NUTRITION        |              |                     |                        |
|------------------------------|------------------|--------------|---------------------|------------------------|
|                              | ANNUAL<br>BUDGET | EXPENDITURES | BUDGET<br>AVAILABLE | PERCENTAGE<br>EXPENDED |
| EXPENDITURES                 |                  |              |                     |                        |
| SALARIES                     | 4,791,680        | 3,285,585    | 1,506,095           | 69%                    |
| BENEFITS                     | 1,486,523        | 834,299      | 652,224             | 56%                    |
| TRAVEL                       | 110,349          | 128,998      | (18,649)            | 117%                   |
| SPACE COST                   | 6,385,230        | 3,493,103    | 2,892,127           | 55%                    |
| SUPPLIES                     | 125,671          | 373,901      | (248,230)           | 298%                   |
| EQUIPMENT                    | 1,260,987        | 1,260,987    | (0)                 | 100%                   |
| CONSULTANT/CONTRACT SERVICES | 648,910          | 484,013      | 164,897             | 75%                    |
| OTHER COSTS                  | 409,174          | 528,077      | (118,903)           | 129%                   |
| PROGRAM COSTS                | 3,068,971        | 2,547,039    | 521,932             | 83%                    |
| INDIRECT                     | 932,114          | 763,669      | 168,445             | 82%                    |
| TOTAL                        | 19,219,609       | 13,699,669   | 5,519,940           | 71%                    |

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

|                              | ENERGY CONSERVATION |              |                     |                        |
|------------------------------|---------------------|--------------|---------------------|------------------------|
|                              | ANNUAL<br>BUDGET    | EXPENDITURES | BUDGET<br>AVAILABLE | PERCENTAGE<br>EXPENDED |
| EXPENDITURES                 |                     |              |                     |                        |
| SALARIES                     | 2,144,738           | 1,879,021    | 265,717             | 88%                    |
| BENEFITS                     | 563,572             | 462,490      | 101,082             | 82%                    |
| TRAVEL                       | 45,978              | 42,451       | 3,527               | 92%                    |
| SPACE COST                   | 209,036             | 177,578      | 31,458              | 85%                    |
| SUPPLIES                     | 270,912             | 205,974      | 64,938              | 76%                    |
| EQUIPMENT                    | 107,306             | 107,306      | 0                   | 100%                   |
| CONSULTANT/CONTRACT SERVICES | 1,855,564           | 1,546,203    | 309,361             | 83%                    |
| OTHER COSTS                  | 1,078,691           | 881,815      | 196,876             | 82%                    |
| PROGRAM COSTS                | 382,704             | 302,023      | 80,681              | 79%                    |
| INDIRECT                     | 655,120             | 540,308      | 114,812             | 82%                    |
| TOTAL                        | 7,313,621           | 6,145,171    | 1,168,450           | 84%                    |

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

|                              | COMMUNITY SERVICES |              |                     |                        |
|------------------------------|--------------------|--------------|---------------------|------------------------|
|                              | ANNUAL<br>BUDGET   | EXPENDITURES | BUDGET<br>AVAILABLE | PERCENTAGE<br>EXPENDED |
| EXPENDITURES                 |                    |              |                     |                        |
| SALARIES                     | 4,219,812          | 2,447,803    | 1,772,009           | 58%                    |
| BENEFITS                     | 1,226,969          | 587,966      | 639,003             | 48%                    |
| TRAVEL                       | 55,702             | 47,677       | 8,025               | 86%                    |
| SPACE COST                   | 953,189            | 1,478,084    | (524,895)           | 155%                   |
| SUPPLIES                     | 232,451            | 200,639      | 31,812              | 86%                    |
| EQUIPMENT                    | 1,058,550          | 1,286,144    | (227,594)           | 122%                   |
| CONSULTANT/CONTRACT SERVICES | 830,833            | 748,408      | 82,425              | 90%                    |
| OTHER COSTS                  | 380,166            | 505,623      | (125,457)           | 133%                   |
| PROGRAM COSTS                | 825,804            | 324,113      | 501,691             | 39%                    |
| INDIRECT                     | 779,220            | 591,149      | 188,071             | 76%                    |
| TOTAL                        | 10,562,696         | 8,217,606    | 2,345,090           | 78%                    |

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

|                              | CSBG             |              |                     |                        |
|------------------------------|------------------|--------------|---------------------|------------------------|
|                              | ANNUAL<br>BUDGET | EXPENDITURES | BUDGET<br>AVAILABLE | PERCENTAGE<br>EXPENDED |
| EXPENDITURES                 |                  |              |                     |                        |
| SALARIES                     | 981,358          | 872,522      | 108,836             | 89%                    |
| BENEFITS                     | 230,966          | 201,810      | 29,156              | 87%                    |
| TRAVEL                       | 40,290           | 29,895       | 10,395              | 74%                    |
| SPACE COST                   | 260,590          | 164,396      | 96,194              | 63%                    |
| SUPPLIES                     | 30,245           | 20,937       | 9,308               | 69%                    |
| EQUIPMENT                    | 4,867            | 4,867        | (0)                 | 100%                   |
| CONSULTANT/CONTRACT SERVICES | 27,035           | 20,771       | 6,264               | 77%                    |
| OTHER COSTS                  | 44,380           | 48,818       | (4,438)             | 110%                   |
| PROGRAM COSTS                | 3,000            | 903          | 2,097               | 30%                    |
| INDIRECT                     | 168,596          | 133,575      | 35,021              | 79%                    |
| TOTAL                        | 1,791,327        | 1,498,495    | 292,832             | 84%                    |

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

|                              | DISCRETIONARY & FUND RAISING |              |                     |                        |
|------------------------------|------------------------------|--------------|---------------------|------------------------|
|                              | ANNUAL<br>BUDGET             | EXPENDITURES | BUDGET<br>AVAILABLE | PERCENTAGE<br>EXPENDED |
| EXPENDITURES                 |                              |              |                     |                        |
| SALARIES                     | 157,156                      | 144,672      | 12,484              | 92%                    |
| BENEFITS                     | 48,718                       | 26,284       | 22,434              | 54%                    |
| TRAVEL                       | 24,750                       | 2,879        | 21,871              | 12%                    |
| SPACE COST                   | 10,307,755                   | 10,307,755   | (0)                 | 100%                   |
| SUPPLIES                     | 8,800                        | 11,379       | (2,579)             | 129%                   |
| EQUIPMENT                    | -                            | -            | -                   | 0%                     |
| CONSULTANT/CONTRACT SERVICES | 30,307                       | 141,500      | (111,193)           | 467%                   |
| OTHER COSTS                  | 109,610                      | 79,815       | 29,795              | 73%                    |
| PROGRAM COSTS                | -                            | 36,539       | (36,539)            | Not budgeted           |
| INDIRECT                     | 38,484                       | 42,517       | (4,033)             | 110%                   |
| TOTAL                        | 10,725,580                   | 10,793,341   | (67,761)            | 101%                   |

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**INDIRECT FUND - FY 2023/24**  
**BUDGET TO ACTUAL - 03/01/23 TO 12/31/23 (10 OF 12 MONTHS = 83.3%)**

|                                          | Budget                     | Actual                     | %<br>Earned/<br>Expended | Available<br>Balance       |
|------------------------------------------|----------------------------|----------------------------|--------------------------|----------------------------|
| <b>Revenue</b>                           | <b>\$ 10,269,644</b>       | <b>\$ 8,729,372</b>        | <b>85.0%</b>             | <b>\$ 1,540,272</b>        |
| Expenditures                             |                            |                            |                          |                            |
| Salaries                                 | 4,684,733                  | 3,547,868                  | 75.7%                    | 1,136,865                  |
| Benefits @ 23.6% actual                  | <u>1,216,557</u>           | <u>847,866</u>             | <u>69.7%</u>             | <u>368,691</u>             |
| Total Personnel Costs                    | 5,901,290                  | 4,395,734                  | 74.5%                    | 1,505,556                  |
| Operating Costs                          |                            |                            |                          |                            |
| Travel                                   | 88,000                     | 88,405                     | 100.5%                   | (405)                      |
| Space Costs                              | 386,450                    | 205,969                    | 53.3%                    | 180,481                    |
| Supplies                                 | 354,950                    | 425,024                    | 119.7%                   | (70,074)                   |
| Consultant/Contract                      | 1,049,000                  | 957,642                    | 91.3%                    | 91,358                     |
| Other Operating Costs                    | <u>958,000</u>             | <u>655,123</u>             | <u>68.4%</u>             | <u>302,877</u>             |
| Total Operating Costs                    | 2,836,400                  | 2,332,162                  | 82.2%                    | 504,238                    |
| <b>Total Expenditures</b>                | <b><u>\$ 8,737,690</u></b> | <b><u>\$ 6,727,896</u></b> | <b><u>77.0%</u></b>      | <b><u>\$ 2,009,794</u></b> |
| <b>Excess (Deficit) Indirect Revenue</b> | <b><u>\$ 1,531,954</u></b> | <b><u>\$ 2,001,476</u></b> |                          |                            |

| RECAP BY SUPPORT DIVISION | Budget                     | Actual                     | %<br>Expended       | Available<br>Balance       |
|---------------------------|----------------------------|----------------------------|---------------------|----------------------------|
| HR                        | \$ 1,302,127               | \$ 1,054,600               | 81.0%               | \$ 247,527                 |
| Operations                | 2,952,565                  | 2,179,377                  | 73.8%               | 773,188                    |
| Executive                 | 602,524                    | 627,659                    | 104.2%              | (25,135)                   |
| Program Administration    | -                          | 455                        | Not budgeted        | (455)                      |
| Finance                   | 2,550,906                  | 2,236,566                  | 87.7%               | 314,340                    |
| Community Development     | <u>1,329,568</u>           | <u>629,239</u>             | <u>47.3%</u>        | <u>700,329</u>             |
|                           | <b><u>\$ 8,737,690</u></b> | <b><u>\$ 6,727,896</u></b> | <b><u>77.0%</u></b> | <b><u>\$ 2,009,794</u></b> |

Prepared Date: 01/30/24