



DATE	August 17, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 905 340 122#

Budget & Finance Committee Agenda

Per Governor's Executive Order N-29-20 and Assembly Bill 361, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

1. Call to Order

2. Roll Call

Janea Benton (Chair)
Joe Garcia

Craig Henderson
Nila Hogan

Guadalupe Perez

3. Public Comments

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

4. New Business

- | | |
|---|--|
| <p>a. Head Start / Early Head Start Budget to Actual Reports for July 2022 –
Info Item</p> <ol style="list-style-type: none"> 1. Head Start Budget to Actual for the Period Ended July 31, 2022
(p. 3-5) 2. Early Head Start budget to Actual for the Period Ended July 31, 2022
(p. 6-8) 3. Early Head Start San Joaquin (No Cost Extension) Period Ended July 31, 2022
(p. 9-10) 4. Early Head Start Child Care Partnership (No Cost Extension) Period Ended July 31, 2022
(p. 11-12) 5. American Rescue Plan Funding Budget to Actual for the Period Ended July 31, 2022
(p. 13-14) | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>b. CalFresh Healthy Living Program Amended Grant Agreement #19-1032 –
Action Item (p. 15-21)</p> | <p>Alejandra Morales, CalFresh Healthy Living Program Administrator</p> |
| <p>c. Resolution to Approve the Submission of the 2022 Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) Contract 22Q-4561 –
Action Item (p. 22-24)</p> | <p>Wilfredo Cruz, Energy Program Administrator</p> |
| <p>d. Low-Income Home Energy Assistance Program (LIHEAP) Outreach and Marketing Contract for Services –
Action Item (p. 25-62)</p> | <p>James Burger, Outreach and Advocacy Coordinator
Wilfredo Cruz, Energy Program Administrator</p> |

- e. Approval of Energy Program RFP Awards for Subcontractors – **Action Item (p. 63-119)**

Wilfredo Cruz – Energy Program Administrator

- f. Kern County Superintendent of Schools: East Kern Family Resource Center – **Action Item (p. 120-143)**

Freddy Hernandez, Director of Youth & Community Services

- g. CalEITC Contract 21T-1015 Amendment – **Action Item (p. 144-145)**

Jacquelyn Guerra, Program Manager

- h. July 2022 Financial Statements – **Action Item (p. 146-204)**

Tracy Webster, Chief Financial Officer

5. Committee Member Comments

6. Next Scheduled Meeting

Budget & Finance Committee Meeting
12:00 pm
September 21, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, August 12, 2022. Laura Alford, Assistant to CFO.



MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

Subject: *Head Start*
Budget to Actual Report for the period ended July 31, 2022 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through July 31, 2022. Five months (41.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 33% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 21% of the budget.

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

Non-Federal share is at 33% of the budget.

Community Action Partnership of Kern
Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - July 31, 2022
 Month 5 of 12 (41.7%)

Prepared 8/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,267,039	2,951,311	6,315,728	32%	68%
FRINGE BENEFITS	3,776,726	954,536	2,822,190	25%	75%
TRAVEL	-	27,569	(27,569)		
EQUIPMENT	55,000	-	55,000		
SUPPLIES	890,498	265,408	625,090	30%	70%
CONTRACTUAL	165,175	108,977	56,198	66%	34%
CONSTRUCTION	-	-	-		
OTHER	2,724,977	1,325,547	1,399,430	49%	51%
INDIRECT	1,630,902	523,683	1,107,219	32%	68%
TOTAL BASE FUNDING	18,510,317	6,157,032	12,353,285	33%	67%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	18,408	25,784	42%	58%
SUPPLIES	30,013	6,604	23,409	22%	78%
CONTRACTUAL	26,080	722	25,358	3%	97%
OTHER	212,393	41,627	170,766	20%	80%
INDIRECT	31,268	6,415	24,853	21%	79%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	73,775	270,171	21%	79%

CARRYOVER

SUPPLIES					
CONTRACTUAL					
CONSTRUCTION					
OTHER					
INDIRECT	-	-	-		
TOTAL CARRYOVER	-	-	-		

GRAND TOTAL HS FEDERAL FUNDS	18,854,263	6,230,808	12,623,455	33%	67%
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HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,340,055	666,716	1,673,339	28%	72%
CALIF DEPT OF ED	7,988,651	2,601,436	5,387,215	33%	67%
TOTAL NON-FEDERAL	10,328,706	3,268,152	7,060,554	32%	68%

Budget reflects Notice of Award #09CH011132-04-01

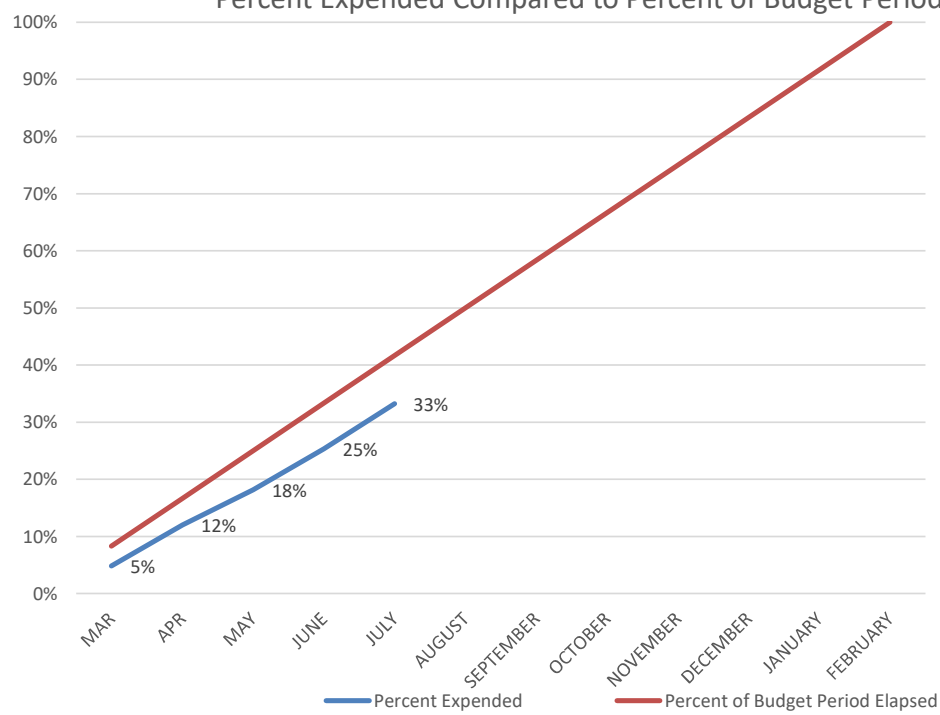
Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022

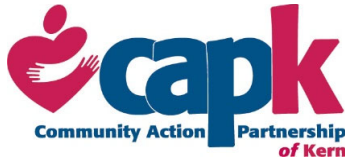
Administrative Cost for HS and EHS Combined 6.4%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	56,984	-	-	-	56,984	8/8/2022
Lowe's	3,814		-	-	3,814	8/2/2022
Smart & Final	918	211	-	-	1,129	8/1/2022
Save Mart	509			47	556	7/10/2022
Chevron & Texaco Business Card	9,228	-	-	-	9,228	8/5/2022
Home Depot	16,053	-	-	-	16,053	8/5/2022
	87,506	211	-	47	87,764	

Head Start
Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

Subject: *Early Head Start*
Budget to Actual Report for the period ended July 31, 2022 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2022, through July 31, 2022. Five months (41.7%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 36% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 28% of the budget.

Community Action Partnership of Kern
Early Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - July 31, 2022
 Month 5 of 12 (41.7%)

Prepared 8/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,701,422	3,192,668	6,508,754	33%	67%
FRINGE BENEFITS	2,363,974	862,764	1,501,210	36%	64%
TRAVEL	-	30,305	(30,305)		
EQUIPMENT	45,000	-	45,000		
SUPPLIES	916,242	260,097	656,145	28%	72%
CONTRACTUAL	1,025,838	271,319	754,519	26%	74%
CONSTRUCTION	-	-	-		
OTHER	1,527,720	947,659	580,061	62%	38%
INDIRECT	1,512,778	532,560	980,218	35%	65%
TOTAL BASE FUNDING	17,092,974	6,097,372	10,995,602	36%	64%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	22,662	21,530	51%	49%
SUPPLIES	30,013	4,570	25,443	15%	85%
CONTRACTUAL	26,080	-	26,080	0%	100%
OTHER	212,393	50,471	161,922	24%	76%
INDIRECT	31,268	19,351	11,917	62%	38%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	97,054	246,892	28%	72%

CARRYOVER

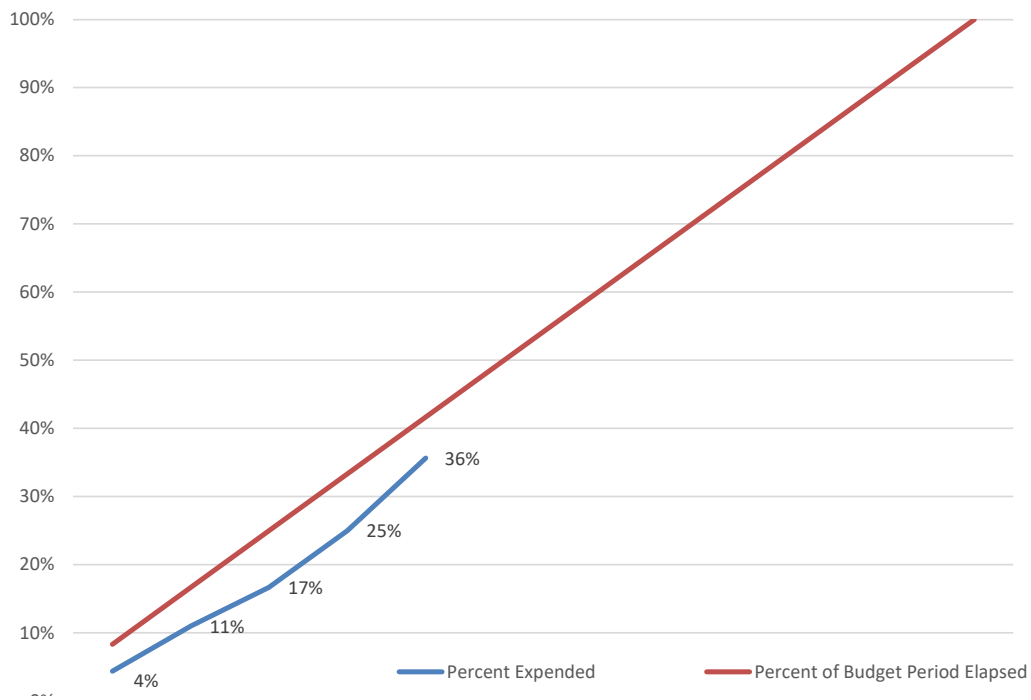
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	-	-	-		
OTHER	-				
INDIRECT	-				
TOTAL CARRYOVER	-	-	-		

GRAND TOTAL EHS FEDERAL FUNDS	17,436,920	6,194,426	11,242,494	36%	64%
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Budget reflects Notice of Award #09CH011132-04-01

Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022

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





MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

Subject: *Early Head Start – San Joaquin*
Budget to Actual Report for the period ended July 31, 2022 – **Info Item**

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021, through February 28, 2023. Eighteen months (72%) of the 25-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 95% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 100% of the budget.

Carryover Funds

Overall expenditures are at 0% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

Non-Federal share is at 117% of the budget.

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

Budget Period: February 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: February 1, 2021 - July 31, 2022

Month 18 of 25 (72%)

Prepared 8/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,509,263	3,234,991	274,272	92%	8%
FRINGE BENEFITS	985,996	813,437	172,559	82%	18%
TRAVEL	0	46,889	(46,889)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	848,060	(71,331)	109%	-9%
INDIRECT	536,733	488,066	48,667	91%	9%
TOTAL	6,007,877	5,713,904	293,972	95%	5%

TRAINING & TECHNICAL ASSISTANCE FUNDS

PERSONNEL	53,809	52,188	1,621	97%	3%
FRINGE BENEFITS	23,718	21,722	1,996	92%	8%
TRAVEL	3,519	3,975	(456)	113%	-13%
SUPPLIES	7,355	3,094	4,261	42%	58%
CONTRACTUAL	7,924	10,383	(2,458)	131%	-31%
OTHER	20,817	25,788	(4,971)	124%	-24%
INDIRECT	11,675	11,667	7	100%	0%
TOTAL	128,816	128,817	(0)	100%	0%

CARRYOVER

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

COVID CARES - Carried over from 2020-21

PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	106,797	106,797	0	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	6,725,476	5,949,518	775,958	88%	12%
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NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,630,480	1,913,366	(282,885)	117%	-17%
TOTAL NON-FEDERAL FUNDS	1,630,480	1,913,366	(282,885)	117%	-17%

Centralized Administrative Cost	6.6%
Program Administrative Cost	2.8%
Total Administrative Cost	9.4%

Budget reflects Notice of Award #09CH011406-02-02 and NOA 09CH011406-02-04

Actual expenditures include posted expenditures and estimated adjustments through 07/31/2022



MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

Subject: *Early Head Start Child Care Partnerships (No Cost Extension)*
Budget to Actual Report for the period ended July 3, 2022 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021, through July 31, 2022. Seventeen months (71%) of the 24-month budget period have elapsed. The Office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 82% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 35% of the budget.

Carryover Funds

Overall expenditures are at 97% of the budget.

COVID Cares Funds

Overall expenditures are at 19% of the budget.

Non-Federal Share

Non-Federal share is at 134% of the budget.

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

Budget Period: March 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: March 1, 2021 - July 31, 2022

Month 17 of 24 (71%)

Prepared 08/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	565,607	103,274	85%	15%
FRINGE BENEFITS	183,736	150,179	33,557	82%	18%
TRAVEL	0	2,669	(2,669)		
SUPPLIES	37,083	128,104	(91,021)	345%	-245%
CONTRACTUAL	1,091,504	472,161	619,343	43%	57%
OTHER	231,300	254,580	(23,280)	110%	-10%
INDIRECT	215,164	151,160	64,004	70%	30%
TOTAL BASE FUNDING	2,427,668	1,724,460	703,208	71%	29%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	2,741	2,553	52%	48%
SUPPLIES	16,391	2,488	13,903	15%	85%
CONTRACTUAL		3,346	(3,346)		
OTHER	29,393	9,487	19,906	32%	68%
INDIRECT	5,107	1,794	3,313	35%	65%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	19,857	36,328	35%	65%

CARRYOVER

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,390,749	67,832	97%	3%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	35,000	(20,879)	248%	-148%
INDIRECT	4,412	2,317	2,095	53%	47%
TOTAL CARRYOVER	2,507,114	2,428,065	79,049	97%	3%

COVID CARES

PERSONNEL	0	3,622	(3,622)		
FRINGE BENEFITS	0	579	(579)		
SUPPLIES	77,735	6,962	70,773	9%	91%
OTHER	24,361	7,926	16,435	33%	67%
INDIRECT	10,206	1,904	8,302	19%	81%
TOTAL COVID	112,302	20,993	95,510	19%	81%

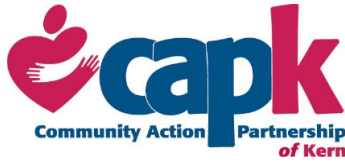
GRAND TOTAL EHS FEDERAL FUNDS	5,103,269	4,193,375	914,094	82%	18%
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NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	790,157	(201,901)	134%	-34%
TOTAL NON-FEDERAL	588,256	790,157	(201,901)	134%	-34%

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

Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022



MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

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

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through July 31, 2022, sixteen months (66.6%) of the 24-month budget period have elapsed.

COVID

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

American Rescue Plan Act

Overall expenditures are at 0% of the budget. These funds are being utilized to support the retention incentive for staff.

Community Action Partnership of Kern

American Rescue Plan

Budget to Actual Report

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

Report Period: April 1, 2021 - July 31, 2022

Month 16 of 24 (66.6%)

Prepared 08/10/2022

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

American Rescue Plan Act

PERSONNEL	763,438	0	763,438	0%	100%
FRINGE BENEFITS	251,934	0	251,934	0%	100%
TRAVEL	0	0	0		100%
SUPPLIES	553,540	0	553,540	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	830,310	0	830,310	0%	100%
INDIRECT	266,580	0	266,580	0%	100%
TOTAL	2,665,802	0	2,665,802	0%	100%

GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	670,559	2,665,802	20%	80%
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Centralized Administrative Cost	9.1%
Program Administrative Cost	0.0%
Total Administrative Cost	9.1%

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

Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022



MEMORANDUM

To: Budget & Finance
a. morales

From: Alejandra Morales, CalFresh Healthy Living Program Administrator

Date: August 17, 2022

Subject: *Agenda item 4B*: CalFresh Healthy Living Program Amended Grant Agreement #19-10324 – **Action Item**

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

On July 18, 2022, the CalFresh Healthy Living program received an amended grant agreement between the California Department of Public Health (CDPH) and County of Kern with a requested return date of September 1, 2022. The purpose of the Grant amendment is to extend the term for one year with additional funding to allow the CalFresh Healthy Living program to continue performing more of the same services. The CalFresh Healthy Living program goals align with the CAPK strategic goal to meet the needs of its priority populations and actively educate and advocate for healthy eating and active living environments. The amounts payable under this grant shall not exceed \$5,967,992.00.

The anticipated start date of this Agreement is October 1, 2022, or the date of final approval, whichever is later, through September 30, 2023.

Recommendation

Staff recommends the Board authorize the Chief Executive Officer to execute the California Department of Public Health's Women Infants and Children Program contract (#19-10324) and any contract amendments that occur during the contract period.

Attachment:

CalFresh Healthy Living Contract #19-10324

**NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH SUPPLEMENTAL
NUTRITION ASSISTANCE PROGRAM-EDUCATION**

Awarded By

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
Community Action Partnership of Kern, hereinafter “Grantee”**

Implementing the “CalFresh Healthy Living Program,” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 19-10324, A01

The Department amends this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code (HSC), Section 131085(a)(b).

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to extend the term for one year with additional funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A.

Amendments are shown as: Text additions are shown as bold and underline. Text deletions are shown as strike-through text.

AMENDED GRANT AMOUNT: this amendment is to increase the grant by **\$1,491,998.00**. The maximum amount payable under this Grant Agreement shall not exceed ~~\$4,475,994.00~~ **\$5,967,992.00**.

AMENDED TERM OF GRANT: The term of this Grant shall be amended to begin October 1, 2019 and terminates on September 30, 2023. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2023.

Exhibit B: Exhibit B, Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, Budget Detail and Payment Provisions, **A01**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health Contract Manager	[Grantee: Community Action Partnership of Kern]
Name: Kimmy Casjens	Name: Alejandra Morales, Program Administrator
Address: 1616 Capitol Avenue	Address: 5005 Business Park North
Sacramento, CA 95814	Bakersfield, CA 93309
Phone: 916-449-5456	Phone: 661-336-5236
Fax: N/A	Fax: N/A
E-mail: Kimmy.casjens@cdph.ca.gov	E-mail: a.morales@capk.org

Direct all inquiries to:

California Department of Public Health, Project Officer	Grantee: Community Action Partnership of Kern
Attention: Eugenio Garcia	Attention: Alejandra Morales, Program Administrator
Address: 1616 Capitol Avenue	Address: 5005 Business Park North
Sacramento, CA 95814	Bakersfield, CA 93309
Phone: 916-449-5331	Phone: 661-336-5236
Fax: N/A	Fax: N/A
E-mail: Eugenio.garcia@cdph.ca.gov	E-mail: a.morales@capk.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
[Grantee: Community Action Partnership of Kern]
[Attention "Tracy Webster":
[Address: 5005 Business Park North
[Bakersfield, CA 93309
[Phone: 661-336-5236 x1137
[E-mail: twebster@capk.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approval modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

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

Date:

Jeannie Galarpe, Chief
Contracts Management Unit, PSB
California Department of Public Health
1616 Capitol Avenue, Suite 74.262,
MS 1800-1804
P.O. Box 997377
Sacramento, CA 95899-7377

Exhibit B

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimmy Casjens, Contract Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

- C. Invoices shall:

- 1) **Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).**
- 2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 3) Bear the Grantee's name as shown on the Grant.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$4,475,994.00~~ **\$5,967,992.00**.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ~~sixty (60)~~ **forty-five (45)** calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice must be clearly marked “**Final Invoice**”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, **unless otherwise specified in this Agreement**, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). **If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.**



MEMORANDUM

To: Budget & Finance Committee

From: Wilfredo Cruz, Energy Program Administrator

Date: August 17, 2022

Subject: *Agenda Item 4c*: Resolution to Approve the Submission of the 2022 Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) Contract 22Q-4561 – **Action Item**

On January 24, 2022, the Department of Community Services and Development (CSD) received the 2022 SLIHEAP grant award from the United States Department of Health and Human Services under the Infrastructure Investment and Jobs Act (IIJA). The contract period will be from September 1, 2022, through June 30, 2023 with a total allocation of \$208,133.00.

The contract allows CAPK's Energy Program to assist eligible low-income Kern County households with their heating and cooling energy costs payment assistance at no cost to the participants. This contract does not provide funds for weatherization, only utility assistance. The contract supports federal and state efforts to address the concerns of rising energy prices and to assist low-income households with heating and cooling costs. The work being completed connects to CAPK's mission and Strategic Goal 3, advancing economic empowerment and financial stability for low-income people in the community we serve.

In order to execute this contract a Board Resolution must be submitted with the contract package.

Recommendation:

Staff recommends that the Board of Directors approve with Resolution, the 2022 SLIHEAP contract number 22Q-4561 and authorize the Chief Executive Officer to execute the contract and any future amendments.

Attachments:

Resolution #2022-24

CSD 2022 SLIHEAP Contract #22Q-4561



RESOLUTION # 2022-24

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Submission of the 2022 SLIHEAP Contract

The Board of Directors of Community Action Partnership of Kern met remotely on August 24, 2022, with an option for the public to attend at the CAPK administrative offices located at 5005 Business Park North, Bakersfield, CA 93309, at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives” in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the State of California Department of Community Services and Development has made available SLIHEAP funds for 2022; and

WHEREAS, the State of California Department of Community Services and Development has offered a 2022 SLIHEAP Contract to the Partnership; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2022 SLIHEAP contract.

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer, to act on behalf of the Board as the Partnership’s representative signatory with regard to the submission of the 2022 SLIHEAP Contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 24th day of August 2022.

Fred Plane, Vice Chair
CAPK Board of Directors

Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

22Q-4561

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Community Action Partnership of Kern

2. The term of this Agreement is: September 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: Total \$208,133.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Preamble*

Article 1 - Scope of Work*

Article 2 - Contract Administration and Procedure*

Article 3 - Contract Changes*

Article 4 - Administrative Policies and Procedures*

Article 5 - Administrative and Program Expenditures Requirements*

Article 6 - Reporting Policies and Procedures*

Article 7 - Program Policies and Procedures*

Article 8 - Program Implementation*; Article 9 - Compliance Policies and Procedures*;

Article 10 - Federal and State Policy Provisions*; Article 11 - General Terms and Conditions GTC 04/2017*

Article 12 - Definitions*; Article 13 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://agencies.csd.ca.gov/>.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Community Action Partnership of Kern					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 5005 Business Park North, Bakersfield, CA 93309					
PRINTED NAME OF PERSON SIGNING			TITLE		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE CA	ZIP 95833	
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED		
I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.					



MEMORANDUM

To: Budget and Finance

From: Wilfredo Cruz, Program Administrator
James Burger, Outreach and Advocacy Coordinator

Date: August 17, 2022

Subject: *Agenda Item 4d*: Low-Income Home Energy Assistance Program (LIHEAP)
Outreach and Marketing Contract for Services – **Action Item**

Through the Department of Energy, the Low-Income Home Energy Assistance Program (LIHEAP) has received contracts for Utility Assistance and Weatherization services which include allowances for community outreach and marketing. The following amounts are the remaining totals that have been approved for use to promote community participation in these two critical programs.

Contract #1: American Rescue Plan Act (ARPA) 2021 Utility Assistance
Contract amount: \$275,000.00
Contract term: April 2022 to March 2023

Contract #2: LIHEAP 2022 (both Utility Assistance and Weatherization)
Contract amount: \$120,000.00
Contract term: April 2022 to June 2023

Collectively, the contracts allow for a \$395,000.00 (approximately) to be used towards community outreach, communication, and promotion. For a detail of the LIHEAP outreach campaigns, refer to the attached scope of work. To ensure the program meets contract expectations relating to the intent and allocated funding, the Energy program will coordinate with Hey Salty, contract marketing firm, and the Executive Division liaison.

Note: Under the master contract with Hey Salty, it is the intent to bring program-specific campaigns to the appropriate Committee for approval. This will ensure the campaign services is a direct charge to the program and will not count toward the general retainer fee under the Executive Division for agency-level outreach activities. This contract aligns with Strategic Plan Goals and Activities 3.1.3 and 4.3.1 by allowing us to enhance our marketing and communication with our staff, clients, partners, and supporters in the communities we serve.

Recommendation:

Staff recommends the Budget and Finance Committee to authorize the use of Hey Salty for outreach and communication for the following campaigns under the Energy program, Low-Income Energy Assistance Program (LIHEAP) American Rescue Plan Act (ARPA) 2021 Utility Assistance and the LIHEAP 2022 for Utility Assistance and Weatherization services.

Attachments:

*Hey Salty – CAPK Energy Programs Marketing Plan
Contract For Services Agreement*

MEMO

TO: James Burger, CAPK

FROM: Justin Salters, APR, CSR-P, President, Hey Salty, Inc.

DATE: Apr. 8, 2022

RE: Marketing Plan for Energy Programs (LIHEAP 22 and ARPA 21)

The following memo outlines a proposed marketing plan to promote CAPK's Energy Programs, including both utility assistance and weatherization. This plan provides strategic recommendations for investment of marketing and outreach grants available through the LIHEAP 22 and ARPA 21 contracts. Detailed media plans will be provided upon approval of the budget and scopes proposed.

SITUATION ANALYSIS

Kern County residents struggle to make ends meet. According to the [B3K Prosperity Market Assessment](#), more than 450,000 people—or more than half of Kern County residents—lived on less income than required to cover their basic expenses in 2018. The vast majority of households include at least one worker, but are unable to achieve self-sufficiency because they do not earn enough income.

That was before the COVID-19 pandemic. Through the pandemic, Kern County's unemployment rate was one of the highest in California.

On top of this, inflation continues to drive energy costs to record highs. Last year, the Energy Information Administration advised that nearly half of U.S. households that warm their homes mainly with natural gas can expect to pay 30 percent higher utility bills this winter, [according to the Wall Street Journal](#). In the same article, the Journal reported that a recent study in Illinois found utility customers in majority Black and Hispanic ZIP Codes were about four times more likely than less-diverse neighborhoods to be disconnected for nonpayment.

Locally, PG&E has made the move to switch all 26,000 of its Kern County customers to a "time of use" rate plan, unless the customers opt into a different rate plan, as [reported last year by The Bakersfield Californian](#). PG&E customers will pay more for energy consumed between 4

and 9 p.m. daily, and less the rest of the day, up to 7 percent more for electricity during the winter and 23 percent more during the summer.

Taken together, these factors create increased opportunity for Community Action Partnership of Kern's (CAPK) Energy Programs to provide much-needed utility assistance and weatherization/energy efficiency upgrades for households in Kern County.

TARGET AUDIENCES

We have identified the following strategic audiences for this campaign:

- Clients: low-income households in Kern County who are eligible for CAPK's energy programs

GOALS AND OBJECTIVES

CAPK's overall program goal is to provide energy program assistance to as many eligible families in Kern County as possible. Our two objectives associated with this goal are to:

- Fully utilize ARPA 21 grant funding on or before Mar. 31, 2023
- Fully utilize LIHEAP 22 grant funding on or before June 30, 2023

STRATEGIES AND TACTICS / SCOPE OF WORK

We have developed a four-phased campaign to achieve these objectives. In Phase 0, we will prepare the foundational assets for marketing communication. Phase 1 delivers a concentrated burst of television, radio and programmatic digital advertising to reach our Client audience. Phase 1 extends through Summer 2022, the hottest months of the year, when utility bills surge to their highest.

In Phase 2, we maintain a sustained presence with a focus on weatherization and energy efficiency upgrades to prepare our audience for the winter heating season. Phase 3 begins in the coldest months of the 2023 winter season, with a renewed focus on promoting utility assistance. Phase 4, our final phase, carries us through the Spring 2023 shoulder season into summer, with a focus again on weatherization and sustained awareness of CAPK's utility assistance programs.

- **Campaign Microsite / Landing Page – Phase 0**

Currently, the CAPK Energy Program's landing page is buried at capk.org. We plan to build a campaign-specific microsite that will live at either energy.capk.org. This will allow us to brand the enhanced program and provide a more clear and direct call to action for our target audiences regarding CAPK Energy Programs. The microsite will contain eligibility information, FAQs, options to download and print the files needed to apply and a contact form. All form submissions will be automatically delivered to a CAPK designee.

The microsite will also contain an on-page pop-up and embedded forms for users to sign up to receive information and future updates from CAPK via email. This will provide us with an audience list to engage directly as the assistance program evolves into the future. The microsite will include Google Analytics so that we can monitor and report on site traffic, unique visitors and visitor behaviors.

- **Creative Production – Video, Radio and Graphic Display Ads – Phase 0**

We plan to produce unique weatherization and utility assistance ads for CAPK that can be used both during this campaign and future campaigns. We will produce 30-second video ads for television and digital platforms, and also provide 15-second and 7-second versions for campaign use. All of our ads will be produced in English and Spanish. With significant investment in paid advertising, it is imperative that we have top-notch creative.

Additionally, we will produce banner display ads that to be used throughout the campaign.

- **Broadcast Television Advertising – Phases 1-4**

Our plan relies heavily on broadcast television advertising to reach our target audience. We intend to include all English and Spanish language broadcast stations in our media plan, contingent on budget and our ability to achieve effective message saturation. Upon approval of our budget, we will begin negotiating rates and placements for television.

Because the Bakersfield DMA does not extend to East Kern county, we have plans in place to skew towards digital delivery and possibly consider cable television to effectively reach our audiences in East Kern.

- **Radio Advertising – Phases 1-4**

Our plan includes a robust budget for English and Spanish language radio advertising. We will focus on stations with the highest penetration in our target audiences.

- **Programmatic Digital Advertising – Phases 1-4**

We will purchase display (banner), video, pre-roll, OTT and social media ads that target the addresses of low-income households in Kern County. Our goal is to deliver video and display ads across multiple advertising networks and drive our audience to visit the Energy Program microsite, learn about the programs and begin their application process. Our target audience will encounter graphic display ads across the websites they are already visiting, directing them to the utility assistance microsite. Our banner ads will be produced in English, Spanish and Punjabi, and we will refresh ad creative every eight weeks. We will establish monthly targets for impressions and optimize for the duration of the campaign.

- **Website Retargeting – Phases 1-4**

Website retargeting is when a website visitor receives ads that reflect a website's products or services, after visiting a website. These retargeting impressions are rocket fuel for conversions. They specifically reinforce our messages to people who have already visited our microsite, which is a leading indicator of their likelihood of applying. Retargeting provides the extra nudge needed to get someone on the fence about taking an action, in our case applying for utility assistance, to begin an application.

EXECUTION TIMELINE

We have developed our execution timeline based on a start date of April 18, 2022. The timeline will be adjusted based on an actual start date once this plan is approved.

Date	Description	Duration
04/18/22	Phase 0	6 weeks
05/30/22	Phase 1	4.25 months
10/1/22	Phase 2	2 months
12/1/22	Phase 3	4 months
4/1/22	Phase 4	3 months

BUDGET

ARPA 21

	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	TOTAL
Strategy & Management		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$27,500
Creative Production	\$25,000												\$25,000
Web Development	\$4,000												\$4,000
Television		\$5,000	\$17,500	\$20,000	\$20,000	\$15,000			\$12,500	\$15,000	\$12,500		\$117,500
Radio		\$4,000	\$10,000	\$10,000	\$8,000	\$6,000			\$8,000	\$10,000	\$8,000		\$64,000
Digital (Display, Video and Social)		\$3,000	\$4,500	\$6,000	\$6,000	\$4,500			\$3,000	\$4,500	\$3,000	\$2,500	\$37,000
TOTALS	\$29,000	\$14,500	\$34,500	\$38,500	\$36,500	\$28,000	\$2,500	\$2,500	\$26,000	\$32,000	\$26,000	\$5,000	\$275,000

LIHEAP 22

	Apr 2022	May - Sep 2022	Oct 2022	Nov 2022	Dec 2022 - Mar 2023	Apr 2023	May 2023	Jun 2023	TOTAL
Strategy & Management		\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$17,000
Creative Production	\$22,000								\$22,000
Web Development	\$1,500								\$1,500
Paid Media									\$0
Television			\$6,000	\$6,000		\$6,000	\$9,000	\$13,000	\$40,000
Radio			\$3,000	\$3,000		\$4,000	\$6,000	\$7,500	\$23,500
Digital (Display, Video and Social)			\$2,000	\$2,000		\$4,000	\$4,000	\$4,000	\$16,000
TOTALS	\$23,500	\$1,000	\$12,000	\$12,000	\$1,000	\$16,000	\$21,000	\$26,500	\$120,000

NEXT STEPS

Approve creative production budget.

Our highest priority to make this plan successful is approval to begin production. When we receive approval, we will begin coordinating with our production company for our video and radio ads. We will begin developing the energy program microsite and also work with our media planners to develop media plans for presentation.

Approve media plans and GO!

We will present detailed media plans for approval by mid-May. Once you approve our media plans, we'll be off to the races.

#

Please let me know if you have any questions. I am available to meet in person or via Zoom if you would like to discuss any or all portions of this plan. We're excited to support CAPK's Energy Programs.



Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 1st day of April 2022 by and between Hey Salty, Inc (“Vendor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

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

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

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

2. TERM.

- a. This agreement shall be effective, and all Services shall be provided for that period of time from April 1, 2022 through December 31, 2023 (“Term”).

3. OPTION TO RENEW.

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

4.TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.
- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

5. PAYMENT FOR SERVICES.

- b. **INVOICES.** Services shall be billed according to the link above. Vendor will submit a monthly invoice detailing the services provided with a detailed breakdown of expenses, and any additional costs incurred in providing the services, as provided in the link above. The total aggregate amount on this Agreement is not to exceed \$400,000.00.

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

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

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

6. RELATIONSHIP OF PARTIES.

- e. **INDEPENDENT CONTRACTOR.** The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint-venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.

- f. **TAXES.** Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.
- g. **WAIVER OF EMPLOYMENT RIGHTS.** Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.
- h. **VENDOR'S CONTROL.** Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.
- i. **NO EXCLUSIVITY.** No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

7. REPRESENTATIONS OF THE PARTIES

a. VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:

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

b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:

- i. The Services consist of work that is outside the usual course of CAPK's business.

- ii. CAPK does not possess the skills or expertise to provide the Services.
 - iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.
- 8. INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.
- a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:
 - i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
 - ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.
 - b. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - i. Provide coverage for owned, non-owned and hired autos.
 - ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - c. **WORKERS' COMPENSATION INSURANCE.** Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
 - d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:
 - i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).
 - iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.
 - iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

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

9. RESTRICTIVE COVENANTS.

- a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.
- b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:
 - i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
 - ii. develops any of the foregoing which constitute Vendor's Intellectual Property,Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.
- c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.
- d. **DEFINITIONS:**

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

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

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

Vendor:
 Hey Salty, Inc.
 ATTN: Justin Salters
 1522 18th Street, Suite 220
 Bakersfield, CA 93301
 Phone: (661)279-0819

CAPK:
 Community Action Partnership of Kern
 ATTN: Freddy Hernandez
 5005 Business Park North
 Bakersfield, CA 93309
 Phone: (661) 336-5236

12. INDEMNIFICATION. Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental

agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

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

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

14. MISCELLANEOUS PROVISIONS.

- a. **CONFLICT OF INTEREST.** The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.
- b. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
- c. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
- d. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

- e. **WAIVER.** The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.
- f. **ASSIGNMENT.** Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.
- g. **FURTHER ASSURANCES.** The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.
- h. **SEVERABILITY.** All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.
- i. **ATTORNEY'S FEES.** In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
- j. **CONSTRUCTION.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.
- k. **AUTHORITY.** The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.
- l. **COUNTERPARTS.** This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

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

VENDOR: HEY SALTY, INC.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

Attachment A



The following proposed marketing plan to promote CAPK's Energy Programs, including both utility assistance and weatherization. This plan provides strategic recommendations for investment of marketing and outreach grants available through the LIHEAP 22 and ARPA 21 contracts. Detailed media plans will be provided upon approval of the budget and scopes proposed.

SITUATION ANALYSIS

Kern County residents struggle to make ends meet. According to the [B3K Prosperity Market Assessment](#), more than 450,000 people—or more than half of Kern County residents—lived on less income than required to cover their basic expenses in 2018. The vast majority of households include at least one worker, but are unable to achieve self-sufficiency because they do not earn enough income.

That was before the COVID-19 pandemic. Through the pandemic, Kern County's unemployment rate was one of the highest in California.

On top of this, inflation continues to drive energy costs to record highs. Last year, the Energy Information Administration advised that nearly half of U.S. households that warm their homes mainly with natural gas can expect to pay 30 percent higher utility bills this winter, [according to the Wall Street Journal](#). In the same article, the Journal reported that a recent study in Illinois found utility customers in majority Black and Hispanic ZIP Codes were about four times more likely than less-diverse neighborhoods to be disconnected for nonpayment.

Locally, PG&E has made the move to switch all 26,000 of its Kern County customers to a "time of use" rate plan, unless the customers opt into a different rate plan, as [reported last year by The Bakersfield Californian](#). PG&E customers will pay more for energy consumed between 4 and 9 p.m. daily, and less the rest of the day, up to 7 percent more for electricity during the winter and 23 percent more during the summer.

Taken together, these factors create increased opportunity for Community Action Partnership of Kern's (CAPK) Energy Programs to provide much-needed utility assistance and weatherization/energy efficiency upgrades for households in Kern County.

TARGET AUDIENCES

We have identified the following strategic audiences for this campaign:

- Clients: low-income households in Kern County who are eligible for CAPK's energy programs

GOALS AND OBJECTIVES

CAPK's overall program goal is to provide energy program assistance to as many eligible families in Kern County as possible. Our two objectives associated with this goal are to:

- Fully utilize ARPA 21 grant funding on or before Mar. 31, 2023
- Fully utilize LIHEAP 22 grant funding on or before June 30, 2023

STRATEGIES AND TACTICS / SCOPE OF WORK

We have developed a four-phased campaign to achieve these objectives. In Phase 0, we will prepare the foundational assets for marketing communication. Phase 1 delivers a concentrated burst of television, radio and programmatic digital advertising to reach our Client audience. Phase 1 extends through Summer 2022, the hottest months of the year, when utility bills surge to their highest.

In Phase 2, we maintain a sustained presence with a focus on weatherization and energy efficiency upgrades to prepare our audience for the winter heating season. Phase 3 begins in the coldest months of the 2023 winter season, with a renewed focus on promoting utility assistance. Phase 4, our final phase, carries us through the Spring 2023 shoulder season into summer, with a focus again on weatherization and sustained awareness of CAPK's utility assistance programs.

- **Campaign Microsite / Landing Page – Phase 0**

Currently, the CAPK Energy Program’s landing page is buried at capk.org. We plan to build a campaign-specific microsite that will live at either energy.capk.org. This will allow us to brand the enhanced program and provide a more clear and direct call to action for our target audiences regarding CAPK Energy Programs. The microsite will contain eligibility information, FAQs, options to download and print the files needed to apply and a contact form. All form submissions will be automatically delivered to a CAPK designee.

The microsite will also contain an on-page pop-up and embedded forms for users to sign up to receive information and future updates from CAPK via email. This will provide us with an audience list to engage directly as the assistance program evolves into the future. The microsite will include Google Analytics so that we can monitor and report on site traffic, unique visitors and visitor behaviors.

- **Creative Production – Video, Radio and Graphic Display Ads – Phase 0**

We plan to produce unique weatherization and utility assistance ads for CAPK that can be used both during this campaign and future campaigns. We will produce 30-second video ads for television and digital platforms, and also provide 15-second and 7-second versions for campaign use. All of our ads will be produced in English and Spanish. With significant investment in paid advertising, it is imperative that we have top-notch creative.

Additionally, we will produce banner display ads that to be used throughout the campaign.

- **Broadcast Television Advertising – Phases 1-4**

Our plan relies heavily on broadcast television advertising to reach our target audience. We intend to include all English and Spanish language broadcast stations in our media plan, contingent on budget and our ability to achieve effective message saturation. Upon approval of our budget, we will begin negotiating rates and placements for television.

Because the Bakersfield DMA does not extend to East Kern county, we have plans in place to skew towards digital delivery and possibly consider cable television to effectively reach our audiences in East Kern.

- **Radio Advertising – Phases 1-4**

Our plan includes a robust budget for English and Spanish language radio advertising. We will focus on stations with the highest penetration in our target audiences.

- **Programmatic Digital Advertising – Phases 1-4**

We will purchase display (banner), video, pre-roll, OTT and social media ads that target the addresses of low-income households in Kern County. Our goal is to deliver video and display ads across multiple advertising networks and drive our audience to visit the Energy Program microsite, learn about the programs and begin their application process. Our target audience will encounter graphic display ads across the websites they are already visiting, directing them to the utility assistance microsite. Our banner ads will be produced in English, Spanish and Punjabi, and we will refresh ad creative every eight weeks. We will establish monthly targets for impressions and optimize for the duration of the campaign.

- **Website Retargeting – Phases 1-4**

Website retargeting is when a website visitor receives ads that reflect a website’s products or services, after visiting a website. These retargeting impressions are rocket fuel for conversions. They specifically reinforce our messages to people who have already visited our microsite, which is a leading indicator of their likelihood of applying. Retargeting provides the extra nudge needed to get someone on the fence about taking an action, in our case applying for utility assistance, to begin an application.

EXECUTION TIMELINE

We have developed our execution timeline based on a start date of April 18, 2022. The timeline will be adjusted based on an actual start date once this plan is approved.

Date	Description	Duration
04/18/22	Phase 0	6 weeks
05/30/22	Phase 1	4.25 months
10/1/22	Phase 2	2 months
12/1/22	Phase 3	4 months
4/1/22	Phase 4	3 months

BUDGET

ARPA 21

	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	TOTAL
Strategy & Management		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$27,500
Creative Production	\$25,000												\$25,000
Web Development	\$4,000												\$4,000
Television		\$5,000	\$17,500	\$20,000	\$20,000	\$15,000			\$12,500	\$15,000	\$12,500		\$117,500
Radio		\$4,000	\$10,000	\$10,000	\$8,000	\$6,000			\$8,000	\$10,000	\$8,000		\$64,000
Digital (Display, Video and Social)		\$3,000	\$4,500	\$6,000	\$6,000	\$4,500			\$3,000	\$4,500	\$3,000	\$2,500	\$37,000
TOTALS	\$29,000	\$14,500	\$34,500	\$38,500	\$36,500	\$28,000	\$2,500	\$2,500	\$26,000	\$32,000	\$26,000	\$5,000	\$275,000

LIHEAP 22

	Apr 2022	May - Sep 2022	Oct 2022	Nov 2022	Dec 2022 - Mar 2023	Apr 2023	May 2023	Jun 2023	TOTAL
Strategy & Management		\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$17,000
Creative Production	\$22,000								\$22,000
Web Development	\$1,500								\$1,500
Paid Media									\$0
Television			\$6,000	\$6,000		\$6,000	\$9,000	\$13,000	\$40,000
Radio			\$3,000	\$3,000		\$4,000	\$6,000	\$7,500	\$23,500
Digital (Display, Video and Social)			\$2,000	\$2,000		\$4,000	\$4,000	\$4,000	\$16,000
TOTALS	\$23,500	\$1,000	\$12,000	\$12,000	\$1,000	\$16,000	\$21,000	\$26,500	\$120,000

NEXT STEPS

Approve creative production budget.

Our highest priority to make this plan successful is approval to begin production. When we receive approval, we will begin coordinating with our production company for our video and radio ads. We will begin developing the energy program microsite and also work with our media planners to develop media plans for presentation.

Approve media plans and GO!

We will present detailed media plans for approval by mid-May. Once you approve our media plans, we'll be off to the races.

Please let me know if you have any questions. I am available to meet in person or via Zoom if you would like to discuss any or all portions of this plan. We're excited to support CAPK's Energy Programs.

ADDENDUM "A"

FEDERAL ASSURANCES

The Vendor:

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

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

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Statement for Loan Guarantees and Loan Insurance

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

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

Signature of Vendor

Date

ADDENDUM "C"

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

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

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

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

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

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

Signature of Vendor

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

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

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

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

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

X

Signature of Vendor

Date

X

Address

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

- A.** If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B.** During performing this Agreement, the Vendor agrees as follows:
- 1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 2.** The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 - 3.** The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - 4.** The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 5.** The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 6.** The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - 7.** The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - 8.** The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 - 9.** If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - 10.** The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 - 11.** The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

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

Signature of Vendor

Date

ADDENDUM "G"

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

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

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

"Executive and top management" means any employee--

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

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

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

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

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

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

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

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

"Special disabled veteran" means--

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

(i) Rated at 30 percent or more; or

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

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

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

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

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

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

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

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

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

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

applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

Signature of Vendor

Date

ADDENDUM "H"

VENDOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

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

ADDENDUM "I"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

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

Concerning Classification of Labor and Wage Rate Determinations:

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

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

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

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

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

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

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

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

ADDENDUM "L"
ADDITIONAL TERMS AND CONDITIONS

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

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

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

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



MEMORANDUM

To: Budget & Finance Committee *Wilfredo Cruz*
From: Wilfredo Cruz, Energy Program Administrator
Date: August 17, 2022
Subject: *Agenda Item 4e* : Approval of Energy Program RFP
Awards for Subcontractors – **Action Item**

On June 8, 2022, a Request for Proposals (RFP) was issued seeking qualified vendor, possessing a State of California Class “B” General Building Contractor’s License issued by the Contractor’s State License Board (CSLB) to provide full-service weatherization services to low-income, single and multi-family households located in Kern County.

Two (2) proposals were received on a timely basis, each of which complied with the requirements contained in the RFP.

A comprehensive bid analysis was completed for each of the proposing subcontractors, and it was determined that it is in the best interest of CAPK and our clients to enter into Contract for Services Agreements with both of these subcontractors for a term of three (3) years. This will allow the Energy Program to continue working within the community while simultaneously expending our contracts to assist low-income families. Each of the Agreements contains a “not to exceed” amount of \$300,000 over the three (3) year term, which requires approval of the Board of Directors.

The work to be completed by these subcontractors connects to CAPK’s mission and Strategic Goal 3, advancing economic empowerment and financial stability for low-income people in the community we serve.

Recommendation:

Staff recommends that the Budget & Finance Committee approve the execution of these contracts and authorizes the Chief Executive Officer to execute the contract and any future amendments.

Attachments:

Contract for Services Agreement (2)



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 25th day of August 2022 by and between Garcia Industries Inc dba Community Outreach Services (“Vendor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

- a. **SCOPE.** Vendor is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2022-001. Vendor’s Bid Form for RFP CAPK Energy 2022-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.
- c. **VENDOR PROJECT MANAGEMENT.** Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor’s effective representation of CAPK’s interests in performing the Services.
- d. **CHANGES IN WORK.** During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor’s fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.
- e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

- a. This agreement shall be effective, and all Services shall be provided for that period of time from August 25th, 2022, through August 24th, 2025.

3. TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK’s behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK’s property.
- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days’ notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

4. PAYMENT FOR SERVICES.

- a. **INVOICES.** Services shall be billed according to Attachment A. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in Attachment A. The total aggregate amount on this Agreement is not to exceed \$300,000.00.

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

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

- b. **PAYMENT OF INVOICES/DISPUTES.** CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in Attachment A. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

5. RELATIONSHIP OF PARTIES.

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

6. REPRESENTATIONS OF THE PARTIES

a. **VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:**

- i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.
- ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.
- iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.
- iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

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

b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:

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

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

- a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:
 - i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
 - ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.
- b. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - i. Provide coverage for owned, non-owned and hired autos.
 - ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
- c. **WORKERS' COMPENSATION INSURANCE.** Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:
 - i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).
 - iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

- iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.
- v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

8. RESTRICTIVE COVENANTS.

- a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.
- b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:
 - i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
 - ii. develops any of the foregoing which constitute Vendor's Intellectual Property,Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.
- c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.
- d. **DEFINITIONS:**
 - i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future

engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

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

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

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

Vendor:
Garcia Industries Inc.
ATTN: Ernesto Garcia
5880 District Blvd #12
Bakersfield, CA 93313
Phone: (661) 404-4673

CAPK:
Community Action Partnership of Kern
ATTN: Wilfredo Cruz
5005 Business Park North
Bakersfield, CA 93309
Phone: (661) 336-5236

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

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

- a. Addendum A: Federal Assurances.
- b. Addendum B: Certification Regarding Lobbying.
- c. Addendum C: Debarment and Suspension Certification.
- d. Addendum D: Non-collusion Affidavit.

- e. Addendum E: Equal Opportunity.
- f. Addendum F: Utilization of Women & Minority Business Enterprises.
- g. Addendum G: Equal Opportunity for Special Disabled Veterans.
- h. Addendum H: Certification of Workmen's Compensation.
- i. Addendum I: Insurance Requirements.
- j. Addendum J: Prevailing Wage Compliance Certification (if required);
- k. Addendum K: Material and Workmanship Warranty (if required).
- l. Addendum L: Additional Terms and Conditions

13. MISCELLANEOUS PROVISIONS.

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

- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

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

VENDOR: GARCIA INDUSTRIES, INC dba COMMUNITY OUTREACH SERVICES

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

Weatherization Measure Matrix - Exhibit A PRICING SHEET FOR WEATHERIZATION SERVICES

Line #	Measure	Type	Your Pricing	Price for material and labor (separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified Assessment (for Reweatherized dwellings only)		Able to do work, but will submit bid
2	REM/Design Energy Audit			Able to do work, but will submit bid
3	Combustion Appliance Safety Test	Pre Post		Able to do work, but will submit bid
4	Blower Door Test	Pre Post		Able to do work, but will submit bid
5	Duct Leakage Test	Pre Post		Able to do work, but will submit bid
6	Environmental Testing			N/A
7	HERS Rater			\$500
8	Permits			\$300
9	Contractor Post-Weatherization Inspection	Contractor Post Inspection Sub-contracted Post Inspection	\$450 \$450 per inspection	
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	\$95 per alarm	
2	Smoke Alarm	Lithium Battery or Hard-Wired	\$65 per alarm	
3	Cooking Appliance Repair, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$467	
4	Cooking Appliance Replacement, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$1025	
5	Cooling Repair	AC Wall/Window Evaporative Cooler FAU (Split System) Multi-Unit Central System (serving more than one MUD)	\$750 per dwelling or 50% of replacement \$815 per dwelling or 50% of replacement \$1,742 per dwelling or 50% of replacement \$788 per MUD or 50% of replacement	

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Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
6	Cooling Replacement	AC Wall/Window	\$1,775 per dwelling	
		Evaporative Cooler Roof	\$2,550 per dwelling	
		Evaporative Cooler Window/Wall		
		Forced Air Unit (Split System)	\$5,16 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$1,775 per MUD	
7	CVA Venting	All Other	\$325 per dwelling	
		Louver Doors Only	\$500 per dwelling	
8	Environmental Hazard Work		No maximum	
9	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	\$1,750 per dwelling or 50% of replacement	
		Forced Air Unit (Split System)	\$2,275 per dwelling or 50% of replacement	
		Multi-Unit Central System (serving more than one MUD)	\$1,750 per MUD or 50% of replacement	
		Heat Pump / Other Types Not Listed	\$2,350 per dwelling or 50% of replacement	
		Package (Dual Pack)	\$3,350 per dwelling or 50% of replacement	
		Wood-Fueled	\$2,350 per dwelling or 50% of replacement	
10	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	\$4,875 per dwelling	
		Forced Air Unit (Split System)	\$5,500 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$3,500 per dwelling	
		Heat Pump / Other Types Not Listed	\$6,500 per dwelling	
		Package (Dual Pack)	\$8,272 per dwelling	
		Wood-Fueled	\$4,700 per dwelling	
11	Water Heater Repair	Electric		
		Gas & Propane	\$970 per dwelling or 50% of replacement	
		Mobile Home		
		Multi-Unit Central System (serving more than one MUD)	\$970 per MUD or 50% of replacement	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
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12	Water Heater Replacement	Electric	\$3,250 per dwelling	
		Heat Pump - 50 Gallon	\$4,050 per dwelling	
		Heat Pump - 65 Gallon	\$4,526 per dwelling	
		Heat Pump - 80 Gallon	\$4,990 per dwelling	
		Natural Gas and Propane	\$3,250 per dwelling	
		Mobile Home		
		Multi-Unit Central System (serving more than one MUD)	\$3,250 per MUD	
SECTION: Mandatory				
1	Attic Ventilation		\$475 per dwelling	
2	Ceiling Insulation	R-value 0-11	\$1.10 per sq ft	
		R-value 12-19	\$1.30 per sq ft	
		R-value 20-30	\$1.52 per sq ft	
		R-value 31-38	\$1.70 per sq ft	
3	Door, Exterior (All Other Types)	Repair	\$300 per door	
		Replacement - Catastrophic leaks only	\$600 per door	
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	\$705 per door	
		Repair - Greater than 72" x 80"	\$850 per door	
		Replacement - 72" x 80" and smaller - Catastrophic leaks only	\$1,725 per door	
		Replacement - Greater than 72" x 80" - Catastrophic leaks only	\$2,182 per door	
5	Duct Insulation		\$1.25 per square foot	
6	Duct Repair and Replacement		\$2,727 per dwelling	
7	Filter Replacement	Air Conditioning Furnace	\$100 per dwelling	
8	Hot Water Flow Restrictor	Faucet Restrictor	\$8 per restrictor	
		Low Flow Handheld Showerhead	\$35 per showerhead	
		Low Flow Showerhead	\$27 per showerhead	
9	HVAC Blower Upgrades	ECM Blower Motor	\$350 per dwelling	
		Efficient Fan Controller	\$240 per dwelling	
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows)***		\$1,412 per dwelling	
11	Kitchen Exhaust Installation, Repair & Replacement**	Range Hoods, Wall/Ceiling Mounts	\$425 per dwelling	
12	Kneewall Insulation	R-value 0-11	\$1.30 per sq ft	
		R-value 12-19	\$1.52 per sq ft	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	\$105 per kit	

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		LED Hard-Wired Lights - Exterior - Porch Light	\$105 per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	\$180 per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	\$105 per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	\$105 per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	\$105 per luminaire	
		LED Night Lights	\$7.50 per night light	
		LED Replacement Bulbs	\$25 per bulb	
		LED Torchiere Lamp Replacement	\$150 per dwelling	
14	Limited Home Repair		\$750 per dwelling	
15	Low Flow Toilet	Replacement (only when required by local building department permit process)	\$395 per toilet	
16	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)	Balanced System	\$1,950 per dwelling	
		Exhaust System	\$1,350 per dwelling	
		Supply System	\$1,350 per dwelling	
17	Microwave Oven Install		\$265 per oven	
18	Refrigerator Replacement Install	19 cu. ft. and below	\$2,250 per appliance	
		Over 19 cu. ft.	\$2,500 per appliance	
19	Thermostat	Manual	\$85 per thermostat	
		Programmable - Standard	\$195 per thermostat	
		Smart	\$265 per thermostat	
20	Water Heater Insulation		\$65 per blanket	
21	Water Heater Pipe Insulation		\$3.90 per lin ft	
22	Whole House Fan		\$3,100 per dwelling	
23	Window	Repair - Catastrophic leaks only	1,200 per dwelling	
		Replacement - Catastrophic leaks only	\$2,400 per dwelling	
24	Vacancy Sensor Switch		\$75 per Sensor	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional				
1	Ceiling Fan		\$275 per fan	
2	Exterior Water Pipe Wrap		\$4.25 per lin ft	

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3	Floor Foundation Venting		\$500 per dwelling	
4	Floor Insulation	> 36" clearance	___ per sq ft	Able to do work, will submit bid
		< 36" clearance	___ per sq ft	
5	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	\$42 ___ per Valve	
		Thermostatic Low Flow Showerhead (TSV + LFSSH Combo)	\$55 per showerhead TSV combo	
6	Mechanical Ventilation	Balanced System	\$1,950 ___ per dwelling	
		Exhaust System	\$1,350 ___ per dwelling	
		Supply System	\$1,350 ___ per dwelling	
7	Power Strips	Tier 2 Advanced	\$105 ___ per strip	
8	Shade screens		___ per dwelling	N/A
9	Storm Windows	Fixed, Glass Glazing	___ per sq ft	N/A
		Fixed, Polycarbonate	___ per sq ft	
		Operable, Glass Glazing	___ per sq ft	
		Operable, Polycarbonate	___ per sq ft	
10	Timer, Electric Water Heater		___ per timer	N/A
11	Tinted Window Film		___ per sq ft	N/A
12	Wall Insulation, Stucco and Wood	R-value 13	___ per sq ft	N/A

*If not able to provide service, N/A is an appropriate response in "Description of services to be provided" box

***The Infiltration Reduction Measure (IRM) includes measures previously identified under the 2020 contract as caulking, cover plate gasket, glass replacement, minor envelop repair, weatherstripping, and vent covers. In addition, IRM excludes all window and door measures.

ADDENDUM "A"
FEDERAL ASSURANCES

The Vendor:

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

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

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Statement for Loan Guarantees and Loan Insurance

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

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

Signature of Vendor

Date

ADDENDUM "C"

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

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

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

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

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

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

Signature of Vendor

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

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

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

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

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

X

Signature of Vendor

Date

X

Address

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

- A.** If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B.** During performing this Agreement, the Vendor agrees as follows:
- 1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 2.** The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 - 3.** The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - 4.** The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 5.** The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 6.** The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - 7.** The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - 8.** The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 - 9.** If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - 10.** The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 - 11.** The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

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

Signature of Vendor

Date

ADDENDUM "G"

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

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

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

"Executive and top management" means any employee--

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

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

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

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

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

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

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

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

"Special disabled veteran" means--

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

(i) Rated at 30 percent or more; or

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

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

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

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

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

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

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

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

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

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

applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

Signature of Vendor

Date

ADDENDUM "H"

VENDOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

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

ADDENDUM "I"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

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

Concerning Classification of Labor and Wage Rate Determinations:

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

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

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

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

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

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

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

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

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

“ADDENDUM L”
ADDITIONAL TERMS AND CONDITIONS

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

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

It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 25th day of August 2022 by and between Reliable Energy Management, Inc ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

- a. **SCOPE.** Vendor is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2022-001. Vendor's Bid Form for RFP CAPK Energy 2022-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.
- c. **VENDOR PROJECT MANAGEMENT.** Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor's effective representation of CAPK's interests in performing the Services.
- d. **CHANGES IN WORK.** During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor's fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.
- e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

- a. This agreement shall be effective, and all Services shall be provided for that period of time from August 25th, 2022, through August 24th, 2025.

3. TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.
- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

4. PAYMENT FOR SERVICES.

- a. **INVOICES.** Services shall be billed according to Attachment A. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in Attachment A. The total aggregate amount on this Agreement is not to exceed \$300,000.00.

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

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

- b. **PAYMENT OF INVOICES/DISPUTES.** CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in Attachment A. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

5. RELATIONSHIP OF PARTIES.

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

6. REPRESENTATIONS OF THE PARTIES

a. **VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:**

- i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.
- ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.
- iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.
- iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

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

b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:

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

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

- a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:
 - i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
 - ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.
- b. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - i. Provide coverage for owned, non-owned and hired autos.
 - ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
- c. **WORKERS' COMPENSATION INSURANCE.** Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:
 - i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).
 - iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

- iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.
- v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

8. RESTRICTIVE COVENANTS.

- a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.
- b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:
 - i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
 - ii. develops any of the foregoing which constitute Vendor's Intellectual Property,Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.
- c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.
- d. **DEFINITIONS:**
 - i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future

engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

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

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

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

Vendor:
Reliable Energy Management, Inc
ATTN: Ron Garcia
6829 Walthall Way
Paramount, CA 90723
Phone: (562)984-5515 ext. 111

CAPK:
Community Action Partnership of Kern
ATTN: Wilfredo Cruz
5005 Business Park North
Bakersfield, CA 93309
Phone: (661) 336-5236

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

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

- a. Addendum A: Federal Assurances.
- b. Addendum B: Certification Regarding Lobbying.
- c. Addendum C: Debarment and Suspension Certification.
- d. Addendum D: Non-collusion Affidavit.

- e. Addendum E: Equal Opportunity.
- f. Addendum F: Utilization of Women & Minority Business Enterprises.
- g. Addendum G: Equal Opportunity for Special Disabled Veterans.
- h. Addendum H: Certification of Workmen's Compensation.
- i. Addendum I: Insurance Requirements.
- j. Addendum J: Prevailing Wage Compliance Certification (if required);
- k. Addendum K: Material and Workmanship Warranty (if required).
- l. Addendum L: Additional Terms and Conditions

13. MISCELLANEOUS PROVISIONS.

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

- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

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

VENDOR: RELIABLE ENERGY MANAGEMENT, INC

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

Weatherization Measure Matrix - Exhibit A PRICING SHEET FOR WEATHERIZATION SERVICES

Line #	Measure	Type	Your Pricing	Price for material and labor (separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified Assessment (for Reweatherized dwellings only)		
2	REM/Design Energy Audit			
3	Combustion Appliance Safety Test	Pre Post		
4	Blower Door Test	Pre Post		
5	Duct Leakage Test	Pre Post		
6	Environmental Testing			
7	HERS Rater			
8	Permits			
9	Contractor Post-Weatherization Inspection	Contractor Post Inspection Sub-contracted Post Inspection	\$85 \$450 per inspection	
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	\$70 per alarm	
2	Smoke Alarm	Lithium Battery or Hard-Wired	\$70 per alarm	
3	Cooking Appliance Repair, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup	
4	Cooking Appliance Replacement, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$950 \$950 \$950	
5	Cooling Repair	AC Wall/Window Evaporative Cooler FAU (Split System) Multi-Unit Central System (serving more than one MUD)	per dwelling or 50% of replacement per dwelling or 50% of replacement per dwelling or 50% of replacement per MUD or 50% of replacement	\$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
6	Cooling Replacement	AC Wall/Window	\$1,850 per dwelling	
		Evaporative Cooler Roof	\$1,900 per dwelling	
		Evaporative Cooler Window/Wall		
		Forced Air Unit (Split System)	\$4,500 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$1,700 per MUD	
7	CVA Venting	All Other	\$230 per dwelling	
		Louver Doors Only	\$500 per dwelling	
8	Environmental Hazard Work		No maximum	
9	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Forced Air Unit (Split System)	per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Multi-Unit Central System (serving more than one MUD)	per MUD or 50% of replacement	\$85 per hour & parts + 30% markup
		Heat Pump / Other Types Not Listed	per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Package (Dual Pack)	per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Wood-Fueled	per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
10	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	\$4,200 per dwelling	
		Forced Air Unit (Split System)	\$5,800 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$3,600 per dwelling	
		Heat Pump / Other Types Not Listed	\$6,100 per dwelling	
		Package (Dual Pack)	\$7,200 per dwelling	
		Wood-Fueled	\$5,000 per dwelling	
11	Water Heater Repair	Electric		
		Gas & Propane Mobile Home	per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Multi-Unit Central System (serving more than one MUD)	per MUD or 50% of replacement	\$85 per hour & parts + 30% markup

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
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12	Water Heater Replacement	Electric	\$2,400 per dwelling	
		Heat Pump - 50 Gallon	\$2,700 per dwelling	
		Heat Pump - 65 Gallon	\$3,300 per dwelling	
		Heat Pump - 80 Gallon	\$3,700 per dwelling	
		Natural Gas and Propane		
		Mobile Home	\$2,300 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$2,400 per MUD	
SECTION: Mandatory				
1	Attic Ventilation		\$350 per dwelling	
2	Ceiling Insulation	R-value 0-11	\$1.00 per sq ft	
		R-value 12-19	\$1.20 per sq ft	
		R-value 20-30	\$1.50 per sq ft	
		R-value 31-38	\$1.90 per sq ft	
3	Door, Exterior (All Other Types)	Repair	\$275 per door	
		Replacement - Catastrophic leaks only	\$550 per door	
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	_____ per door	\$85 per hour & parts + 30% markup
		Repair - Greater than 72" x 80"	_____ per door	\$85 per hour & parts + 30% markup
		Replacement - 72" x 80" and smaller - Catastrophic leaks only	\$1,600 per door	
		Replacement - Greater than 72" x 80" - Catastrophic leaks only	\$1,900 per door	
5	Duct Insulation		\$1.20 per square foot	
6	Duct Repair and Replacement		\$3,000 per dwelling	
7	Filter Replacement	Air Conditioning	\$60 per dwelling	
		Furnace		
8	Hot Water Flow Restrictor	Faucet Restrictor	\$9 per restrictor	
		Low Flow Handheld Showerhead	\$40 per showerhead	
		Low Flow Showerhead	\$30 per showerhead	
9	HVAC Blower Upgrades	ECM Blower Motor	\$400 per dwelling	
		Efficient Fan Controller	\$300 per dwelling	
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows)***		_____ per dwelling	\$85 per hour & parts + 30% markup
11	Kitchen Exhaust Installation, Repair & Replacement**	Range Hoods, Wall/Ceiling Mounts	\$400 per dwelling	
12	Kneewall Insulation	R-value 0-11	\$1.30 per sq ft	
		R-value 12-19	\$1.30 per sq ft	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	\$65 per kit	

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		LED Hard-Wired Lights - Exterior - Porch Light	\$110 per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	\$110 per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	\$80 per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	\$90 per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	\$80 per luminaire	
		LED Night Lights	\$10 per night light	
		LED Replacement Bulbs	\$30 per bulb	
		LED Torchiere Lamp Replacement	\$160 per dwelling	
14	Limited Home Repair		___ per dwelling	\$85 per hour & parts + 30% markup
15	Low Flow Toilet	Replacement (only when required by local building department permit process)	\$350 per toilet	
16	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)	Balanced System	___ per dwelling	\$85 per hour & parts + 30% markup
		Exhaust System	___ per dwelling	\$85 per hour & parts + 30% markup
		Supply System	___ per dwelling	\$85 per hour & parts + 30% markup
17	Microwave Oven Install		\$300 per oven	
18	Refrigerator Replacement Install	19 cu. ft. and below	\$1,300 per appliance	
		Over 19 cu. ft.	\$1,500 per appliance	
19	Thermostat	Manual	\$75 per thermostat	
		Programmable - Standard	\$175 per thermostat	
		Smart	\$320 per thermostat	
20	Water Heater Insulation		\$65 per blanket	
21	Water Heater Pipe Insulation		\$4.00 per lin ft	
22	Whole House Fan		\$1,500 per dwelling	
23	Window	Repair - Catastrophic leaks only	___ per dwelling	\$85 per hour & parts + 30% markup
		Replacement - Catastrophic leaks only	___ per dwelling	\$10 per sq. ft.
24	Vacancy Sensor Switch		\$65 per Sensor	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional				
1	Ceiling Fan		\$300 per fan	
2	Exterior Water Pipe Wrap		\$4.20 per lin ft	

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3	Floor Foundation Venting		\$400 per dwelling	
4	Floor Insulation	> 36" clearance	\$2.50 per sq ft	
		< 36" clearance	\$3.00 per sq ft	
5	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	\$60 per Valve	
		Thermostatic Low Flow Showerhead (TSV + LFSH Combo)	\$75 per showerhead TSV combo	
6	Mechanical Ventilation	Balanced System	_____ per dwelling	\$85 per hour & parts + 30% markup
		Exhaust System	_____ per dwelling	\$85 per hour & parts + 30% markup
		Supply System	_____ per dwelling	\$85 per hour & parts + 30% markup
7	Power Strips	Tier 2 Advanced	\$120 per strip	
8	Shade screens		_____ per dwelling	\$7.00 per sq. ft.
9	Storm Windows	Fixed, Glass Glazing	\$12 per sq ft	
		Fixed, Polycarbonate	\$20 per sq ft	
		Operable, Glass Glazing	\$15 per sq ft	
		Operable, Polycarbonate	\$23 per sq ft	
10	Timer, Electric Water Heater		\$125 per timer	
11	Tinted Window Film		\$3.50 per sq ft	
12	Wall Insulation, Stucco and Wood	R-value 13	\$4.00 per sq ft	

*if not able to provide service, N/A is an appropriate response in "Description of services to be provided" box

***The Infiltration Reduction Measure (IRM) includes measures previously identified under the 2020 contract as caulking, cover plate gasket, glass replacement, minor envelop repair, weatherstripping, and vent covers. In addition, IRM excludes all window and door measures.

ADDENDUM "A"
FEDERAL ASSURANCES

The Vendor:

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

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

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Statement for Loan Guarantees and Loan Insurance

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

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

Signature of Vendor

Date

ADDENDUM "C"

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

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

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

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

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

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

Signature of Vendor

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

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

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

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

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

X

Signature of Vendor

Date

X

Address

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

- A.** If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B.** During performing this Agreement, the Vendor agrees as follows:
- 1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 2.** The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 - 3.** The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - 4.** The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 5.** The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 6.** The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - 7.** The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - 8.** The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 - 9.** If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - 10.** The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 - 11.** The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

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

Signature of Vendor

Date

ADDENDUM "G"

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

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

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

"Executive and top management" means any employee--

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

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

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

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

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

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

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

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

"Special disabled veteran" means--

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

(i) Rated at 30 percent or more; or

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

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

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

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

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

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

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

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

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

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

applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

Signature of Vendor

Date

ADDENDUM "H"

**VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 provides:

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

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

ADDENDUM "I"
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

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

Concerning Classification of Labor and Wage Rate Determinations:

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

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

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

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

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

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

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

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

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

“ADDENDUM L”
ADDITIONAL TERMS AND CONDITIONS

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

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

It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."



MEMORANDUM

To: Budget and Finance Committee

From: Freddy Hernandez, Director of Youth & Community Services



Date: August 17, 2022

Subject: *Agenda Item 4f:* Kern County Superintendent of Schools – East
Kern Family Resource Center – **Action Item**

On August 8, 2022, we received one-year award notice for \$240,727 from the Kern County Superintendent of Schools Office. This is an increase of \$10,001 when compared to last year's contract. The award allows us to continue offering case management and support services to at-risk families in East Kern County. The contract period will be from July 1, 2022, through June 30, 2023.

This project enables the East Kern Family Resource Center staff to provide case management and support services to at-risk families in collaboration with the Kern County Department of Human Services – Emergency Response Team. The focus of the program is to help improve the family function and the safety of children in the communities of East Kern County.

The project is funded as part of the California Department of Social Services (CDSS) initiative to make funds available for the prevention and intervention of child abuse and the promotion of safe and stable families. The work connects to CAPK's mission and Strategic Goal 2, helping meet the diverse needs of the low-income communities of Kern County. Many of the families living in the East Kern communities often do not receive the same support services that families in Bakersfield do, creating a larger barrier for the sustainability of the family's overall health, safety, and stability. Staff will be tasked with the responsibility of providing support and case management services that would assist with the promotion of family stability.

Recommendation:

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute the contract and any future amendments throughout the contract term.

Attachment:

KCSOS Contract for East Kern Family Resource Center

July 12, 2022

Office of Mary C. Barlow ...advocates for children

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

RE: Vendor # 37779

Dear Vendor,

Submitted for your signature are (2) copies of the above referenced contracts/agreements/amendments.

- * Please sign or have the appropriate authorized person sign the enclosed agreement in **blue ink**.
- * Please complete all of the information on the signature page.
- * Return **one (1) signed original** to the address below no later than **July 21st, 2022**.

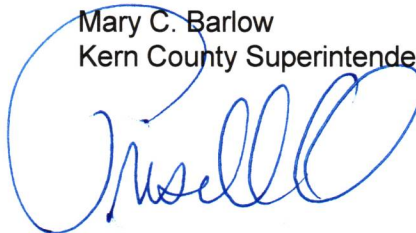
Payment cannot be made until the signed contract is returned.

For questions or concerns regarding this agreement, contact Cristina Valenzuela at (661) 636-4524, or crvalenzuela@kern.org.

PLEASE RETURN SIGNED ORIGINAL TO:
Kern County Superintendent of Schools
Attn: Cristina Valenzuela - Contracts
1300 17th Street - 6th Floor
Bakersfield, CA 93301-4533

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools



Priscilla Quinn
Assistant Superintendent of Finance

MCB:PQ:cav
Enc.

OFFICE OF MARY C. BARLOW
Kern County Superintendent of Schools
Advocates for Children

AGREEMENT FOR
KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
KERN COUNTY NETWORK FOR CHILDREN
CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;
COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND;
PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT;
AND CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS

(Kern County Superintendent of Schools, as administrative agent for the Kern County Child and Family Services Agency – Community Action Partnership of Kern)

THIS AGREEMENT is made and entered into this 1st day of July, 2022, by and between the Kern County Superintendent of Schools as the administrative agent for the Kern County Child and Family Services Agency, (hereinafter "KCFSA") established through a Joint Powers Agreement between the County of Kern and the Kern County Superintendent of Schools, (hereinafter collectively referred to as "AGENCY"), and the Community Action Partnership of Kern (hereinafter "CONTRACTOR"), whose principal place of business is, 5005 Business Park North, Bakersfield, CA 93309.

WITNESSETH:

WHEREAS:

- a. The County of Kern (hereinafter "COUNTY") has been designated by the State of California Department of Social Services (hereinafter "CDSS") as having the responsibility to administer funds made available for distribution under the Child Abuse Prevention, Intervention and Treatment (hereinafter "CAPIT"), Community Based Child Abuse Prevention (hereinafter "CBCAP"), Children's Trust (hereinafter "Trust"), and Promoting Safe and Stable Families (hereinafter "PSSF") programs; and
- b. COUNTY has designated KCFSA as the administrative agent for CAPIT projects funded under AB 1733 and AB 2994; CBCAP projects funded under the Keeping Children and Families Safe Act of 2003 (P.L. 108-36); and, PSSF projects funded under the Federal Omnibus Budget Reconciliation Act of 1993 (PL 103-66); and
- c. KCFSA has been designated by the Board of Supervisors as the administrative agent for the Kern County Network for Children (hereinafter "KCNC"), and KCNC is the planning body for Kern County's CAPIT, CBCAP, Trust, and PSSF funding; and
- d. KCFSA has been awarded Child Welfare Services Outcome Improvement Project (hereinafter "CWSOIP") and Families First Transition Act Fund (herein after "FFTA") funds that support the goals set forth in Kern's Child Welfare Services FY 2022-2027 Self Improvement Plan; and
- e. KCFSA has been awarded Proposition 10 (hereinafter "Prop. 10") funds by the Kern County Children and Families Commission (hereinafter "COMMISSION") to provide Differential Response services; and

- f. CONTRACTOR is qualified, staffed and equipped to provide services in accordance with the provisions of this agreement; and
- g. It is to the mutual benefit of the parties to enter into an agreement to memorialize the terms of their agreement hereunder.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. TERM

This Agreement shall become effective as of July 1, 2022 and shall remain in effect until June 30, 2023, unless sooner terminated as hereinafter provided.

2. RESPONSIBILITIES OF CONTRACTOR

The duties of CONTRACTOR shall include, but not necessarily be limited to, the scope of work described in Exhibit "A", which is attached hereto and made a part hereof, and to remain ready, willing and able to provide services to all children who are at risk of abuse or neglect in compliance with the following:

- A. Priority for CONTRACTOR'S services shall be given to children who have been referred by the County of Kern's Department of Human Services as a result of abuse or neglect allegations. CONTRACTOR agrees to keep the County of Kern's Department of Human Services informed about its services and activities under this Agreement.
- B. CONTRACTOR'S program shall be culturally and linguistically appropriate to the population and geographical area it serves.
- C. CONTRACTOR shall provide Differential Response services that include assistance to CalWORKS Welfare to Work (WTW) clients, who have open Differential Response cases or pending Differential Response referrals to assist them with fully complying with WTW program requirements;
 - 1) CONTRACTOR shall provide Differential Response services that include, but are not limited to:
 - a) Use the CalSAWS system, provided by the County of Kern's Department of Human Services to screen for common clients, who have WTW case plans and/or sanctions.
 - b) Assist WTW clients to eliminate barriers resulting in the sanctions by providing case management services.
 - c) Provide clients with assistance that encourages client participation in assigned WTW case plan activities.
 - d) Inform WTW Social Workers of the status of Differential Response services provided to a common client, including when a case is opened, closed or services are refused.
- D. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code section 11165 (k). This responsibility shall include, without limitation, the requirement that each employee, volunteer, consultant or agent performing services under this agreement who

are required by Penal Code section 11166 (a) to report child abuse or neglect shall sign a statement that he or she knows of the reporting requirements and will comply with them. CONTRACTOR shall establish procedures and provide training to ensure reporting even when employees, volunteers, consultants or agents who are not required to report child abuse under Penal Code section 11166(a) gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

- E. CONTRACTOR shall maintain accurate and complete financial records of costs and operating expenses that shall reflect the actual cost of the services provided.
- F. CONTRACTOR shall maintain a Social Solutions ETO Sub-License, comply with the terms and conditions set forth, and fully utilize the software.
- G. CONTRACTOR shall provide quarterly and annual reports to AGENCY, utilizing Social Solutions ETO software and forms required by the AGENCY and COMMISSION, as applicable.
- H. CONTRACTOR agrees to comply with all requirements of the AGENCY and COMMISSION, including practices, policies and procedures now in effect, or yet to be established, for providing services and/or monitoring, reporting, and evaluating CONTRACTOR'S performance and for payment of CONTRACTOR'S actual cost of providing the services herein described. The AGENCY and COMMISSION shall apply policies and procedures developed after the date of this Agreement prospectively from the date of their adoption.
- I. CONTRACTOR shall actively recruit and engage community members and consumers of services as participants in the planning, implementation, and evaluation of said services.
- J. CONTRACTOR shall initiate and maintain contact with other public and private agencies responsible for organizing and delivering children's services in the area served by the CONTRACTOR. Whenever possible, these organizations shall be included in the implementation and evaluation of this grant.
- K. CONTRACTOR shall initiate and maintain contacts with existing local family preservation and child abuse prevention, intervention, and treatment programs or networks and shall take appropriate action to become an active participant in the local federal Promoting Safe and Stable Families program as well as the local state Child Abuse Prevention, Intervention and Treatment and County Self Assessment planning processes.
- L. CONTRACTOR shall comply with all County, State, and Federal program guidelines, mandates and requirements.

3. COMPENSATION

As compensation for all services to be provided by CONTRACTOR, AGENCY shall pay CONTRACTOR a maximum payment in the amount of Two Hundred Forty Thousand Seven Hundred Twenty-Seven Dollars (\$240,727.00) as described in Exhibit "B", which is attached hereto and made a part hereof. No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to CONTRACTOR through this Agreement shall be utilized to compensate employees of CONTRACTOR for overtime or compensatory time off, except to the extent that CONTRACTOR is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law.

4. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

CONTRACTOR shall submit monthly to AGENCY an invoice for reimbursement of allowable expenditures incurred in the previous month. Costs claimed under this Agreement are subject to Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.

- A. All invoices shall be submitted with original signature in a form approved by AGENCY and shall include:
 - 1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget, supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.
 - 2) A simplified worksheet that explains how salary charges on invoices were calculated and lists employees by name, position, location and amount charged.
 - 3) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed AGENCY's rates that are in effect at the time the expense(s) is/are incurred.
 - 4) Copies of invoices submitted to CONTRACTOR from subcontractors.
- B. CONTRACTOR shall adjust from its billings to AGENCY all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. CONTRACTOR accepts fiscal responsibility for any future audit findings resulting from CONTRACTOR's billings under this Agreement. CONTRACTOR shall refund AGENCY for all costs related to this Agreement which are disallowed by CDSS as a result of audit findings or insufficient funds available from the State.
- C. CONTRACTOR shall comply with all audit exceptions by appropriate federal, State, COMMISSION, and COUNTY audit agencies as prescribed by the auditing agency, and provide all required audit documentation to AGENCY pertaining to the services required by this Agreement.
- D. Invoices shall be sent to AGENCY for processing by the twenty-fifth (25th) calendar day of the month following the month in which services were rendered during the months of July through May, and by the 20th of the month of July for approved expenses incurred during the month of June. Invoices that are submitted late may not be eligible for payment. Payment will be made to CONTRACTOR within thirty (30) days of receipt and approval of each complete invoice by AGENCY.
- E. AGENCY reserves the right to withhold payment if CONTRACTOR falls behind schedule or submits substandard work. In the event CONTRACTOR fails to remedy substandard work or work that has fallen behind schedule within seven (7) days after receiving written notice of deficiency, AGENCY reserves the right to withhold payment of an amount corresponding to the value of the substandard work or the work that has fallen behind schedule until corrected.
- F. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget line item accounts or the addition of budget line items cannot be approved without prior submission of a revised budget by CONTRACTOR and prior written approval by AGENCY.

5. REPRESENTATIONS

CONTRACTOR makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. CONTRACTOR has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- B. CONTRACTOR does not have any actual or potential interests adverse to AGENCY or COMMISSION, nor does CONTRACTOR represent a person or firm with an interest adverse to AGENCY with reference to the subject of this Agreement; and
- C. CONTRACTOR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

6. ASSIGNMENT

CONTRACTOR shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. CONTRACTOR shall not assign any monies due or which become due to CONTRACTOR under this Agreement without the prior written approval of AGENCY.

7. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, CONTRACTOR shall be, and acknowledges that CONTRACTOR is in fact and law, an independent CONTRACTOR and not an agent or employee of AGENCY or COMMISSION. CONTRACTOR has and retains the right to exercise full supervision and control over the manner and methods of providing services to AGENCY under this Agreement. CONTRACTOR retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the provision of services under this Agreement. With respect to CONTRACTOR's employees, if any, CONTRACTOR shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

8. IMMIGRATION REFORM AND CONTROL ACT

CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CONTRACTOR is and shall remain in compliance with IRCA and shall require in any contracts with subcontractors hired by CONTRACTOR to perform services under this Agreement that the subcontractors comply with IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or the employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR'S subcontractors.

9. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY; AGENCY's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives; and COMMISSION from any and all losses, liabilities, charges,

damages, claims, liens, causes of action, awards, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by AGENCY, expert fees, costs of staff time and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONTRACTOR or CONTRACTOR's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of AGENCY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONTRACTOR by any person or entity.

10. INSURANCE

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

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

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

CONTRACTOR shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

B. Liability Insurance Requirements:

- 1) CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR'S performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. CONTRACTOR shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence.
 - c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph B. shall include an endorsement naming the AGENCY and AGENCY'S board members, officials, officers, agents and employees and COMMISSION as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- 3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to AGENCY and must be approved by the AGENCY.
- 4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, CONTRACTOR, at CONTRACTOR'S option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the AGENCY. An

endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the AGENCY.

- D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the AGENCY.
- E. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverages and endorsements required above. The AGENCY will not accept such coverage unless the AGENCY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverages.
- F. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the AGENCY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- G. Failure by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. AGENCY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, AGENCY may purchase such required insurance coverage, and without further notice to CONTRACTOR, AGENCY shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by AGENCY for such insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement are insufficient to reimburse AGENCY for the premiums and any associated costs, CONTRACTOR agrees to reimburse AGENCY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by AGENCY to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- H. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by CONTRACTOR shall be maintained until the completion of all of CONTRACTOR'S obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the CONTRACTOR shall not be suspended, voided, cancelled or reduced in coverage or in limits except after 10 days written notice by CONTRACTOR in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. CONTRACTOR shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

11. EVALUATION

Services to be provided by CONTRACTOR shall be evaluated by AGENCY and COMMISSION, on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during evaluation shall be stated and placed in detailed written form, and a copy submitted to CONTRACTOR. CONTRACTOR shall respond in writing to the deficiencies statement within seven (7) days from the date of receipt. Failure to remedy the stated deficiencies may result in

termination of the Agreement by AGENCY. Deficiencies that may be subject to non-payment of future invoices by AGENCY shall include:

- A. Failure to notify AGENCY and receive prior written approval for any changes to Program delivery within fifteen (15) days of change for:
 - 1) Change in program staff.
 - 2) Change in program services.
 - 3) Change in service levels, locations, hours and days, and/or access for participants.
 - 4) Change in staffing structure or work schedules for staff.
- B. Failure to notify AGENCY for written approval prior to any changes to delivery of program services.
- C. Failure to comply with Federal, State, and/or County laws, ordinances, rules and regulations.
- D. Failure to comply with AGENCY and/or COMMISSION's policies and procedures, as applicable.
- E. Failure to request, in writing, and receive written pre-approval from AGENCY for changes to, or the addition of the line items in, the approved budget.
- F. Failure to comply with evaluation requirements.
- G. Failure to provide written assurance of required civil rights training as detailed in Paragraph 30, below.
- H. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

12. CONTRACT DISPUTE

Should a dispute arise between CONTRACTOR and AGENCY relating to performance under this Agreement, CONTRACTOR will, prior to exercising any other remedy which may be available, provide AGENCY with written notice of the particulars of the dispute within 30 calendar days of the dispute. AGENCY will meet with CONTRACTOR, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to CONTRACTOR. AGENCY will provide a written response to CONTRACTOR within 30 days of receipt of CONTRACTOR'S written notice.

13. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 calendar days prior written notice to the other Party. In the event this Agreement is terminated by either CONTRACTOR or AGENCY, and if so requested by AGENCY, CONTRACTOR shall submit to AGENCY all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. In the event of termination of this Agreement for any reason, AGENCY shall have no further obligation to pay for any services rendered or expenses incurred by CONTRACTOR after the effective date of the termination, and CONTRACTOR shall be entitled to receive

compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

14. NON-APPROPRIATION

This Agreement is subject to County of Kern's and COMMISSION's annual appropriation processes. In the event that funds representing CONTRACTOR'S compensation and reimbursement for expenses for the services provided pursuant to this Agreement are not made available to AGENCY in any fiscal year, this Agreement shall be deemed terminated and shall be of no further force or effect as of the date AGENCY's budget is approved. AGENCY will provide CONTRACTOR with notice of any action.

15. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received three (3) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to AGENCY shall be addressed as follows:

Mary C. Barlow, Superintendent
Kern County Superintendent of Schools
1300 17th Street
Bakersfield, CA 93301

Notice to CONTRACTOR shall be addressed as follows:

Jeremy Tobias, Chief Executive Officer
Community Action Partnership of Kern
5005 Buisness Park North
Bakersfield, CA 93309

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

16. OWNERSHIP OF DOCUMENTS

All reports, documents and other items generated or gathered in the course of providing services to AGENCY under this Agreement are and shall remain the property of AGENCY, and shall be returned to AGENCY upon full completion of all services by CONTRACTOR or termination of this Agreement, whichever first occurs.

17. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Section 1090, et seq. and Section 87100, et seq. of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of AGENCY or COMMISSION relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, AGENCY may immediately terminate this Agreement by giving written notice thereof. AGENCY agrees that they are unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is

further understood and agreed that if such a financial interest does exist at the inception of this Agreement, CONTRACTOR may immediately terminate this Agreement by giving written notice thereof. CONTRACTOR shall comply with the requirements of Government Code Section 87100, et seq. during the term of this Agreement.

18. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

19. AUTHORITY TO BIND AGENCY

It is understood that CONTRACTOR, in CONTRACTOR'S performance of any and all duties under this Agreement, has no authority to bind AGENCY to any agreements or undertakings.

20. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of AGENCY. Forbearance or indulgence by AGENCY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONTRACTOR. AGENCY shall be entitled to invoke any remedy available to AGENCY under this Agreement or by law or in equity despite said forbearance or indulgence.

22. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

23. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

- A. During the term of this Agreement, Parties may receive or create certain confidential Personal Identifiable Information ("PII"). This PII is subject to protection under State and federal law, including the Information Practices Act of 1997 (Cal. Civ. Code §§ 1798 et seq.), and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PII the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PII consistent with applicable law, including currently effective provisions of the Information Practices Act of 1997.
- B. For purposes of this section, PII means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information whether oral or recorded in any form or medium.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements and other applicable laws relating to the security or confidentiality of PII. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with applicable Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon fifteen (15) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the Information Practices Act of 1997, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PII in a manner that is not authorized by the Parties or by applicable law.
- E. During the term of this Agreement, the CONTRACTOR agrees to abide by the Information Exchange Agreement between the Social Security Administration ("SSA") and the California Department of Health Care Services "DHCS"), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements ("TSSR"), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the CONTRACTOR agrees not to post these documents in a public viewing area including any public Internet site.** CONTRACTOR agrees to abide by all relevant requirements in the National Institute of Standards and Technology ("NIST") Special Publications ("SP") 800-122 and 800-53 (<https://www.nist.gov/>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personal Identifiable Information ("PII").

CONTRACTOR RESPONSIBILITIES

- 1) CONTRACTOR will provide a list of all employees who will have access to SSA data to the COUNTY prior to COUNTY giving CONTRACTOR access to such data.

- 2) CONTRACTOR and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the CONTRACTOR. CONTRACTOR will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, CONTRACTOR will provide proof of such training to the AGENCY.
- 3) CONTRACTOR agrees to allow the AGENCY to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:
 - a) Safeguards for sensitive information;
 - b) Technological safeguards on computer(s) that have access to SSA-provided information;
 - c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
 - d) Continuous monitoring of the CONTRACTOR'S or agent's network and infrastructure and assets.
 - e) Compliance with all applicable TSSR and NIST guidelines.
- 4) CONTRACTOR will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the AGENCY for evidentiary purposes.
- 5) CONTRACTOR agrees no PII or PHI record will be stored outside the CONTRACTOR'S information system without approval by AGENCY. CONTRACTOR will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("FIPS") 199 security category of the information recorded on the media. CONTRACTOR will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- 6) CONTRACTOR is required to encrypt any PHI/PII information prior to transmission to the COUNTY as outlined in the TSSR and NIST guidelines. If encryption is not available, CONTRACTOR will work with AGENCY on alternate methods to receive any PII/PHI documents.
- 7) CONTRACTOR is required to report any breach or loss of PII/PHI within 24 hours to the AGENCY.
- 8) CONTRACTOR will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. CONTRACTOR will track, document, and verify media sanitization actions.

- 9) CONTRACTOR and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

24. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to AGENCY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

26. COMPLIANCE WITH LAW

CONTRACTOR shall observe and comply with all applicable County, State and Federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

27. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

28. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. NONDISCRIMINATION

Neither CONTRACTOR, nor any officer, agent, employee, servant or subcontractor of CONTRACTOR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies

and Procedures, Chapter 21. CONTRACTOR will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21. CONTRACTOR shall adhere to all mandated requirements described in the CDSS Manual of Policies and Procedures Chapter 21 and Exhibit "C", Assurance of Compliance Nondiscrimination In State And Federally Assisted Programs.

CONTRACTOR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event AGENCY, COUNTY or COMMISSION is subject to any fiscal sanction or other legal remedies as a result of CONTRACTOR'S failure to comply with the requirements of this section, shall indemnify and hold harmless AGENCY, COUNTY, and COMMISSION from any such fiscal sanction or other legal remedy imposed against AGENCY, COUNTY, or COMMISSION as provided in the indemnification provisions of this Agreement. CONTRACTOR shall participate in and pay AGENCY, COUNTY and COMMISSION's costs incurred in AGENCY, COUNTY and COMMISSION's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred. CONTRACTOR acknowledges that the AGENCY, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, which is attached hereto and made a part hereof as Exhibit "C." By signing this Agreement, CONTRACTOR, as a sub-recipient of such funding through AGENCY, shall be equally bound to comply with each and every requirement set forth therein.

CONTRACTOR further agrees that its staff having public contact as part of their employment shall participate in training in civil rights and cultural awareness pursuant to Division 21 of CDSS' Manual of Policy and Procedures, as required by AGENCY.

31. AUDIT, INSPECTION, AND RETENTION OF RECORDS

CONTRACTOR agrees to maintain and make available to AGENCY and COMMISSION accurate books and records relative to all its activities under this Agreement. CONTRACTOR shall provide AGENCY with one copy of the Reporting Package of a single audit performed by an Independent Certified Public Accountant (CPA) required by law and permitted by A-133, paragraph .320(f) within one hundred eighty (180) days after the end of the organization's fiscal year. If CONTRACTOR fails to submit an acceptable audit, the AGENCY has the authority to withhold funding until an acceptable audit is received by the AGENCY.

CONTRACTOR shall permit AGENCY and COMMISSION to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last.

CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully. CONTRACTOR'S records shall describe and support the use of funds for the agreed upon program. The method used by CONTRACTOR to determine costs must confirm to Generally Accepted Government Accounting Standards. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon AGENCY and COMMISSION herein.

32. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- A. CONTRACTOR certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
- 1) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 - 5) CONTRACTOR shall report immediately to the AGENCY in writing any incidents of alleged fraud and/or abuse by either CONTRACTOR or CONTRACTOR'S subcontractor. CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by AGENCY.
- B. The CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

33. CAPITAL ASSET EQUIPMENT

- A. At termination or completion of this Agreement, CONTRACTOR shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State, County and AGENCY procedures. If said equipment is to continue to be used by CONTRACTOR, said equipment, shall remain with and continue to be used by CONTRACTOR subject to AGENCY'S written consent.
- B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
- 1) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

- 2) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- D. CONTRACTOR shall maintain an inventory list of tangible capital assets at \$5,000 or more and intangible (Equipment Inventory valued between \$1,000 and \$4,999). Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of \$1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to AGENCY:

A cumulative inventory of all property furnished or purchased by CONTRACTOR with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose.

CONTRACTOR shall record the following information when property is acquired:

- 1) Date acquired on site.
- 2) Item description (include model number).
- 3) Tag number or other tag identifier.
- 4) Serial number (if applicable).
- 5) Purchase cost or other basis of valuation.
- 6) Location
- 7) Condition

34. LOBBYING CERTIFICATION

CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to

Report Lobbying," in accordance with its instructions.

35. NON-COLLUSION COVENANT

CONTRACTOR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with AGENCY. CONTRACTOR has received from AGENCY or COMMISSION no incentive or special payments or considerations related to the provision of services under this Agreement.

36. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to AGENCY, COMMISSION and CONTRACTOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of AGENCY and CONTRACTOR that any such person or entity, other than AGENCY, COMMISSION or CONTRACTOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

37. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

38. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]

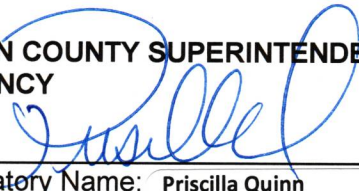
IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

**COMMUNITY ACTION PARTNERSHIP OF MARY C. BARLOW
KERN
CONTRACTOR**

By: _____
Print Name: Jeremy Tobias
Title: Chief Executive Officer
Address: 5005 Business Park North
Bakersfield, CA 93309

Date: _____

**KERN COUNTY SUPERINTENDENT OF SCHOOLS
AGENCY**

By:  _____
Signatory Name: Priscilla Quinn
Title: Assistant Superintendent
Address: 1300 17th Street, Bakersfield, CA 93301
Acct: 01-932-5810-0-7299.00-8100-9200-00-0000-000
01-935-7810-0-7299.00-8100-9200-00-0000-000
01-990-9010-0-7299.00-8100-9200-00-0000-000

Date: 7/13/2022

APPROVED AS TO FORM
Office of County Counsel

By:  _____
Deputy County Counsel

KCSOS Ref #22022

Exhibit A

KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT; COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND; PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS

FY 2022 – 2023 Differential Response Services – Service Area 3

Scope of Work

Project Name: East Kern Differential Response

Project GOAL (Long Term): Children whose families successfully complete DR services will not experience the recurrence of maltreatment within 12 months.			
SERVICES <i>What services will be provided and to how many?</i>	ACTIVITIES <i>What corresponding activities will occur each quarter?</i>	Resulting Outcomes To Be Reported	MEASUREMENT TOOLS
1. Provide at least 140 at-risk families with information, referral, and linkage services to asset them with accessing supportive services in the community. i. Among these families, at least 300 children will receive services.	1. Partner with DHS Emergency Response Social Workers, Welfare to Work (WTW) Social Workers and community agencies. 2a. Screen all referrals in C-IV to identify any CalWORKS WTW participation requirements or sanctions and conduct joint home visits with DHS Emergency Response Social Workers whenever possible to monitor child safety and provide feedback to Emergency Response regarding family progress or refusal to participate in services.	Enrollment: 2a. Parents will be satisfied with services provided. 2b. Parents referred for DR services will accept case management services.	Enrollment: 2a. The Client Satisfaction Survey will be conducted at six months and exit. 2b. Accurate Case Status entries into the Social Solutions ETO System.
2. Provide strength-based case management services to at least 60 at-risk families needing family support beyond resource and referral services to increase family stability. i. Among these families, at least 130 children will receive services.	2b. Provide strengths-based, trauma-informed and family-driven case management services that include comprehensive assessment, are goal focused, and assist families with building Protective Factors. 2c. Provide families referred and/or receiving case management services with information about and linkages to supportive services. 2d. Provide case managed families with transportation services and/or assist families with obtaining appropriate means of transportation. 2e. Encourage parents to fully participate in any required WTW program activities; and, provide encouragement, transportation assistance, and supportive services to assist WTW sanctioned parents with curing any sanctions.	Enrollment: 2a. Parents receiving case management will demonstrate improved family functioning. 2b. Parents with an open DR case who are WTW program sanctioned will successfully cure their sanction. Long Term: California Child Welfare Indicators Project reporting on the Recurrence of Maltreatment will decrease.	Enrollment: 2a. At least 90% of parents will indicate that they were satisfied with services. 2b. Enrollment targets: i. At least 40% of families referred will accept DR case management services. ii. Not more than 25% of families will decline services. iii. Not more than 25% of families will be unable to locate. iv. Not more than 10% will not be served for other reasons. Short Term: 2a. At least 67% of families receiving case management services will successfully improve family functioning and complete their case plan goals. 2b. At least 20% of WTW sanctioned families will successfully cure their sanction prior to DR program exit.

Exhibit B

**KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN
CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;
COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND;
PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND
CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS**

**Budget
FY 2022 - 2023**

**AGENCY: Community Action Partnership of Kern
PROJECT TITLE: East Kern Differential Response
TOTAL AMOUNT: \$240,727.00**

I. PERSONNEL SERVICES	Hourly Rate (1)	Total Program Hours (2)	Prop 10 Program Hours (3)	KCNC Program Hours (4)	Prop 10 Program Budget (5)	KCNC Program Budget (6)	Total Program Budget (7)
Site Supervisor (MB)	\$ 29.0000	1168	175.8621	992.1379	\$ 5,100	\$ 28,772	\$ 33,872
Office Assistant (DG)	\$ 16.0000	1560	237.5000	1322.5000	\$ 3,800	\$ 21,160	\$ 24,960
Case Manager (RR)	\$ 19.0000	2080	347.3684	1732.6316	\$ 6,600	\$ 32,920	\$ 39,520
Case Manager (JP)	\$ 19.0000	2080	347.3684	1732.6316	\$ 6,600	\$ 32,920	\$ 39,520
	Total Salaries & Wages				\$ 22,100	\$ 115,772	\$ 137,872
	Benefits				\$ 5,732	\$ 36,268	\$ 42,000
	TOTAL PERSONNEL SERVICES				\$ 27,832	\$ 152,040	\$ 179,872
II. SERVICES AND SUPPLIES	Office and Program Supplies				\$ -	\$ 4,000	\$ 4,000
	Rent/Occupancy Costs				\$ -	\$ 19,400	\$ 19,400
	Communications				\$ -	\$ 9,500	\$ 9,500
	IT Support				\$ -	\$ -	\$ -
	Travel/Mileage				\$ -	\$ 7,500	\$ 7,500
	Training				\$ -	\$ 659	\$ 659
	Postage				\$ -	\$ 500	\$ 500
	Printing and Duplication				\$ -	\$ -	\$ -
	Client Emergency Needs				\$ -	\$ -	\$ -
	Recruitment				\$ -	\$ 550	\$ 550
	Insurance				\$ -	\$ 1,500	\$ 1,500
	Equipment repair/maintenance				\$ -	\$ -	\$ -
	Audit				\$ -	\$ -	\$ -
	Equipment				\$ -	\$ 500	\$ 500
	TOTAL SERVICES & SUPPLIES				\$ -	\$ 44,109	\$ 44,109
	SUBTOTAL I & II:				\$ 27,832	\$ 196,149	\$ 223,981
III. INDIRECT	INDIRECT RATE:		Prop 10 4.00%	KCNC 7.97%	\$ 1,113	\$ 15,633	\$ 16,746
	TOTAL INDIRECT				\$ 1,113	\$ 15,633	\$ 16,746
GRAND TOTAL					\$ 28,945	\$ 211,782	\$ 240,727

Exhibit C
KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN
CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;
COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND;
PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND
CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS

ASSURANCE OF COMPLIANCE

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Community Action Partnership of Kern (hereinafter "CONTRACTOR")

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Contractor's Signature



MEMORANDUM

To: Budget & Finance Committee 

From: Jacquelyn Guerra, Program

Date: Manager August 17, 2022

Subject: *Agenda Item 4g*: CalEITC Contract 21T-1015 Amendment – **Action Item**

On July 28, 2022, the Volunteer Income Tax Assistance (VITA) program received notice CSD plans to issue an amendment to our current contract to include an extension to 2022-2023 grant year and increase funding to \$838,056. This will allow us to offer volunteer income tax assistance services and outreach to low-income individuals and families throughout Kern and Tulare Counties. This is an increase of \$209,514 when compared to last year. The contract period will be from July 1, 2022, through June 30, 2023.

This project enables the VITA program to extend income tax assistance services and outreach education regarding tax credits from the state of California for the underserved population in urban and non-urban areas in order to increase the capacity to file tax returns. We will continue to partner with United Way of Kern (UWKC) and Community Services and Employment Training (CSET), for the 2022-2023 grant year in order to assist with the tax preparation services and outreach education.

Grantee allocations for 2022-2023 have increased proportionally based on the funding increase in the State Budget for CalEITC+ from \$15 million to \$20 million year-over-year. CSD plans to schedule the first grantee coordination call for the 2022-2023 grant year in early September.

The project is funded as part of the state of California initiative to provide taxpayer education, and to assist low-to moderate income individuals and families with free tax preparation services and education regarding state tax credits. This program supports the federal and state efforts to help low-income individuals and families to complete their annual taxes and receive financial support. The work connects to CAPK's mission and Strategic Goal 3, advocating for the low-income community of Kern County who are often not aware of the financial benefits when they file taxes. This program is designed to provide tax education, financial assistance, and support to a targeted population in Kern and Tulare Counties.

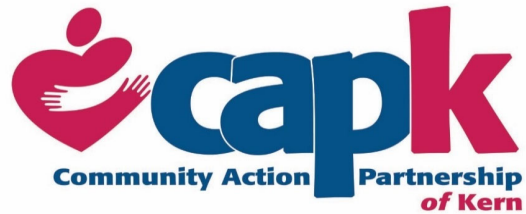
Recommendation:

Staff recommends the Budget and Finance Committee to approve the CalEITC contract amendment and authorize the Chief Executive Officer to execute the contract once made available.

Attachment:

2022-2023 CalEITC+ Agency Allocation

Total Appropriation:				2022/2023			Total Appropriation:			2021/2022		\$15,000,000		Additional \$ Awarded Each Contract for the 2022/2023 Term
Target Area	Region	Grantee	Pct Allocation	CalEITC+ Allotment by Region	Proposed # of CalEITC+ Grants	CalEITC+ Contract Award	Grantee	CalEITC+ Allotment by Region	Number of Grants	CalEITC+ Contract Award				
1	Statewide	United Ways of California Golden State Opportunity	NA	\$2,186,667	2	\$1,093,333	United Ways of California Golden State Opportunity	\$1,640,000	2	\$820,000		\$273,333		
1	Statewide FTPA	United Ways of California	NA	\$1,093,333	1	\$1,093,333	United Ways of California	\$820,000	1	\$820,000		\$273,333		
2	Los Angeles County	Koreatown Youth & Community Center LA County Dept of Consumer & Business Affairs Golden State Opportunity	25.13%	\$3,979,864	3	\$1,326,621	Koreatown Youth & Community Center LA County Dept of Consumer & Business Affairs Golden State Opportunity	\$2,984,898	3	\$994,966		\$331,655		
2	Los Angeles County FTPA	CSUN The University Corp	8.38%	\$1,326,625	1	\$1,326,625	CSUN The University Corp	\$994,969	1	\$994,969		\$331,656		
3	San Diego County	InfoLine of San Diego County dba 2-1-1 San Diego	8.90%	\$1,410,159	1	\$1,410,159	InfoLine of San Diego County dba 2-1-1 San Diego	\$1,057,619	1	\$1,057,619		\$352,540		
4	Alameda/Santa Clara Counties	United Way Bay Area	7.45%	\$1,179,899	1	\$1,179,899	United Way Bay Area	\$884,924	1	\$884,924		\$294,975		
5	Sacramento County	United Way California Capital Region	5.26%	\$833,411	1	\$833,411	United Way California Capital Region	\$625,058	1	\$625,058		\$208,353		
6	Riverside County	Golden State Opportunity	7.08%	\$1,121,792	1	\$1,121,792	Golden State Opportunity	\$841,344	1	\$841,344		\$280,448		
7	Orange County	Orange County United Way	7.11%	\$1,126,360	1	\$1,126,360	Orange County United Way	\$844,770	1	\$844,770		\$281,590		
8	Contra Costa/Sonoma Counties	United Way Bay Area	3.78%	\$598,144	1	\$598,144	United Way Bay Area	\$448,608	1	\$448,608		\$149,536		
9	San Bernardino County	Golden State Opportunity	6.41%	\$1,015,505	1	\$1,015,505	Golden State Opportunity	\$761,629	1	\$761,629		\$253,876		
10	Kern/Tulare Counties	CAP of Kern County	5.29%	\$838,056	1	\$838,056	CAP of Kern County	\$628,542	1	\$628,542		\$209,514		
11	Fresno County	United Way Fresno & Madera Counties	3.96%	\$627,667	1	\$627,667	United Way Fresno & Madera Counties	\$470,750	1	\$470,750		\$156,917		
12	San Joaquin/Stanislaus Counties	Golden State Opportunity	4.09%	\$648,392	1	\$648,392	Golden State Opportunity	\$486,294	1	\$486,294		\$162,098		
13	San Francisco/San Mateo Counties	United Way Bay Area	4.23%	\$670,041	1	\$670,041	United Way Bay Area	\$502,531	1	\$502,531		\$167,510		
14	Ventura/Santa Barbara Counties	Golden State Opportunity Mexican American Opportunity Foundation	2.93%	\$464,087	1 1	\$185,635 \$278,452	Golden State Opportunity Mexican American Opportunity Foundation	\$348,064	1 1	\$139,226 \$208,838		\$46,409 \$69,614		
15	Rural Counties	Amador-Tuolumne CAA Golden State Opportunity	NA	\$880,000	2	\$440,000	Amador-Tuolumne CAA Golden State Opportunity	\$660,000	2	\$330,000		\$110,000		
TOTAL:				\$20,000,000			\$15,000,000							



BUDGET AND FINANCE COMMITTEE

AUGUST 17, 2022

FINANCIAL REPORT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/22 - 02/28/23	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/22 - 02/28/23	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/22 - 02/28/23	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/22 - 02/28/23	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/22 - 02/28/23	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/22 - 02/28/23	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	534	DONATIONS
211			NOT APPLICABLE	03/01/22 - 02/28/23	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/22 - 02/28/23	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/22 - 02/28/23	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START/HEAD START	27,829,010	93.600	09CH011132-04	03/01/22 - 02/28/23	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	7,700,832	93.600	09CH011132-04	03/01/22 - 02/28/23	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/21 - 07/31/22	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	200,693	21.009	21VITAA0297	10/01/21 - 09/30/22	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,530,496	93.569	22F - 5015	01/01/22 - 12/31/22	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,323,755 7,129,494	93.568 93.568	21B - 5012 22B - 4012	11/01/20 - 06/30/22 11/01/21 - 06/30/23	122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

A2

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 03/31/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	450,000	81.042	20C-6008	07/01/20 - 06/30/22	123-60 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 8,241	93.575	CCTR - 1057 CCTR - 1057	07/01/21 - 06/30/22 07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 1057	07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 138,128	93.575	CMAP - 1000 CMAP - 1000	07/01/21 - 06/30/22 07/01/21 - 06/30/22	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.575	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,835,459	10.561	19-10324	10/01/21 - 09/30/22	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE CAPABILITY	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/ .569	15 - MOU - 00118	10/01/21 - 09/30/22	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP BUILD BACK BETTER (BBB) SUPPLEMENTAL	299,960	10.568	15 - MOU - 00118	10/01/21 - 09/30/22	105-099	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 39	50,638	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, 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, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	\$1,992.62 PER TRUCK LOAD	10.178		10/01/21 - 09/30/22	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN (START UP)	161,272	21.027		3/1/2022 - 6/30/2022	142-007	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN	303,106	21.027		4/1/2022 - 6/30/2022	142-000	U S DEPT OF TREASURY
	1,212,423			7/1/2022 - 6/30/2023		CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	386,389	10.565	MOU-20-6003	10/01/21 - 09/30/22	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	10/01/21 - 09/30/22 10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,001,061	10.557	19 - 10139	10/01/21 - 09/30/22	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	104,492	10.561	18 - 7012 - SUB - CAPK	10/01/21 - 09/30/22	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/21 - 06/30/22	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,852,203		N/A	07/01/21 - 06/30/22	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/21 - 06/30/22	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	22,010,862		CMAF - 1000	07/01/21 - 06/30/22	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,802,254		CCTR - 1057	07/01/21 - 06/30/22	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,577,394		CSPP - 1123	07/01/21 - 06/30/22	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	273,427		CMIG - 1004	07/01/21 - 06/30/22	250	STATE OF CALIFORNIA, DEPT OF EDUCATION

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
MIGRANT SPECIALIZED SERVICES	40,079		CMSS - 1004	07/01/21 - 06/30/22	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	348,000		19T - 9011	10/01/19 - 06/30/22	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,227,141		N/A	07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/21 - 06/30/22	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	552,772		509-2019	07/01/21 - 06/30/22	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,108,229		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE
CITY OF BAKERSFIELD HOMELESS HOUSING ASSISTANCE AND PREVENTION	42,000		2020-213	10/01/20 - 09/30/22	278	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, CITY OF BAKERSFIELD
FOOD BANK CAPACITY PROGRAM	537,628		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
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	07/01/21 - 06/30/22	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/21 - 06/30/22	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/21 - 06/30/22	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	230,726		N/A	07/01/21 - 06/30/22	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FIRST 5 KERN - HELPLINE 211	87,948		2020.2.05	07/01/21 - 06/30/22	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	142,167		2020.2.06	07/01/21 - 06/30/22	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	163,032		2020.1.06	07/01/21 - 06/30/22	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	154,174		2020.2.18	07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS. SIERRA FOUNDATION
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/21 - 06/30/22	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/21 - 06/30/22	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERVICES
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
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
211 KINGS COUNTY	22,868		N/A	07/01/21 - 06/30/22	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/21 - 06/30/22	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/21 - 06/30/22	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	92,130 96,737		N/A	12/28/21 - 12/31/22 01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/21 - 11/30/22	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST

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COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
451	SCVF Migrant Childcare Alternative Payment	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	<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				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>Small Business Development</u>						
456	Bank of the West				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
155	Americorps				X		
242	Youth Authority				X		
246	Realignment for Success				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
335	Gang Prevention				X		
444	Starbucks Foundation				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Census</u>						
273	County of Kern 2020 Census				X		
408	Sierra Foundation 2020 Census				X		
409	NALEO Education Foundation 2020 Census				X		
	<u>Homeless Services</u>						
275	County of Kern LBNC				X		
275-007	County of Kern LBNC - Start-up				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
164-005	Cal Fresh (SSI)				X		
186	2-1-1 Hospital Preparedness Program				X		
272	United Way - CESH				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
429	Southern CA Gas CRM Development Program				X		
430	Goodwill Industries - CA COVID-19 Call Ctr				X		
431	United Way - COVID-19 Comm Resp & Relief				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
FISCAL YEAR 2022/23

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/22	n/a				
04/30/22	n/a				
05/31/22	n/a				
06/30/22	n/a				
07/31/22	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 for \$1.5 million during January , February, July, August 2021 and will increase to \$350,000 during March - June 2021, Sept - Dec 2021. This agreement will terminate on January 15, 2022.

A varied amount decrease to better manage the cash flow need during peak months.

Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.

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

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/21 - 3/31/22	90 days	\$ 406.25	0.25%
04/01/22 - 6/30/22	90 days	\$ 221.16	0.25%
07/01/22 - 9/30/22	90 days		0.25%
10/01/22 - 12/31/22	90 days		0.25%

Note 3: The interest expense and commitment fee are automatically deducted from CAPK's operating bank account at Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF JULY 31, 2022	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(229,207.57)
HEAD START/EARLY HEAD START	733,413.24
SUBTOTAL	504,205.67
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	19.00
GENERAL CHILD CARE	459,586.31
MIGRANT A/P	8,805,229.82
MIGRANT CHILD CARE	101,725.01
MIGRANT SPECIALIZED SERVICES	12,752.18
SAN JOAQUIN COE GENERAL CHILD CARE	(63,356.89)
STATE PRESCHOOL	2,606,392.45
SUBTOTAL	11,927,005.58
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	1,728.00
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(104,982.52)
EF&S	103,573.50
EFAP	(295,550.73)
FEEDING AMERICA SENIOR HUNGER	(1,251.17)
FOOD BANK	(533,580.88)
FOOD BANK EXPANSION	(31,322.00)
FOOD BANK CAPACITY PROGRAM	3,653,565.93
FOOD BANK - STATE	141,115.34
KAISER	1,739.36
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	1,377,556.28
WONDERFUL FOUNDATION	41,282.24
SUBTOTAL	4,372,324.66
ENERGY	(192,853.06)
DOE WAP	31,861.27
LIHEAP	(999,065.50)
LIWHAP	(2,441.04)
PG&E	(15,720.99)
DAP (Disorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	1,178,219.19
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	120,994.42
211 HOSPITAL PREPAREDNESS PROGRAM	0.00
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(56.23)
CAL FRESH	(8,034.63)
CALEITC	(153,457.67)
CAPK FOUNDATION	(174,064.15)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	0.00
COST POOLS	16,591.17
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,125.98
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(148,412.36)
CSBG	(858.53)
CSBG CARES ACT	(79,252.05)
CSBG DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(62,063.99)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,183,079.89
EAST KERN FAMILY RESOURCE CENTER	26,013.96
ESG CARES ACT HOMELESS SERVICES	(823,507.95)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(24,954.95)
ESG COORDINATED ENTRY SERVICE - COVID19	(37,994.36)
ASTHO VACCINE EQUITY	161,569.41
FIRST 5 KERN 211	(22,143.79)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(51,342.97)
FIRST 5 HELP ME GROW	(56,252.79)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(62,546.05)
FRIENDSHIP HOUSE	(8,605.40)
FUNDRAISING	275,059.44
GAAP FUND	0.00
GENERAL FUND	44,092.56
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(2,114.96)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(520,574.85)
HOUSING FOR THE HARVEST STATE	(1,814.17)
HUD-COORDINATED ENTRY SYSTEM	(17,100.31)
COUNTY OF KERN - 211	(751.51)
INDIRECT FUND	(86,769.51)
IRS - VITA	(13,037.11)
TAX ASSISTANCE	53,635.92
M ST NAVIGATION CENTER	23,551.58
NEOPB CAL FRESH HEALTHY LIVING	(300,011.24)
POSITIVE YOUTH DEV SVC	(12,794.38)
POSITIVE YOUTH M	(69,031.07)
SHAFTER YOUTH CENTER	9,694.47
OASIS FAMILY RESOURCE CENTER	32,870.58
SIERRA FOUNDATION - ASTHMA MITIGATION	41,190.48
UNITED WAY 211	981.55
UW STANISLAUS CES	(4,811.11)
WELLS FARGO FOUNDATION	46,981.80
WIC	(639,432.42)
LESS: ENERGY NEGATIVE BALANCE	(1,178,219.19)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	608,472.21
TOTAL OPERATING CASH	17,414,008.12

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.
2. Head Start Accrued Vacation: This is an interest bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.
3. CSD Advances Account: This is an interest bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.
4. On-Line Donations Account: This is an interest bearing restricted bank account that is designated for internet donations to CAPK. The deposits are subsequently transferred to the Operating Account.
5. Child Development Reserve #1: This is an interest bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Child Care (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.
6. Child Development Reserve #2: This is an interest bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

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

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

BANK RECONCILIATION FOR THE MONTH ENDED
July 31, 2022

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	07/31/22		18,338,919.59
LESS: OUTSTANDING CHECKS		924,911.47	
ADJUSTED BANK BALANCE AT	07/31/22		17,414,008.12
GENERAL LEDGER BALANCE AT	06/30/22		5,718,848.38
ADD: DEPOSITS		5,079,729.32	
US TREAS DRAWDOWNS		4,264,746.53	
FUNDS FROM OTHER GRANTS		9,626,061.53	
TRANSFERS FROM RESTRICTED ACCOUNTS		307,227.41	
ADP /HEALTH EQUITY REFUND		60.66	
REIMBURSEMENT OF ALTERED PAYEE		539.53	
		-	
		-	
		-	
LESS: CHECKS		3,455,694.65	
ADP PAYROLL 7/1/22		458.66	
ADP PAYROLL 7/15/22		1,358,821.19	
ADP PAYROLL 7/29/22		1,514,319.02	
EFTS FOR HRA/HSA/ STD/403B		92,551.13	
REC LOAN PRINCIPAL/INT EXPENSES		30,809.29	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		20,097.54	
BANK FEES		1,259.16	
ACH VOUCHERS		1,109,194.60	
GENERAL LEDGER BALANCE AT	07/31/22		17,414,008.12

DIFFERENCE: -

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 08/09/2022

APPROVED BY: *Imag Webster* TITLE: Chief Financial Officer DATE: Aug 9, 2022

Naomi Abarra

Aug 9, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
HEADSTART ACCRUED VACATION*
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING: 07/31/22 1,008,276.99

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 07/31/22 1,008,276.99

BALANCE PER G/L 06/30/22 994,153.31

ADD: DEPOSITS 0.00

INTEREST 340.97

ROUNDING ERROR 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 13,782.71

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 07/31/22 1,008,276.99

DIFFERENCE: 0.00

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

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 08/08/22

APPROVED BY: *Tracy Webster*
Tracy Webster (Aug 8, 2022 13:34 PDT)

TITLE: Chief Financial Officer

DATE: Aug 8, 2022

Naomi Abarra

Aug 8, 2022

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

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

**BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022**

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 07/31/22 247,792.76

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 07/31/22 247,792.76

BALANCE PER G/L 06/30/22 535,905.57

ADD: DEPOSITS 0.00

INTEREST 144.18

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 288,256.99

BALANCE PER G/L 07/31/22 247,792.76

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

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

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 08/04/22

APPROVED BY: *Naomi Barra*

TITLE: Chief Financial Officer

DATE: Aug 4, 2022

Aug 4, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	07/31/22	82,841.99
DEPOSITS IN TRANSIT	0.00	
OUTSTANDING CHECKS	0.00	
OTHER	0.00	
ADJUSTED BANK BALANCE	07/31/22	82,841.99

BALANCE PER GENERAL LEDGER	06/30/22	100,112.00
ADD: DEPOSITS (Credit Card Donations & Shared Fee)	0.00	
ONLINE DONATIONS	1,738.35	
PAYPAL DEPOSIT	0.00	
INTEREST	31.83	
LESS: APPLIED MERCHANT DEBITS	0.00	
CLIENT ANALYSIS SERVICE CHARGE	52.32	
BANKCARD FEES	17.45	
CASH CONCENTRATION FEE	0.00	
FUND TRANSFER TO GENERAL FUND	18,970.42	
	0.00	
BALANCE PER GENERAL LEDGER:	07/31/22	82,841.99

* 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: 08/05/22

APPROVED BY: *Nancy Webster*

TITLE: Chief Financial Officer

DATE: Aug 5, 2022

Naomi Abana

Aug 5, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: 07/31/22 11.97

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 07/31/22 11.97

BALANCE PER G/L 06/30/22 11.97

ADD: DEPOSITS 0.00

INTEREST 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 07/31/22 11.97

DIFFERENCE: (0.00)

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 08/04/22

APPROVED BY: *Nancy Webster*

TITLE: Chief Financial Officer

DATE: Aug 4, 2022

Naomi Ibarra

Aug 4, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: 07/31/22 35,055.87

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 07/31/22 35,055.87

BALANCE PER G/L 06/30/22 35,043.97

ADD: DEPOSITS 0.00

INTEREST 11.90

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 07/31/22 35,055.87

DIFFERENCE: 0.00

PREPARED BY: Lili Solorio

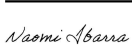
TITLE: Accountant

DATE: 08/04/22

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Aug 4, 2022



Aug 4, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED July 1, 2022 - July 29, 2022

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Gloria Barbero	Administrator - EHS San Joaquin	1,677.69
Yolanda Gonzales	Director of Head Start/State Child Development Programs	753.99
Freddy Hernandez	Director of Youth and Community Services	8,898.32
Traco Matthews	Chief Program Officer	13,831.52
Lisa McGranahan	Director of Human Resources	440.44
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	123.23
Pritika Ram	Director of Administration	4,369.19
Jeremy Tobias	Chief Executive Officer	15,758.16
Emilio Wagner	Director of Operations	8,810.20
Tracy Webster	Chief Financial Officer	635.66
Rebecca Moreno	Director of Community Development	1,391.10
Susana Magana	Director of Nutrition Services	294.90
Total		\$ 56,984.40



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
						Transaction Count: 0
						Total: 0.00

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Gloria Barbero	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/30/2022	7/1/2022	Allegnt*air Bzdwh				310.00
Travel tickets for Nelly Mendoza and Denise Cooper to attend Region 9: First 1000 days Early Head Start Conference at Las Vegas Nevada.						
2 7/27/2022	7/29/2022	American Air				1,367.69
Flight for Nicole Nino to attend the Fall Leadership Institute- NHSA, Washington, DC.						

Transaction Count: 2
Total: 1,677.69

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/30/2022	7/4/2022	Swissotel Chicago Htl				700.89
HOTEL STAY FOR YOLANDA GONZALES WHILE SHE ATTENDED 2022 CAPLAW NATIONAL CONFERENCE IN CHICAGO, IL						
2 7/3/2022	7/4/2022	Canva* I03470-15047835				119.99
ANNUAL SUBSCRIPTION FOR EDUCATION & SUPPORT SERVICES TEAM						
3 7/8/2022	7/11/2022	Nyny - Adv Dep				-66.89
R9 FIRST 1,000 CONFERENCE CREDIT FOR NY NY HOTEL ROOM RESERVATION CANCELLATION						

Transaction Count: 3
Total: 753.99

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Freddy Hernandez				Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-8850				Currency	US Dollar		
Reporting Period	7/1/2022 - 7/29/2022							
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount
1 7/15/2022	7/18/2022	Mgm Grand - Front Desk						1,106.59
		MGM Hotel for Lesley Chavez to attend the Latino Tax Fest in Las Vegas.						
2 7/15/2022	7/18/2022	Mgm Grand - Front Desk						1,232.59
		MGM Hotel for Jayshree Madeka to attend the Latino Tax Fest in Las Vegas.						
3 7/15/2022	7/18/2022	Mgm Grand - Front Desk						1,106.59
		MGM Hotel for Sulema Garcia to attend the Latino Tax Fest in Las Vegas.						
4 7/15/2022	7/18/2022	Mgm Grand - Front Desk						1,106.59
		MGM Hotel for Andrea Chavez to attend the Latino Tax Fest in Las Vegas.						
5 7/15/2022	7/18/2022	Mgm Grand - Front Desk						1,196.59
		MGM Hotel for Jacquelyn Guerra to attend the Latino Tax Fest in Las Vegas.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/25/2022	7/26/2022	Wipflillp				900.00
Registration for Jennifer Asuncion to attend the Wipfli OMB Uniform Guidance training in San Diego.						
7 7/25/2022	7/26/2022	Wipflillp				925.00
Registration for Jennifer Asuncion to attend the Wipfli OMB Uniform Guidance training in San Diego.						
8 7/25/2022	7/26/2022	Canva* I03492-23884782				12.95
Software required for VITA.						
9 7/25/2022	7/26/2022	Wipflillp				900.00
Registration for Wilfredo Cruz to attend the Wipfli OMB Uniform Guidance training in San Diego.						
10 7/26/2022	7/28/2022	Hilton Advpurch8002367113				655.71
Hilton hotel for Jennifer Asuncion to attend the Wipfli Uniform Guidance Energy Training in San Diego.						
11 7/27/2022	7/28/2022	Wipflillp				-900.00
Registration credit for Loretta Andrews who will not be able to attend Wipfli conference.						
12 7/27/2022	7/29/2022	Hilton Advpurch8002367113				655.71
Hilton hotel for Wilfredo Cruz to attend the Wipfli Uniform Guidance Energy Training in San Diego.						

Transaction Count: 12
Total: 8,898.32

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Traco Matthews			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-3726			Currency	US Dollar		
Reporting Period	7/1/2022 - 7/29/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 7/1/2022	7/4/2022	Curb Svc Chicago				48.00	
Transportation for Traco to airport during CAPLAW National Training Conference in Chicago.							
2 7/1/2022	7/4/2022	American Air				30.00	
Luggage charge for Traco during his flight to CAPLAW in Chicago.							
3 7/11/2022	7/13/2022	Caesars Hotel & Casino				1,001.55	
Caesar's hotel room for Vanessa Nevarez to attend the Wipfli Stronger to Serve Conference in Las Vegas.							
4 7/19/2022	7/20/2022	Travelodge				1,064.00	
Isolation housing for COVID-19 resident at M Street Navigation Center.							
5 7/19/2022	7/21/2022	Travelodge				1,064.00	
Isolation housing for COVID-19 resident at M Street Navigation Center.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/19/2022	7/21/2022	Travelodge				1,064.00
		Isolation housing for COVID-19 resident at M Street Navigation Center.				
7 7/19/2022	7/21/2022	Travelodge				952.00
		Isolation housing for COVID-19 resident at M Street Navigation Center.				
8 7/19/2022	7/21/2022	Travelodge				-957.60
		Credit for isolation housing for COVID-19 resident at M Street Navigation Center.				
9 7/19/2022	7/21/2022	Travelodge				952.00
		Isolation housing for COVID-19 resident at M Street Navigation Center.				
10 7/19/2022	7/21/2022	Travelodge				952.00
		Isolation housing for COVID-19 resident at M Street Navigation Center.				
11 7/20/2022	7/21/2022	Lgc				169.00
		Registration for Traco to attend the 13th annual California climate & energy forum in San Diego.				
12 7/20/2022	7/22/2022	Travelodge				952.00
		Isolation housing for COVID-19 resident at M Street Navigation Center.				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 7/20/2022	7/22/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
14 7/20/2022	7/22/2022	Travelodge				1,058.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
15 7/20/2022	7/22/2022	Travelodge				1,064.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
16 7/20/2022	7/22/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
17 7/21/2022	7/22/2022	Sheraton				416.42
Sheraton hotel for Traco to attend the 13th Annual California Climate & Energy Forum in San Diego.						
18 7/21/2022	7/25/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
19 7/25/2022	7/27/2022	Travelodge				190.40
Isolation housing for COVID-19 resident at M Street Navigation Center.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
20 7/27/2022	7/28/2022	Lgc				-169.00
Registration credit for Traco who is getting his registration fee waived due to speaking at the conference.						
21 7/28/2022	7/29/2022	Sheraton				1,124.75
Sheraton hotel for Traco Matthews to attend the Annual Climate & Energy Forum in San Diego.						
						Transaction Count: 21
						Total: 13,831.52

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/10/2022	7/12/2022	Biometrics4all Inc				10.50
Relay Fees for running New Hire Fingerprints Invoice Period 6/01/2022-6/30/2022 Invoice Date 7/01/2022						
2 7/15/2022	7/18/2022	Usps Po 0504680519				19.80
Two boxes of Covid tests sent to Stockton location.						
3 7/21/2022	7/22/2022	Seq Sand Rosedale				319.00
Lunch for Bumping meeting that took place in the BPN board room on 7/21/2022.						
4 7/22/2022	7/22/2022	Panera Bread #601790 O				91.14
Breakfast for Bumping meeting that took place in the BPN board room on 7/21/2022.						

Transaction Count: 4
Total: 440.44

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/8/2022	7/11/2022	Nyny - Adv Dep				66.89
		National CAP Conference Hotel Deposit for Staff Traveling				
2 7/16/2022	7/18/2022	Facebk Ev5xmg3fm2				35.00
		Head Start Open Positions Campaign on Facebook 7/6-7/11/2022				
3 7/20/2022	7/21/2022	Facebk Urffdhbem2				21.34
		Head Start Open Positions Campaign on Facebook 07/16-7/18/22				

Transaction Count: 3
Total: 123.23

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Pritika Ram			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7074			Currency	US Dollar		
Reporting Period	7/1/2022 - 7/29/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 6/30/2022	7/1/2022	Www.Calcapa.Org				1,497.00	
CalCAPA Conference Registration for staff: Vanessa Cortez, Corinne Thompson, and Karen Vazquez							
2 7/11/2022	7/12/2022	Facebk *tvdgkfxem2				35.00	
Facebook Advertisement for HS/EHS Teacher Recruitment							
3 7/15/2022	7/18/2022	Caesars Hotel & Casino				768.72	
Hotel Fee for Savannah Maldonado - Wipfli Conference in Las Vegas, NV							
4 7/19/2022	7/20/2022	Frugattis Italian Eatery				64.35	
Business lunch to discuss CDFI with Valley Strong Credit Union staff. Attendees: P. Ram & T. Mathews from CAPK; D. Blaise & C. Smith from VSCU.							
5 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96	
Advance Hotel Payment for Staff Member Corinne Thompson - NCAP Convention in New York							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96
Advance Hotel Payment for Staff Member Karen Vazquez - NCAP Convention in New York						
7 7/26/2022	7/27/2022	Cke*new Vintage Bar & Gri				62.20
CAPK Foundation Lunch Meeting to discuss Foundation Planning. Attendees: Catherine Anspach & Board Member Ariana Joven						
						Transaction Count: 7
						Total: 4,369.19

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Jeremy Tobias			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7066			Currency	US Dollar		
Reporting Period	7/1/2022 - 7/29/2022						
Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1 6/30/2022	7/1/2022	Www.Calcapa.Org					998.00
CalCAPA Conference Registration Fee for Board Members Ana Vigil & Yolanda Ochoa							
2 7/14/2022	7/18/2022	Shell Oil 57445309107					91.70
Gasoline for CEO's Agency Vehicle.							
3 7/20/2022	7/21/2022	Marriott Ny Marquis					1,294.61
Advance Hotel Payment for Board Member Maritza Jimenez - NCAP Convention in New York							
4 7/20/2022	7/22/2022	Travelodge					952.00
Hotel Fee for M. Street Client Steve Shawn Derek - COVID Quarantine							
5 7/20/2022	7/22/2022	Travelodge					952.00
Hotel Fee for M. Street Client Anthony Delfin Martin, Jr. - COVID Quarantine							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/20/2022	7/22/2022	Travelodge				109.60
		Hotel Fee for M. Street Client Michelle Myers - COVID Quarantine				
7 7/20/2022	7/22/2022	Travelodge				100.00
		Hotel Fee for M. Street Client Keith Turner - COVID Quarantine				
8 7/20/2022	7/22/2022	Travelodge				952.00
		Hotel Fee for M. Street Client Keith Turner - COVID Quarantine				
9 7/20/2022	7/22/2022	Travelodge				1,390.40
		Hotel Fee for M. Street Client Sandra Melenudo - COVID Quarantine				
10 7/20/2022	7/22/2022	Travelodge				100.00
		Hotel Fee for M. Street Client Anthony Delfin Martin, Jr. - COVID Quarantine				
11 7/20/2022	7/22/2022	Travelodge				1,064.00
		Hotel Fee for M. Street Client Arthur Bell - COVID Quarantine				
12 7/20/2022	7/22/2022	Travelodge				1,064.00
		Hotel Fee for M. Street Client Gregory Medina - COVID Quarantine				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 7/20/2022	7/22/2022	Travelodge				1,059.20
		Hotel Fee for M. Street Client James Ward - COVID Quarantine				
14 7/20/2022	7/22/2022	Travelodge				952.00
		Hotel Fee for M. Street Client Henry Holland - COVID Quarantine				
15 7/20/2022	7/22/2022	Travelodge				1,086.40
		Hotel Fee for M. Street Client Wanda Meyer - COVID Quarantine				
16 7/20/2022	7/22/2022	Travelodge				952.00
		Hotel Fee for M. Street Client Patrick Talburt - COVID Quarantine				
17 7/20/2022	7/22/2022	Travelodge				952.00
		Hotel Fee for M. Street Client Amber Hester - COVID Quarantine				
18 7/21/2022	7/25/2022	Travelodge				-325.92
		Credit for M. Street Client Wanda Meyer - COVID Quarantine				
19 7/21/2022	7/25/2022	Travelodge				-744.80
		Credit for M. Street Client Arthur Bell - COVID Quarantine				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
20 7/22/2022	7/26/2022	Travelodge				952.00
		Hotel Fee for M. Street Client Paul Robbins - COVID Quarantine				
21 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96
		Advance Hotel Payment for Board Member Fred Plane - NCAP Convention in New York				
22 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96
		Advance Hotel Payment for Board Member Pastor Jonathan Mullings - NCAP Convention in New York				
23 7/26/2022	7/28/2022	Shell Oil 57445309107				97.05
		Gasoline for CEO's Agency Vehicle				
24 7/27/2022	7/29/2022	Travelodge				-192.00
		Misc. credit from Travelodge related to recent M St. Navigation Center client stays (a credit invoice has been requested)				
25 7/27/2022	7/29/2022	Travelodge				-20.00
		Misc. credit from Travelodge related to recent M St. Navigation Center client stays (a credit invoice has been requested)				
26 7/27/2022	7/29/2022	Travelodge				-20.00
		Misc. Credit issued by Travelodge for recent M St. Navigation Center client stays. (A credit invoice has been requested)				

Transaction Count: 26
Total: 15,758.16

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Emilio Wagner			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7041			Currency	US Dollar		
Reporting Period	7/1/2022 - 7/29/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 7/1/2022	7/4/2022	Swissotel Chicago Htl				934.52	
2022 CAPLAW National Training Conference Lodging June 28-30, 2022 - K Davis Chicago, IL							
2 7/7/2022	7/8/2022	Best Buy 00008565				97.41	
USB-c dock for Jeremy Tobias was purchased for the immediate need to work from home due to covid safety protocols							
3 7/13/2022	7/14/2022	Opc Cros R2 Pymnt Fee				128.99	
Purchase Opc Cros R2 Pymnt Fee							
4 7/13/2022	7/14/2022	California Department Of				5,608.10	
California Department of Tax and Fee Administration Environmental Fee paid with CC to prevent further penalty & interest charges.							
5 7/14/2022	7/15/2022	Vosker Elite-Monthly				20.00	
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/14/2022	7/15/2022					0.20
		Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion				
7 7/14/2022	7/15/2022	Vosker Elite-Monthly				20.00
		Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion				
8 7/14/2022	7/15/2022					0.20
		Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion				
9 7/15/2022	7/18/2022	Caesars Hotel & Casino				1,038.57
		Stronger to Serve 2022 Wipfli National Training Conference Lodging July 10 - 15, 2022 R Dozier Las Vegas, NV				
10 7/20/2022	7/21/2022	Microsoft#g012620693				500.23
		Microsoft#g009792710- Microsoft Azure - Software Support HS				
11 7/21/2022	7/22/2022	Mindbody				461.98
		MindBody - Premier Basic monthly charge and subscription fee				

Transaction Count: 11
Total: 8,810.20

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/21/2022	7/22/2022	Adp Enterprise Learning				482.26
		Payroll Certification Class for Ralph				
2 7/27/2022	7/29/2022	Big Red Consulting				153.40
		Positive Pay file Creator Annual				

Transaction Count: 2
Total: 635.66

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/19/2022	7/20/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
2 7/24/2022	7/26/2022	Hilton Internationals				219.55
Deposit for Hilton hotel for Wilfredo Cruz to attend the Wipfli OMB Uniform Guidance training in San Diego.						
3 7/24/2022	7/26/2022	Hilton Internationals				219.55
Deposit for Hilton hotel for Jennifer Asuncion to attend the Wipfli OMB Uniform Guidance training in San Diego.						

Transaction Count: 3
Total: 1,391.10

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/14/2022	7/15/2022	Walmart.Com Aa				99.90
Baby formula purchase from Walmart.						
2 7/25/2022	7/26/2022	Cafb Conf 2019				195.00
Registration for Kelly Lowery to attend the 2022 Food Access Conference in Sacramento.						
					Transaction Count: 2	
					Total: 294.90	

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____

**COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (5 OF 12 MONTHS OR 41.66%)**

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	372,440	17.1%	1,811,219
Head Start Subsidy	<u>377,301</u>	<u>552,021</u>	146.3%	<u>(174,720)</u>
Total Revenue	<u>2,560,960</u>	<u>924,461</u>	36.1%	<u>1,636,499</u>
Expenditures (Note B)				
Salaries	724,671	269,342	37.2%	455,329
Benefits	200,399	81,703	40.8%	118,696
Vehicle Gasoline, Repair/Maintenance	27,000	20,612	76.3%	6,388
Space Costs	121,700	35,849	29.5%	85,851
Supplies - Office & Food Service	92,500	52,990	57.3%	39,510
Consultant Services	-	3,500	Not budgeted	(3,500)
Equipment Repair/Maintenance & Lease	35,300	17,982	50.9%	17,318
Communication	14,000	6,522	46.6%	7,478
Risk Insurance	12,700	5,984	47.1%	6,716
Printing	1,000	88	8.8%	912
Hiring & Employee Costs	100	170	169.8%	(70)
First Aid	500	-	0.0%	500
Other Misc	-	9	Not budgeted	(9)
Raw Food/Vended Meals	<u>1,015,580</u>	<u>338,875</u>	33.4%	<u>676,705</u>
Sub Total	2,245,450	833,627	37.1%	1,411,823
Adult Meals Prepared	128,794	40,963	31.8%	87,831
Indirect	<u>186,716</u>	<u>49,871</u>	26.7%	<u>136,845</u>
Total Expenditures	<u>2,560,960</u>	<u>924,461</u>	36.1%	<u>1,636,499</u>

	Prior Period	JULY 2022	Cumulative
Total Meals Prepared and Vended (Note C)	265,350	39,570	304,920
Total Meals Claimed	<u>153,684</u>	<u>16,534</u>	<u>170,218</u>
Difference	111,666	23,036	134,702

Percentage Claimed to Prepared/Vended		41.8%	55.8%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (12 OF 12 MONTHS = 100.0%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,149,450	\$ 1,104,604	\$ 11,770,102		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,149,450	\$ 1,104,604	\$ 11,770,102	84.05%	
Maximum Reimbursable Amount (MRA) for Provider Payments													22,736,992		51.77%
<u>Administration & Support Services Revenue</u>															
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,149,450	\$ 1,104,604	\$ 11,770,102		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 21.2121%		
Revenue Earned	\$ 121,147	\$ 160,069	\$ 171,224	\$ 171,172	\$ 182,751	\$ 310,839	\$ 261,043	\$ 277,030	\$ 288,322	\$ 303,148	\$ 305,550	\$ 293,629	\$ 2,845,925		
Program Administration/Support Services Costs	80,960	78,427	77,608	76,768	80,969	104,121	79,406	150,416	22,022	93,108	95,316	177,007	1,116,127	7.97%	
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,551	93,430	156,129	105,321	118,093	109,501	122,178	123,252	127,001	1,266,639	7.97%	
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)		
Total Operating Costs	\$ 135,292	\$ 160,909	\$ 164,975	\$ 164,319	\$ 24,399	\$ 260,250	\$ 184,727	\$ 268,509	\$ 131,523	\$ 215,287	\$ 218,568	\$ 304,008	\$ 2,232,766	15.95%	
Revenue Earned Over/(Under) Costs	\$ (14,145)	\$ (840)	\$ 6,249	\$ 6,853	\$ 158,352	\$ 50,589	\$ 76,316	\$ 8,522	\$ 156,799	\$ 87,861	\$ 86,982	(10,379)	\$ 613,159		
TOTAL COSTS - NET OF FAMILY FEES	\$ 706,415	\$ 915,522	\$ 972,176	\$ 971,272	\$ 885,942	\$ 1,725,634	\$ 1,166,746	\$ 1,310,670	\$ 1,216,164	\$ 1,355,699	\$ 1,368,018	\$ 1,408,611	\$ 14,002,868	100.00%	

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

Provider payments	11,770,102
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	<u>2,496,686</u>

Note 2: The maximum reimbursable amount per the 2021/22 State contract is as follows:

Provider Payments	22,736,992	82.50%
Administration	4,133,998	15.00%
Support Services	<u>689,000</u>	<u>2.50%</u>
Maximum Reimbursable Amount (MRA)	<u>27,559,990</u>	<u>100.00%</u>

Note 3: Increase to contract was received December 2021. Unused contract amount will be rolled into FY 2022-23. Administrative rate was also changed in January.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/22 - 6/30/23 (1 OF 12 MONTHS = 8.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	3,185	-	-	-	-	-	-	-	-	-	-	-	3,185	
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	\$ 164,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,192	4.46%
Maximum Reimbursable Amount (MRA)													\$3,678,194	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.61%													99.61%
Five Percent Flexibility, Maximum = 100 Percent	100.00%													100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,336												2,336	
Reimbursement Rate per Child per Day	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	X \$1.87	
Revenue Earned	\$ 121,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,179	2.67%
Maximum Reimbursable Amount (MRA)													\$4,544,694	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.41%													98.41%
Five Percent Flexibility, Maximum = 100 Percent	100.00%													100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	95												95	
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	\$ 4,913	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,913	1.80%
Maximum Reimbursable Amount (MRA)													\$273,318	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%													100.00%
Five Percent Flexibility, Maximum = 100 Percent	100.00%													100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/22 - 6/30/23 (1 OF 12 MONTHS = 8.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	621												621	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 28,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,589	1.00%
Maximum Reimbursable Amount (MRA)													\$2,852,203	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%													100.00%
Five Percent Flexibility, Maximum = 100 Percent	100.00%													100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 Cooperative Agreement with the San Joaquin County Office of Education

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2022

ASSETS

Cash in Bank	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	4,112,623
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	949,184
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>

Total Assets 31,995,063

LIABILITIES AND NET ASSETS

Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	<u>2,588,381</u>

Total Liabilities 16,938,295

Total Net Assets 15,056,768

Total Liabilities and Net Assets 31,995,063

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022

REVENUE

Grant Revenue	79,954,392
Donations	30,565,672
Other Revenue	916,016
In-Kind	<u>206,161</u>

Total Revenue 111,642,241

EXPENDITURES

Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,774,107
Capital Expenditures	(0)
Indirect	6,862,436
In-Kind	<u>206,161</u>

Total Expenditures 111,462,176

Net Change in Assets 180,065

Net Assets, beginning 14,876,703

Net Assets, ending 15,056,768

Community Action of Partnership of Kern Agency Total

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

ASSETS

Cash in Bank	17,781,952
Cash - Vacation Reserve	1,007,936
Petty Cash	-
Accounts Receivable	(0)
Travel Advance	17,871
Prepaid Expense	754,783
Inventory	963,390
Net Fixed Assets - Unrestricted	877,529
Net Fixed Assets - Restricted	<u>16,723,660</u>

Total Assets 38,127,120

LIABILITIES AND NET ASSETS

Accounts Payable	1,473,904
Accrued Expenses	408,759
Accrued Vacation	1,007,684
Line of Credit	-
Note Payable	944,769
Advance Payable	2,038,048
Deferred Revenue	<u>17,444,491</u>

Total Liabilities 23,317,656

Total Net Assets 14,809,464

Total Liabilities and Net Assets 38,127,120

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

REVENUE

Grant Revenue	31,409,926
Donations	173,484
Other Revenue	6,956,954
In-Kind	<u>3,554,459</u>

Total Revenue 42,094,823

EXPENDITURES

Salaries	14,181,010
Benefits	3,995,325
Travel	243,987
Space Costs	6,613,500
Supplies	1,123,174
Consultant/Contract Services	1,937,202
Other Costs	1,639,113
Program Costs	5,668,453
Capital Expenditures	610,776
Indirect	2,775,128
In-Kind	<u>3,554,459</u>

Total Expenditures 42,342,127

Net Change in Assets (247,303)

Net Assets, beginning 15,056,768

Net Assets, ending 14,809,464

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	13,052,196	25,526,046	34%
BENEFITS	11,160,531	3,689,868	7,470,663	33%
TRAVEL	721,930	223,664	498,266	31%
SPACE COST	23,506,027	6,252,442	17,253,585	27%
SUPPLIES	3,253,861	1,049,824	2,204,037	32%
EQUIPMENT	831,379	866,482	(35,103)	104%
CONSULTANT/CONTRACT SERVICES	3,798,580	1,569,861	2,228,719	41%
OTHER COSTS	3,449,253	1,371,291	2,077,962	40%
PROGRAM COSTS	11,277,182	5,377,384	5,899,798	48%
INDIRECT	7,597,038	2,792,829	4,804,209	37%
TOTAL	104,174,023	36,245,841	67,928,182	35%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	9,545,503	17,905,761	35%
BENEFITS	8,315,926	2,815,978	5,499,948	34%
TRAVEL	492,583	119,679	372,904	24%
SPACE COST	6,603,218	3,491,602	3,111,616	53%
SUPPLIES	2,644,635	751,677	1,892,958	28%
EQUIPMENT	100,000	127,853	(27,853)	128%
CONSULTANT/CONTRACT SERVICES	1,369,385	414,602	954,783	30%
OTHER COSTS	1,130,700	556,707	573,993	49%
PROGRAM COSTS	7,769,839	4,563,653	3,206,186	59%
INDIRECT	5,263,450	2,017,305	3,246,145	38%
TOTAL	61,141,000	24,404,558	36,736,442	40%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	1,332,394	2,878,597	32%
BENEFITS	1,260,035	346,768	913,267	28%
TRAVEL	91,246	21,825	69,421	24%
SPACE COST	15,209,213	2,250,474	12,958,739	15%
SUPPLIES	211,553	102,894	108,659	49%
EQUIPMENT	724,960	553,597	171,363	76%
CONSULTANT/CONTRACT SERVICES	563,961	116,968	446,993	21%
OTHER COSTS	378,585	212,338	166,247	56%
PROGRAM COSTS	1,436,167	489,228	946,939	34%
INDIRECT	765,412	243,636	521,776	32%
TOTAL	24,852,123	5,670,123	19,182,000	23%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	600,435	2,370,686	20%
BENEFITS	553,144	152,649	400,495	28%
TRAVEL	65,110	21,125	43,985	32%
SPACE COST	299,407	84,908	214,499	28%
SUPPLIES	110,076	52,867	57,209	48%
EQUIPMENT	6,419	51,295	(44,876)	799%
CONSULTANT/CONTRACT SERVICES	1,056,518	690,987	365,531	65%
OTHER COSTS	1,341,076	329,215	1,011,861	25%
PROGRAM COSTS	868,172	105,847	762,325	12%
INDIRECT	755,931	199,302	556,629	26%
TOTAL	8,026,974	2,288,629	5,738,345	29%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	1,177,223	1,653,189	42%
BENEFITS	737,565	275,489	462,076	37%
TRAVEL	27,313	16,502	10,811	60%
SPACE COST	1,206,276	329,307	876,969	27%
SUPPLIES	220,349	136,269	84,080	62%
EQUIPMENT	-	133,738	(133,738)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	303,208	464,728	39%
OTHER COSTS	491,102	247,465	243,637	50%
PROGRAM COSTS	1,105,101	170,955	934,146	15%
INDIRECT	613,244	261,379	351,865	43%
TOTAL	7,999,298	3,051,535	4,947,763	38%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	363,188	627,666	37%
BENEFITS	267,905	98,314	169,591	37%
TRAVEL	23,578	44,093	(20,515)	187%
SPACE COST	182,213	96,150	86,063	53%
SUPPLIES	52,498	6,109	46,389	12%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	5,780	1,876	3,904	32%
OTHER COSTS	51,480	16,331	35,149	32%
PROGRAM COSTS	97,903	47,700	50,203	49%
INDIRECT	170,659	63,166	107,493	37%
TOTAL	1,842,870	736,927	1,105,943	40%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	33,453	90,147	27%
BENEFITS	25,956	671	25,285	3%
TRAVEL	22,100	439	21,661	2%
SPACE COST	5,700	-	5,700	0%
SUPPLIES	14,750	8	14,742	0%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	42,220	(7,220)	121%
OTHER COSTS	56,310	9,235	47,075	16%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	8,041	20,301	28%
TOTAL	311,758	94,068	217,690	30%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 07/31/22 (5 OF 12 MONTHS = 41.7%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,597,038	\$ 2,792,829	36.8%	\$ 4,804,209
Expenditures				
Salaries	4,122,037	1,550,010	37.6%	2,572,027
Benefits @ 23.6% actual	<u>927,258</u>	<u>334,555</u>	<u>36.1%</u>	<u>592,703</u>
Total Personnel Costs	5,049,295	1,884,565	37.3%	3,164,730
Operating Costs				
Travel	67,900	20,323	29.9%	47,577
Space Costs	215,700	81,706	37.9%	133,994
Supplies	252,500	73,002	28.9%	179,498
Consultant/Contract	988,000	361,255	36.6%	626,745
Other Operating Costs	<u>474,125</u>	<u>267,430</u>	<u>56.4%</u>	<u>206,695</u>
Total Operating Costs	1,998,225	803,717	40.2%	1,194,508
Total Expenditures	<u>\$ 7,047,520</u>	<u>\$ 2,688,282</u>	<u>38.1%</u>	<u>\$ 4,359,238</u>
Excess (Deficit) Indirect Revenue	<u>\$ 549,518</u>	<u>\$ 104,547</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,288,307	\$ 533,407	41.4%	\$ 754,900
Operations	2,272,794	877,606	38.6%	1,395,188
Executive	1,337,079	487,785	36.5%	849,294
Program Administration	130,000	62,787	48.3%	67,213
Finance	<u>2,019,340</u>	<u>726,697</u>	<u>36.0%</u>	<u>1,292,643</u>
	<u>\$ 7,047,520</u>	<u>\$ 2,688,282</u>	<u>38.1%</u>	<u>\$ 4,359,238</u>

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