COMMUNITY ACTION PARTNERSHIP *of* KERN
BOARD OF DIRECTORS MEETING
Per Governor's Executive Order N-25-20
Meeting to be held via Tele-Conference
(213) 204-2374 - Conference ID: 528 452 66#
Join Microsoft Teams Meeting
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
September 30, 2020
12:00 pm

AGENDA

I. Call to Order

a. Roll Call

Janea Benton	Nila Hogan	Yolanda Ochoa
Jimmie Childress	Michelle Jara-Rangel	Marian Panos
Curtis Floyd	Maritza Jimenez	Guadalupe Perez
Jose Gurrola	Mike Maggard	Fred Plane
Craig Henderson	Jonathan Mullings	Ana Vigil

II. Approval of Agenda

III. Approval of Meeting Minutes

a. Minutes of August 26, 2020 Board of Directors Meeting – ***Action Item (p. 4-12)***

IV. Introduction of Guests / Public Forum

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

V. Special Presentation:

a. There is no special presentation for September.

VI. New Business

a. Health Insurance Broker Proposal for the 2021 Plan Year – Lisa McGranahan, Director of Human Resources – ***Action Item (p. 13-40)***

b. 2020 Employee Appreciation Plan – Tracy Webster, Chief Financial Officer – ***Action Item (p. 41-43)***

c. Food Bank Expansion Planning Approval – Emilio Wagner, Director of Operations – ***Action Item (p. 44-173)***

d. Selection of Gift Card Vendor, Housing for the Harvest Program – Emilio Wagner, Director of Operations – ***Action Item (p. 174-176)***

e. Community Action Partnership of Kern Foundation Appointment of Board of Directors – Pritika Ram, Director of Administration – ***Action Item (p. 177-178)***

f. HHAP Contracts: City of Bakersfield and Bakersfield Kern Regional Homeless Collaborative – Sheila Shegos, Director of Community Development – ***Action Item (p. 179-240)***

VII. Committee Reports

a. PRE Committee Report – Pritika Ram, Director of Administration – ***Action Item***
   i. Minutes from the September 16, 2020 Committee Meeting ***(p. 241-244)***
   ii. July & August 2020 Program & Division Reports ***(p. 245-270)***
   iii. Application Status Reports & Funding Requests ***(p. 271-275)***
   iv. August 2020 Head Start / State Child Development Enrollment Update & Meals Report ***(p. 276-277)***
   v. 2019-2020 Early Head Start Partnership Self-Assessment ***(p. 278-281)***
   vi. 2019-2020 Early Head Start San Joaquin Self-Assessment ***(p. 282-285)***

b. Executive Committee Report – Jeremy Tobias, Chief Executive Officer – ***Action Item***
   i. Minutes from the September 17, 2020 Committee Meeting ***(p. 286-289)***
   ii. County of Kern: Housing for the Harvest Services Contract ***(p. 290-310)***
   iii. Housing for the Harvest Program: Request for Proposal for Selection of Meal Services Vendor ***(p. 311-334)***
   iv. HUD Coordinated Entry System (CES) Contract ***(p. 335-340)***
   v. The Housing Authority of the County of Kern Memorandum of Understanding (MOU): Rental & Mortgage Assistance Program ***(p. 341-346)***

c. Budget & Finance Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
   i. Minutes from the September 23, 2020 Committee Meeting ***(p. 347-351)***
   ii. Head Start & Early Head Start Budget to Actual Reports ***(p. 352-365)***
   iii. Community Development Financial Institution (CDFI) – CSBG Allocation for Feasibility Study ***(p. 366-367)***
   iv. Reorganization of the Human Resources Department ***(p. 368-375)***
   v. VITA and the State of California Franchise Tax Board: CalEITC Grant Extension ***(p. 376-392)***
   vi. Application for Continued Funding of Early Head Start San Joaquin ***(p. 393-399)***
   vii. Reorganization of the CAPK WIC Program ***(p. 400-402)***
   viii. Financial Statements, August 2020 ***(p. 403-449)***
   ix. Consent Items a-b ***(p. 450-454)***

VIII. Advisory Board Reports

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative – ***Action Item***
   i. September 2020 Policy Council Report ***(p. 455)***
   ii. August 25, 2020 Policy Council Minutes ***(p. 456-459)***

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

a. COVID-19 Update ***(Verbal Report)***

X. Board Member Comments

XI. Closed Session

a. Employee Evaluation -Chief Executive Officer (Government Code Section 54957)

XII. Closed Session Report

XIII. Next Scheduled Meeting

Board of Directors Meeting
Wednesday, October 28, 2020
12:00 pm
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, September 25, 2020. Paula Daoutis, Administrative Coordinator.

COMMUNITY ACTION PARTNERSHIP *of* KERN
BOARD OF DIRECTORS MEETING
Per Governor's Executive Order N-25-20
Meeting was held via Tele-Conference
(213) 204-2374 – Conference ID: 223 593 943#
Microsoft Teams Meeting
Members of the Public invited to join via tele-conference, or in person at
5005 Business Park North | Bakersfield, CA 93309
August 26, 2020

MEETING MINUTES

I. Call to Order

Chairman Curtis Floyd called the meeting to order at 12:06 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Roll Call

Roll Call was taken with a quorum present:

Present: Janea Benton, Jimmie Childress, Curtis Floyd, Jose Gurrola, Nila Hogan, Craig Henderson, Maritza Jimenez, Mike Maggard, Jonathan Mullings, Yolanda Ochoa, Marian Panos, Fred Plane, Ana Vigil

Absent: Michelle Jara-Rangel, Guadalupe Perez

Others Present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Traco Matthews, Chief Program Officer; Lisa McGranahan, Director of Human Resources; Pritika Ram, Director of Administration; Carmen Segovia, Director of Health & Nutrition; Sheila Shegos, Director of Community Services; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer

II. Approval of Agenda

Motion was made and seconded to approve the Board of Directors Meeting Agenda for August 26, 2020 as amended to include agenda item V(c). Carried by unanimous vote. (Henderson/Hogan).

III. Approval of Meeting Minutes

a. Minutes of the June 24, 2020 Board of Directors Meeting.

Motion was made and seconded to approve the minutes of the June 24, 2020 meeting. Carried by unanimous vote. (Henderson/Benton).

IV. Introduction of Guests / Public Forum

No one addressed the Board.

V. Special Presentations

a. Introduction of new Executive Team Staff: Traco Matthews, Chief Program Officer; Lisa McGranahan, Director of Human Resources; and Freddy Hernandez, Director of Youth & Community Services

Jeremy Tobias introduced Traco Matthews who provide a brief background and expressed his gratitude for being at CAPK.

Jeremy introduced Lisa McGranahan and she expressed her desire to serve at CAPK and focus on the internal customers (staff).

Jeremy introduced Freddy Hernandez who said he is grateful to be here and glad to be working for an agency that helps the community.

Curtis Floyd welcomed the new executive staff members, as did the rest of the board.

b. Community Action Partnership of Kern Agency Website Update – James Burger, Outreach & Advocacy Coordinator

James Burger showcased some of the new CAPK website pages and said that we will be transitioning to the new website once all pages have been completed. Work on the website is expected to be complete within the coming weeks.

c. Health Insurance Broker Renewal Update for the 2021 Plan Year – Tracy Webster, Chief Financial Officer – ***Info Item***

Jeremy Tobias introduced Steve Hulbert and Danica Schaefer, who summarized the options for the 2021 health plan year and stated that this will be an action item at the September meeting. Steve Hulbert said that the presentation is a high-level review of the plan options. Blue Shield came in at an increase of 13% which equates to an increase of $740,000. Steve said that given the uncertainty of the pandemic, it is not the right time to consider a self-funded plan. As is done every year, Steve said that RFP's were sent to insurance providers, and two competitive bids were received, and for the first time in a while, there is greater flexibility of choice this year. Aetna provided a comparable plan to Blue Shield that aligns with what we pay now. Anthem Blue Cross also offered a broad network option that is the least expensive, however, this option has service disruptions due to network limitations.

Steve provided a brief overview of the plans, but he does not believe it is likely that Blue Shield will come down enough on their price to continue our contact with them. Curtis Floyd said the Board has a lot to think about and will carefully consider the options presented for action at the next meeting. Curtis asked Steve for his recommendation and Steve said the Aetna product lines up nicely with little change of provider disruptions.

VI. New Business

a. Board Recruitment: Low Income East Kern Sector – Jeremy Tobias, Chief Executive Officer – ***Action Item***

Jeremy Tobias summarized the process for soliciting applications for the Low-Income East Kern seat. Only one application was received, from incumbent, Yolanda Ochoa. The staff and ad-hoc committee has certified that the application is in order and meets the criteria and recommends the Board waive the election and re-appoint Ms. Ochoa to the Low-Income seat for the East Kern area.

Motion was made and seconded to appoint Yolanda Ochoa to the Category II Low-Income Sector East Kern County Representative Seat for a 5-year term ending July 31, 2025. Carried by unanimous vote (Benton/Gurrola).

b. County of Kern: Personal Protective Equipment (PPE) Distribution Services Contract – Jeremy Tobias, Chief Executive Officer – ***Action Item***

Jeremy Tobias reported that the County of Kern received funding from the CARES Act and wishes to purchase masks and supply them to CAPK to assist with distribution across Kern County. Twenty-three (23) CAPK locations were identified where staff can distribute the masks to Kern County residents in need. There will be minimal cost to CAPK and there is a reimbursement option if needed. The contract was approved by County Board of Supervisors on August 19th in the amount of $500,000, which includes $475,000 for supplies and $25,000 to CAPK. Staff requests approval to enter into an agreement with the County of Kern.

Motion was made and seconded to approve the Professional Service Agreement for PPE distribution with the County of Kern and authorize the Chief Executive Officer to sign all related documents. Carried by unanimous vote (Henderson/Panos).

c. COVID-19 Distance Learning Assistance Plan – Lisa McGranahan, Director of Human Resources & Tracy Webster, Chief Financial Officer – ***Action Item***

Lisa McGranahan & Tracy Webster presented the COVID-19 Distance Learning Assistance Plan, which allows applicable employees with children enrolled in preschool through grade 12, financial assistance with daycare costs when their position does not allow them to work remotely. Employees will be required to certify the names and ages of their children and whether the employee receives any other source of childcare subsidy. The maximum stipend per employee is $350 per month from September 1, 2020 to December 31, 2020. Tracy further stated that the OMB guidelines allow for compensation in the form of stipends that is "adequate to attract and retain qualified staff." The plan is an allowable cost to most federal programs with the exception of WIC and CalFresh Healthy Living. The estimated cost is $341,600 to programs and $49,000 to discretionary / indirect funds.

Tracy said that the employee is liable to ensure that their child is attending online sessions. The plan to cover to grade 12 mimics the policy that the County of Kern offered. Tracy emphasized that this is a retention stipend to retain staff. Lisa McGranahan reported that there have been some resignations due to childcare issues during the pandemic.

Janea Benton asked Tracy how the amount of $350 per month was determined. Tracy replied that the County of Kern is offering $500 per month and that amount is not feasible for CAPK. Janea asked if there is a way to extend the stipend after December 31, 2020 if the distance learning is still in effect. Jeremy Tobias said that if it is necessary to extend the plan past December, staff will provide an update on how the plan is working and provide real data by December.

Craig Henderson asked if the stipend would be paid for the entire month if school goes back in session during ½ of the month and Tracy replied the funds are paid on a bi-weekly basis.

Motion was made and seconded to approve the COVID-19 Distance Learning Assistance Plan. Carried by a vote of 12 in favor and 1 abstention (Plane/Gurrola).

d. Housing Authority of the County of Kern Rental Assistance Program: Contract for Services – Sheila Shegos, Director of Community Development – ***Action Item***

Sheila Shegos said the Housing Authority of Kern reached out to CAPK to offer rental assistance services to help families affected by COVID-19 who are at risk of becoming homeless. CAPK would provide 211 services to triage and assessment of services, homeless CES services and follow-up, rental and mortgage application assistance and processing, and data collection and reporting. This program will run from September 2020 to December 2020. The proposed contract for services agreement is estimated to be $449,045. Staff estimates the need for 7 temporary positions and funding from the County will be used for personnel and project related expenses to include a $100 per diem for each processed rental assistance application and 10% for administrative costs. It is estimated that 1,500 residents will be served for up to $5,000 each to assist with rent and mortgage assistance.

Motion was made and seconded to approve the County of Kern Rental Assistance Program: Contract for Services Agreement. Carried by unanimous vote (Henderson/Hogan).

e. M Street Navigation Center Update – Sheila Shegos, Director of Community Development – Info Item

Sheila Shegos presented an update on the M Street Navigation Center and reported that the center is serving 53 overnight clients. Additionally, eight residents were exited into permanent housing, over 1200 showers were provided, left-over lunches were bagged and distributed to homeless on the streets, and Flood Ministries is providing outreach on the weekends to help keep the beds full.

Mental Health providers have been onsite since opening and additional providers that address substance abuse, GBLA, and kennel services will be offered soon. Residents participate in weekly resident meetings and many are enrolled in clerical training at Bakersfield College. If they compete the 6-week program, they are guaranteed a job. The Rental Assistance program will provide an opportunity for residents who are housing ready. The Kern County Sheriff Deputy trainees are assisting with security and 21 volunteers provided 300 hours of service.

f. Blanket Purchase Orders for the Food2Door Program – Carmen Segovia, Director of Health & Nutrition – ***Action Item***

Carmen Segovia reported that CAPK was awarded a $2 million grant from Kern County to offer a food delivery program called “Food 2 Door” for seniors who are vulnerable to the COVID-19 virus. The program is run by the Food Bank and additional warehouse space has been leased, additional staff was

hired, and vehicles were rented to accommodate the deliveries, which started August 5th. The food deliveries made in August were procured in July and many of the food items were not available. Staff recommends using blanket purchase orders with three vendors to procure larger quantities of food.

Motion was made and seconded to approve the blanket purchase orders for Sysco, Ventura Food Exchange, and LA Foods for the Food 2 Door program. Carried by unanimous vote (Panos/Plane).

g. Head Start / State Child Development Revised Org Structure and Job Descriptions – Jerry Meade, Assistant Director: Program – ***Action Item***

Jerry Meade presented the revised organization structure and job descriptions of the Head Start / State Child Development Division proposed for the San Joaquin Early Head Start program. The revised structure includes title changes, new reports (direct or supervisor) and grade changes determined appropriate by HR for positions with increased responsibilities.

Motion was made and seconded to approve the Head Start / State Child Development Revised Organization Structure and Job Descriptions. Carried by unanimous vote (Hogan/Panos).

h. Angela Martinez Child Development Center – Yolanda Gonzales, Director of Head Start / State Child Development – ***Action Item***

Yolanda Gonzales reported that as staff is preparing to license the Jewett Child Development Center, many members of the CAPK staff and community requested that CAPK rename the center after a past employee, Angela Martinez. Yolanda highlighted Angela's time with CAPK and her devotion to the community. As a champion for education throughout her career, and a fierce advocate for the families she served, Angela was essential to the success of the Head Start program, and the success of the children and families she served. Marian Panos added that staff could not have picked a better person to honor by naming the Jewett Center after Angela.

Motion was made and seconded to approve the renaming of the Jewett Child Development Center to the Angela Martinez Child Development Center. Carried by unanimous vote (Hogan/Panos)

i. Head Start / Early Head Start Operational Protocols for Reopening Centers for 2020-2021 School Year – Yolanda Gonzales, Director of Head Start / State Child Development – ***Info Item***

Yolanda Gonzales provided a verbal update on the Head Start / Early Head Start operational protocols for reopening Centers for the 2020-2021 school year. Eleven sites have been open since June 1 and another 22 sites were opened in August, and all part-year staff returned to work on August 10th. Support Services & Education teams provided support to onsite supervisors and teaching staff and all staff has reviewed the COVID-19 site plans. Staff is working and maintaining proper ratios to comply with state and local guidelines and the enrollment staff is continuing their efforts to increase enrollment to capacity. The EHS centers are doing very well, almost at full enrollment. Head Start is not yet fully enrolled due to COVID. All 33 facilities are open with the exception of the new Angela Martinez Center, which is undergoing licensing. A total of 96 classrooms are in operation but there have been some challenges by having to close some classrooms due to COVID-19 exposures. The San Joaquin Centers are in full operation with 2 resignations due to COVID-19 and one early retirement. One center in Tracy, CA was temporarily closed for 3 days due to northern CA fires.

As a follow-up to a question from Board Member Janea Benton, Yolanda reported that staff is working with HR regarding potential exposure to staff without identifying the person exposed. Risk Management is contacted to arrange for proper disinfecting. HR contacts the employee upon receiving negative results and contacts the supervisor. Anytime there is an opportunity to have an employee work from home, that offer is made.

Marian Panos asked for an update regarding state reimbursement. Yolanda said that it appears that the state will provide reimbursement for virtual home learning. It is anticipated that a final decision will be made soon. Tracy said to be conservative, an alternate budget was developed that assumes very low state reimbursement estimates.

Ana Vigil asked what happens to the children at a site if they are exposed. Yolanda said that the children also have to be at home for 2 weeks until the classroom can reopen. Yolanda said that staff is in the process of re-evaluating that scenario when people do not have alternative childcare.

j. Update on the Food Bank Expansion Project – Emilio Wagner, Director of Operations – ***Info Item***

Emilio Wagner provided a verbal update on the Food Bank Expansion Project and stated the Food Bank has experienced significant growth and has reached its capacity. Three additional warehouses are being leased to accommodate the needs. The proposed expansion will more than double the capacity by increasing it to 40,000 - 50,000 square feet, provide additional office space, loading docks will be constructed, and the refrigeration and freezer space will be increased to 25,000 cubic feet. Lastly, the expansion will include an access road off of Feliz Rd. for ease of deliveries.

The total estimated budget is $2.88 million. Funding will be supplied by the County CDBG fund in the amount of $916,586 and a capital campaign be initiated to raise the remaining funds. While financing is an option, it is not part of the recommendation at this time, but would come back to Board if being recommended.

Staff would like to move forward with a Construction Manager and Architect. The Construction Manager at Risk will assist the Architect to develop a plan that is strong. Emilio said there are three phases and described the scope of work to be completed in each phase. The RFP has recently closed and staff will bring the results to the Board at the September meeting.

VII. Committee Reports

a. Executive Committee Report – Jeremy Tobias, Chief Executive Officer – Action Item
   i. Minutes from the July 22, 2020 Committee Meeting
   ii. Resolution to Approve the Submission of the 2020 Low-Income Home Energy Assistance Program (LIHEAP) CARES Contract #20U-2561
   iii. Reorganization of the Operations Division
   iv. County of Kern Emergency Solutions Grants: Coronavirus Aid, Relief, And Economic Security (CARES) Act Contract Application Submission and Resolution
   v. New Job Description for Medi-Cal Health Enrollment Navigator Project Program Educator

vi. Department of Community Services and Development Coronavirus Aid, Relief, And Economic Security (CARES) Act Contract Application – Community Services Block Grant (CSBG) Local Plan for Supplemental Funding
vii. Community Action Partnership of Kern Foundation: Submission of State Documents and Approval of Job Description
    1. CAPK Foundation Articles of Incorporation
    2. Foundation Bylaws***)***
    3. Foundation Updated Budget
    4. New Job Description – Associate Director of Development
    5. Foundation Board Matrix – Sample Template
    6. Foundation Org Charts
viii. Funding Requests
    1. California Office of Business Oversight for VITA Financial Empowerment
    2. Bank of America for VITA Financial Empowerment for Small Businesses
ix. Head Start & Early Head Start Budget to Actual Reports
x. Financial Statements, June 2020

Jeremy Tobias reported the Committee met on July 22nd and provided a brief summary of the items presented and noted that all action items were approved.

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

b. Audit & Pension Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
i. Minutes from the August 6, 2020 Committee Meeting
ii. Q2 Pension Plan Update
iii. Plan Amendment for The Standard Retirement Plan
iv. Update on Request for Proposal (RFP) for Independent Audit Services

Tracy Webster reported that the Audit & Pension Committee met on August 6, 2020 and summarized the items above with only one action item to amend the Standard Retirement Plan. All items presented were approved.

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

c. PRE Committee Report – Pritika Ram, Director of Administration – ***Action Item***

i. Minutes from the August 12, 2020 Committee Meeting
ii. June2020 Program & Division Reports
iii. Application Status Reports & Funding Requests
iv. June 2020 Head Start / State Child Development Enrollment Update & Meals Report

Pritika Ram reported that the Committee met on August 12th and stated that the special presentation was provided by Jaime Orona, Food Bank Program Manager, who provided a program update and highlighted the new Food 2 Door program. Three action items were presented and approved.

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

d. Budget & Finance Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
   i. Minutes from the August 19, 2020 Committee Meeting
   ii. Head Start & Early Head Start Budget to Actual Reports
   iii. Head Start and State Child Development Revised Job Descriptions
   iv. Head Start and Early Head Start Kern Budget Revision
   v. County of Kern Emergency Solutions grants: Coronavirus Aid, Relief, and Economic Security Act (CARES) Second Round Application Budget
   vi. Reorganization of Operations Division
   vii. Agency-Wide Budget Revision #2
   viii. Financial Statements, July 2020
   ix. Consent Items a-b

Tracy Webster reported that the Committee met on August 19 and called attention to the action items presented and subsequently approved. Tracy further provided a brief update on the July Financial Statements and stated there were no noteworthy items.

Janea Benton encouraged all Board Members to read the reports provided in the agenda packet as it has a financial impact to CAPK.

Motion was made and seconded to approve the Budget & Finance Committee Report and all items. Carried by unanimous vote (Henderson/Panos).

VIII. Advisory Board Reports

a. Head Start Policy Council Report – Nila Hogan, Council Representative – ***Action Item***

Nila Hogan provided the Head Start Policy Council Report for the month of August and provided a summary from the June meeting minutes.

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

IX. Chief Executive Officer Report

a. COVID-19 Update

Jeremy Tobias reported on the employee COVID cases and trends and said that there was a surge in cases from mid-June to July. Cases are beginning to level off, which follows along with community-wide trends. Staff is following protocols to isolate the single cases without causing too much disruption.

Jeremy also said that there is a funding surge coming CAPK's way to help mitigate the impact on the community. There is currently over $10 million in one-time additional funding at CAPK as a result of COVID. Staff is doing a great job to step-up and serve the community. Jeremy also said that ESG funding through the County for additional rental assistance may be forthcoming.

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

X. Board Member Comments

- Jose Gurolla thanked staff for great work under extraordinary circumstances.
- Fred Plane said he has been attending the virtual conference over the past two days and has found it to be very helpful.
- Marian Panos said good job to the staff and said to stay safe.
- Ana Vigil said thank you to the staff and congratulated Board Member Guadalupe Perez on the birth of her baby boy.

XI. Closed Session

Motion was made and seconded to enter into closed session at 2:06 pm. Carried by unanimous vote (Plane/Panos)

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

XII. Closed Session Report

Motion was made and seconded to enter into open session at 2:11 pm. Carried by unanimous vote (Henderson/Vigil).

Jeremy Tobias provided the closed session report and stated that the Board gave authority to the CEO to settle the Diamond Technology arbitration case for a total of $50,000.

XIII. Next Scheduled Meeting

Board of Directors Meeting
Wednesday, September 30, 2020
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

The meeting adjourned at 2:12 p.m.

MEMORANDUM

To: Board of Directors or Committee Name

From: Lisa McGranahan, Director of Human Resources

Date: September 30, 2020

Subject: *Agenda Item VI(a)*: Health Insurance Proposal for the 2021 Plan Year– **Action Item**

Each year, several members of the Leadership team engage in preparatory discussions with our Health Insurance broker, USI, to engage in the Health Insurance renewal process. Traditionally, this engagement is a review of the current vendor's rates for the coming year, trends in healthcare, and both short and long-term wellness planning for CAPK's employees. Also, in prior years, this discussion has included premium increases to both the Agency and to our employees.

This year, similar to prior years, the renewal rates as offered by Blue Shield included a significant increase in premium to CAPK. This increase was originally quoted at approximately $740,000 or 13%. Understanding that this would be of concern to the agency, USI engaged in market research to determine if another plan, comparable in benefits and provider network, could be identified.

As a result of USI's outreach efforts, Blue Shield came down to a renewal of offer with an increase of 6.3% or $365,083 annually. In addition, USI received two very competitive offers from leaders in the Healthcare Industry:

- **Aetna**- this option mirrors the closest to CAPK's current plan and network of providers with both limited and expanded plans to offer employees greater options. This package is also being offered with approximately an 8% reduction in premium costs as compared to the current Blue Shield plan. In addition to cost savings, this plan offers a 'bundle' price incentive if we also elect their dental plan options. All of the savings described herein allow CAPK to offer a one pay period premium holiday to our employees as well as additional funding to implement a robust wellness plan

- **Anthem-** this option also offered significant savings of approximately 4.5% however, this option would merit some significant service disruptions due to network limitations. Anthem also has offered an additional percentage discount with the dental bundle. We would share the premium savings with employees utilizing this option as well however, the savings would not be as robust as the Aetna choice

Both the Aetna and the Anthem offer include discounts for selecting them for dental coverage as well (current vendor is United Concordia). Vision coverage has a flat rate renewal and would stay with current vendor EyeMed. Both plans also offer more robust utilization data and reporting for future analysis and would be helpful in potentially considering any move to self-insurance option. The provider disruption with Aetna would be very minimal, with a 99.9% match with current provider network.

In support of *Strategic Plan item #5; CAPK will have an engaged and retained workforce*, we are recommending the Aetna option. This allow us to focus on both the short-term incentivizing of our employees by way of sharing the savings with a premium holiday but also on the long-term well-being of our employees by focusing on a wellness plan that is centered around the largest health care concerns in Kern County. Ultimately, this plan saves both fiscal resources and potentially the lives of employees struggling with chronic illness.

Recommendation:

Staff recommends Board approval of the Aetna medical and dental proposal and renewal with EyeMed vision for the 2021 plan year.

Attachments:

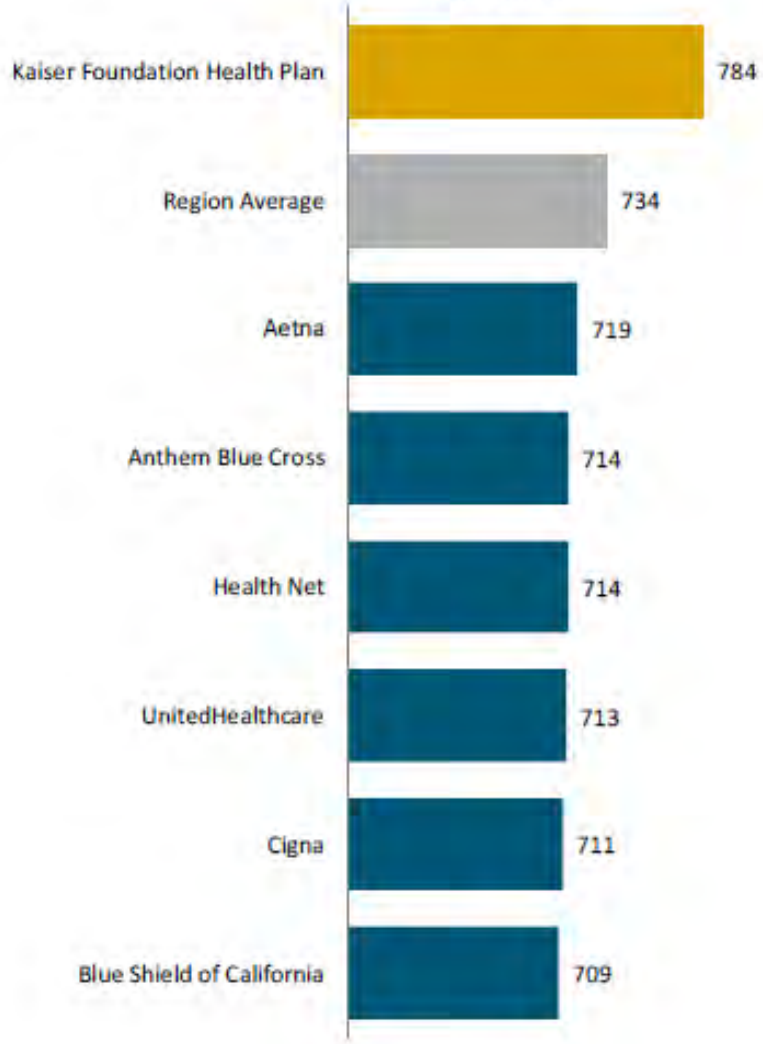
J.D. Power 2020 U.S. Commercial Member Health Plan Study - California
USI 2021 Renewal Report

J.D. Power
2020 U.S. Commercial Member Health Plan Study[SM]

Overall Customer Satisfaction Index Ranking

(Based on a 1,000-point scale)

California



Source: J.D. Power 2020 U.S. Commercial Member Health Plan Study[SM]

Charts and graphs extracted from this press release for use by the media must be accompanied by a statement identifying J.D. Power as the publisher and the study from which it originated as the source. Rankings are based on numerical scores, and not necessarily on statistical significance. No advertising or other promotional use can be made of the information in this release or J.D. Power survey results without the express prior written consent of J.D. Power.



September 30, 2020

PARTNERSHIP FOR HEALTH AND WELFARE BENEFITS MANAGEMENT

COMMUNITY ACTION PARTNERSHIP OF KERN

2021 Renewal – Report to Board of Directors

Steve Hulbert | Danica L. Shafer | Javier Jaramillo
www.usi.com

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2021 Renewal Strategy Discussion

- 2021 Executive Summary
- Blue Shield Renewal
- Medical Marketing Results
- UCCI Renewal and Marketing Options
- Employee Contributions
- Coverage Additions for 2021













2021 Executive Summary

Executive Summary - Renewals

CAPK Employee Benefit Plans

- The initial 2021 renewal from Blue Shield for the CAPK Medical Plans was13.5%. USI worked with Blue Shield to produce a more competitive renewal. To retain the relationship with CAPK, Blue Shield has reduced the renewal to 6.3% or $365,083 annually.
- The HRA arrangement that helps employees fund the 40% coinsurance will continue for 2021 with an estimated annual cost of $66,900.
- The UCCI Dental plans will renew at the same rates with a two-year rate guarantee for 2021. The next renewal will be January 1, 2023.
- The Hartford Basic and Supplemental Life and AD&D, STD and LTD were to renew January 1, 2021. We were able to negotiate an extension on the rates to January 1, 2022 to align with the Worksite Benefits (Accident and Hospital Indemnity).
- CAPK implemented a wellness program for 2020 which provides a $100 award for any CAPK employee that obtains a preventive care examination during the year. Due to the current circumstances (COVID-19) the program has been extended to March 31, 2021. Through September 30th, 27 employees have completed the registration and consent form and of those, 21 have completed the physician form.
- CAPK extended the EAP benefit to all employees during 2020. This enhanced benefit will be continued for 2021.
- CAPK is looking to add Flexible Spending Accounts in 2021. This will allow employees to set pre-tax funds aside to pay for out-out of pocket health care expenses as well as dependent care expenses.

Employee Contributions

- CAPK shares health plan costs with employees by funding 70% to 78% of the costs – depending on family tier. Based on this formula, employee costs will increase slightly for 2021.
- Historically, the vision plan has been offered on a bundled basis with medical coverage. For 2021, CAPK will split this election to allow employees to select medical and vision coverage independently.

Overall Totals

- The total impact of the renewal from Blue Shield, UCCI, EyeMed and The Hartford is an annual increase of $365,083 or 6.0%.
- The net impact to CAPK of the final renewal after employee contributions are considered, is an increase of 6.1% or $267,802

2021 Negotiated Renewal
Rollup

Carriers	Current	Renewal	Negotiated Renewal
Medical	Blue Shield	Blue Shield	**Blue Shield**
HRA	Health Equity	Health Equity	Health Equity
Dental	United Concordia	United Concordia	United Concordia
Vision	EyeMed	EyeMed	EyeMed
Life / AD&D	Hartford	Hartford	Hartford
Voluntary Life / AD&D	Hartford	Hartford	Hartford
Short Term Disability	Hartford	Hartford	Hartford
Long Term Disability	Hartford	Hartford	Hartford
Total Annual Cost			
Medical	$5,686,858	$6,451,770	**$6,051,940**
HRA @ 20%	$66,900	$66,900	$66,900
Dental	$198,145	$198,145	$198,145
Vision	$42,117	$42,117	$42,117
Life / AD&D	$45,397	$45,397	$45,397
Short Term Disability	$2,875	$2,875	$2,875
Long Term Disability	$15,918	$15,918	$15,918
Annual Total	**$6,058,209**	**$6,823,121**	**$6,423,291**
Change from Current		$764,912	$365,083
Percentage Change		12.6%	6.0%

Executive Summary – Medical RFP

Medical Marketing Process

- To assist the negotiation and to be responsive to the budget needs of CAPK, USI has conducted an RFP for the CAPK medical plan. We have received several attractive offers from quality insurance companies.
  - Aetna offers a similar HMO program to Blue Shield with an HMO option that features Dignity Health in Bakersfield (Aetna Value Network (AVN)). Aetna also offers a broader network option at a higher cost. The financial impact of the Aetna offer produces annual premium slightly below current costs and includes a 1-month premium holiday worth approximately $474,552. Aetna also included first year renewal rate guarantees and a ½-month premium credit for 2022.
  - Anthem also offered a compelling medical quote but the CAPK team determined that the offer from Aetna was more compelling financially and is a better fit for the participating employees.
  - USI also received an uncompetitive quote from Kaiser (15% over current costs) as well as declinations from United Healthcare, CIGNA and HealthNet.
- Aetna offers an additional 2% discount if the Dental plan is packaged with the medical program.
- The CAPK team recommends that CAPK move both the medical and dental plans to Aetna in 2021.
  - The total 2021employee benefit plan costs with the change to Aetna result in a decrease of 9.5% or $547,025
  - The change to Aetna will reduce employee costs slightly. Furthermore, the CAPK team suggests that employees not be charged for health plan costs for 1 month in early 2021. The impact to employees is a reduction in annual employee costs of $148,794.
  - The net CAPK cost impact for 2021 is a reduction of 9.7% or $425,231.

2020 Medical Marketing Summary

Carrier	RFP Response	Responses
Medical		
Aetna	Quoted; Presented	Rates below current level with 2% Medical / Dental Bundle. 1-Month premium holiday in 2021. ½ month premium holiday in 2022. Overall impact is 9.5% below current costs in 2021.
Anthem Blue Cross	Quoted; Presented	Select/Full HMO Networks – 6.2% below current
Cigna	Declined to Quote - Not Competitive	
HealthNet	Quoted; Not presented	18% over current
Kaiser Permanente	Quoted; Not presented	10% over current
United Healthcare	Declined to Quote - Not Competitive	

Summary of Aetna Offer

- Aetna quoted the AVN (Value Network) and Full Network with annual premium below current costs.
- The Aetna AVN provider network includes Dignity Health/GemCare (Bakersfield) and Hill Physicians (Stockton)
- Employee disruption with this option is minimal as nearly all current healthcare providers are included in the Aetna HMO network.

TRIO vs. Aetna	Covered Members	Matched with Aetna	Unmatched with Aetna	Match %
Aetna Value Network	902	899	3	99.9%
Aetna Full Network	902	901	1	99.6%

- The benefit plan quoted by Aetna is nearly identical to the benefits currently in place for CAPK with Blue Shield.
- Aetna's offer includes a 1-month premium credit (approximately $474,552) for 2021
- Aetna will reduce the medical premiums by 2% for 2021 if the medical and dental are packaged for 2021. The Aetna dental offer is competitive and includes an increase in dental providers for the popular DHMO program.
- Also includes a ½-month premium credit for 2022 renewal (amount TBD).
- First year renewal rate caps are included as follows:
  - AVN HMO – 10.9%
  - Full HMO – 12.9%
  - OAMC (HDHP) – 14.9%
  - Dental Plans – 8%

2021 Renewal
Aetna Medical & Dental Options

Carriers	Current	Negotiated Renewal	Option 1 + Bundling
Medical	Blue Shield	**Blue Shield**	**Aetna**
HRA	Health Equity	Health Equity	Health Equity
Dental	United Concordia	United Concordia	**Aetna**
Vision	EyeMed	EyeMed	EyeMed
Life / AD&D	Hartford	Hartford	Hartford
Voluntary Life / AD&D	Hartford	Hartford	Hartford
Short Term Disability	Hartford	Hartford	Hartford
Long Term Disability	Hartford	Hartford	Hartford
Total Annual Cost			
Medical	$5,686,858	**$6,051,940**	**$5,580,729**
HRA @ 20%	$66,900	$66,900	$66,900
Dental	$198,145	$198,145	**$213,064**
Vision	$42,117	$42,117	$42,117
Life / AD&D	$45,397	$45,397	$45,397
Short Term Disability	$2,875	$2,875	$2,875
Long Term Disability	$15,918	$15,918	$15,918
Annual Total	**$6,058,209**	**$6,423,291**	**$5,967,000**
Change from Current		$365,083	-$91,209
Percentage Change		6.0%	-1.5%
1 -Month Premium Credit – Med			-$465,061
1 -Month Premium Credit - Dent			-$17,755
Annual Total	**$6,058,209**	**$6,423,291**	**$5,484,184**
Change from Current		$365,083	-$574,025
Percentage Change		6.0%	-9.5%
Employee Costs (M+D+V)	**$1,652,405**	**$1,749,685**	**$1,503,611**
Net CAPK Costs	**$4,405,804**	**$4,673,606**	**$3,980,573**
Change from Current		$267,802	-$425,231
Percentage Change		6.1%	-9.7%

2021 Blue Shield Medical Renewal Contributions

	Enroll	Current Total	Current ER Cost	Current ER %	Current EE Cost	Current EE %	Current EE PPP	Negotiated Renewal Total	Negotiated Renewal ER Cost	Negotiated Renewal ER %	Negotiated Renewal EE Cost	Negotiated Renewal EE %	Negotiated Renewal EE PPP	Negotiated Renewal *$ EE Change*
Blue Shield TRIO HMO							**Semi-Monthly**						**Semi-Monthly**	
Employee	261	$583.06	$442.27	76%	$140.79	24%	$70.40	$620.49	$470.66	76%	$149.83	24%	$74.91	*$9.04*
Employee + Spouse	55	$1,282.76	$936.38	73%	$346.38	27%	$173.19	$1,365.11	$996.49	73%	$368.62	27%	$184.31	*$22.24*
Employee + Child	28	$1,282.76	$936.38	73%	$346.38	27%	$173.19	$1,365.11	$996.49	73%	$368.62	27%	$184.31	*$22.24*
Employee + Spouse & Child(ren)	108	$1,661.71	$1,213.58	73%	$448.13	27%	$224.07	$1,768.39	$1,291.49	73%	$476.90	27%	$238.45	*$28.77*
Annual Subtotal	**452**	**$5,257,349**	**$3,890,624**	**74%**	**$1,366,725**	**26%**		**$5,594,858**	**$4,140,392**	**74%**	**$1,454,466**	**26%**		
Change from Current								$337,509	$249,768		$87,740			
Percentage Change								6.4%	6.4%		6.4%			
Blue Shield Access+ HMO							**Semi-Monthly**						**Semi-Monthly**	
Employee	14	$758.92	$443.16	58%	$315.76	42%	$157.88	$807.64	$470.66	58%	$336.98	42%	$168.49	*$21.22*
Employee + Spouse	3	$1,669.62	$938.23	56%	$731.39	44%	$365.70	$1,776.81	$996.49	56%	$780.32	44%	$390.16	*$48.93*
Employee + Child	0	$1,669.62	$938.23	56%	$731.39	44%	$365.70	$1,776.81	$996.49	56%	$780.32	44%	$390.16	*$48.93*
Employee + Spouse & Child(ren)	3	$2,162.85	$1,215.99	56%	$946.86	44%	$473.43	$2,301.70	$1,291.49	56%	$1,010.21	44%	$505.10	*$63.35*
Annual Subtotal	**20**	**$265,467**	**$152,003**	**57%**	**$113,465**	**43%**		**$282,510**	**$161,439**	**57%**	**$121,071**	**43%**		
Change from Current								$17,042	$9,436		$7,607			
Percentage Change								6.4%	6.2%		6.7%			
Blue Shield HDHP							**Semi-Monthly**						**Semi-Monthly**	
Employee	9	$808.86	$668.07	83%	$140.79	17%	$70.40	$860.79	$710.96	83%	$149.83	17%	$74.91	*$9.04*
Employee + Spouse	0	$1,779.39	$1,433.01	81%	$346.38	19%	$173.19	$1,893.63	$1,525.01	81%	$368.62	19%	$184.31	*$22.24*
Employee + Child	1	$1,779.39	$1,433.01	81%	$346.38	19%	$173.19	$1,893.63	$1,525.01	81%	$368.62	19%	$184.31	*$22.24*
Employee + Spouse & Child(ren)	2	$2,305.48	$1,857.35	81%	$448.13	19%	$224.07	$2,453.49	$1,976.59	81%	$476.90	19%	$238.45	*$28.77*
Annual Subtotal	**12**	**$164,041**	**$133,924**	**82%**	**$30,117**	**18%**		**$174,573**	**$142,522**	**82%**	**$32,050**	**18%**		
Change from Current								$10,532	$8,598		$1,933			
Percentage Change								6.4%	6.4%		6.4%			
Total Annual Premium	**484**	**$5,686,858**	**$4,176,551**	**73%**	**$1,510,307**	**27%**		**$6,051,940**	**$4,444,353**	**73%**	**$1,607,587**	**27%**		
Change from Current								$365,083	$267,802		$97,280			
Percentage Change								6.4%	6.4%		6.4%			

2021 Aetna Medical Contributions

	Enroll	Total	ER Cost	ER %	EE Cost	EE %	Current EE PPP	Aetna Rates (bundled with Dental) Total	ER Cost	ER %	EE Cost	EE %	EE PPP	*$ EE Change*
Blue Shield TRIO HMO							**Semi-Monthly**						**Semi-Monthly**	
Employee	261	$583.06	$442.27	76%	$140.79	24%	$70.40	$571.87	$433.78	76%	$138.09	24%	$69.04	*-$2.70*
Employee + Spouse	55	$1,282.76	$936.38	73%	$346.38	27%	$173.19	$1,258.13	$918.40	73%	$339.73	27%	$169.87	*-$6.65*
Employee + Child	28	$1,282.76	$936.38	73%	$346.38	27%	$173.19	$1,258.13	$918.40	73%	$339.73	27%	$169.87	*-$6.65*
Employee + Spouse & Child(ren)	108	$1,661.71	$1,213.58	73%	$448.13	27%	$224.07	$1,629.81	$1,190.28	73%	$439.53	27%	$219.76	*-$8.60*
Annual Subtotal	**452**	**$5,257,349**	**$3,890,624**	**74%**	**$1,366,725**	**26%**		**$5,156,428**	**$3,815,938**	**74%**	**$1,340,489**	**26%**		
Change from Current								-$100,921	-$74,685		-$26,236			
Percentage Change								-1.9%	-1.9%		-1.9%			
Blue Shield Access+ HMO							**Semi-Monthly**						**Semi-Monthly**	
Employee	14	$758.92	$443.16	58%	$315.76	42%	$157.88	$791.49	$462.18	58%	$329.31	42%	$164.66	*$13.55*
Employee + Spouse	3	$1,669.62	$938.23	56%	$731.39	44%	$365.70	$1,741.26	$978.49	56%	$762.77	44%	$381.39	*$31.38*
Employee + Child	0	$1,669.62	$938.23	56%	$731.39	44%	$365.70	$1,741.26	$978.49	56%	$762.77	44%	$381.39	*$31.38*
Employee + Spouse & Child(ren)	3	$2,162.85	$1,215.99	56%	$946.86	44%	$473.43	$2,255.66	$1,268.17	56%	$987.49	44%	$493.74	*$40.63*
Annual Subtotal	**20**	**$265,467**	**$152,003**	**57%**	**$113,465**	**43%**		**$276,859**	**$158,525**	**57%**	**$118,334**	**43%**		
Change from Current								$11,391	$6,523		$4,869			
Percentage Change								4.3%	4.3%		4.3%			
Blue Shield HDHP							**Semi-Monthly**						**Semi-Monthly**	
Employee	9	$808.86	$668.07	83%	$140.79	17%	$70.40	$727.01	$588.93	81%	$138.09	19%	$69.04	*-$2.70*
Employee + Spouse	0	$1,779.39	$1,433.01	81%	$346.38	19%	$173.19	$1,599.34	$1,259.61	79%	$339.73	21%	$169.87	*-$6.65*
Employee + Child	1	$1,779.39	$1,433.01	81%	$346.38	19%	$173.19	$1,599.34	$1,259.61	79%	$339.73	21%	$169.87	*-$6.65*
Employee + Spouse & Child(ren)	2	$2,305.48	$1,857.35	81%	$448.13	19%	$224.07	$2,072.20	$1,632.67	79%	$439.53	21%	$219.76	*-$8.60*
Annual Subtotal	**12**	**$164,041**	**$133,924**	**82%**	**$30,117**	**18%**		**$147,442**	**$117,903**	**80%**	**$29,539**	**20%**		
Change from Current								-$16,599	-$16,021		-$578			
Percentage Change								-10.1%	-12.0%		-1.9%			
Total Annual Premium	**484**	**$5,686,858**	**$4,176,551**	**73%**	**$1,510,307**	**27%**		**$5,580,729**	**$4,092,367**	**73%**	**$1,488,362**	**27%**		
Less Employee Premium Holiday								**-$465,061**	**-$341,031**		**-$124,030**			
Adjusted Employee Totals								**$5,115,668**	**$3,751,337**	**73%**	**$1,364,331**	**27%**		
Change from Current								-$571,190	-$425,214		-$145,976			
Percentage Change								-10.0%	-10.2%		-9.7%			

2021 Dental Renewal Contributions

	Enroll	Current/Renewal Total	ER Cost	ER %	EE Cost	EE%	EE PPP	Aetna Total	ER Cost	ER %	EE Cost	EE%	EE PPP $ EE Change
Dental DHMO							**Semi-Monthly**						**Semi-Monthly**
Employee	204	$11.35	$3.55	31%	$7.80	69%	$3.90	$13.08	$4.09	31%	$8.99	69%	$4.49 $0.59
Employee + Spouse	55	$21.02	$9.26	44%	$11.76	56%	$5.88	$24.22	$10.67	44%	$13.55	56%	$6.78 $0.90
Employee + Child	34	$21.02	$9.26	44%	$11.76	56%	$5.88	$24.22	$10.67	44%	$13.55	56%	$6.78 $0.90
Employee + Family	131	$34.60	$15.40	45%	$19.20	55%	$9.60	$39.24	$17.47	45%	$21.77	55%	$10.89 $1.29
Annual Subtotal	**424**	**$104,625**	**$42,789**	**41%**	**$61,836**	**59%**		**$119,572**	**$48,866**	**41%**	**$70,707**	**59%**	
Change from Current								$14,947	$6,077		$8,870		
Percentage Change								14.3%	14.2%		14.3%		
Dental PPO													
Employee	69	$36.58	$7.98	22%	$28.60	78%	$14.30	$36.57	$7.98	22%	$28.59	78%	$14.30 $0.00
Employee + Spouse	24	$70.75	$22.67	32%	$48.08	68%	$24.04	$70.73	$22.66	32%	$48.07	68%	$24.03 -$0.01
Employee + Child	10	$70.75	$22.67	32%	$48.08	68%	$24.04	$70.73	$22.66	32%	$48.07	68%	$24.03 -$0.01
Employee + Family	29	$98.75	$23.91	24%	$74.84	76%	$37.42	$98.72	$23.90	24%	$74.82	76%	$37.41 -$0.01
Annual Subtotal	**132**	**$93,519**	**$24,177**	**26%**	**$69,342**	**74%**		**$93,492**	**$24,171**	**26%**	**$69,322**	**74%**	
Change from Current								-$27	-$7		-$20		
Percentage Change								0.0%	0.0%		0.0%		
Annual Total	**556**	**$198,145**	**$66,966**	**34%**	**$131,178**	**66%**		**$213,064**	**$73,036**	**34%**	**$140,028**	**66%**	
Less Employee Premium Holiday		**$0**	**$0**		**$0**			**-$17,755**	**-$6,086**		**-$11,669**		
Adjusted Annual Totals		**$198,145**	**$66,966**	**34%**	**$131,178**	**66%**		**$195,309**	**$66,950**	**34%**	**$128,359**	**66%**	
Change from Current		$0	$0	$0	$0			-$2,836	-$17		-$2,819		
Percentage Change		0.0%	0.0%	0.0%	0.0%			-1.4%	0.0%		-2.1%		

2021 EyeMed Vision Contributions

	Enroll	Total	ER Cost	ER %	EE Cost	EE %	Current EE PPP
EyeMed							**Semi-Monthly**
Employee	284	$4.59	$3.48	76%	$1.11	24%	$0.55
Employee + Spouse	58	$8.72	$6.37	73%	$2.35	27%	$1.18
Employee + Child	29	$8.72	$6.37	73%	$2.35	27%	$1.18
Employee + Spouse & Child(ren)	113	$12.81	$9.32	73%	$3.49	27%	$1.74
Total Annual Premium	**484**	**$42,117**	**$31,151**	**74%**	**$10,966**	**26%**	













Coverage Additions for 2021

2021 Flexible Spending Account Review

	Option 1	Option 2
Administrator	**Health Equity FSA**	**Pay Flex FSA**
Flexible Spending Accounts (FSA)		
Monthly Minimum Fee	N/A	$150
PPPM Fee- HCFSA	$3.45	$3.25
PPPM Fee- DCFSA	$3.45	$3.25
Rate Guarantee	2 years	3 years

Notes: This exhibit is intended as a brief comparison of benefits and does not include all benefits, exclusions or limitations.

Standard	**Health Equity**	**Pay Flex**
Dedicated Account Manager	Yes	Yes
FSA Plan Doc and SPD	Included	Included
Implementation Timeframe	30 days - Standard 60-90 days - EDI File	-
Additional Items **(If applicable, but not limited to. Additional fees may apply.)**		
Implementation/Renewal Fee	$250/$250	Waived
Open Enrollment	Included	Meeting On-Site in 2021 - $500 per day; No charge for Webinars.
EDI Fee	Standard Format Included	Included
Co-branded Debit Card	$2,000 setup fee for thermal logo on card	$150 per hour
Non-discrimination testing	1 round of standard testing included $600 p/ additional or enhanced test	TBD based on requirements
Debit Cards	First 3 cards included $5 per additional card	Standard Debit Card Included













Appendix: Rates & Benefits

2021 Medical/Vision Renewal

Rates & Total Cost	Enr-Jun 2020	Current (2020) Blue Shield	Current (2020) EyeMed	Current (2020) Total	Negotiated (2021) Blue Shield	Negotiated (2021) EyeMed	Negotiated (2021) Total
Blue Shield Trio HMO							
Employee	261	$583.06	$4.59	$587.65	$620.49	$4.59	$625.08
Employee + Spouse	55	$1,282.76	$8.72	$1,291.48	$1,365.11	$8.72	$1,373.83
Employee + Child	28	$1,282.76	$8.72	$1,291.48	$1,365.11	$8.72	$1,373.83
Employee + Spouse & Child(ren)	108	$1,667.71	$12.81	$1,680.52	$1,768.39	$12.81	$1,781.20
Annual Premium	**452**	**$5,265,125**	**$39,663**	**$5,304,788**	**$5,594,858**	**$39,663**	**$5,634,520**
Change from Current					**$329,733**	**$0**	**$329,733**
Percentage Change					**6.3%**	**0.0%**	**6.2%**
Blue Shield Access+ HMO							
Employee	14	$758.92	$4.59	$763.51	$807.64	$4.59	$812.23
Employee + Spouse	3	$1,669.62	$8.72	$1,678.34	$1,776.81	$8.72	$1,785.53
Employee + Child	0	$1,669.62	$8.72	$1,678.34	$1,776.81	$8.72	$1,785.53
Employee + Spouse & Child(ren)	3	$2,162.85	$12.81	$2,175.66	$2,301.70	$12.81	$2,314.51
Annual Premium	**20**	**$265,467**	**$1,546**	**$267,014**	**$282,510**	**$1,546**	**$284,056**
Change from Current					**$17,042**	**$0**	**$17,042**
Percentage Change					**6.4%**	**0.0%**	**6.4%**
Blue Shield HDHP/HSA (PPO)							
Employee	9	$808.86	$4.59	$813.45	$860.79	$4.59	$865.38
Employee + Spouse	0	$1,779.39	$8.72	$1,788.11	$1,893.63	$8.72	$1,902.35
Employee + Child	1	$1,779.39	$8.72	$1,788.11	$1,893.63	$8.72	$1,902.35
Employee + Spouse & Child(ren)	2	$2,305.48	$12.81	$2,318.29	$2,453.49	$12.81	$2,466.30
Annual Premium	**12**	**$164,041**	**$908**	**$164,949**	**$174,573**	**$908**	**$175,480**
Change from Current					**$10,532**	**$0**	**$10,532**
Percentage Change					**6.4%**	**0.0%**	**6.4%**
Total Annual Premium	**484**	**$5,694,634**	**$42,117**	**$5,736,750**	**$6,051,940**	**$42,117**	**$6,094,057**
Change from Current					**$357,307**	**$0**	**$357,307**
Percentage Change					**6.3%**	**0.0%**	**6.2%**

2020 Medical/Vision Marketing Options

Aetna Option (with dental bundling discount)

Rates & Total Cost	Enr-Jun 2020	Current (2020) Blue Shield	Current (2020) EyeMed	Current (2020) Total	Negotiated (2021) Blue Shield	Negotiated (2021) EyeMed	Negotiated (2021) Total	Aetna Option (2021) with Dental Aetna	Aetna Option (2021) with Dental EyeMed	Aetna Option (2021) with Dental Total
Blue Shield Trio HMO								**Value Network HMO**		
Employee	261	$583.06	$4.59	$587.65	$620.49	$4.59	$625.08	$571.87	$4.59	$576.46
Employee + Spouse	55	$1,282.76	$8.72	$1,291.48	$1,365.11	$8.72	$1,373.83	$1,258.13	$8.72	$1,266.85
Employee + Child	28	$1,282.76	$8.72	$1,291.48	$1,365.11	$8.72	$1,373.83	$1,258.13	$8.72	$1,266.85
Employee + Spouse & Child(ren)	108	$1,661.71	$12.81	$1,674.52	$1,768.39	$12.81	$1,781.20	$1,629.81	$12.81	$1,642.62
Annual Premium	**452**	**$5,257,349**	**$39,663**	**$5,297,012**	**$5,594,858**	**$39,663**	**$5,634,520**	**$5,156,428**	**$39,663**	**$5,196,090**
Change from Current					**$337,509**	**$0**	**$337,509**	**($100,921)**	**$0**	**-$100,921**
Percentage Change					**6.4%**	**0.0%**	**6.4%**	**-1.9%**	**0.0%**	**-1.9%**
Blue Shield Access+ HMO								**Full HMO**		
Employee	14	$758.92	$4.59	$763.51	$807.64	$4.59	$812.23	$791.49	$4.59	$796.08
Employee + Spouse	3	$1,669.62	$8.72	$1,678.34	$1,776.81	$8.72	$1,785.53	$1,741.26	$8.72	$1,749.98
Employee + Child	0	$1,669.62	$8.72	$1,678.34	$1,776.81	$8.72	$1,785.53	$1,741.26	$8.72	$1,749.98
Employee + Spouse & Child(ren)	3	$2,162.85	$12.81	$2,175.66	$2,301.70	$12.81	$2,314.51	$2,255.66	$12.81	$2,268.47
Annual Premium	**20**	**$265,467**	**$1,546**	**$267,014**	**$282,510**	**$1,546**	**$284,056**	**$276,859**	**$1,546**	**$278,405**
Change from Current					**$17,042**	**$0**	**$17,042**	**$11,391**	**$0**	**$11,391**
Percentage Change					**6.4%**	**0.0%**	**6.4%**	**4.3%**	**0.0%**	**4.3%**
Blue Shield HDHP/HSA (PPO)								**OAMC POS HDHP**		
Employee	9	$808.86	$4.59	$813.45	$860.79	$4.59	$865.38	$727.01	$4.59	$731.60
Employee + Spouse	0	$1,779.39	$8.72	$1,788.11	$1,893.63	$8.72	$1,902.35	$1,599.34	$8.72	$1,608.06
Employee + Child	1	$1,779.39	$8.72	$1,788.11	$1,893.63	$8.72	$1,902.35	$1,599.34	$8.72	$1,608.06
Employee + Spouse & Child(ren)	2	$2,305.48	$12.81	$2,318.29	$2,453.49	$12.81	$2,466.30	$2,072.20	$12.81	$2,085.01
Annual Premium	**12**	**$164,041**	**$908**	**$164,949**	**$174,573**	**$908**	**$175,480**	**$147,442**	**$908**	**$148,350**
Change from Current					**$10,532**	**$0**	**$10,532**	**($16,599)**	**$0**	**-$16,599**
Percentage Change					**6.4%**	**0.0%**	**6.4%**	**-10.1%**	**0.0%**	**-10.1%**
Total Annual Premium	**484**	**$5,686,858**	**$42,117**	**$5,728,974**	**$6,051,940**	**$42,117**	**$6,094,057**	**$5,580,729**	**$42,117**	**$5,622,846**
Change from Current					**$365,083**	**$0**	**$365,083**	**-$106,129**	**$0**	**-$106,129**
Percentage Change					**6.4%**	**0.0%**	**6.4%**	**-1.9%**	**0.0%**	**-1.9%**
Premium Credit - Aetna - 1%								**$465,061**		
Total Annual Premium	**484**	**$5,686,858**	**$42,117**	**$5,728,974**	**$6,051,940**	**$42,117**	**$6,094,057**	**$5,115,668**	**$42,117**	**$5,157,785**
Change from Current					**$365,083**	**$0**	**$365,083**	**-$571,190**	**$0**	**-$571,190**
Percentage Change					**6.4%**	**0.0%**	**6.4%**	**-10.0%**	**0.0%**	**-10.0%**

2021 Dental Renewal and Options

Rates & Total Cost	Enr-Jun 2020	Current (2020) UCCI	Renewal (2021) UCCI	Option (2021) Aetna*
DHMO				
Employee	204	$11.35	$11.35	$13.08
Employee + 1	89	$21.02	$21.02	$24.22
Employee + 2 or More	131	$34.60	$34.60	$39.24
Annual Premium	**424**	**$104,625**	**$104,625**	**$119,572**
Change from Current			**$0**	**$14,947**
Percentage Change			**0.0%**	**14.3%**
DPPO				
Employee	69	$36.58	$36.58	$36.57
Employee + 1	34	$70.75	$70.75	$70.73
Employee + 2 or More	29	$98.75	$98.75	$98.72
Annual Premium	**132**	**$93,519**	**$93,519**	**$93,492**
Change from Current			**$0**	**-$27**
Percentage Change			**0.0%**	**0.0%**
Total Annual Premium	**556**	**$198,145**	**$198,145**	**$213,064**
Change from Current			**$0**	**$14,920**
Percentage Change			**0.0%**	**7.5%**
1-month premium credit				**$17,755**
Total Annual Premium	**556**	**$198,145**	**$198,145**	**$198,145**
Change from Current			**$0**	**$0**
Percentage Change			**0.0%**	**0.0%**
1% bundling discount (off medical)				
2% bundling discount (off medical)				**-111,615**

* Aetna provided a 2nd year rate cap of 8%

2021 Renewal Review
HRA

		Blue Shield of CA
	Census	Current
HRA Account Value		
Employee	275	$500
Employee + Spouse	58	$1,000
Employee + Child	28	$1,000
Employee + Spouse & Child(ren)	111	$1,000
Annual Maximum HRA Value	472	$334,500
PEPY		$709
Expected Utilizaiton		20%
Expected Annual HRA Cost	472	$66,900
PEPY		$142
Budget Cost for HRA		
Expected Costs	472	$66,900
HRA Accrual Rates		
Employee	275	$7.14
Employee + Spouse	58	$15.70
Employee + Child	28	$15.70
Employee + Spouse & Child(ren)	111	$20.36
Annual Total	472	$66,900
TOTAL PAID		as of September 11, 2020 $46,704.89

PY 2018 paid - $27,221
PY 2019 paid - $66,697

2021 Medical HMO Benefit Review

Benefit Outline	Current Base / Buy-up	Negotiated Renewal Base / Buy-up	Aetna Base / Buy-up
Carrier	Blue Shield of California	Blue Shield of California	**Aetna**
Plan Type, Name, Network	Medical HMO Trio ACO Network Access+ Network	Medical HMO Trio ACO Network Access+ Network	**Medical HMO** **Value Network** **Full HMO Network**
Deductible (Individual / Family)	$0 / $0	$0 / $0	$0 / $0
Deductible Embedded / Non-Embedded	Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	$2,000 / $4,000	$2,000 / $4,000	$2,000 / $4,000
Annual HRA Contribution (Individual / Family)	$500 / $1,000	$500 / $1,000	$500 / $1,000
Coinsurance (In / Out)	60%	60%	60%
Wellness / Preventive Care	100%	100%	100%
Primary Care Office Visit	$35 copay	$35 copay	$35 copay
Specialist Office Visit	$35 copay / $40 copay (self referral)	$35 copay / $40 copay (self referral)	**$35 AVN / $40 copay**
Chiro (rider)	$10 copay (30 visits per CY)	$10 copay (30 visits per CY)	**$15 copay (20 visits PY)**
Walk-In / Urgent Care Visit	$35 copay	$35 copay	$35 copay
Emergency Room	$200 copay	$200 copay	$200 copay
Outpatient Lab / X-Ray	$35 copay	$35 copay	**90%**
Complex Imaging (MRI, CAT, PET, et.al.)	$35 copay	$35 copay	**90%**
Outpatient Surgical Facility	60%	60%	60%
Inpatient Hospital Facility	60%	60%	60%
Retail Prescription Drug Copays	$15 / $30 / $45	$15 / $30 / $45	**$15 / $30 / $50**
Mail Order Prescription Drug Copays	$30 / $60 / $90	$30 / $60 / $90	**$30 / $60 / $100**
Specialty Prescription Drugs	20% to $200	**20% to $250**	**Based on tier**

2021 Medical PPO Benefit Review

Benefit Outline	Current	Negotiated Renewal	Aetna
Carrier	Blue Shield of California	Blue Shield of California	**Aetna**
Plan Type, Name, Network	Medical PPO HDHP (HSA) Savings 1500/2800/3000 Full PPO Network	Medical PPO HDHP (HSA) Savings 1500/2800/3000 Full PPO Network	**OAMC POS HDHP** **Full PPO Network**
Deductible (Individual / Family)	$1,500 / $2,800 / $3,000	$1,500 / $2,800 / $3,000	$1,500 / $2,800 / $3,000
Deductible Embedded / Non-Embedded	Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	$3,000 / $6,000	$3,000 / $6,000	$3,000 / $6,000
Coinsurance	90%	90%	90%
Wellness / Preventive Care	100%	100%	100%
Primary Care Office Visit	90% after ded	90% after ded	90% after ded
Specialist Office Visit	90% after ded	90% after ded	90% after ded
Chiro	90% after ded	90% after ded	90% after ded
Walk-In / Urgent Care Visit	90% after ded	90% after ded	90% after ded
Emergency Room	$100 copay + 90% after ded	$100 copay + 90% after ded	**90% after ded**
Outpatient Lab / X-Ray	90% after ded	90% after ded	90% after ded
Complex Imaging (MRI, CAT, PET, et.al.)	90% after ded	90% after ded	90% after ded
Outpatient Surgical Facility	90% after ded	90% after ded	90% after ded
Inpatient Hospital Facility	$100 copay + 90% after ded	$100 copay + 90% after ded	**90% after ded**
Retail Prescription Drug Copays	$10 / $25 / $40 plan ded applies	$10 / $25 / $40 plan ded applies	**$10 / $30 / $50** **plan ded applies**
Mail Order Prescription Drug Copays	$20 / $50 / $80 plan ded applies	$20 / $50 / $80 plan ded applies	**$20 / $60 / $100** **plan ded applies**
Specialty Prescription Drugs	30% to $200 plan ded applies	**30% to $250** **plan ded applies**	**30% to $250** **plan ded applies**
Non-Network			
Deductible (Individual / Family)	Combined with In-Network	Combined with In-Network	**$2,800 / $5,600**
OOP Max (Individual / Family)	$6,000 / $12,000	$6,000 / $12,000	$8,000 / $16,000
Coinsurance	60%	60%	**70%**

2021 Dental HMO Benefit Review

Benefit Outline	Current	Renewal	Option 1
Carrier	United Concordia	United Concordia	**Aetna**
Plan Type	DHMO	DHMO	DHMO
Office Visit Copay	$0	$0	$0
D0120 Periodic Oral Eval.	No Charge	No Charge	No Charge
D1110 Prophylaxis - Adult (Cleaning)	No Charge	No Charge	No Charge
D1120 Prophylaxis - Child (Cleaning)	No Charge	No Charge	No Charge
D2330 Composite Filling - Anterior	$15.00	$15.00	**$20.00**
D2391 Composite Filling - Posterior	$85.00	$85.00	**$35.00**
D2750 Crown - Porcelain Fused to Metal	$175.00	$175.00	$175.00
D3330 Endodontic Therapy - Molar	$110.00	$110.00	**$180.00**
D4341 Periodontal Scaling & Planing	$30.00	$30.00	**$35.00**
D7210 Removal of Erupted Tooth	$20.00	$20.00	$20.00
D8080 Comprehensive Ortho. - Child	$1,500.00	$1,500.00	**$2,000.00**
D8090 Comprehensive Ortho. - Adult	$2,000.00	$2,000.00	$2,000.00
Rate Guarantee	Until 1/1/2021	**Until 1/1/2023**	**Until 1/1/2022**

2021 Dental PPO Benefit Review

Benefit Outline	Current	Renewal	Option 1
Carrier	United Concordia	**United Concordia**	**Aetna**
Plan Type	PPO	PPO	PPO
Deductible (Individual / Family)	$50 / $150	$50 / $150	$50 / $150
Waived For Preventive	Yes	Yes	Yes
Annual Maximum	$1,000	$1,000	$1,000
Max Rollover	Not Included	Not Included	Not Included
Preventive Services	100%	100%	100%
Basic Services	80%	80%	80%
Major Services	50%	50%	50%
Endodontics / Periodontics	Basic	Basic	Basic
Implants	Major	Major	Major
Orthodontia	Not Covered	Not Covered	Not Covered
Eligibility	N/A	N/A	N/A
Lifetime Maximum	N/A	N/A	N/A
Waiting Periods (Prev. / Basic / Major)	0 / 0 / 0	0 / 0 / 0	0 / 0 / 0
Non-Network	MAC	MAC	**90th UCR**
Deductible (Individual / Family)	$75 / $225	$75 / $225	$75 / $225
Annual Maximum	$750	$750	$750
Prev. / Basic / Major	80% / 80% / 50%	80% / 80% / 50%	80% / 80% / 50%
Rate Guarantee	Until 1/1/2021	**Until 1/1/2023**	**Until 1/1/2022**



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MEMORANDUM

To: Board of Directors

From: Tracy Webster, Chief Financial Officer

Date: September 30, 2020

Subject: *Agenda Item VI(b)*: 2020 Employee Appreciation Plan – **Action Item**

Executive Summary:

CAPK Management is pleased to share with you this exciting new initiative to engage and demonstrate appreciation to staff. Due to the COVID-19 pandemic, CAPK staff have assumed greater responsibilities and an increased workload in response to new safety requirements. Simultaneously, the agency has expanded its reach into the community in response to the impact of COVID-19 in the local community. During the Shelter in Place order issued by Governor Newsom in March through June, many of CAPK's programs ramped up for increased services. CAPK staff often placed themselves at a higher risk for exposure during this time. Despite the hardships, staff adapted to new ways to serve the community while taking part in daily COVID screenings, wearing a face mask, and maintaining social distancing.

In previous years, staff have participated in a half-day staff development activity in December organized by their respective department leaders. These development days included team building activities and lunch. The purpose of these staff development days was for directors and managers to express their appreciation and celebrate the successes of the year. Unfortunately, the safety restrictions have made it unsafe for staff to gather during the month of December for a half-day of staff development although programs have budgeted for the expense this year.

In accordance with our Strategic Plan Objective 5.5, the benefits of this initiative will not only increase staff morale, but also help in retaining current staff members, affirms the commitment staff have made to CAPK, cultivates a stronger company culture, and incentivizes staff to continue contributing to the success of the agency.

Proposal:

CAPK Management is proposing several employee appreciation strategies to deploy at the end of 2020. These strategies include the following:

- Half-day holiday time on Wednesday, December 23, 2020
- Vouchers for turkeys to purchase in December
- Gift card dissemination of equal funds to all staff on Friday, December 11, 2020

Recommendation:

With your support, CAPK Management recommends the Board of Directors delegate authority to the Chief Executive Officer (CEO) to designate an appropriate 2020 Employee Appreciation recognition strategy in alignment with program and discretionary budgets. We look forward to sharing with you the strategies at a later date.

Attachment:

Proposed revised 2020 holiday schedule

Proposed
2020 Revised Holiday Schedule

Date	Holiday
Wednesday, January 1, 2020	New Year's Day
Monday, January 20, 2020	Martin Luther King Jr. Day
Monday, February 10, 2020	Lincoln's Birthday
Monday, February 17, 2020	President's Day
Monday, May 25, 2020	Memorial Day
Friday, July 3, 2020 (Observed)	Independence Day
Monday, September 7, 2020	Labor Day
Wednesday, November 11, 2020	Veteran's Day
Thursday, November 26, 2020	Thanksgiving Day
Friday, November 27, 2020	Day After Thanksgiving
Wednesday, December 23, 2020	Employee Appreciation (1/2 Day)
Thursday, December 24, 2020	Christmas Eve
Friday, December 25, 2020	Christmas Day
Thursday, December 31, 2020	New Year's Eve

Date	Holiday
Friday, January 1, 2021	New Year's Day

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner – Director of Operations

Date: September 30, 2020

Subject: *Agenda Item VI(c)*: Food Bank Expansion Planning Approval – **Action Item**

As the Board is aware there is an immediate need to expand the Food Bank facility to accommodate the growing needs in the community. The building currently operates a main office and warehouse facility totaling 23,000 square feet and three additional off-site leased warehouses totaling 15,200 square feet with a total monthly expense of $11,900 per month. To ensure that the needs are met and a "not-to-exceed" price for construction is achieved CAPK is seeking to engage with and Architect and Construction Manager at Risk (CMR). The procurement process for both have been completed and is outlined below. To finance the project CAPK is preparing for a capital campaign and seeking additional grant funds in addition to the $916,586 expected to be awarded through the Kern County CDBG program. In addition, due to low interest rates staff are seeking to explore financing options as outlined below.

Architectural Services

A request for qualifications was sent to 19 architectural firms and nine proposals were received of which seven were fully responsive. The request evaluates the firm based on qualifications and fee, where the fee was phased. Phase I, development of design and construction documents. Phase II, construction administration. Although the proposed CMR has not been issued a contract, the firm did agree to evaluate the architect proposals. As a result of the review IBI Group is the recommendation of staff. The firm has extensive experience with metal buildings and has worked with other non-profit organizations. Fees: Phase 1 $141,500; and Phase 2 $46,960.

Construction Manager at Risk Services

A request for qualifications was sent to 60 contractors and two proposal were received of which one was fully responsive. The request evaluates the firm based on qualifications and fee, where the fee was phased. Phase 1, development of design and construction documents. Phase 2, construction management. SC Anderson and Klassen Corporation attended the job walk and both confirmed that they would submit a proposal. SC Anderson had anticipated to propose but became too busy to consider the project. Klassen did submit a proposal but was found to be not fully responsive. Colombo Construction did submit a fully responsive proposal and their fees appear to be reasonable. Colombo construction is currently the CMR for the Head Start Expansion project and is performing well. Colombo as well originally constructed the Food Bank and completed the install of the walk-in refrigerator and freezer. The firm has extensive experience with metal buildings and has worked with other non-profit organizations. Fees: Phase 1 $20,000; and Phase 2 $300,000.

Financing Options

The project estimated cost is roughly $3 million with the final not to exceed cost established once the planning phase is complete. This amount will be used for seeking grant funds in addition to the County CDBG funding, donations and loan opportunities. Due to low interest rates securing a loan for the balance of the project $2 million will allow the project to be expedited and to be constructed to meet the needs of the program. Using an interest rate of 2.9% and amortized over a 20-year term the monthly payment is estimated at $11,450 per month. Currently the expense for leased warehouse space is $11,900 per month.

The alternative would be to construct within the funding expected from County CDBG in the amount of $916,586. Based on the current estimate it is anticipated that the demolition, structural concrete, metal building shell, and Fire Sprinkler system can be accomplished for the $916,586. The facility would be severely lacking in all other amenities, and site development. This option would see a higher degree of interruption and cost to complete in two phases. Considering the entire project and the needs of the facility and the community along with the low interest rates available staff recommends releasing a Request for Proposal to identify a loan vehicle that best fits the project. If approved staff will present the results at a subsequent Board meeting.

Staff believes that the recommendation for each service and the financing the balance of the project will lead to a successful project. With the experience identified In IBI Groups team and knowledge of metal buildings, along with Columbo Constructions experience and familiarity with the Food Bank the project will satisfy the needs of the program.

Recommendation:

Staff recommends the Board of Directors award contracts to IBI Group and Colombo Construction, and also authorizing staff to request proposals to seek financing options to be presented at a future meeting.

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner – Director of Operations

Date: September 30, 2020

Subject: *Agenda Item VI(c)*: Food Bank Expansion Planning Approval – **Action Item**

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Recommendation:

Staff recommends the Board of Directors award contracts to IBI Group and Colombo Construction, and also authorizing staff to request proposals to seek financing options to be presented at a future meeting.

Attachments:

Architectural Services
- Procurement Result Summary Form
- IBI Group Proposal
- Scoring Analysis
- Vendor List

Construction Manager at Risk Services
- Procurement Result Summary Form
- Colombo Construction Proposal
- Vendor List

COMMUNITY ACTION PARTNERSHIP OF KERN

PROCUREMENT RESULTS SUMMARY FORM

Requestor Information

REQUESTED BY:	Emilio Wagner	**PROGRAM/DEPARTMENT:**	Food Bank	**DATE:**	9/24/2020
CODING:					

Brief Description of Procurement:

RFP was issued July 3, 2020 seeking architectural services for CAPK Food Bank expansion.

Procurement Results:

	Vendor	Points awarded
1	IBI Group	75.00
2	SRK Architects	63.36
3	AP Architects	70.89
4	SC Architects	57.07

	Vendor	Amount
5	Ordiz Melby	66.20
6	Josh Cardenas Architects	53.87
7	Kollin Altomare	47.42
8		

Selection:

IBI Group	$188,460.00

Proposed Contract Term: _____ Aggregate Expenditure Over Term: $188,460.00

Selection Justification: (please use additional sheets as necessary)

Please see attached evaluation results of seven proposals received in response to an RFP that was issued seeking a qualified architect for an expansion at the CAPK Food Bank.

After careful review of all proposals, it is recommended that IBI Group be selected to perform the services based on the lowest price submitted for the work as well as the highest score on the evaluation criteria specified in the RFP.

Procurement Approval:

Business Manager	Date
Manager / Administrator (Up to $15,000/$25,000)	Date
Director / Chief Financial Officer (Up to $100,000/$125,000)	Date
Chief Executive Officer (Over$125,000)	Date

Business Services Use:

[X] Approved [ ] Not Approved

Board Approval Required:

Yes	X	No	

Date of Board Approval

Please attach this form to your Purchase Order Requisition

Revised: 9/1/2018

IBI GROUP



Request for Proposals RFQ No. 2020-001

Community Action Partnership of Kern Architectural Services for Food Bank

Submitted to **Community Action Partnership of Kern**
By **IBI Group**

August 5, 2020



IBI

Defining the cities of tomorrow
www.ibigroup.com

Bejo Seed Corporation Facility
Arroyo Grande, CA



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A

COVER LETTER

KERN CO. SUPT. OF SCHOOLS REPAIR FACILITY

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IBI Group
5500 Ming Avenue, Suite 155
Bakersfield, CA 93309

tel 661-836-4300
fax 661-836-4311
web www.ibigroup.com

August 5, 2020

Community Action Partnership of Kern (CAPK)
RFP No. Food Bank 2020-001
5005 Business Park North
Bakersfield, CA 93309

Attn: Business Services

Re: Request for Proposals (RFP) for Architectural Services

Dear Sir or Madam,

Thank you for this opportunity to submit our proposal for architectural services. We look forward to this opportunity to work with the Community Action Partnership of Kern on your Food Bank expansion project.

For 40+ years, IBI Group has been of service to Central Valley Communities by providing comprehensive design services. We have extensive experience working with clientele throughout California assisting clients in the planning, design and construction administration of new and existing facilities. This work includes a diverse list of civic projects, educational, healthcare buildings, and virtually all public sector project types. IBI Group wants to be part of the CAPK team. We have previously completed multiple projects for the Community Action Partnership of Kern, including unique and exciting projects. Whether a large or small project, IBI has the breadth of experience, depth of staff and commitment to providing quality facilities. We enjoy being part of a creative problem solving team, and we will work with CAPK to provide meaningful solutions and facilities that endure.

We understand your Food Bank expansion project will include Two Phases. **Phase 1**; Design Development, Construction Documents, and Bidding, as well as **Phase 2**; Construction Administration

Our high-performance team of Architects and support staff provides the relevant experience, expertise and service for your project. Your CAPK team will include Richard Mello, AIA and Joseph E. Clark, AIA, as well as our dedicated technical and support staff.

The cornerstone of IBI Group is managing projects with an integrated design-delivery approach that includes:

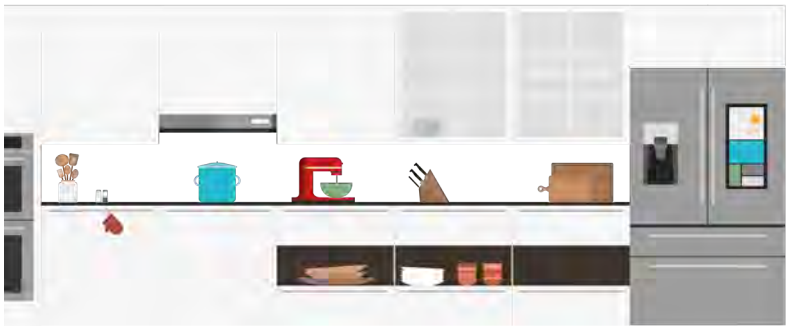
- Strong, proven team composed of senior-level, hands-on architects and consultants who are committed to finding solutions that achieve your goals;
- Inclusive team participation and feedback
- Creative design solutions that are innovative yet practical, maintainable and budget conscious;
- Skilled in working with stakeholders and key personnel facilitate inclusive understanding of the goals, process and decision-making;
- Communication and execution of the design, utilizing the latest available Revit and 3D technologies;
- Successful controls to maintain quality, schedule and budgets, validated by delivering well documented projects and consistent project bid results that are on-time and on-budget, and that meet the program.

Facilitating the design and construction of projects like yours are what we do best. Our commitment to CAPK is to listen to your needs, evaluate your concerns and project challenges, and partner with you to create a facility that meets your needs. With over 125 staff statewide, and more than 26 in our Central Valley and Northern California offices, IBI has the team and the desire to work with CAPK to complete your Food Bank expansion project.

We hope this response conveys our enthusiasm and expertise to provide architectural services to the Community Action Partership of Kern. On behalf of the firm, we look forward to working with you on this exciting project!

Craig Atkinson, AIA, LEED AP, NOMA
Director | Senior Principal, Architecture

Richard Mello, AIA
Associate Director | Principal, Architecture







B

ORGANIZATIONAL INFORMATION

BEJO SEED CORPORATION FACILITY

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B

ORGANIZATIONAL INFORMATION

COMPANY NAME

IBI GROUP, A CALIFORNIA PARTNERSHIP

LEGAL STRUCTURE

CALIFORNIA GENERAL PARTNERSHIP

FIRM SIZE

2,600+
EMPLOYEES

60+
OFFICES WORLDWIDE

REVENUE

$368.3 M
IN ANNUAL REVENUE

IBI GROUP CALIFORNIA

125
EMPLOYEES IN CALIFORNIA

PRIMARY PROJECT OFFICE

IBI GROUP BAKERSFIELD

WITH SUPPORT FROM

IBI GROUP SAN LUIS OBISPO

IBI Group is focused on providing exceptional client service throughout California for a variety of clientele, many of whom are longstanding clients.

IBI Group is well known for our high professional standards, with particular emphasis on the environment and creating a physical facility that inspires the occupants.

Our staff is committed to achieving excellence; it is a constant pursuit involving all disciplines at every level of our organization. We pride ourselves in being an extension of our clients' teams.

Number of Years in Business:
IBI Group has been in business 45 years and in 1974 was established under its given name. IBI Group, a California Partnership was established in 1978.

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C

FIRM BACKGROUND

MAERSK PACIFIC LIMITED TERMINAL DEVELOPMENT

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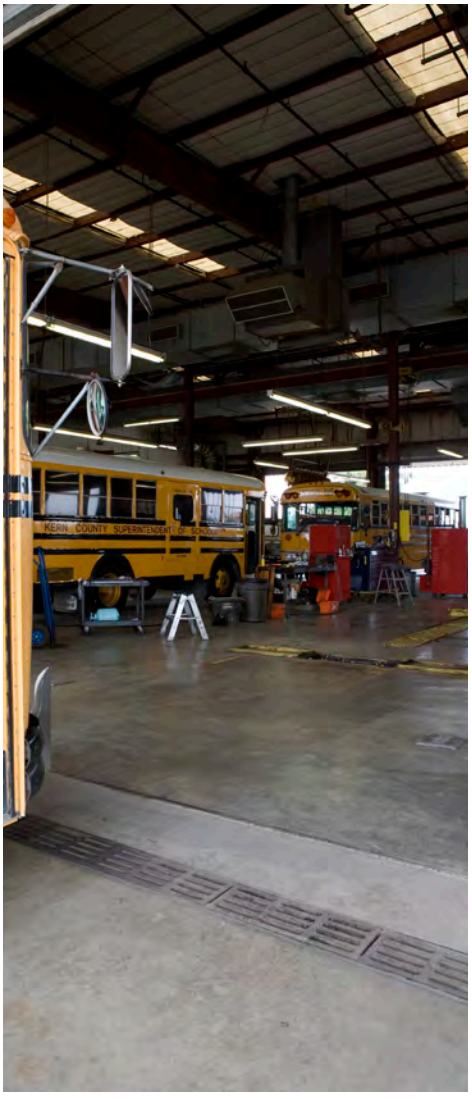
C
FIRM BACKGROUND

The IBI Group of firms is a **multi-disciplinary partnership with 60 offices world-wide**, giving you access to extraordinary talent in all areas of design, planning, and engineering. With over 2,600 employees, and six offices with over 100 employees in California, IBI Group is focused on providing exceptional client service throughout California.

"IBI Group, a California Partnership" is a General Partnership formed in California on June 5, 1978. Under the IBI Group, Inc. international banner, there are six companies providing professional consulting services in the United States. IBI Group, A California Partnership is the largest of the six companies and is able to draw on the resources of all IBI Group companies. The professional depth of these disciplines within a single firm allows us to provide a fully integrated delivery platform for a variety of projects. IBI Group is in excellent financial health and no conditions exist that would impede its ability to provide the services for this contract. IBI Group is an ISO 9000 certified firm, Certificate Number FS 501660, Management Standard BS EN ISO 9001:2000.

Now in our fifth decade, IBI Group, a California Partnership, is well known for our high professional standards, with particular emphasis on sustainability, creative planning and design. Our staff is committed to achieving excellence; it is a constant pursuit involving all disciplines at every level of our organization.

Founded as BFGC in 1949, the Bakersfield office opened its doors 70 years ago. The Bakersfield office is led by Joseph E. Clark, AIA. Our staff shares a commitment to support our clients with personal, local, client-centered service.





PETE H. PARA CHILD DEVELOPMENT CENTER



IBI Group is well known for our high professional standards, with particular emphasis on safety, sustainability, creative planning, and design. Our staff is committed to achieving excellence; it is a constant pursuit involving all disciplines at every level of our organization. We pride ourselves in being an extension of our clients' teams.

IBI Group is uniquely positioned to complete this proposal for the Community Action Partnership of Kern. We have completed hundreds of projects around California and have local offices in Bakersfield and San Luis Obispo; we are confident in our ability to deliver the services to meet your objectives. We apply our profession to serve our clients with vision and strategic planning – not merely buildings. Large or small, new or rehab, our passion is creating quality facilities necessary to sustain a productive community.

BERRYESSA UNION SCHOOL DISTRICT

STUDENT NUTRITION SERVICES & CENTRAL KITCHEN

SAN JOSE, CA



As a part of the Measure L Bond, this new Student Nutrition Service Building and Central Kitchen was planned and built to serve thirteen elementary schools and three middle schools in the Berryessa Union School District. This 7,328 square foot facility allows for the consolidation of food processing and storage, creates a more efficient receiving and delivery process, and increases the vending and catering services the district provides. Prior to this construction, nutrition services was spread over several school sites and after construction, it became a hub of the Maintenance and Transportation Complex. Unique to this building is its test kitchen and training room promoting a continued effort to increase menu offers to the student community featuring inventive recipes from the entire staff.

KEY FACTS

Project Type: New Construction
Client: Berryessa Union School District
Client Reference: Mr. Anthony Kanastab, Director of Bond Facilities and Modernization
Telephone: (408) 923-1873 or (408) 281-0371
Status: Start Date – October 2016
Completion Date - January 2018
Delivery Method: Design/Bid/Build
Published Cost: $5,032,670







BERRYESSA UNION SD - STUDENT NUTRITION SERVICES
SAN JOSE, CA

BEJO SEED CORPORATION FACILITY

ARROYO GRANDE, CA



This project included site improvements, two (2) new metal buildings (warehouse, office and vehicle maintenance). The facility is designed to be the west coast home of Holland based Bejo Seeds, Inc. The complex consists of two elements: Office/Warehouse Building (22,682 square feet) which includes 2-story office space, receiving and storage warehouse, refrigerated storage warehouse and research and technology labs; vehicle maintenance/seed storage and shop building (3,793 square feet).

KEY FACTS

Project Type: New Construction
Client: Bejo Seed Corporation
Client Reference: Kris Stephenson
Telephone: (805) 473-2199
Delivery Method: Design/Bid/Build
Client Budget: $1,600,000







BEJO SEED CORPORATION FACILITY
ARROYO GRANDE, CA

CITY OF LOMPOC TRANSIT OPERATIONS & MAINTENANCE FACILITY

LOMPOC, CA







The new City of Lompoc Fleet & Transit Maintenance Facility is being constructed on a 4.07 acre site bordered by 'D' Street; Chestnut Avenue; a railroad right-of-way and John's Manville Park. This project consists of two departments. The Transit Maintenance and Operations portion of the project consists of 3,600 sf administrative space along with 6,400 sf of service space comprised of five service bays and support space. The Fleet Maintenance portion consists of 2,564 sf of administrative space and 3,834 sf of service space consisting of eleven service bays and support spaces. The 4-building complex will be constructed with a pre-fab metal building system featuring metal siding, clear story windows and solar tubes.

KEY FACTS

Project Type: New Construction
Client: City of Lompoc
Client Reference: Christos A. Stoyos, P.E., Principal Civil Engineer
Telephone: (805) 875-8243
Status: Under Construction
Delivery Method: Design/Bid/Build
Estimated Cost: $10.9 Million

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REFERENCES

BAKERSFIELD CITY SCHOOL DISTRICT
Marcos Rodriguez, Facilities Director
Telephone: (661) 631-5885 or (661) 201-7084
Email: Mrodriguez@bcsd.com
and
Randall Rowles, (former Director of Maintenance and Operations)
Current Associate Vice Chancellor of Construction & Facilities Planning for
Kern Community College District
Telephone: (661) 336-5095
Email: Randy.Rowles@kccd.edu

KERN COUNTY SUPERINTENDENT OF SCHOOLS
Sheri Gruber, Director of Facilities and Property Management
Telephone: (661) 636-4577
Email: Shgruber@kern.org

KERN COMMUNITY COLLEGE DISTRICT
Joe DeRosa, Project Manager
Telephone: (661) 336-5022 or (661) 345-4039
Email: Jderosa@kccd.edu
and
Nick Hernandez, Project Manager
Telephone: (661) 336-5082
Email: Nicholas.hernandez@kccd.edu

MILPITAS UNIFIED SCHOOL DISTRICT
Brian Shreve, Director Maintenance Operations & Transportation
Telephone: (408) 635-2600 x6032
Email: Bshreve@musd.org

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D

QUALIFICATIONS OF KEY PERSONNEL



BEJO SEED CORPORATION FACILITY

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D

QUALIFICATIONS OF KEY PERSONNEL

Proposed Key Team Members

Richard Mello, AIA—Principal Architect/Client Champion

Joseph E. Clark, AIA—Project Architect/Project Manager

Carlos Caceres, AIA—Project Architect/Project Manager

Carlo Dazzo — Associate/Project Manager/BIM Manager

Proposed Consultants

IBI Group fully realizes that a significant factor in our ability to form a successful and productive team with you is the quality and consistency of the group of consulting engineers that we are able to assemble for your projects. Therefore, we place great emphasis on using "tried-and-true" consultants, who we know from experience on prior projects similar to yours, can and will perform well with us and have proven that fact with a history of excellence that we can demonstrate.

Our relationships with our consultants are as important to us as the relationships that we enjoy with our clients. We respect and value those long-established relationships, and we work hard to keep them.

Coordination between our work and the consulting disciplines is pivotal to good project development and an ultimately successful outcome. Close cooperation and communication, in turn is essential to that coordination. Good relationships foster that kind of closeness, so our full efforts go into maintaining processes and systems that we have already established and that we continue to improve upon with our consulting partners as the team evolves and learns how we can best accomplish the goals of quality and value for our clients. Members of our time-tested and proven consulting group that we have specially selected to participate in **your team** are shown on the following page and in Section F "List of Subconsultants".

Civil Engineering
Porter & Associates, Inc.

Structural Engineering
SSG Structural Engineers, LLP

Mechanical/Plumbing Engineering
Baskin Mechanical Engineers

Electrical Engineering
Thoma Electric Company, Inc.



+ Education

- California Polytechnic State University, San Luis Obispo Bachelor of Architecture

+ Registrations

- Registered Architect, California #C-18079

+ Professional Experience

- 44 Years of Experience

+ Memberships

- American Institute of Architects, Central Coast Chapter

Richard Mello AIA
Principal / Education, Buildings

As Principal Architect and "Client Champion" Rick will be responsible to coordinate all projects for CAPK at all campuses. In addition to being a principal in the firm, Richard Mello is a Project Architect and Construction Administrator for projects including Public, Educational, Commercial, Residential and Light Industrial. Rick is a firm-wide resource for our quality control and construction administration with over 40+ years of professional experience. He brings confidence and knowledge of a veteran to the process of project completion.

Representative Projects:

Community Action Partnership of Kern

- Delano Preschool

Kern County Superintendent of Schools

- Aurora Program School
- Radio/Cell Tower Additions - Multiple Sites
- Richardson Center Modernization
- Sandstone Community School Portable

Bakersfield City School District

- Relocatables at Various Campuses
- HVAC Prop 39 at Various Campuses
- Marquee Signs at Various Campuses

Kern Community College District

- Bakersfield College STEM Classroom Alterations
- Veterans Resource Center
- Assessment Center Relocation

San Luis Obispo Community College District

- Cuesta College Learning Resource Center*
- Trades and Technology Center*

* Budget Evaluation, Bidding & CA

Soledad Unified School District

- Soledad High School Portables
- Main Street Middle School Kitchen Remodel

Alan Hancock College

- Industrial Technology Programming & Design
- Athletic Fields

Milpitas Unified School District

- Rose/Weller Elementary School Multipurpose Buildings
- Milpitas High School Math/Science Buildings
- Milpitas High School Modernization
- Spangler/Sinnot Elementary School Multipurpose Buildings

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Joseph E. Clark AIA
Project Architect / Project Manager

A Project Architect/Manager with over 30 years of licensed experience in all aspects of architectural design services, Joe will be CAPK's primary contact relative to the proposed project. Joe's experience includes facility planning, design, production documentation to construction administration and project closeout. This experience has included a proactive management role to creatively apply his talents to a project and strike a balance between schedule, budget, criteria achievement, and coordination of consultants.

Representative Projects:

Community Action Partnership of Kern
- Shafter Community Youth Center and Gymnasium *
- Delano Child Care Center *

Bakersfield City School District
- Migrant Education Center Remodel
- Marquee Signage - Multiple Campuses
- Relocatables at Multiple Campuses

Cupertino Union School District
- Kennedy Jr. High School Modernization
- Hyde Jr. High School Modernization
- Miller Jr. High School Modernization
- Cupertino Jr. High School Modernization

Panama-Buena Vista Union School District
- Various School Maintenance and Improvement Projects

Salinas Elementary School District
- District Office Conversion from Department Store

Kern Community College District
- Bakersfield College Science/Engineering & Humanities Deferred Maintenance & Reroof Projects *
- Bishop Campus - Conceptual Design & Planning *
- Mammoth Lakes Campus - Conceptual Design & Planning *

Rosedale Union School District
- Freedom Middle School *

Clovis Unified School District
- Clovis West High School CTE Addition & Remodel *

Union School District
- Lietz Elementary School Modernization & Media Center
- Noddin Elementary School Modernization
- Oster Elementary School Modernization

** Projects worked on prior to joining IBI Group Team*



+ Education
- California Polytechnic State University, San Luis Obispo - Architecture Field of Study (1986)
- Bakersfield College, Bakersfield, CA Architecture Field of Study Associate of Science

+ Registrations
- Registered Architect, California #C-21195

+ Professional Experience

2020–Present
- IBI Group; Associate Principal / Project Architect Bakersfield, CA

2017–2019
- IBI Group; Office Lead / Project Architect Bakersfield, CA

2015–2017
- IBI Group; Project Architect Bakersfield, CA

2014-2015
- Teter Architects + Engineers; Senior Architect Bakersfield, CA

2005-2014
- Self-Employed; Architect/Owner Bakersfield, CA

2001-2005
- KSA Group Architects; Senior Architect Bakersfield, CA

1999-2001
- BFGC Architects Planners Inc.; Senior Architect Bakersfield, CA

1997-1999
- Ordiz-Melby Architects; Staff Architect Bakersfield, CA

+ Memberships
- American Institute of Architects, Golden Empire Chapter, Past Chapter President (1999 & 2005)
- American Institute of Architects, Golden Empire Chapter, Treasurer (2018)

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+ Education

- Colegio San Bartolome La Merced Bogota Columbia S.A.
- National University of Columbia Architects Degree & Intensification in Construction Administration
- Bucks County Community College, PA Computer Aided Design

+ Registrations

- Registered Architect, California #C-24163
- AIA Golden Empire Chapter

+ Professional Experience

2015–Present
- IBI Group; Project Architect Bakersfield, CA

2006–2010
- Kodama Diseno Architects; Senior Project Architect, Bakersfield, CA

1990–2006
- BFGC Architects Planners Inc; Project Architect, Bakersfield, CA

1988–1990
- Terryl J. Mclean Architects & Associates; New Town, PA

1987–1988
- Freelance; Houston, TX and San Francisco, CA

1985–1987
- Architects Enviromental Group; San Antonio, TX

1982–1985
- American Surveying Comany; Houston, TX

+ Memberships

- American Institute of Architects, Golden Empire Chapter

Carlos Caceres AIA
Project Manager / Project Architect

Carlos is a Project Architect/Manager with over thirty 34 years experience. Carlos will assist Joe as needed throughout this project to assure CAPK that the project will be completed in an orderly and expeditious manner. Carlos is responsible for schedule, budget, criteria achievement and consultant management. As Project Architect, his value is most obvious during the planning and construction document or production phase of services. During the planning phase, Carlos will work in concert with you to join the projects expectations with reality. During the construction documents phase, Carlos directs the working drawings and specifications efforts, including overall project scheduling and delivery.

Representative Projects:

Community Action Partnership of Kern
- Pete H. Parra Child Development Center

Bakersfield City School District
- Walter F. Stiern New Middle School

Mojave Unified School District
- California City New Middle School Gym & Kitchen
- Mojave Elementary School Classroom Additions

Lakeside Elementary School District
- New Suburu Elementary School
- Lakeside Elementary School Modernization
- Silver Creek Elementary School Portables

Standard School District
- Standard School Auditorium Remodel

Fruitvale School District
- New Columbia Elementary School
- New Endeavour Elementary School
- Fruitvale Jr. High School Modernization
- Quailwood Elementary School Modernization & Structural Upgrades

Oakdale Joint Unified School District
- New Sierra Road Elementary School

Wasco Union School District
- Wasco Service Center

McFarland Unified School District
- Kitchen Addition

Coalinga-Huron Unified School District
- Huron Middle School Joint-Use Gymnasium
- New Huron Middle School
- New Coalinga Middle School
- Coalinga Middle School Joint-Use Gymnasium

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Carlo Dazzo Associate
Project Manager / BIM Manager

Carlo has more than 30 years of experience as a job captain/team leader in the development of educational facilities, ranging from K-12 through university levels; from concept to agency review and contract administration. He is experienced in conceptual design, production of construction documents, specifications, construction administration and Computer Assisted Drawing. As the Bakersfield office Building Information Management (BIM) lead, Carlo maintains a high level of detail and coordination with his team members and consultants on all projects.



+ Education

- Phoenix Institute of Technology, Phoenix, AZ
- Porterville Community College, Porterville, CA
  Associate of Arts in Architecture

+ Professional Experience

2018–Present
- IBI Group; Associate / Project Manager
  Bakersfield, CA

1990-2009
- BFGC Architects Planners Inc.; Job Captain
  Bakersfield, CA

1986-1990
- Octagon Associates; Job Captain
  Visalia, CA

Representative Projects:

Community Action Partnership of Kern
- Pete H. Parra Child Development Center

Fruitvale School District
- Discovery Elementary School Classroom Additions
- Discovery Elementary School Daycare Portables
- Endeavour Elementary School Classroom Building Addition
- Endeavor Elementary School Relocatable Building Additions

Lakeside Unified School District
- Lakeside Elementary School Building Additions

Standard School District
- Wingland Elementary School Modernization
- Highland Elementary School Modernization
- Educational Services Center
- District Office Maintenance & Operations Building
- Standard Middle School Cafeteria/Tech Lab

Porterville Unified School District
- Westfield Elementary School Modernization
- West Putnam Elementary School Modernization
- Belleview Elementary School Modernization

Norris School District
- Norris Elementary School Modernization

Mojave Unified School District
- Joshua Middle School Remodel
- Mojave High School Modernization
- Mojave Elementary School Modulars

DiGiorgio School District
- DiGiorgio School Modernization

Cupertino Union School District
- Louis Portal Elementary School Modernization
- Collins Middle School Modernization & New Buildings

IBI Defining the cities of tomorrow

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E

GENERAL WORK PLAN

JOSEPH JENSEN SERVICE CENTER

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E

GENERAL WORK PLAN



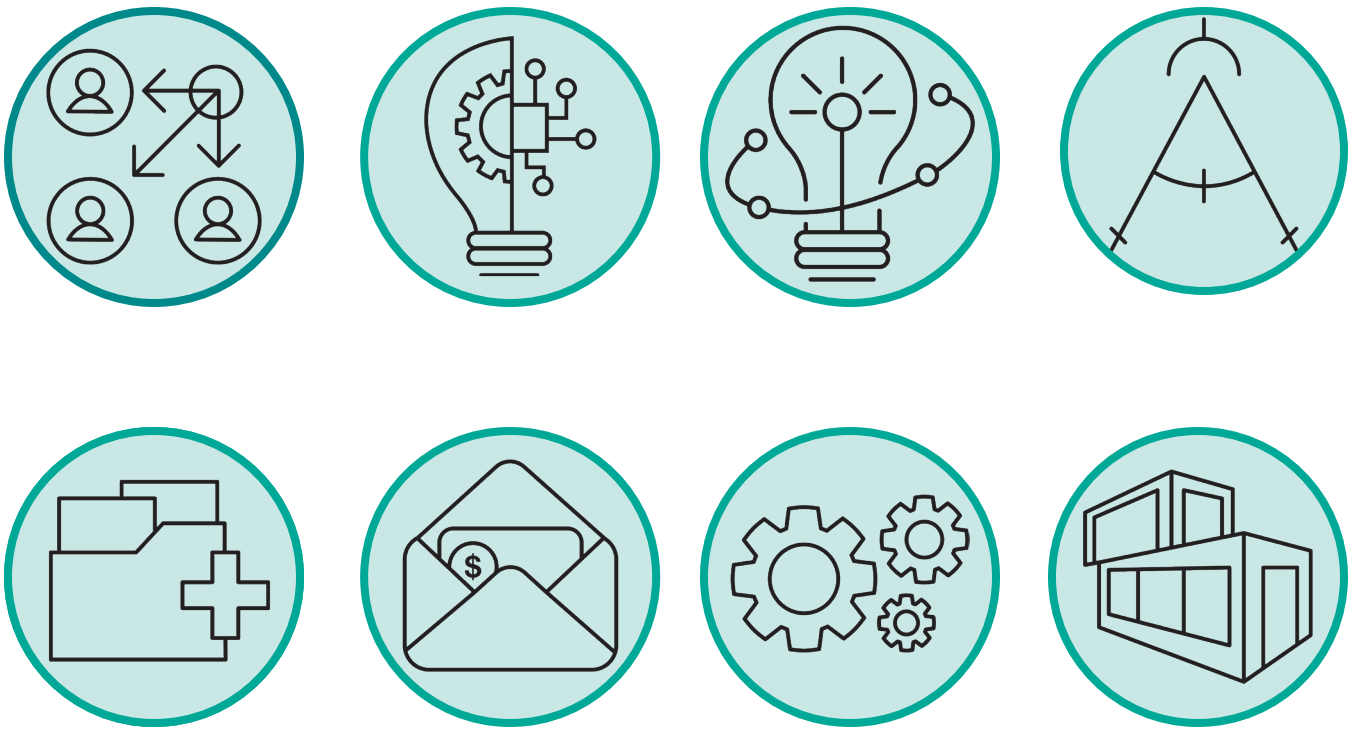
IBI Group's philosophy and project approach can be summarized using two words: **"responsible architecture."** We understand that the success of a project rests in our ability to lead each phase from programming to project warranty. Each phase of the design and construction process must be consistently managed to stay within budget and schedule objectives while carefully attending to the highest quality control standards. Our extensive knowledge of complex issues affecting the construction market will help to shape the ultimate success of a project; a responsibility we take very seriously.

Translation of our client's goals into reality requires defining the who, what, where and how much of the design. This requires careful listening, a thoughtful ordering of priorities and testing against the realities of institutional policies, existing space and budgetary plans. Our approach utilizes review of material, analysis of space, interviews and general discussion workshops. Our goal is informed decision-making, based on a shared understanding of the potentials of a site, space use and future needs, alternative concepts and aspirational goals.

IBI Group is uniquely placed to take on this challenge. We have the capacity, we are local, and we have the experience to provide architectural services for CAPK in the development of the **Community Action Partnership of Kern Food Bank**. We bring together all the skills, disciplines and expertise required to design your project that **focuses on the needs of the Community**; we are recognized industry leaders locally in Bakersfield and San Luis Obispo, but also have the ability to tap into the vast resources of IBI Group offices globally.

Our approach to the project is tailored to the CAPK needs, but fundamentally most projects follow an established framework and a sequential series of project phases to help organize and provide the organizational framework for orderly decision making. The phases for your project include:

1. Pre-Design + Programming + Site Analysis
2. Design: Schematic + Design Development
3. Construction Documentation
4. Bidding and Proposals
5. Implementation - Construction Administration
6. Project Closeout



PLANNING

Pre-Planning Services

- Meet with the CAPK, its staff and facility stakeholders to discuss specific project expectations, outcomes, and procedures, including a written validation of the facility program.
- Review CAPK budget and evaluate initial categorical applications to specific portions of the Project.
- Visit the project site and surrounding area. Document traffic conditions, pedestrian access and community influences. Photo document all.
- Interview appropriate staff to produce a "scope definition" for a Functional Program that incorporates a set of criteria for Basis of Design.
- Identify and validate primary components of the 'construction' budget from the 'project' budget, in terms of available funding options.



SITE + PROGRAM ANALYSIS

Assessing the development opportunities

Pre-Design (Investigative) Services

- **Research and Collection:** Assist in gathering available data from existing plans, studies, etc., and in general, familiarize ourselves with the site and buildings, and the CAPK's master plan utilization.
- **Verify:** Verify with local jurisdictions any requirements for site improvements.
- **Program Standards:** Organize information that IBI Group can use to interpret and establish some guidelines which serve as a project "road map".
- **Property Assessment:** Make a inventory and assessment of existing site conditions by IBI Group and its consultants, documenting and analyzing conditions that may have an impact on the construction process.
- **Utility Service Capability:** Confirm public utility services available to site, and/or locations and capacities of existing utilities to accept additional services (if necessary) and development of the buildings or grounds – as the design evolves to meets regulatory criteria.
- **Preliminary Code Research:** Conduct a preliminary code search for regulations that may have an impact on mandatory measures affecting scope and budget and eventual projected outcomes.

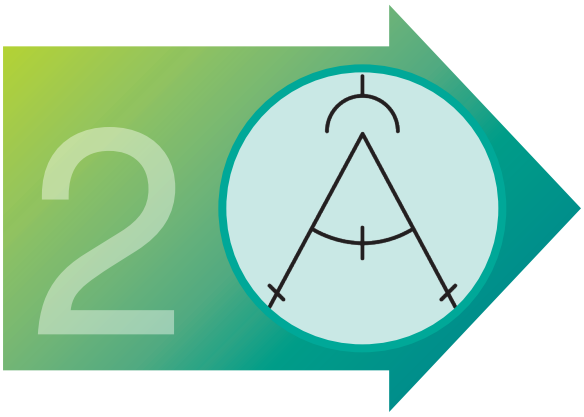
DESIGN
Improving Functional Outcomes through Design

Schematic Design Services

- **Concept Design/s:** IBI will generate an initial "graphic" representation/s of the proposed improvement program. This will begin the transformation of written wishes into tangible concept plans.
- **Site Planning:** Explore concepts of site utilization and analysis of functionality.
- **Presentation/s:** Following review by the Stakeholders, conceptual presentation plans, and preliminary cost estimates are developed for approval.
- **Agency Submission:** Prepare drawings for submission of the schematic designs to the City of Bakersfield Planning Department for the purpose of Site Plan Review.

Design Development Services

- **Design Documents:** Conduct detailed design development and investigative studies of systems, materials and assemblies. Incorporate City required improvements as a result of Site Plan review process.
- **Detail Design:** Explore structural, mechanical, and electrical systems and site improvements as applicable (on and off-site) to the extent required to complete the Project.
- **Green Code Integration:** Identification of strategic sustainable design opportunities for site development, water savings, energy efficiency, materials and resources selection.
- **Service Site Utility:** Confirm existing on-site and/or off-site utility infrastructure for domestic water supply, sanitation sewer, storm drainage and collection systems, power, gas and telecommunication services, and related easements.
- **Cost Estimate:** Updated estimate of probable construction costs, containing detail consistent with the Design Development Documents.
- **Agency Submission:** Coordinate final Design Development documents. Submit revised site documents to the City of Bakersfield Planning Department and respond to Site Plan Review comments, indicating how we plan to address their concerns.



DOCUMENTATION
Documenting the Design Vision

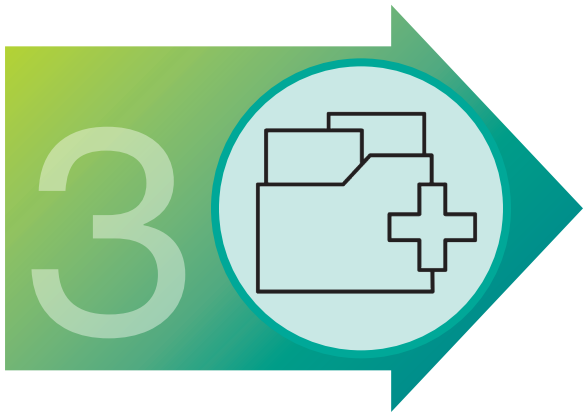
Construction Document Services

- **Code Application/s:** Preparation of a code analysis plan to demonstrate Architect's understanding of applicable codes, and implementing findings of such regulations as coordinated with the public agency review process.
- **Detailed Scope of Work:** Prepare document drawings in such form as will enable the Owner to secure the required permits and approvals from the required governing authority/ies having jurisdiction over the Project.
- **Interdisciplinary Coordination:** Conduct overview coordination to project requirements with engineering disciplines for completeness, accuracy and clarity of drawings and specifications.
- **Review Plans with CAPK:** Conduct plan review meeting with CAPK staff as needed to review plan set organization, coordination and design.
- **Storm Water Pollution Prevention Plan (SWPPP):** Provide additional Consultant services for the preparation of a written SWPPP with a corresponding Sedimentation and Water Pollution Control drawing, for filing with the State Water Resources Control Board.

APPROVALS
Quality Review and Approvals

Public Agency Review

- **Application for Plan Review/s:** Assist CAPK in coordinating the agency review process, preparation of application/s, and packaging for submission to public agency/ies having jurisdiction over the Project.
- **Clarification Response:** Render final interpretation of applicable code/s, incorporating the regulatory agencies' comments and corrections into the plans and specifications. Issue clarifications and responses to back check corrections as necessary to obtain approval of plans.



PROCUREMENT ASSISTANCE

Solicitation of Interest in Project for Bid

Bid Procurement Services

- **Bidding Information:** On behalf of the CAPK, IBI Group will issue bidding documents for public bid and keep record of plan holder's list.
- **Packaging** of digital bid documents for the District.
- **Prepare Bid Alternates/Cost Allowances** or Unit Costs (if necessary).
- **Solicitation/s:** Assist the CAPK with notices and petitions of interested building trades.
- **Bid Inquiries:** Assist in remedying clarifications of plans and specifications for construction during bid procurement, and prepare and issue addenda as required.
- **Substitutions:** Evaluate alternative materials and systems requested to be incorporated into the final project.
- **Pre-Bid Site Review:** Assist the CAPK staff with pre-bid project walk-through (if necessary).
- **Bid Evaluations:** Assist CAPK with examining bid offers and making recommendation for acceptance and/or modification (if desired).



IMPLEMENTATION
Observation of the construction to insure Quality

Construction Support Services

- **Pre-Construction:** Participate as needed in the pre-construction meeting/s to clearly identify the prerequisites of the construction contract and communications between interested parties.
- **Monthly Periodic Review:** Provide general review or observation the construction activity of the contractor, and its vendors as required, ascertaining compliance with public agency approved construction documents and governing specifications.
- **Maintain Documents:** Generally, control the content and distribution of the final approved documents to prevent disruption and miscommunication between the owner, contractor and project team.
- **Submittal Reviews:** Log, review and document all submittals for compliance with the contract documents.
- **Construction Changes:** Log, prepare and process change orders as needed.
- **Contractor Payment Review:** Render recommendations for payment to the contractor as to that work, in general, conforms to the Project design, schedule and quality of the contract documents.
- **Final Completion Review:** Check and review the work of the Contractor, and identify minor items requiring completion and/or corrective deficiencies prior to acceptance of the Project and final payment.



PROJECT CLOSEOUT

Post-Construction Documents

Closeout Services

- **Review Closout Documents:** Log, review and process closeout submittal documents such as Operations and Maintenance Manuals, etc.
- **Conduct Substantial Completion Inspection:** Coordinate and prepare punch list.
- **Issue Substantial Completion Certificate:** Prepare and issue Notice of Completion.
- **Track and Acquire** copies of all lien releases from subcontractors (if any subcontractors placed liens on project).
- **Provide Record Set (As Built) Plans and Specifications:** Provide CAPK with one full size printed set and one electronic version (PDF format on USB drive), and one set in AutoCAD format (DWG).





F

LIST OF SUBCONSULTANTS

BERTHS EVERGREEN TERMINAL

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F

LIST OF SUBCONSULTANTS

Thoma Electric Company
William A. Thoma, P.E.
Electrical Engineer, Lic. #E-10757

3562 Empleo Street
San Luis Obispo, CA 93401
805.543.3850

For over half a century Thoma Electric Company has provided quality electrical engineering, design-build and construction services for commercial and business centers, government projects, agriculture, healthcare facilities and fire station/EMS centers. Its award-winning projects incorporate the best elements of innovation, sustainability and collaboration, and showcase distinctive design with lasting elegance. Recognized as an industry leader, Thoma Electric is committed to the promotion of energy conservation and environmental sustainability. Its talented staff of engineers, designers and draftsmen have completed or are working on certification of more than 25 U.S. Green Building LEED® construction projects.

Baskin Mechanical Engineers
Mark Baskin, P.E.
Mechanical Engineer, Lic. #M-26578

5500 Ming Avenue, Suite 281
Bakersfield, CA 93309
661.397.2114

Mark Baskin is an energetic and passionate design professional with 25+-years experience in the HVAC and engineering profession. Mark believes in getting the essentials absolutely correct; proper zoning, energy modeling and equipment selection. These components are targeted early in the project then efficiently communicated to other design professionals to quickly establish system type, zoning, structural and electrical loads. He has a passion for sustainable design and welcomes the opportunity to explore and meet the challenges associated with these types of projects. He has designed a wide range of LEED certified projects and several schools obtaining HPI (High Performance Incentive) grants.

SSG Structural Engineers, LLP
Michael Parolini, S.E., LEED AP, MLSE
Structural Engineer, Lic. #S-5405

811 El Capitan Way, Suite 240
San Luis Obispo, CA 93401
805.439.2110

Michael is a California licensed Structural and Civil Engineer. His experience covers all aspects of Structural Engineering, including new construction and evaluation for commercial, residential, non-building structures, municipal, governmental, military, educational, historical, rehabilitation and photo-voltaic. He as completed projects utilizing structural systems of all the major building materials; timber, steel, cold-formed steel, masonry and concrete. He has also designed projects of varying scale with non-conventional materials including aluminum, fiber-reinforced polymers (FRP), rammed earth, structural glass and strawbale.

For the past 12 years, Michael has been a member of the Faculty at California Polytechnic State University, San Luis Obispo (Cal Poly). As a Lecturer in the Architectural Engineering Department he has taught classes in Structural Graphics, Industry Communication, Timber and Steel. He takes pride in giving back to his Alma Mater in a sharing of knowledge capacity. Michael has published papers in several national and state trade organizations related to technical topics in his practice, including the use of Heavy Timber Braced Frames in High Seismic Areas, as well as Rain Induced Roof Collapses.

Porter & Associates, Inc.
Fred W. Porter, II, RCE
Civil Engineer, RCE #74059

1200 21st Street
Bakersfield, CA 93301
661.327.1065

Mr. Porter's design experience includes residential subdivision planning and civil improvements, commercial civil improvements, school civil improvements, water systems, septic systems and structural design. Residential subdivision experience includes design of 80-acre subdivisions in flatland and hillside development with varying soils characteristics. Experience includes tentative mapping, civil design, studies and final mapping for a 165-acre project including 6 subdivisions, a park site and community center. Commercial experience includes mapping and civil improvements for 160-acre light industrial and commercial subdivision, a 6-acre shopping center, a 10-acre school site, and street improvement plans for a 40-acre hospital site. School projects include sites permitted through the Division of the State Architect as well as facilities that are permitted through local jurisdiction.



G

DISCOUNTS PROVIDED TO CAPK

PIER C REDEVELOPMENT

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G

DISCOUNTS PROVIDED TO CAPK

G. "Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations".

IBI Group does not allow discounts to be provided to CAPK due to 501(c)(3) status.





H

CONFLICT OF INTEREST

LOCKHEED MARTIN SPACE SYSTEMS

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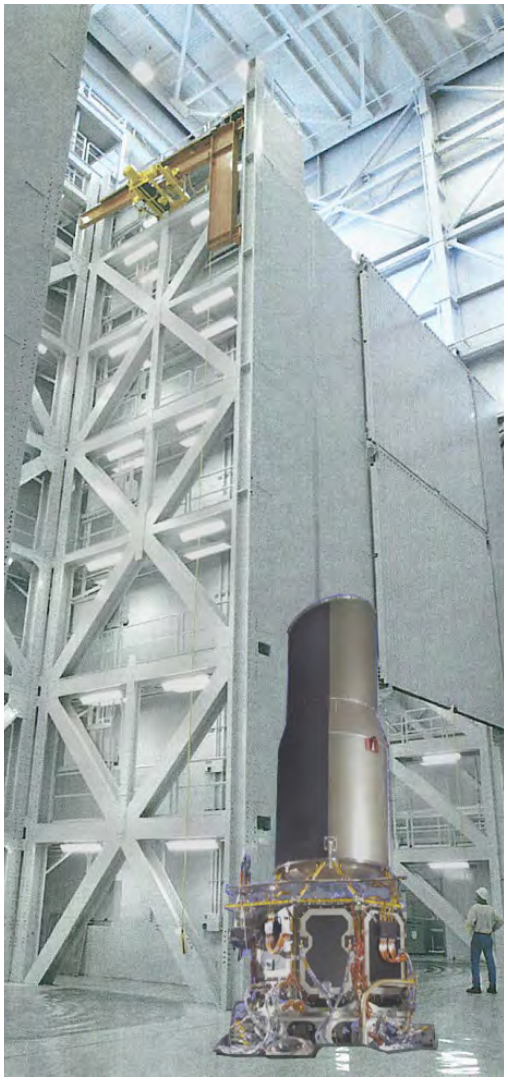
H

CONFLICT OF INTEREST



H. "Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. Vendor shall have read and shall be 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. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.".

IBI Group has no potential conflicts of interest in providing the services as outlined in this proposal.

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APPENDIX A VENDOR INFORMATION SHEET

LOCKHEED MARTIN SPACE SYSTEMS

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APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

VENDOR INFORMATION SHEET

Date: August 5, 2020 Prepared By: Melody Popel, Admin. Asst.

Official Business Name: IBI Group, a California Partnership

DBA: IBI Group

Location Address: 5500 Ming Avenue, Suite 155 (Street) Bakersfield (City) CA (State) 93309 (Zip)

Remit Address: 5500 Ming Avenue, Suite 155 (Street) Bakersfield (City) CA (State) 93309 (Zip)

Contact Person: Joseph E. Clark, AIA Title: Associate Principal | Project Architect

Phone #: (661) 836-4300 Accts. Receivable Phone #: (954) 974-2200 x52114 (Kathy Ruggieri)

Fax #: (661) 836-4300 Customer Service Phone #: (661) 836-4300

CAPK Vendor #: N/A E-mail Address: Joe.Clark@ibigroup.com

Federal ID # or SS#: 95-3268721 Type of Business: Architecture

Contractor Lic #: N/A Business Lic #: 20 00000059 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: Liberty Mutual Insurance Company, Policy #TB1B71171213020

Auto Liability Insurance Carrier & Policy #: Liberty Mutual Insurance Company, Policy #AS1-B71-171213-010

Workers Compensation Insurance Carrier & Policy #: Twin City Fire Insurance Company, Policy #41WEID5484

FEDERAL TAX CLASSIFICATION:
☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ■ Partnership ☐ Trust/Estate
☐ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: _____

BUSINESS ENTITY/CLASSIFICATION:
☐ Board Member ☐ Employee ☐ Faith Based ☐ Fed Gov't ■ For Profit ☐ Housing Collaborative ☐ Local Gov't
☐ Non-Profit ☐ Parent ☐ Post Secondary Ed ☐ Provider ☐ School District

SBA CLASSIFICATION:
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, Women's Business Enterprises and Veteran Business Enterprises.
☐ Minority-Owned ☐ Small Business ☐ Veteran-Owned ☐ Woman-Owned

Years in Business: 40+ Accept Purchase Orders: ■ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: Craig Atkinson, AIA, LEED AP, NOMA

Title: Director | Senior Principal , Architecture Date: August 5, 2020

REV. 012516

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APPENDIX B
W-9 FORM

CITY OF BAKERSFIELD CORPORATION YARD

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
IBI Group, A California Partnership

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5500 Ming Avenue, Suite 155 (Bakersfield branch office)

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, CA 93309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ – ___ – ____

or

Employer identification number
9 5 – 3 2 6 8 7 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ July 31, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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K

APPENDIX C ADDITIONAL TERMS AND CONDITIONS

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APPENDIX C

Community Action Partnership of Kern
Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Contract 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 Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE**. Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises

and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION**: Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
    a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
    b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
    c. Does not have a proposed debarment pending; and
    d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

    Note: Providing false information may result in criminal prosecution or administrative sanctions.
17. **WORKER'S COMPENSATION**: Labor Code Section 3700 provides:

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

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers

duly authorized to write compensation insurance in this State.

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

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

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

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

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

f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

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

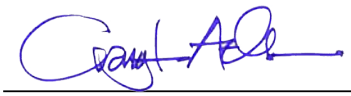
Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A:VII, must be declared prior to execution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

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

policy.

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

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



August 5, 2020

Signature **Date**

Craig Atkinson, AIA, LEED AP, NOMA

Print Name

IBI Group

Company Name

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FEES —

DESIGN DEVELOPMENT THROUGH BID PHASE

AND

CONSTRUCTION ADMINISTRATION

CITY OF BAKERSFIELD CORPORATION YARD

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COST PROPOSAL

Date: August 5, 2020

PROJECT: COMMUNITYT ACTION PARTNERSHIP OF KERN – FOOD BANK

RFP No: FOOD BANK 2020-01

SERVICES: Architectural Services

Submitted to:
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, California 93309

Name of Firm: IBI Group, a California Partnership

Submitted by: Craig Atkinson, AIA NOMA

Having carefully examined the Request for Proposal and General Conditions, as well as the premises and the conditions affecting the work, IBI Group hereby proposes to furnish the professional architectural services as described in the RFP and delineated in the submitted Proposal, for the proposed fees as outlined below:

- **Architect's Fee for Basic Services Phase 1:** **$ 119,500.00**
  (Schematic Design through Bidding Services)
- **Architect's Fee for Basic Services Phase 2:** **$ 39,500.00**
  (Construction Administration and Project Close-out)
- **Additional Services above Basic Services:** **$ 26,200.00**
  Additional Services Part of Phase 1
  (See additional services outlined below)

Total of Proposed Fees: **$ 185,200.00**

- **Approved Reimbursable Expenses (Allowance):** **$ 5,000.00**
  Reimbursable expenses shall be billed at actual cost plus "0" markup.
- **Description of Additional Services – included in fee above:**
  - SWPPP Development QSD
  - Lot Line Adjustment Documentation for City of Bakersfield
  - Preparation of Site Plan Review Documents

- **Proposal Exclusions:**
  - All City or County Plan Review and Building Permit Issuance Fees including:
    - Site Plan Review Fees
    - Grading Permit Fees
    - Lot Line Adjustment Fees
    - Public right-of-way Encroachment Permit Fees
    - Metropolitan Bakersfield Habitat Conservation Plan Review and Report Preparation Fees
  - Excludes design and documentation of all off-site improvements, accessibility improvements to existing public sidewalks. public road improvements, public street lighting, signals, etc.
  - Additional engineering for additional site Fire Hydrants if needed.
  - Topographical Survey or Existing Utility Survey of existing site and adjacent properties to be improved.
  - Design and Engineering of Solar Array by Owner's selected Vendor. Provision for installation of necessary equipment and coordination with vendor included.

-End of Cost Proposal-



IBI

Defining the cities of tomorrow
www.ibigroup.com

Kern County Superintendent of Schools
Service Facility
Bakersfield, CA

Defining the cities of tomorrow
www.ibigroup.com



CONTACT US

IBI GROUP
Joe Clark, AIA
joe.clark@ibigroup.com
5500 Ming Avenue, Suite 155
Bakersfield, CA 93309

tel 661-836-4300
fax 661-836-4311

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Community Action Partnership of Kern
Evaluation Summary Form

Factor		Max	Vendor Average Scores 1	2	3	4	5	6	7
1		20	20.00	12.33	15.00	10.00	18.00	8.67	9.00
2		15	15.00	15.00	10.00	9.67	10.33	7.33	7.00
3		20	11.00	10.33	10.33	12.00	8.67	8.00	7.67
4		15	8.33	8.00	8.67	10.00	11.00	8.00	7.33
5		15	15.00	8.72	11.89	9.94	12.07	12.12	9.45
6		15	5.70	8.98	15.00	5.46	6.13	9.75	6.97
Total Score		100	75.03	63.36	70.89	57.07	66.20	53.87	47.42

	Vendor
1	IBI Group
2	SRK Architects Inc
3	AP Architects
4	SC Architects
5	Ordiz Melby Architects
6	JAC
7	Kollin Altomare

Factor	Description
1	Background and Experience
2	References
3	Experience and Past Record
4	Fee -Design Development through bid phase
5	Fee -Construction Administration

Food Bank Expansion
Architectural Services Analysis

FACTOR		Vendor:	IBI			
		Possible Points	Emilio Wagner	Joe Colombo	Kerri Davis	Average
1. Background and experience in providing similar services.		Points = 15	20	20	20	20
2. References		Points = 20	15	15	15	15
3. Experience and Past Performance Record		Points = 15	11	10	12	11
4.Understanding of Project		Points = 15	9	8	8	8.33
5. Fee-Design Development through Bid Phase		Points = 15				15.00
6. Fee -Construction Administration		Points = 15				5.70
Total		**100**	**55**	**53**	**55**	**75.03**

FACTOR		Vendor:	SRK			
		Possible Points	Emilio Wagner	Joe Colombo	Kerri Davis	Average
1. Background and experience in providing similar services.		Points = 20	13	12	12	12.33
2. References		Points = 15	15	15	15	15
3. Experience and Past Performance Record		Points = 20	11	10	10	10.33
4.Understanding of Project		Points = 15	8	8	8	8
5. Fee-Design Development through Bid Phase		Points = 15				8.72
6. Fee -Construction Administration		Points = 15				8.98
Total		**100**	**47**	**45**	**45**	**63.36**

FACTOR		Vendor:	AP			
		Possible Points	Emilio Wagner	Joe Colombo	Kerri Davis	Average
1. Background and experience in providing similar services.		Points = 20	15	15	15	15
2. References		Points = 15	10	10	10	10
3. Experience and Past Performance Record		Points = 20	11	10	10	10.33
4.Understanding of Project		Points = 15	9	8	9	8.67
5. Fee-Design Development through Bid Phase		Points = 15				11.89
6. Fee -Construction Administration		Points = 15				15.00
Total		**100**	**45**	**43**	**44**	**70.89**

FACTOR		Vendor:	SC			
		Possible Points	Emilio Wagner	Joe Colombo	Kerri Davis	Average
1. Background and experience in providing similar services.		Points = 20	10	10	10	10
2. References		Points = 15	9	10	10	9.67
3. Experience and Past Performance Record		Points = 20	8	18	10	12
4.Understanding of Project		Points = 15	12	8	10	10
5. Fee-Design Development through Bid Phase		Points = 15				9.94
6. Fee -Construction Administration		Points = 15				5.46
Total		**100**	**39**	**46**	**40**	**57.07**

FACTOR		Vendor:	OMA			
		Possible Points	Emilio Wagner	Joe Colombo	Kerri Davis	Average
1. Background and experience in providing similar services.		Points = 20	18	18	18	18
2. References		Points = 15	11	10	10	10.33
3. Experience and Past Performance Record		Points = 20	8	8	10	8.67
4.Understanding of Project		Points = 15	11	12	10	11

Food Bank Expansion
Architectural Services Analysis

5. Fee-Design Development through Bid Phase	Points = 15				12.07
6. Fee -Construction Administration	Points = 15				6.13
Total	**100**	**48**	**48**	**48**	**66.2**

FACTOR		Vendor:	JAC			
		Possible Points	Emilio Wagner	Joe Colombo	Kerri Davis	Average
1. Background and experience in providing similar services.		Points = 20	9	8	9	8.67
2. References		Points = 15	8	6	8	7.33
3. Experience and Past Performance Record		Points = 20	8	8	8	8
4.Understanding of Project		Points = 15	8	8	8	8
5. Fee-Design Development through Bid Phase		Points = 15				12.12
6. Fee -Construction Administration		Points = 15				9.75
Total		**100**	**33**	**30**	**33**	**53.87**

FACTOR		Vendor:	Kollin			
		Possible Points	Emilio Wagner	Joe Colombo	Kerri Davis	Average
1. Background and experience in providing similar services.		Points = 20	9	8	10	9
2. References		Points = 15	7	7	7	7
3. Experience and Past Performance Record		Points = 20	8	7	8	7.67
4.Understanding of Project		Points = 15	7	8	7	7.33
5. Fee-Design Development through Bid Phase		Points = 15				9.45
6. Fee -Construction Administration		Points = 15				6.97
Total		**100**	**31**	**30**	**32**	**47.42**

Price Scoring

		Price Scoring			
	Vendor	Price	%	Points Aval.	Points
1	IBI - Design Development through bid	$ 141,500.00	100%	15	15.00
	Construction Admin	$ 46,960.00	38%	15	5.70
2	SRK -Design Development through bid	$ 243,538.00	58%	15	8.72
	Construction Admin	$ 29,812.00	60%	15	8.98
3	AP -Design Development through bid	$ 178,500.00	79%	15	11.89
	Construction Admin	$ 17,850.00	100%	15	15.00
4	SC -Design Development through bid	$ 213,520.00	66%	15	9.94
	Construction Admin	$ 49,000.00	36%	15	5.46
5	OMA -Design Development through bid	$ 175,840.00	80%	15	12.07
	Construction Admin	$ 43,690.00	41%	15	6.13
6	JAC -Design Development through bid	$ 175,150.00	81%	15	12.12
	Construction Admin	$ 27,460.00	65%	15	9.75
7	Kollin -Design Development through bid	$ 224,695.00	63%	15	9.45
	Construction Admin	$ 38,395.00	46%	15	6.97

Determined as follows:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Scored}} \times \text{Points Available} = \text{Points Awarded}$$

Food Bank Expansion - Architect
Vendor List

Architect Firm	Contact Name	Address	Phone Number	E-mail Address	Date RFP sent
Ordiz Melby Architects	Dan Ordiz	5500 Ming Ave., Suite 280 Bakersfield, CA 93309	(661) 832-5258	dordiz@ordizmelby.com	7/2/2020
Engineers	Ted Blockly	1508 18th Street, Suite 308 Bakersfield, CA 93301	(661) 322-9373	ted@fdae.com	7/2/2020
IBI Group	Melody	Bakersfield, CA 93309-4631	(661) 836-4300	melody.popel@ibigroup.com	7/2/2020
KSA Group		4660 American Ave, Bakersfield	(661) 834-1331	.com	7/2/2020
Skarphol	Paul		334-2741	paul@skarpholfrank.com	7/2/2020
Klassen		2021 Westwind Dr.	661-324-3000	support@klassen.com	7/2/2020
Darden		5001 California Ave. Ste 108	661-520-5660	phild@dardenarchitects.com	7/2/2020
Inland Architects	Jeff	1901 19th Street.		jeff@inland architects.com	7/2/2020
SC architect		1601 New Stine Rd. Suite 280	661-397-4377	scarchitect@scarchitect.com	7/2/2020
Radian Design Group		5301 Truxtun Ave. Ste. 300	661-864-7676	sdanis@radiandesign.net	7/2/2020
AP Architects	Jose Vargas		661-327-1690	jvargas@aparchitects.net	7/2/2020
Burgeoning Architects	Lisa	949 Chung King Rd	213-260-4212		7/2/2020
JAC Architecture	Josh Cardenas	28494 Westinghouse Pl., Ste 101	661-471-2694	Josh@jac-apm.com	7/2/2020
Weary & Associates		91351	661-251-5538		7/2/2020
Combs & Miguel Architecture		31294 The Old Road #220, Castaic, CA 91384	661-259-7600	info@combsmiguel.com	7/2/2020
Joe Um Architects	Joe	27013 Langside Ave., Santa Clarita, CA 91351	818-421-7027	joe@joeumarchitects.com	7/2/2020
Bill Tosetti	Bill	Valencia, CA	661-259-4123	info@billtosetti.com	7/2/2020
Michael Maltzan Architecture			323-913-3098		7/2/2020
PMSM	Tasha	560 Higuera St. #C, San Luis Obispo, CA 93401	805-476-0399	tbarnett@19sixarchitects.com	7/2/2020

COMMUNITY ACTION PARTNERSHIP OF KERN

PROCUREMENT RESULTS SUMMARY FORM

Requestor Information

REQUESTED BY:	Emilio Wagner	**PROGRAM/DEPARTMENT:**	Food Bank	**DATE:**	9/24/2020
CODING:					

Brief Description of Procurement:

RFP was issued July 3, 2020 seeking architectural services for CAPK Food Bank expansion.

Procurement Results:

	Vendor	Amount
1	IBI Group	75.00
2	SRK Architects	63.36
3	AP Architects	70.89
4	SC Architects	57.07

	Vendor	Amount
5	Ordiz Melby	66.20
6	Josh Cardenas Architects	53.87
7	Kollin Altomare	47.42
8		

Selection:

IBI Group	$188,460.00

Proposed Contract Term: _____ Aggregate Expenditure Over Term: $188,460.00

Selection Justification: (please use additional sheets as necessary)

Please see attached evaluation results of seven proposals received in response to an RFP that was issued seeking a qualified architect for an expansion at the CAPK Food Bank.

After careful review of all proposals, it is recommended that IBI Group be selected to perform the services based on the lowest price submitted for the work as well as the highest score on the evaluation criteria specified in the RFP.

Procurement Approval:

Business Manager	Date
Manager / Administrator (Up to $15,000/$25,000)	Date
Director / Chief Financial Officer (Up to $100,000/$125,000)	Date
Chief Executive Officer (Over$125,000)	Date

Business Services Use:

[x] Approved [ ] Not Approved

Board Approval Required:

Yes	x	No	

Date of Board Approval

Please attach this form to your Purchase Order Requisition

Revised: 9/1/2018



CAPK Food Bank



Sunmet Cold Storage



Cal-Organic Loading Dock Addition



Demler Enterprises

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION

MANAGEMENT AT RISK

Request for Proposal Number: FB 2020-002

Wednesday, August 19, 2020 @ 2:00 P.M.

Presented to:

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)
RFP FB 2020-002
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309
Or via email to: procurement@capk.org

Prepared by:

COLOMBO CONSTRUCTION COMPANY, INC.

Joe Colombo, Vice President Special Projects
3211 Rio Mirada Drive
Bakersfield, CA 93308
Telephone: 661-316-0100
Fax: 661-316-0101
Email: jcolombo@colomboconstruction.com



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August 18, 2020

Community Action Partnership of Kern (CAPK)
RFP: FB 2020-002
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309

COLOMBO
CONSTRUCTION COMPANY, INC.

To whom it may concern:

We would like to thank you for the opportunity to submit our response to Proposal Number: FB 2020-002 to provide Pre-Construction Services and Construction Management At Risk Services with A Guaranteed Maximum Price for Community Action Partnership of Kern (CAPK). We have thoroughly reviewed the contents of the RFP and understand the project scope and requirements. We value the relationship we have established with CAPK over the past 20 years.

Colombo was founded in 1948 by Joe Colombo, Sr. The Company was Incorporated in the State of California on March 15, 1960 and licensed as a California General Building Contractor on May 2, 1960. Colombo has successfully performed in Construction Management Multiple-Prime, CM@R, CM Agency, Lease-Leaseback, Design-Build, General Construction, and Design/bid/Build Services. Industries served include educational, medical, manufacturing, commercial, petro-chemical, corrections, agriculture and energy.

Colombo has been constructing metal buildings since 1972. In 1983, Colombo became the Kern County authorized builder for Varco Pruden metal building systems. Paul Pasquini has been leading Colombo's metal buildings division since 2015. Over the past 5 years, he has been responsible for metal building projects ranging from warehouses to very sophisticated processing facilities.

As the Metal Building and Design Coordinator for this project, Paul was responsible for the original drawings of the existing CAPK Food Bank warehouse building and served as Colombo's Project Manager on the project. Additionally, he served as the Project Manager for the installation of the walk-in boxes for the existing warehouse building. Since 2016, Paul has been working with Demler Egg Ranch and Demler Enterprises coordinating a massive expansion / modernization project totaling 887,200 sf in Kern County for the largest egg production cooperative in California ensuring compliance with the State's food safety and housing requirements

The project team assigned to CAPK's expansion project (RFP No. FB 2020-002) include: Principal-In-Charge will be Joe Colombo who also served as the Principal-In-Charge for the construction on the existing Food Bank warehouse. John Fitz-Patrick will serve as Project Manager who also served as Project Manager on CAPK's Head Start modernization projects. Paul Pasquini will serve as the Metal Building and Design Coordinator.

We would like to congratulate CAPK for electing to use Construction Management @ Risk construction delivery method as your first step in completing the above-referenced project. We believe CAPK, the Design Team and Colombo working in a committed and collaborative manner will deliver the addition of the Food Bank warehouse and associated work in a manner which will meet or exceed the expectations of CAPK.

Sincerely,
COLOMBO CONSTRUCTION CO., INC.

Ryan Altergott
President

3211 Rio Mirada Drive, Bakersfield, CA 93308 . Telephone: (661) 316-0100 . Fax: (661) 316-0101
CA Contractors License No. 191788 . DIR No. 1000001707 . www.colomboconstruction.com

B. DESCRIPTION OF SERVICES

COLOMBO CONSTRUCTION COMPANY, INC.

Construction Management at Risk Services

Colombo Construction Company, Inc. (Colombo) proposes to provide Community Action Partnership of Kern (CAPK) Construction Management at Risk (CMR) Services as referenced in the Request for Proposal Number: FB 2020-002 dated July 29, 2020. It is our understanding the project consists of adding 20,000 square feet to the existing CAPK warehouse located in Bakersfield, California. Included are associated site work, adding walk-in freezer, walk-in refrigeration, loading docks, pallet racks, and photovoltaic array. Additionally, we have reviewed and understand the basic scope of services as outlined in CAPK's RFP No. FB 2020-002.

Ensuring CAPK Warehouse Operations Continue without Interruption of Services and Maintaining a Safe Work Environment.

First and foremost, work on this warehouse expansion project, cannot disrupt normal operations of the Food Bank and employee safety cannot be compromised at any time. Following is a list of activities and measures we will incorporate in the construction documents to ensure minimum disruption to the operations of the Food Bank.

- Project site barriers will be set-up to define and control the project site.
- Project logistic plans are carefully drafted to ensure safety and provide separate access to Contractors.
- Regularly scheduled meetings will be coordinated to communicate safety requirements. Everyone is instructed on what is considered acceptable conduct in order to minimize disruption to Food Bank operations.
- Violators will be immediately removed from the site. Colombo enforces a zero-tolerance mandate for any violators of these safety and conduct rules. All procedures will have to pass these two tests before they are implemented.
- Large equipment usage, demolition and other elements that would cause disruptions to the operations of the Food Bank will be coordinated with designated representative of the Food Bank .
- Disruption to water and power, if required will be also planned around warehouse operating times.

This is one of the biggest advantages of utilizing the CM@R contract delivery method, we can plan for these events during the planning process and incorporate elements of the phasing plan into the actual design process itself. We will use the preconstruction time to set-up the construction processes around the operations of the Food Bank.

Construction Management Project Disciplines

The following is our project approach for Community Action Partnership of Kern (CAPK).



I. COMMUNICATION

1) Programming / Design Phase meetings will be held with the Owner and Design Team on a bi-weekly basis. This schedule will provide a large enough time interval to allow the various team members to perform their assigned duties. It will also keep everyone focused on progress and project completion.

2) Using Project Documentation Tracking Software, the Owner will be kept informed of all written communication with all entities having a role in this project. These entities include but are not limited to the following: Design Team Members, Utility Companies, City and/or County Agencies having jurisdiction, and Contractors. If the Project Documentation Tracking Software is not acceptable to the Owner, Colombo will work with Owner to provide an acceptable system to monitor, catalog, and organize the written communications for the project.

3) During Programming / Design Phase, Colombo will keep Owner informed of the constructability review, project construction estimates, and bid packages via written correspondence and regularly scheduled meetings. Following the review of plans and specifications in consultation with the Design Team, Colombo will make recommendations to the Owner regarding constructability, possible cost savings, bidding strategies, and alternate bids.

4) Construction meetings with the Owner and Design Team will continue to be held on a bi-weekly basis for the term of the project. Colombo will also conduct on-site meetings with the Prime / Subcontractors on a weekly basis.

5) During construction the Owner will be kept informed of the project progress by monthly narrative reports from the Project Manager.

6) With the submission of the monthly applications for payment from the Prime / Subcontractors, Colombo will submit a monthly recap indicating the Prime / Subcontractors schedule of values, the percentages of work completed, and the Construction Manager's reimbursable costs and fees.

II. PROJECT COORDINATION

A. Preconstruction Services:

1) Colombo will assist Owner in obtaining approvals from public agencies affecting the proposed project from planning and approval of construction documents.

2) Colombo will provide and update schedules for overall management of the project as well as individual project schedules. The schedules will include required City of Bakersfield agency approvals.

3) Colombo will provide estimates at the completion of each phase of the planning/design process, which includes programming, schematics, design development, and construction documents.

4) Colombo will review drawings and specifications, provide evaluations of the scope, and budget, each in terms of the other.

5) Advise on construction systems, materials, and equipment for the project. Advise on the methods of project bidding and delivery. Provide recommendations on alternate bids to bring project within budget without adversely impacting the intended usage.

6) Investigate and recommend a schedule for the purchase of materials and equipment having long procurement lead times. Long lead items impacting the construction schedule specific to this

project are the Metal Building System, Walk-in Cold Boxes and Freezers. We will coordinate early preparation of the Contract Documents necessary for procurement of these items and expedite delivery of these items.

III. VALUE ENGINEERING / ALTERNATES

1) Value Engineering / Alternates – At Colombo we believe that value engineering is a process that should be performed whether or not a project has budget challenges, to maximize the value of Owner's funds. It is essential each team member understands the Owner's goals and works hand-in-hand with the Design Team.

2) Colombo will review alternate finishes, materials, and methods while defining expected life cycles and operating costs. Value engineering is not cost cutting but finding a better way to accomplish the goals for less.

3) Value engineering is most effective when performed during the schematic and design development phase of the project.

4) Value engineering items can be incorporated as alternates within the respective bid packages. This will be dependent upon if the Owner and Architect feel that value engineering items are those that enhance the project or ones that are not as desirable as originally specified.

IV. ESTIMATING

1) Colombo working with the Design Team and the Owner's Team members will establish a project budget for approval. This will be based on our prior experience of construction projects throughout Central and Southern California, and our current bidding experience in the construction marketplace.

2) Colombo will prepare, as a minimum the following estimates:

   a. Prepare the project budget, with detailed quantity surveys.
   b. If the project budget is acceptable to Owner and the Design Team we will proceed with providing value engineering recommendations and potential alternates that may add value to the project for the Owner's and Design Team's review. Any changes as approved by the Owner and the Design Team will be incorporated into the approved project budget.
   c. If the project budget is not acceptable to Owner and the Design Team, we will explore and quantify potential options for reducing the project budget. This process will continue until the Owner, Design Team, and Colombo are in agreement on the project budget, scope of work, and project schedule.
   d. City of Bakersfield Approved Construction Drawings - This will involve a complete review of the drawings and update our quantity surveys and the respective costs. If COB/ review has added work, the associated cost will be reflected in this estimate.
   e. Market conditions are researched and monitored to prevent supply shortages and price volatility.

3) As we perform our quantity survey, Colombo will also perform the first part of our constructability review. This provides an excellent opportunity for the review of details and sections. During this process, the Estimator will be red-lining drawings verifying if the details / sections are coordinated, accurately depict the condition, make recommendations to constructability of details, and recommendations for additional details / sections.

4) Throughout this process, Colombo will make Value Engineering recommendations to the Design Team and the Owner as to alternate means, methods and materials.

5) Colombo will make recommendations of items to be bid as Additive Alternative to the base bid. If prior to bidding the budget is not sufficient to cover all the project requirements, Colombo believes the Owner is best served to establish a Base Bid within the Owner's budget and incorporate Additive Alternative bids for those items that were either eliminated or for items which were compromised in terms of quality. If the actual bids are less than the project budget, the use of Additive Alternatives allow the Owner to incorporate these items at a lower cost than if processed as a change order after contracts are executed.

6) Actual bids will be directly compared with estimated costs and the Project Team will have a comprehensive understanding of the cost system applicable of each contract.

V. SCHEDULING

1) Computer based CPM schedules are developed and maintained in-house. The responsible Project Manager and Superintendent establish project activities and logic collectively. Data entry and updating are performed by the Superintendent.

2) Software used is Primavera P6, a completely self-contained environment accommodating unlimited activities and logic ties.

3) Update Procedures:

   a. Activity actual starts and finishes are entered by the Project Superintendent on update forms daily. Update form data is entered monthly for standard reports, and weekly for critical activities. At a minimum, logic and updates are reviewed weekly by the Project Manager, Project Superintendent, and Superintendents for compliance with current plans and project conditions. This proactive approach to schedule will assure that the project is successfully completed in the required time frame.
   b. In addition, short interval, two-week look-ahead schedules will be produced in the field. These schedules will detail the activities that must occur on-site. These short interval schedules are used by our field forces to manage Prime / Subcontractor activity and assure that adequate

      resources are applied to the project.

VI. BID PACKAGES / BIDDING

1) Colombo will properly and efficiently break the documents into appropriate bid packages to gain

maximum response from qualified bidders. This process will produce savings for the project. Carefully review the drawings and specifications with the Design Team, break them into the most logical bid packages, and provide the bidder with a detailed description of the work and performance expectations. This assures the Owner will receive the "right price" from the beginning and minimize claims for extra work as the project proceeds. Each bid package will include the project schedule and site logistic issues as it pertains to each respective bid package.

2) Colombo will establish Bidding Schedules and issue Bidding Documents to bidders, direct pre-bid conference to familiarize Bidders with the Bidding Documents, management techniques and with any special systems, materials, or methods; assist the Architect with the receipt of questions from bidders, and with the issuance of Addenda.

3) Review the Bid Documents to ensure that:

   a. Long lead items are identified
   b. The work of individual Contractors is coordinated
   c. All requirements for the project have been assigned to the appropriate specialty Contractor
   d. Proper coordination has been provided for sequenced construction

4) Assign responsibilities for safety precautions; provide temporary project facilities, equipment, materials, and services for common use of Contractors; verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

VII. CONSTRUCTION PHASE

A. ON-SITE CONSTRUCTION PERSONNEL

1) Assign a Project Team consisting of a Project Superintendent, and an Administrative Assistant to coordinate the work of Prime / Sub-Contractors with each other and with the activities and responsibilities of the Construction Manager at Risk, the Owner, and the Architect to complete the project in accordance with the Owner's objectives for cost, time, and quality. Maintain communication and document flow to all responsible parties using software as defined under Document Control provided in the later portion of this section.

   a. Coordinate the work of surveyors, special consultants and testing laboratories.
   b. Ensure each of the Prime / Subcontractors have an OSHA Health and Safety Program in effect as required by statutes.
   c. Arrange delivery, storage, protection, and security of Owner purchased materials, systems and equipment which are part of the project, until such items are incorporated into the project. Coordinate with or assign these activities of the appropriate Prime /
   c. Subcontractors who are responsible for the installation of such material systems, and equipment.

VIII. COST CONTROL

1) Upon award of the project, Colombo will establish a project budget for approval. This will be based

on our prior experience with construction projects and bidding experience.

2) Actual bids will be directly compared with estimated costs and the Project Team will have a comprehensive understanding of the cost system applicable to each contract.

3) Budget reports are produced monthly and will be distributed to the Architect, the Owner, and other team members to provide a total indicated cost compared with the original estimate. A breakdown and analysis of any variance will be included.

4) In addition, a focus on the following points will be the key to successfully controlling project costs. Our most successful projects are those which strictly adhere to these guidelines.

   a. *Constructability Review* – Colombo's Review Team will review and advise on the construction means, methods, and materials, and survey the documents to ensure economical construction procedures that reduce costs while maintaining the quality associated with actual in-place construction.
   b. *Careful Scope Division* – Colombo will develop a manageable segregation of work that will be both competitive and attractive to qualified Contractors. We strive to maximize local competition to produce the lowest net cost for construction. Scope division will also have established and meaningful DVBE involvement.
   c. *Demand and Enforce Quality* – Prepare and implement a Quality Program to allow Colombo and the Prime / Subcontractor contracts to deliver to Owner a complete product which contains the highest quality of workmanship and materials required by the contract documents.
   d. *Continuous Budget Review* – Prepare the budget report based upon an established program; and review, analyze, and update the control budget. Continually compare scope adjustments to original budget parameters when necessary.
   e. *Cash Flow* – Provide a cash flow schedule with the information available. This schedule will be updated monthly and provides both actual and previously estimated cash flow for prior months and projected cash flow for all future months.

IX. QUALITY

1) Quality will be controlled in accordance with the Quality Assurance and Control Plan.

2) A three-phase plan is used. The initial phase involves meetings with appropriate parties for each unique phase of work to discuss and clarify project requirements. The second phase is inspection of a representative sample of the work and incorporation of any comments. This becomes the basis for inspections on the balance of the work. The third phase is in-process inspections.

3) Inspections will also be made of materials delivered to the site. Colombo's Superintendent will lead the inspection efforts to ensure problems are identified and resolved as soon as possible with the least impact to the project.

4) Prior to transmittal to the Architect, submittals are reviewed for contract compliance, presence of substitutions, completeness and constructability by the Project Manager and Superintendent.

B. DESCRIPTION OF SERVICES

X. SAFETY

1) Colombo maintains one of the best safety records in the industry statewide. The following table reflects our Experience Modification Rate (EMR) for the past three years.

Year	California EMR
2019	85
2018	76
2016	72

2) Colombo has a strong company Safety Program for all projects and employees. We firmly believe that excellent project safety is good business from the human side first and foremost, but also from the perspective of cost savings to the project.

3) Our Safety Program will be tailored for this project. It will address all potential hazards including the following:

   a. Safety Program
   b. Accident Prevention Plan
   c. Fire Prevention Plan
   d. Jobsite Trauma Program
   e. Hazard Communication Program

5) Colombo's Project Team will make the Safety Program a number one priority for each and every person working on the project. It will include input from our Safety Coordinator, Safety Director, Project Superintendent, and Project Manager. Each Prime / Subcontractor will be required to sign and comply with the Safety Program, taking ownership of it in its entirety.

6) Additionally, Colombo will develop a Safety Orientation Program which will be given to each trade person prior to his/her first day of work. This Orientation Program will be implemented in accordance with our standard policies. A full copy of our Safety Plan will be provided to each member of the Project Team.

XI. DOCUMENT MANAGEMENT

1) The project Administrative Assistant will be responsible for plan distribution, logging, cross-referencing, distributing, tracking, and closing submittals, Action Items Lists, Requests for

   Information, Letters of Instruction, Field Orders, Change Order Documents, and Application for Payment.

   a. Tool Used:

i. Document Control Logs and reports are maintained in Procore.
ii. Contractor payments, project budget, and project cost data is maintained in Spectrum.

Note: All departments are Local Area Network for data sharing and reporting purposes.

XII. CONSTRUCTION STAGING AND SITE LOGISTICS

1) Colombo will incorporate our Site Logistic Plans as part of the bid packages. This plan identifies the most effective means and methods of constructing your facility. It will address the following:

a. Security site fence
b. Vehicular traffic patterns, truck access, egress and ingress to site with safety as a major consideration
c. Marshaling and staging locations for construction equipment materials and trailers
d. Crane locations and access
e. Parking
f. Project signage and construction safety signage locations
g. Emergency access for fire trucks or other emergency vehicles
h. Identify temporary project facilities for common use by Prime / Subcontractors
i. Street vacations and closings
j. Phasing and sequencing of construction activities

XIII. CONTRACT MODIFICATION CONTROL

1) We will conduct a comprehensive pre-construction review of drawings and specifications to ensure the constructability of the project and refer any corrective measures to the Architect for issuance of Addenda by the Architect prior to bidding the specific trade category.

2) Well defined work scope for each bid package minimizes disputes between the various trades and assures minimum cost duplications or omissions. The clarity of the work scope ensures that the Prime / Subcontractors will concentrate their efforts on the "bricks and mortar" of the project, thus ensuring a timely completion, and not on determining what is or is not in their scope of work.

XIV. CLAIMS AVOIDANCE

1) Claims will be minimized through the use of bid packages with detailed description of work scope within each bid and through Constructability Reviews for each bid package. Bids submitted with exclusions will be considered non-responsive.

2) Effective communication and proper scheduling of the construction process will also minimize claims.

3) Timely resolution of design conflicts or clarifications will be facilitated through in-place contract controls to minimize time impacts.

4) A detailed written record of conditions, resource management, impacts and photographic records will be maintained to counter unreasonable Contractor claims.

B. DESCRIPTION OF SERVICES

COLOMBO CONSTRUCTION COMPANY, INC.

XV. PROGRESS REPORTING

1) A daily log will be kept by the Project Superintendent containing information on the weather, progress of Contractors' work on-site, number of workers, work accomplished by various trades, problems encountered, and other relevant data as Owner may require. These daily logs will be submitted to the Owner on a weekly basis. Project Manager and Project Superintendent will also prepare a Narrative Report if Owner so wishes to submit with each updated schedule and/or with each photographic history of the project at an interval as requested by the Owner (i.e., weekly, bi-monthly, etc.).

XVI. A PHOTOGRAPHIC HISTORY OF THE PROJECTS CONSTRUCTION

1) A photographic history of the project will be submitted at an interval as requested by Owner. We will use digital photography and will forward such photos to the Owner and Architect via email.

XVII. FIELD AS-BUILT TRACKING SYSTEM

1) A complete set of record drawings will be maintained at the jobsite office. Each Prime / Subcontractor will be required to update the record drawings each month prior to receiving approval of their Application for Payment by the Project Manager and the Project Superintendent.

XIX. PROJECT PUNCHLIST

1) Prior to final completion of the project, Colombo will review the work and require all respective Prime / Subcontractors to complete unsatisfactory work.

2) After completion of this work, a formal punch list will be developed by the Owner, Architect, and Construction Manager. Colombo will then coordinate completion of the punchlist items as expeditiously as possible. After the punch list is completed, another walk thru will be held with the Owner, Architect, and Construction Manager.

3) Colombo will coordinate the Prime / Subcontractors for those items which were not completed or not completed to the satisfaction of Owner. As items are completed the appropriate representatives will sign off on the punchlist. This process will continue until all punch list items have been completed to the satisfaction of Owner.

4) Colombo will ensure that this process meets the terms of the General Conditions.

5) A complete set of record drawings will be maintained at the jobsite office. Each Prime\Subcontractor will be required to update the record drawings each month prior to receiving approval of their Application for Payment by the Project Manager and the Project Superintendent.

XVIII. PROJECT CLOSE-OUT

1) Facilitate project closeout a nd administer warranty period corrective work. Logs will be prepared during the course of construction showing what is required to be submitted to the Design Team /

B. DESCRIPTION OF SERVICES

Owner at the close of the project. A copy of this log will be forwarded to the Design Team / Owner for approval. Prior to the completion of the project, letters will be issued along with appropriate guarantee forms to each contractor. All closeout documents will be compiled by Colombo and submitted to the Design Team / Owner.

Executed on this 18th day of August, at Bakersfield, Kern County, State of California.

Signature

Ryan Altergott
Print Name

President
Title

C. PLAN OF ACTION

COLOMBO CONSTRUCTION COMPANY, INC.

To achieve the expedited/fast track schedule our primary emphasis at the onset of the project will be to define the requirements for the Metal Building System. From the date of the execution of the contract for the Metal Building System to delivery onsite for the materials for the Metal Building Systems will require 15 weeks. We have built our Conceptual Schedule based on bidding the Metal Building System at the completion of the Schematic Design Phase.

We will work with the Design Team and CAPK to complete Construction Documents and obtain building permits so the concrete foundations and slab will be completed immediately prior to the delivery of the Metal Building System onsite.

Though not as critical as the Metal Building System to the completion of the Construction documents will be the Award of the walk-in refrigerator/freezer. This will require coordination of the concrete slab design and electrical and floor sinks.

Critical to the success of this project will be coordination of the work with the ongoing operations of the Food Bank.

Our Plan of Action identifies the various project specific steps to be taken to successfully complete the Warehouse Expansion project

A. DESIGN PHASE

1) Our first step, working with CAPK and the Design Team, will be to complete the Schematic Drawing phase for the building. Historically most architectural firms are not well versed in Metal Building Systems. Therefore, the drawings relating to the Metal Building System and the interface of other work with the Metal Building Systems is incomplete and not well defined.

   In our Preconstruction Fee we have included the services of Paul Pasquini to provide design assistance to the selected Design Team to clearly define the design, layout, and specifications for the Metal Building System. Paul's knowledge of the existing Food Bank warehouse building and his knowledge of Metal Building Systems will clearly define the scope of work as it pertains to the Metal Building System. He will oversee the drawings on how the other trades work will interface with the Metal Building System. This will result in competitive pricing, eliminate change orders due to lack of information, and expedite the construction process.

2) Based on the Schematic Drawings we will provide a project budget including the design costs, approvals, and construction. This initial budget will drive the drawings process as to what the actual items and level of finishes are to be included in the project. The site design work will proceed concurrently as this initial budget is developed.

3) The Design Development and Construction Document phases will be completed as detailed in our "Construction Management Services".

4) During the design phase other items requiring additional coordination are the following:

   a) Analyze the benefits of using the existing rigid frame to support the purlins of the new warehouse building versus designing the addition as a separate structural system.
   b) It appears the new warehouse will require a considerable amount of soil to raise the existing grade to achieve the same finish floor elevation as the existing building. If CAPK owns enough adjacent existing property perhaps we can "borrow" some of this existing soil to provide the fill material required. If not, we can do a cost and benefit analysis of providing a lower finish floor elevation for the new warehouse addition.
   c) Concrete slab thickness will need to be designed to accommodate the pallet rack system.
   d) Selection of warehouse lighting fixtures and coordination of lighting layout with pallet rack layout
   e) Layout of Walk-in Boxes and coordination of associated concrete work, plumbing and electrical requirements.
   f) Coordination of the interface of connecting the new warehouse with the existing warehouse operations at completion.
   g) New access road from Feliz Drive.

5) Completion of the documents suitable for bidding will be under our control. This will be achieved through commitment and collaboration of CAPK, selected Design Team and Colombo Construction. For further description of our methodology see "Construction Management Services".

B. PROJECT SCHEULE:

1) Our goal is to schedule the project based on the delivery of the Metal Building System. This will be accomplished by completing the following 3 critical milestones:

   a) The first critical milestone will be the execution of a contract between CAPK and the Metal Building Contractor. This contract can be a two-part contract the first will be limited to providing drawings and engineering as required to complete the construction documents and obtain a building permit. The second contract will be issued for the fabrication and delivery of the steel when project funding is secured.
   b) The second critical milestone will be the execution of the contract between the selected Earthwork Contractor and CAPK. At this point in the schedule the GMP and CM @Risk contract will not be finalized.
   c) The third critical milestone will be obtaining a building permit in order to perform the work for the concrete foundation and slab.

2) The balance of the work for completion of the project will be accomplished in effective manner by meeting our 3 critical milestones.
3) Much of the site work can be completed concurrently with the construction of the warehouse.

C. PRECONSTRUCTION SERVICES

1) Colombo Construction Company will provide pre-construction services that include a project schedule including design, approvals, bidding, construction, project closeout activities and budget development for Schematic, Design Development and Construction Document Design phases. We will assist the Project Team in the following:

   a) Project plans will be carefully reviewed by the Project Manager and Superintendent for constructability and set-up of Bid Packages. Complete plans and specifications combined with effectively written Bid Packages will ensure each Trade Contractor understands what they will be bidding.
   b) A formal project schedule will be developed carefully considering any unique work activities as established by the Food Bank.

D. FIRMS METHODOLOGY FOR COORDINATION AND ISSUE TRACKING:

1) Colombo Construction utilizes Procore's Construction document tracking software. This is a cloud-based program that allows 24/7 access to all team members on a project, whether a Construction Manager employee, the Architect, or Owner. Every document that is handled by the Construction Manager is tracked in this program. There is even a simple downloadable application for your phone, therefore information can be accessed while out on the project site. Schedules, Budgets, RFI's, etc. can all be tracked, logged and reports given at each Owner's meeting.

2) Team members are always able to monitor the project and may create or add documents as they deem appropriate. Many architects now actively participate with this software by placing administrative documents (RFI answers, Proposal Requests, Submittal Approvals, etc.) directly into Procore. This reduces the amount of paper generated on a project and generally saves administrative time for all concerned.

3) Colombo Construction further tracks important issues in the Project Meeting Minutes. This maintains an issue on the agenda for discussion at every meeting in order to encourage resolution of the issue. The issue is not removed until there is an agreed upon resolution.

H. EXAMPLES OF BETWEEN TRADE COORDINATION EFFORTS:

1) *Project Meetings* – The most effective way to coordinate efforts between trades is through regularly scheduled meetings or special meetings as more complex issues

arise on the project. Colombo Construction will conduct weekly meetings with the Trade Contractors to coordinate all efforts in the field. The meeting will as a minimum address the following:

a) Review of 3 week look ahead schedule.
b) Potential installation conflicts between Trade Contractors.
c) Potential upcoming owner added work.
d) Any issues Trade Contractors foresee as potential problems.

2) Conduct special meetings with Trade Contractors whose work will interface with each other such as the Plumbing and Underground Utility Trade Contractor to review sequencing, locations of final connections (horizontal/vertical).

I. SCHEDULING AND EXAMPLES OF TIGHT CONSTRUCTION/RECOVERY SCHEDULE:

1) Colombo Construction uses three methods to monitor and keep projects on schedule – the use of a CPM Schedule, Three Week Look Ahead Schedule submitted by Trade Contractors; and should the need arise, a Recovery Schedule.

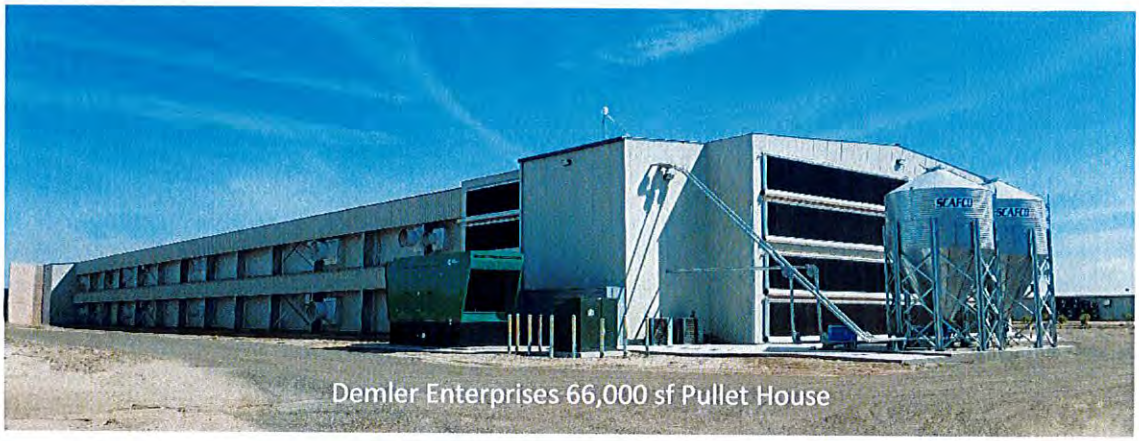
a) The Critical Path Master Schedule is developed during preconstruction and is updated every week or as needed depending on the complexity of the project. The CPM schedule is reviewed by the Project Team at every Owner's Meeting and the Owner is kept informed of any changes or delays.
b) Three Week Look Ahead – this tool is used to keep the Project Superintendent informed on resource allocation and timing of each contractor on the project. The schedules are reviewed weekly and if additional resources are needed, the contractor is asked to provide them. Each contractor is held accountable to the projected Three Week Look Ahead and adjustments can be made before significant impact to the CPM.
c) Recovery Schedule – If the Critical Path on the project schedule is delayed, a Recovery Schedule will be set-up to bring the project back to its projected timing. This usually means allocating additional resources or making adjustments in the project sequence. A Recovery Schedule is developed to make important changes in the project approach to bring the project back on schedule.

2) *Grimmway Farms 15,210 SF Cold Storage Staging and Loading Dock Addition* was designed and constructed in less than 5 months. Paul Pasquini was responsible for the oversight of the design, permitting, and construction of this facility. Though not as an aggressive schedule as the Grimmway project the warehouse addition to the existing Food Bank Warehouse will follow a similar path from design to completion.

C. PLAN OF ACTION


Grimmway Farms 15,210 sf Cold Storage Staging & Loading Dock

3) *Demler Farms Egg Ranch* over the past 4 years has added new buildings and modernized existing facilities consisting of 23 projects totaling 887,200 square feet Paul Pasquini has been responsible for the oversight of this complete "overhaul" of one the largest egg ranch in California. This work includes replacing existing cooling systems, new cage systems, new feeding systems, new electrical systems, new buildings, additions to existing buildings, design, and permitting.


Demler Enterprises 66,000 sf Pullet House

J. APPROACH TO MANAGING TRADE CONTRACTORS:

1) The onsite Colombo Construction Project Team, consisting of the Project Superintendent and Administrative Assistant, are responsible for coordinating day-to- day work activities of all contractors. The goal is to maintain communications and document flow to all responsible parties utilizing document control and regularly scheduled meetings.

   a) Coordinate the work of surveyors, special consultants, and testing laboratories.
   b) Ensure each Trade Contractor has an OSHA Health and Safety Program in effect as required by statutes.

C. PLAN OF ACTION

2) Arrange delivery, storage, protection, and security of CAPK purchased materials, systems and/or equipment which are a part of the Project. Coordinate with these activities to the appropriate Prime Contractor who is responsible for the installation of such materials, systems, and/or equipment.

For further description of our methodology see "Construction Management Services".

CAPK

FB 2020-002 - 1807 FELIZ DR. - WAREHOUSE EXPANSION

CONCEPTUAL PROJECT SCHEDULE

8/19/2020

| | Week Ending Dates | 2020 | | | | | | | | | | | | 2021 | | | | | | | | | | | |

CAPK

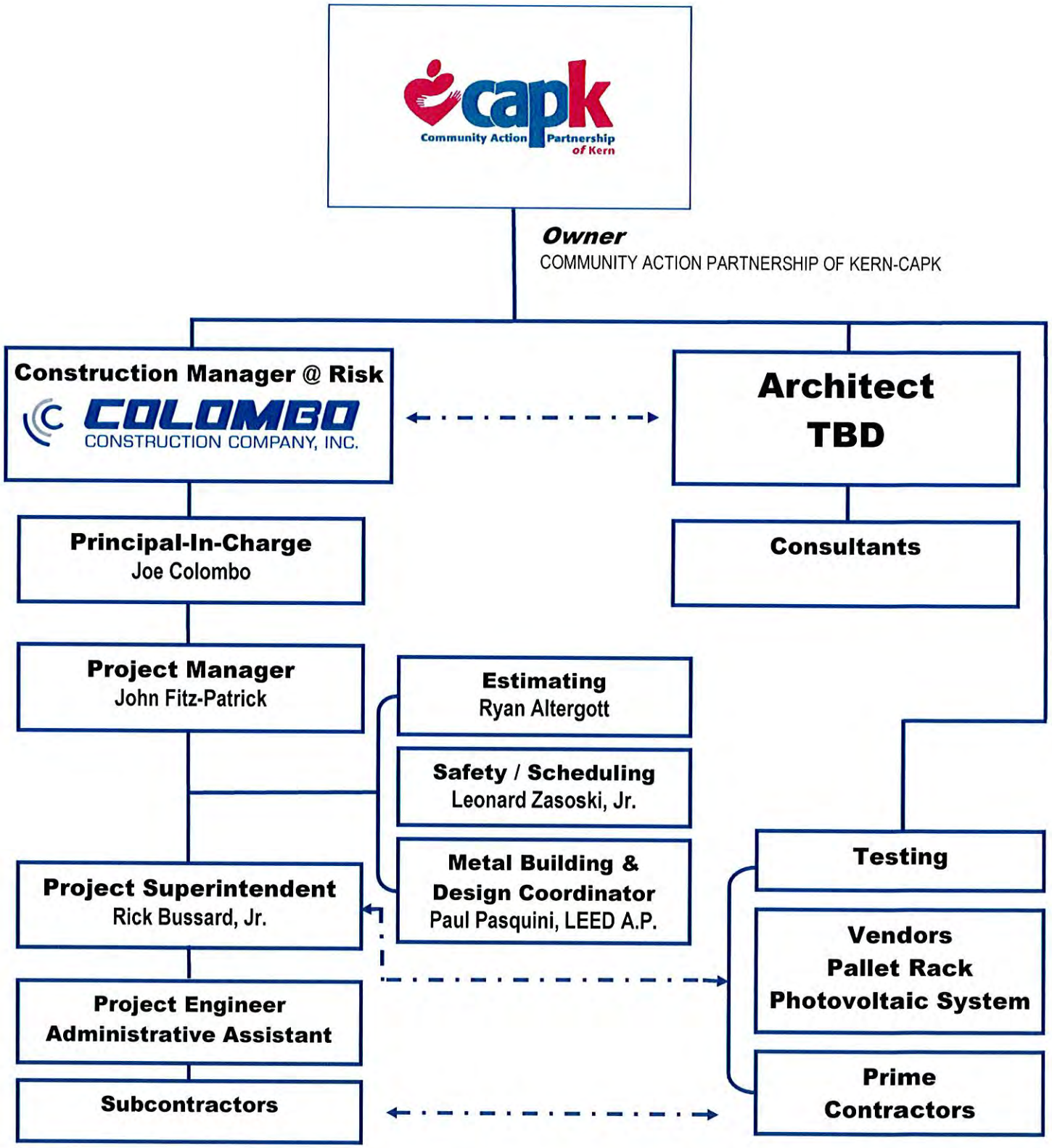
FB 2020-002 - 1807 FELIZ DR. - WAREHOUSE EXPANSION

CONCEPTUAL PROJECT SCHEDULE

8/19/2020

| | 2020 | | | | | | | | | | | | 2021 | | | | | | | | | | | |

C.2. TEAM ORGANIZATIONAL CHART



C.3. PROJECT TEAM RESUMES
PRINCIPAL-IN-CHARGE

COLOMBO
CONSTRUCTION COMPANY, INC.

VICE PREISDENT
SPECIAL PROJECTS

Joe Colombo



45 YEARS OF EXPERIENCE | **45 YEARS WITH COLOMBO**

Joe Colombo is one of the Owners of Colombo Construction and serves on the Executive Management Team and the Board of Directors. Joe began his career as an apprentice carpenter, promoted to sales and design of metal building projects, and served as Vice President of Sales for 38 years and currently serves as the Vice President of Special Projects. His years of experience include serving as Project Manager and Principal-In-Charge on negotiated projects from Design-Build to Construction Management Multiple-Prime. In cooperation with Owners and design teams, Joe has assisted on selection of the most efficient structural, mechanical and electrical systems available. His experience and knowledge of the costs associated with construction materials and systems selected for project types, will bring added value to the overall design and construction process.

EDUCATION

/ Bachelor of Arts,
University of San Francisco,
San Francisco, CA

RELEVANT PROJECT EXPERIENCE

/ Grimmway Charter School Academy—Shafter Campus, Grimm Family Educational Foundation

/ Grimmway Charter School Academy—Phase II & III New 7th and 8th Grade campus, Grimm Family Educational Foundation

/ Grimmway Charter School Academy—Arvin Campus, Grimm Family Educational Foundation

/ Bakersfield Memorial Hospital / Mercy Hospital Downtown / Mercy Hospital Southwest EHR Project, Dignity Health

/ Bakersfield Memorial Hospital New Kitchen / Shell, Dignity Health

/ Quest Imaging New Office Building and Imaging Center at Riverwalk, Quest Imaging Medical Associates

/ Kern Radiology 9,300 sf Tenant Improvements (exam room, x-ray room, reception area & offices), Kern Radiology Medical Group

/ Memorial Medical Plaza's new 80,000 sf medical facility (eight tenants, land acquisition & secured financing for project), Memorial Medical Plaza Associates, Inc.

/ Riverwalk Medical Plaza Phases I & II—two 26,000 sf pre-cast concrete tilt-up, single story facility with licensed surgery center & medical offices, Riverwalk Medical Associates

/ Riverwalk Medical Plaza Phase III—50,000 sf two-story healthcare facility (architectural pre-cast concrete), Riverwalk Medical Associates

/ Bakersfield Millennium Medical Plaza Tenant Improvements for three medical offices at Riverwalk West, Riverwalk Medical Associates

C.3. PROJECT TEAM RESUMES
PROJECT MANAGER

COLOMBO
CONSTRUCTION COMPANY, INC.

John Fitz-Patrick



28 YEARS OF EXPERIENCE

2 YEAR WITH COLOMBO

John Fitz-Patrick is new to the Colombo Construction Project Team. He brings with him 28 years of construction industry experience. John has served as a Project Manager overseeing small to large commercial construction projects as well as managed several successful publically funded projects as an independent owner. John was immediately recognized as a creative problem solver, extremely good communicator and highly organized in coordinating daily site activities in an organized and composed manner. John currently serves as the Project Manager on the Castaic Middle School Modernization and the modernization projects for El Tejon Unified School District.

EDUCATION

/ Phoenix Institute of Technology, Phoenix, AZ

RELEVANT PROJECT EXPERIENCE

/ CAPK Head Start Classrooms—4 Campuses, Community Action Partnership of Kern
/ Beardsley Jr. High School Administration Remodel and Addition, Beardsley School District
/ Plum Canyon Elementary School New Classroom, Saugus Union School District
/ Richgrove Elementary School Modernization, Richgrove School District
/ Bakersfield College Stadium Upgrade, Kern Community College District
/ South Fork Elementary School All Day Kindergarten, South Fork Union School District
/ Kernville Elementary School All Day Kindergarten Classroom Wing, Kernville Union School District
/ Frazier Mountain High School Football Field Renovation, complete campus upgrade, roofing And HVAC, El Tejon Unified School District
/ El Tejon Middle School Modernization, El Tejon Unified School District
/ Castaic Middle School Modernization, Castaic Union School District
/ Frazier Mountain High School Modernization, El Tejon Unified School District
/ Frazier Park Elementary School Modernization, El Tejon Unified School District
/ Orangewood Elementary School Modernization, Edison School District
/ Bakersfield DoubleTree Hotel Renovation, Integrated Capital, LLC
/ Hyatt Place - Delano New Build, YK America

C.3. PROJECT TEAM RESUMES
METAL BUILDING & DESIGN COORDINATOR

COLOMBO CONSTRUCTION COMPANY, INC.

Paul Pasquini



35 YEARS OF EXPERIENCE | **24** YEARS WITH COLOMBO | **32** YEARS IN PRE-ENGINEERED METAL BUILDINGS

Paul Pasquini has been with Colombo Construction for 24 years and is responsible for the estimating, ordering, review and approval of Varco-Pruden Pre-Engineered Metal Building Systems for Colombo Construction. He specializes in the design, construction and coordination of pre-engineered metal building systems. He also prepares construction documents for architectural and structural disciplines. He provides oversight and coordination of civil, mechanical, plumbing and electrical disciplines. Paul's has extensive work experience with commercial, industrial and agriculture projects. His design-build projects nclude warehouses, offices, laboratories, cold storage, education facilities, oil field industrial facilities, petrochemical facilities, quality control, research, development and sensory facilities. Paul serves as a Board Member on the County of Kern Building Appeals Board.

EDUCATION

/ Bakersfield Junior College
Bakersfield, CA

CERTIFICATIONS

/ LEED, A.P.
/ International Conference of Building Officials (ICBO) 1994 and 1991
/ Uniform Building Code (UBC) Update

AFFILIATIONS

/ County of Kern Building Appeals Board Member

RELEVANT PROJECT EXPERIENCE

/ Operations and Maintenance Warehouse Re-roof, Kern County Superintendent of Schools
/ Cal-Organic Cold Storage Staging and Loading Dock Addition, Grimmway Farming Co.
/ Demler Layhouses, Office, Packing and Warehouses, Demler Enterprises
/ Bolthouse Farms Accessibility Upgrades, Campbells Soup Company
/ Demler Wasco Layhouses 1, 2, 3, 4, 5, 6, 7, 8, Demler Enterprises
/ Demler Delano Layhouses 1, 2, 3, 4, 5, 6, 7, 8, 9, Demler Enterprises
/ Bolthouse Farms Refresh Construction, Campbells Soup Company
/ Earlimart Growers Shop Wall, Earlimart Growers Delano
/ SecureCare Self Storage Extra Space Storage Remodel, Granite Construction Co.
/ Grimmway Charter School Academy Phases II & II, Grimm Family Educational Foundation
/ Earlimart Growers Cold Storage Tunnel Addition, Earlimart Growers Delano
/ Paramount Farms Office Distribution Center, The Wonderful Company, Inc.
/ Bolthouse Farms Architectural and Metal Building Design for various Bolthouse Farms Projects, Campbells Soup Company
/ Zond Energy Systems Office Manufacturing Facility, Enron Wind Corporation
/ Grimmway Miscellaneous Projects, Grimmway Farming Company

C.3. PROJECT TEAM RESUMES
ESTIMATOR

COLOMBO
CONSTRUCTION COMPANY, INC.

PRESIDENT

Ryan Altergott



18 YEARS OF EXPERIENCE

18 YEARS WITH COLOMBO

Ryan Altergott has been with Colombo Construction for 18 years and serves on the Company's Executive Management Team and Board of Director's as President. In past years, he served as Executive Vice President of Estimating and Secretary / Treasurer on the Board of Directors. Ryan is responsible for budget development on all Colombo Construction Company projects. These projects include schools, universities, city and public works, hospitals, healthcare, agricultural, commercial and industrial. Ryan oversees development of the overall project from planning, design, estimating and construction.

EDUCATION

/ Bachelor of Science
San Diego State University, CA
Finance

RELEVANT PROJECT EXPERIENCE

/ Oversees budget development on ALL Colombo Construction Company construction projects.

/ Panama Elementary School Modernization, Panama-Buena Vista Union School District (Principal-In-Charge)

/ Sing Lum Elementary School Modernization, Panama-Buena Vista Union School District (Project Manager)

/ Norris Middle School Modernization, Norris School District (Project Manager)

/ Grimmway Academy Charter School, Grimm Family Educational Foundation (Project Manager)

/ Frontier High School, Kern High School District (Project Engineer)

C.3. PROJECT TEAM RESUMES
SAFETY / SCHEDULING

COLOMBO
CONSTRUCTION COMPANY, INC.

Vice President
Construction Operations

Leonard Zasoski, Jr.



40 YEARS OF EXPERIENCE

40 YEARS WITH COLOMBO

Leonard Zasoski, Jr. has been with Colombo Construction for 40 years. He serves on the Executive Management Team and Board of Directors as the Vice President of Construction Operations. In past years, Leonard served as a Carpenter Foreman, Project Superintendent, General Superintendent and Director of Safety providing oversight on all Colombo Construction's field Operations. He continues to administer and manage Colombo Construction's Safety Operations training supervisors, employees and subcontractors.

As Vice President of Construction Operations, Leonard is in charge of not only day-to-day operations, but also the financial well-being of the various projects under his supervision. He oversees all Colombo Construction field operations to ensure projects are completed on time, on budget and constructed with integrity and professionalism by managing all aspects of construction from creation to installation. He provides direct supervision, training and hiring of Project Managers, Project Superintendents, and the Safety Coordinator; provides construction input and knowledge in plan development and purchasing contract awards; participates in formulating, administering and maintaining project budgets, company policies and developing long range goals and objectives; directs, measures and reports progress towards project goals. Leonard ensures that the procurement of materials, supplies, equipment and manpower meet project needs and requirements. He serves a hands-on role in nearly every aspect of construction management by providing general and/or specific construction knowledge and problem solving skills to those working under his supervision.

Leonard is responsible for ensuring and maintaining a safe and secure worksite. He conducts monthly safety compliance inspections of all Colombo Construction job sites for quality control throughout the building process by walking job sites, instructing staff, meeting with and instructing subcontractors. Leonard provides preconstruction review with Project Managers and site Superintendents on all projects addressing safety concerns prior to commencement of construction; reviews and modifies Job Hazard Analysis (JHA) as needed; maintains and updates records of all personnel trained and monitors those areas requiring ongoing training; reviews all accidents, incidents, near misses, and identifies areas within the safety program which may need modification. He assures all codes and municipality laws are enforced at all job sites and that all Cal/OSHA, Health and Safety Guidelines are followed for the safety of employees, subcontractors and clients.

CERTIFICATIONS

/ Cal-OSHA 30
/ First Aid
/ CPR / AED

AFFILIATIONS

/ Grand President—Italian Catholic Federation (2015-2017)
/ Fourth Degree Knights of Columbus
/ 2015 Hero of Hope—American Cancer Society
/ USC Cancer Survivorship Advisory Council (CSAC)

C.3. PROJECT TEAM RESUMES
SUPERINTENDENT

COLOMBO
CONSTRUCTION COMPANY, INC.

SUPERINTENDENT

Rick Bussard, Jr.



28 YEARS OF EXPERIENCE

28 YEARS WITH COLOMBO

Although Rick Bussard's recent experience has been in hospital modernizations, Rick began his career as a Project Superintendent overseeing metal building projects. His attention to detail and his proactive/waste no time work ethic will ensure a successful project for CAPK.

Rick has been working continuously on hospital work under the governance of OSHPD over the past 11 years. His extensive knowledge of OSHPD requirements and processes have proven to be an invaluable asset to our hospital clients. Due to his strong ability to effectively supervise and coordinate construction crews, Rick was nominated to receive the 2015 Best Superintendent of the Year award through the Southern California Chapter of the American Subcontractors Association which he received second place out of 50 nominees throughout Central and Southern California.

TRAINING

/ CAL/OSHA 300
/ Primavera
/ Dale Carnegie Leadership

RELEVANT PROJECT EXPERIENCE

/ Westwood West Action Sports Resort, Westwood West Action Sports
/ GE Wind Energy Warehouse, Office Oil Storage, Manufacturing area, Enron Wind Corp.
/ Bakersfield Memorial Hospital, Mercy Hospital Truxtun, Mercy Hospital Southwest Electronic Health Records (EHR) Project, Dignity Health
/ Bakersfield Memorial Hospital Hybrid Cath Lab No. 3-CVOR, Dignity Health
/ Bakersfield Memorial Hospital Vaporizer Slab Repair, Dignity Health
/ Bakersfield Memorial Hospital Autoclave Replacement, Dignity Health
/ Bakersfield Memorial Hospital Second Story EP Lab, Dignity Health
/ Bakersfield Memorial Hospital First Floor CT Scan Replacement, Dignity Health
/ Tehachapi Valley Healthcare District Critical Access Hospital Replacement, Adventist Health Bakersfield
/ Golden Empire Cardiology Tenant Improvements, Golden Empire Cardiology Medical Associates, Inc.
/ Memorial Medical Plaza New Medical Office Building and Tenant Improvements, Vernon Sorenson, MD, Inc.

D. TAXES

STATEMENT

Colombo Construction Co., Inc. is aware and acknowledges that CAPK is NOT a tax-exempt entity and that any and all applied taxes to CAPK in regard to Request for Proposals Number: FB 2020-002, must be listed as a line item.

I, the undersigned, certify and declare that I have read all the foregoing information in regard to the Request for Proposals Number FB 2020-002 for Construction Manager at Risk Services for Community Action Partnership of Kern - CAPK. The matter stated in the statement above, including those on any separately attached pages, are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Dated:
August 18, 2020

Ryan Altergott, President
COLOMBO CONSTRUCTION CO., INC.

E. DISCOUNTS

STATEMENT

Colombo Construction Co., Inc. has not included any discounts or in-kind donations to CAPK as mentioned in the Request For Proposals Number FB 2020-002 for Construction Manager at Risk Services dated July 29, 2020. If Colombo Construction Co., Inc. receives any discounts or in-kind donations during the project, these will be passed along to CAPK.

I, the undersigned, certify and declare that I have read all the foregoing information in regard to the Request for Proposals FP Number FB 2020-002 for Construction Manager at Risk Services for Community Action Partnership of Kern (CAPK). The matter stated in the statement above, including those on any separately attached pages, are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Dated:
August 18, 2020

Ryan Altergott, President
COLOMBO CONSTRUCTION CO., INC.

F. CONFLICT OF INTEREST

COLOMBO CONSTRUCTION COMPANY, INC.

STATEMENT

Colombo Construction Company, Inc. has read and is fully aware of the provisions set forth in Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and/or employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, director of indirect, in resulting Contract or the proceeds thereof.

Colombo Construction Company, Inc. has no recent, current or anticipated contractual obligations relating in any way to similar work, projects of Community Action Partnership of Kern (CAPK) that may have a potential conflict with Colombo Construction Company, Inc.'s ability to provide services described herein to CAPK. Colombo Construction Company, Inc. acknowledges the Company cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in projects which Colombo Construction Company, Inc. may provide services.

I, the undersigned, certify and declare that I have read all the foregoing information in regard to the Request for Proposals (RFP Number FB 2020-002) for Construction Manager at Risk Services for Community Action Partnership of Kern (CAPK). The matter stated in the certification above, including those on any separately attached pages, are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Dated:
August 18, 2020

Ryan Altergott, President
COLOMBO CONSTRUCTION CO., INC.

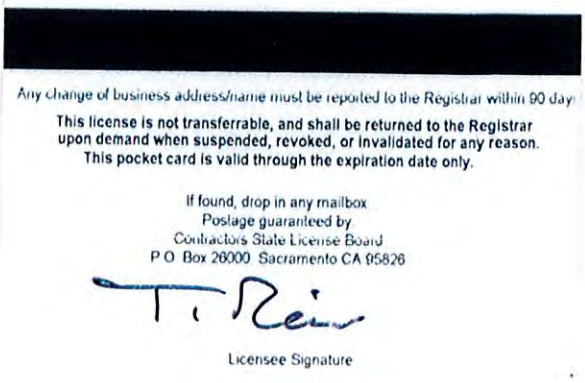
G. GENERAL CONTRACTORS LICENSE

COLOMBO CONSTRUCTION COMPANY, INC.

1. Name of license holder exactly on file:	COLOMBO CONSTRUCTION CO INC.
2. License classification:	C51 - Steel, Structural B - General Building Contractor C-8 - Concrete
3. License number:	191788
4. Date issued:	May 2, 1960
5. Expiration date:	April 30, 2022
6. Whether license has been suspended or revoked in the past five (5) years, with explanation:	N/A - License is current & active



(Front Image of License)



(Back Image of License)

APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

VENDOR INFORMATION SHEET

Date: August 18, 2020 Prepared By: Joe Colombo

Official Business Name: Colombo Construction Co., Inc.

DBA: Colombo Construction Co., Inc.

Location Address: 3211 Rio Mirada Drive, Bakersfield, CA 93308
Street City State Zip

Remit Address: 3211 Rio Mirada Drive, Bakersfield, CA 93308
Street City State Zip

Contact Person: Joe Colombo Title: Vice President Special Projects

Phone #: (661) 316-0100 Accts. Receivable Phone #: Jenny Arnoldus (661) 316-0148

Fax #: (661) 316-0101 Customer Service Phone #: (661) 316-0100

CAPK Vendor #: RFP #FB-2020-002 E-mail Address: jcolombo@colomboconstruction.com

Federal ID # or SS#: 95-2091187 Type of Business: General Building Contractor

Contractor Lic #: 191788 Business Lic #: 20 00000151 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: Navigators Insurance Policy Number: LA19CGLZ1F9WIC

Auto Liability Insurance Carrier & Policy #: AllState Insurance Company Policy Number: 48939903

Workers Compensation Insurance Carrier & Policy #: Travelers Casualty and Surety Company of America Policy Number: UB-6J31205-18-26-G

FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: _____

BUSINESS ENTITY/CLASSIFICATION:

☐ Board Member ☐ Employee ☐ Faith Based ☐ Fed Gov't ☒ For Profit ☐ Housing Collaborative ☐ Local Gov't
☐ Non-Profit ☐ Parent ☐ Post Secondary Ed ☐ Provider ☐ School District

SBA CLASSIFICATION:

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, Women's Business Enterprises and Veteran Business Enterprises.

☐ Minority-Owned ☐ Small Business ☐ Veteran-Owned ☐ Woman-Owned

Years in Business: 72 Accept Purchase Orders: ☒ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: Ryan Altergott

Title: President Date: August 18, 2020

REV. 012516

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Colombo Construction Co., Inc.

2 Business name/disregarded entity name, if different from above

Print or type
See Specific Instructions on page 2.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt., or suite no.)
3211 Rio Mirada Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, CA 93308

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
95 - 2091187

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** August 18, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

APPENDIX C

Community Action Partnership of Kern
Additional Terms and Conditions

1. **TAXES.** The Contractor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OR SUBCONTRACTING.** The Contractor may not assign or transfer the Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Agreement at any time by giving written notice to the Contractor 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 Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under the Agreement except as set forth in this section in the event of such termination.
4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor'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 Contractor and CAPK's Chief Executive Officer.
5. **CLAIMS**. All claims for money due or to become due to the Contractor from CAPK under the Agreement may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE**. Any notice or notices required or permitted to be given pursuant to the Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Contractor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Contractor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action

Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Contractor will be American made.
12. **CONFIDENTIALITY.** The Contractor shall use his or her best efforts to keep confidential any information obtained during the performance of the Agreement.
13. **RESPONSIBILITY.** ~~If Contractor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.~~ A payment and performance bond will be included in our GMP.
14. **PROTEST BY VENDOR:** If the Contractor wishes to file a protest against CAPK for any action, the Contractor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Contractor in connection with any decision affecting a CAPK purchase or Agreement for Goods or Services. Thus, if such a case were to occur, the Contractor may file a protest with CAPK as specified in the section titled "Protest by Contractor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION**: Contractor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
    a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
    b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
    c. Does not have a proposed debarment pending; and
    d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

    If there are any exceptions to the Certifications above, insert the exceptions in the following space:
    Exceptions will not necessarily result in denial of award but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action. Note: Providing false information may result in criminal prosecution or administrative sanctions.
17. **WORKER'S COMPENSATION**: Labor Code Section 3700 provides:

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

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

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

Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Agreement.

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

18. **INSURANCE REQUIREMENTS:** Contractor shall procure, furnish and maintain for the duration of the Agreement the following types and limits of insurance herein:

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

All policies required of the Contractor 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 Contractor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

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

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

The insurance required hereunder shall be maintained until all work required to be

performed by the Agreement is satisfactorily completed.

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

19. **DAVIS BACON:** The Davis-Bacon Act, as detailed in the Code of Federal Regulations (CFR) 29. Part 5 of the CFR 29 applies to any construction, renovation or repair work that exceeds $2,000.00.
    a. The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the contract work.
    b. The Secretary of Labor (SOL) determines the Davis- Bacon Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications.
    c. If there is a difference, the bidder shall pay not less than the higher wage rate.
    d. Concerning Classification of Labor and Davis-Bacon Wage Rate Determinations:
        i. Bidder must obtain Davis-Bacon Wage rate determinations from the following sites: http://www.wdol.gov/ (Federal); http://www.dir.ca.gov/OPRL/PWD/index.htm (State).
    e. Contractor must use the classification that most accurately describes the work to be performed. Bidder must reclassify workers to conform to changes in duties, if any. Contractor must maintain an accurate payroll record of the time spent in each classification and submit certified payroll weekly.

SIGNATURE **DATE** August 18, 2020

Ryan Altergott, President

PRINT NAME

Colombo Construction Co., Inc.

COMPANY NAME

ATTACHMENT A

Offerors will be required to submit with their Proposals with the following fee components:

a. Preconstruction Fee $ 20,000

b. Construction Management Fee $ 300,000

c. General Conditions Budget. $ 300,452

The Construction Management Fee will be a fixed fee and should cover the cost of the CMR's overhead and profit. The cost of general conditions, as defined in the Agreement, shall be reimbursable subject to a cap equal to the General Conditions Budget proposed by the Offeror.

Our cost for General Conditions (See Attachment B) is based on a 7-month construction schedule and excludes the cost of a Security Guard. If in preparation of the GMP the construction schedule exceeds 7-months and it is necessary to provide a Security Guard, we reserve the right to adjust the cost of General Conditions accordingly.

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ATTACHMENT B
General Conditions

COLOMBO CONSTRUCTION COMPANY, INC.

Project:	Food Bank (20,000 sf)
Owner:	CAPK
Date:	Tuesday, August 18, 2020
Durations:	

Bidding -	1 mth
Construction	6 mth
Punchlist/ Closeout	1 mth
Total	8 mth

Phase Code	Description	Cost per	Q	Unit	Cost	SUBTOTAL	Total
01-01000	**GENERAL EXPENSES**						**$ 4,500**
01-01010	**Major Equipment Rental**					$4,500	
	Equipment Rental - Tractor	$ 1,500.00	3	mth	$ 4,500		
01-02000	**Pickup/ Deliveries**						**$ 4,500**
01-02010	**Postal/ Overnight/ Courier Services**					$1,500	
	Postal/ Overnight/ Courier Services		1	ls	$ 1,500		
01-02020	**CCC Personal Pick-Up/ Deliveries**					$3,000	
	CCC Personal Pick-Up/ Deliveries		1	ls	$ 3,000		
01-03000	**Fuel**						**$ 6,800**
01-03010	**Fuel- Superintendents**					$4,000	
	Fuel- Superintendents	$ 500.00	8	mth	$ 4,000		
01-03020	**Fuel- Misc Equipment**					$2,800	
	Water Truck- Fuel	$ 400.00	4	mth	$ 1,600		
	Tractor	$ 400.00	3	mth	$ 1,200		
01-04000	**Document Reproduction**						**$ 6,000**
01-04010	**Plans- Printing/ Copies**					$4,000	
	Plans- Printing/ Copies	$ 4,000.00	1	ls	$ 4,000		
01-04020	**Documents- Printing/ Copies**					$2,000	
	Documents- Printing/ Copies	$ 2,000.00	1	ls	$ 2,000		
01-06000	**ADMINISTRATIVE REQUIREMENTS**						**$ 180,377**
01-06020	**Site Supervision**					145,597	
	Site Supervision- Pre Con/ Closeout	$ 18,199.65	1.0	mth	$ 18,200		
	Site Supervision	$ 18,199.65	7.0	mth	$ 127,398		
01-06040	**Field Engineer**					2,380	
	Field Engineer	$ 340.00	7.0	mth	$ 2,380		
01-06050	**Administrative Assistant**					26,400	
	Administrative Assistant- Closeout	$ 3,300.00	1.0	mth	$ 3,300		
	Administrative Assistant	$ 3,300.00	7.0	mth	$ 23,100		
01-06060	**Truck Allowance**					$4,000	
	Truck Allowance	$ 500.00	8.0	mth	$ 4,000		
01-06110	**Project Photos**					$2,000	
01-06110	Project Photos	$ 2,000.00	1.0	ls	$ 2,000		
01-08000	**Construction Facilities & Controls**						**$ 11,240**
01-08010	**Electrical- Utility Co. Fees**					$0	
	By Owner						
01-08020	**Electrical- PG&E Monthly Costs**					$0	
	By Owner						
01-08030	**Electrical- Site Distribution**					$5,000	
	Set Up/ Removal Allowance	$ 5,000.00	1	LS	$ 5,000		
01-08040	**Electrical- Site Distribution- Monthly**					$0	
	By Owner						
01-08100	**Water- Service**					$1,000	
	Hook-up	$ 1,000.00	1	EA	$ 1,000		
01-08110	**Water- Monthly Usage**					$0	

General Conditions

COLOMBO CONSTRUCTION COMPANY, INC.

Project:	Food Bank (20,000 sf)
Owner:	CAPK
Date:	Tuesday, August 18, 2020
Durations:	

Bidding -	1 mth
Construction	6 mth
Punchlist/ Closeout	1 mth
Total	8 mth

Phase Code	Description	Cost per	Q	Unit	Cost	SUBTOTAL	Total
	By Owner						
01-08200	**Telephone/Internet- Service**					$4,600	
	Equipment Install/ Removal	$ 3,000.00	1	ls	$ 3,000		
	Monthly Rental	$ 200.00	8	MO	$ 1,600		
01-08220	**Cell Phone Usage**					$640	
	Cell Phone Usage	$ 80.00	8.0	mth	$ 640		
01-09000	**Temp Power/ Lighting/Heating/Cooling/Venting**						**$ 5,325**
01-09010	**Electrical- 50 amp boxes**					$1,275	
	Electrical- 50 amp boxes	$ 425.00	3	ea	$ 1,275		
01-09020	**Electrical- 100' Power cords**					$2,550	
	Electrical- 100' Power cords	$ 425.00	6	ea	$ 2,550		
01-09040	**Lighting- Wobbles**					$1,500	
	Lighting- Wobbles	$ 250.00	6	ea	$ 1,500		
01-10000	**Trash Box**						**$ 8,460**
01-10020	**Trash Box- Rental**					$4,560	
	Trash Box- Rental	$ 760.00	6	mth	$ 4,560		
01-10030	**Trash Box- Dump & Return**					$3,900	
	Trash Box- Dump & Return	$ 650.00	6	EA	$ 3,900		
01-11000	**Project Office**						**$ 20,980**
01-11010	**Project Office- Delivery, Set Up & Removal**					$3,150	
	Delivery/ Pick Up	$ 1,100.00	1	ls	$ 1,100		
	Set up / Tear down	$ 400.00	1	ls	$ 400		
	Trailer tie down, install and removal	$ 1,650.00	1	ls	$ 1,650		
01-11020	**Project Office- Monthly Rental**					$4,935	
	Rental - 12'x60'	$ 650.00	7	mth	$ 4,550		
	Security screens-Rental	$ 55.00	7	mth	$ 385		
01-11030	**Project Office- Ramp**					$4,710	
	ADA Ramp Install/ Removal	$ 1,910.00	1	ls	$ 1,910		
	Rental - ADA Ramp	$ 400.00	7	mth	$ 2,800		
01-11040	**Project Office- Furniture**					$2,515	
	Desks	$ 200.00	1	ea	$ 200		
	Desk Chairs	$ 125.00	1	ea	$ 125		
	4 drawer file cabinet	$ 150.00	1	ea	$ 150		
	Plan Table	$ 250.00	1	ea	$ 250		
	Chair - Plan Table	$ 150.00	1	ea	$ 150		
	6' folding tables	$ 75.00	2	ea	$ 150		
	Folding Chairs	$ 20.00	12	ea	$ 240		
	3' folding tables	$ 50.00	1	ea	$ 50		
	Storage Cabinet	$ 200.00	1	ea	$ 200		
	Delivery/Pickup	$ 1,000.00	1	ls	$ 1,000		
01-11050	**Project Office- Equipment**					$2,170	
	Computer $1500	$ 1,500.00	1	ea	$ 1,500		
	Printer, Copier, Fax $500	$ 500.00	1	ea	$ 500		
	Phones $70 each	$ 70.00	1	ea	$ 70		
	Answering machine $100	$ 100.00	1	ea	$ 100		
01-11060	**Office Supplies**					$3,500	
	Office Supplies	$ 3,500.00	1	ls	$ 3,500		
01-12000	**Toilets/ Hand Washing Stations**						**$ 4,760**
01-12010	**Delivery & Pick Up**					595	
	Toilets- Delivery/Pickup	$ 85.00	4	ea	$ 340		
	Hand Wash- Delivery/Pickup	$ 85.00	3	ea	$ 255		

General Conditions

COLOMBO CONSTRUCTION COMPANY, INC.

Project:	Food Bank (20,000 sf)						
Owner:	CAPK						
Date:	Tuesday, August 18, 2020						
Durations:							
	Bidding -	1 mth					
	Construction	6 mth					
	Punchlist/ Closeout	1 mth					
	Total	8 mth					
Phase Code	**Description**	**Cost per**	**Q**	**Unit**	**Cost**	**SUBTOTAL**	**Total**
01-12020	**Monthly Rental**						
	Toilets- Rental	$ 340.00	7	mth	$ 2,380	4,165	
	Hand Wash- Rental	$ 255.00	7	mth	$ 1,785		
01-13000	**Storage Unit**						**$ 1,350**
01-13010	**Set Up and Removal**					300	
	Pick Up & Delivery	$ 300.00	1	LS	$ 300		
01-13020	**Monthly Rental**					1,050	
	Sea Train	$ 150.00	7	mo	$ 1,050		
01-18000	**Barricades**					$2,500	**$ 2,500**
	Allowance	$ 2,500.00	1	ls	$ 2,500		
01-19000	**Temporary Fencing**						**$ 8,180**
01-19030	**T-Stands- In & Out**					2,250	
	T-Stands- In & Out	$ 2.25	1000	lf	$ 2,250	2,250	
01-19040	**T-Stands- Monthly Rental**					1,120	
	T-Stands- Monthly Rental	$ 160.00	7	mth	$ 1,120	1,120	
01-19050	**T-Stands- Sand Bags**					720	
	T-Stands- Sand Bags	$ 9.00	80	ea	$ 720	720	
01-19060	**Privacy Screen- In & Out**					0	
01-19070	**Privacy Screen Rental**					0	
01-21000	**Exterior Dust Control**						**$ 20,000**
01-21020	**Water Truck - Rental**					$11,000	
	Water Truck - Rental	$ 2,750.00	4	mth	$ 11,000		
01-21050	**Rumble Plate**					$5,000	
	Rumble Plate (3 ea)	$ 5,000.00	1	ls	$ 5,000		
01-21060	**Gravel**					$4,000	
	Gravel	$ 4,000.00	1	ls	$ 4,000		
01-22000	**SWPPP**						**$ 2,500**
01-22000	**SWPPP- Requirements/ Implementation**					$2,500	
	SWPPP Allowance	$ 2,500.00	1	LS	$ 2,500		
01-23000	**Construction Clean Up**						**$ 6,480**
01-23010	**Progress Cleaning Labor**					$6,480	
	Progress Cleaning Labor	$ 640.00	7	Mo	$ 4,480		
	Broom Clean Warehouse Floor @ Completion		1	LS	$ 2,000		
01-24000	**Janitorial Services**					$1,500	**$ 1,500**
	Restroom Only	$ 1.50	1,000	sf	$ 1,500		
01-25000	**Project Signs**						**$ 2,500**
01-25010	**Manufacture**					$1,500	
	Manufacture	$ 1,500.00	1	ls	$ 1,500		
10-25020	**Installation/Removal**					$1,000	
	Installation/Removal	$ 1,000.00	1	ls	$ 1,000		
01-27000	**Record Documents/ As Builts**					$2,500	**$ 2,500**
	Record Documents/ As Builts	$ 2,500.00	1	LS	$ 2,500		
	TOTAL ESTIMATED COST FOR GENERAL CONDITIONS						**$ 300,452**

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Rfp: Construction Manager at Risk - Food Bank Expansion

Company Name	Phone	Fax	Email	Action Date	Action
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/27/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/26/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/25/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/25/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/24/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/24/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/24/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/24/2020	VIEWED
Southwest Regional Council of Carpenters	(661) 327-1429	(000) 000-0000	jtaylor@swcarpenters.org	08/24/2020	VIEWED
Central California Builders Exchange	(559) 237-1831	(559) 775-1351	trisha@cencalbx.com	08/21/2020	VIEWED
DCS-Diversified Construction Solutions Inc	(661) 392-7900	(661) 587-3725	MIKEF@DCSCALIFORNIA.COM	08/19/2020	VIEWED
Bedrock Engineering, Inc.	(559) 645-4849	(559) 645-4869	alfredo@bedrockeng.com	08/19/2020	VIEWED
Pro-Network Communications	(209) 679-0995		pronetworkcomm@gmail.com	08/19/2020	VIEWED
Wm. B. Saleh Company	(661) 393-8842	(661) 393-8138	salvador@salehcompany-bks.com	08/19/2020	VIEWED
Trinity System Group, Inc.	(559) 897-4622		josh@trinity-system.com	08/19/2020	VIEWED
DLB Fire Protection	(661) 903-8940		gabby@dlbfire.com	08/19/2020	VIEWED
Pie Con	(661) 589-1543	(661) 589-1543	estimator@pieconinc.com	08/18/2020	VIEWED
McMurtrey Lince	(661) 321-9130	(661) 321-9132	bdavis@mcmurtreylince.com	08/18/2020	VIEWED
Alpha Technologies & Alarm Systems, Inc.	(661) 834-8324	(661) 878-9166	jefft@alphatechas.com	08/17/2020	VIEWED
Ridgeline Engineering	(209) 955-0110	(209) 955-0220	dgomez@ridgelineeng.com	08/16/2020	VIEWED
Cali Concrete	(661) 398-8143	(661) 398-1382	gusto@caliconcrete.com	08/15/2020	VIEWED
Kern Turf	(661) 664-5204	(661) 833-3503	ablanco@kernturfsupply.com	08/14/2020	VIEWED
Steadfast Design Builders, Inc.	(831) 238-0600	(000) 000-0000	brandon@steadfastdesignbuilders.com	08/14/2020	VIEWED
Medrano Roofing Inc	(661) 395-0147	(661) 395-0138	alejandromg3090@gmail.com	08/13/2020	SAVED
Medrano Roofing Inc	(661) 395-0147	(661) 395-0138	alejandromg3090@gmail.com	08/13/2020	VIEWED
AAA Quality Services	(661) 588-3510	(559) 594-1052	potters@aaaqsinc.com	08/13/2020	VIEWED
Pacific Steel Group	(707) 669-3132	(707) 669-3133	J.Harautuneian@PacificSteelGroup.com	08/13/2020	VIEWED
A.S.B. Electric	(661) 932-2546	(661) 631-0922	asbelectric@yahoo.com	08/13/2020	VIEWED
Ceiling Experts, Inc.	(916) 527-8007	(916) 987-5741	CeilingExperts@yahoo.com	08/12/2020	VIEWED
Gridiron Services, Inc.	(661) 333-6359	(555) 555-5555	gridironservice@gmail.com	08/11/2020	VIEWED
Southwest Regional Council of Carpenters	(661) 327-1429		JorgeT@swcarpenters.org	08/10/2020	VIEWED
DCS-Diversified Construction Solutions Inc	(661) 392-7900	(661) 587-3725	MIKEF@DCSCALIFORNIA.COM	08/10/2020	VIEWED
DCS-Diversified Construction Solutions Inc	(661) 392-7900	(661) 587-3725	MIKEF@DCSCALIFORNIA.COM	08/10/2020	VIEWED
Sturgeon Electric California	(661) 393-4780	(661) 393-4783	sheriford@myrgroup.com	08/10/2020	VIEWED
JTS Construction	(661) 835-9270	(661) 835-8424	Shellie@jtsconstruction.com	08/10/2020	VIEWED

Klassen Corporation	(661) 324-3000	(661) 324-3900	jasonr@klassencorp.com	08/07/2020	VIEWED
Knight's Pumping & Portable Service	(661) 397-4116	(661) 397-3899	danette@knightsservices.com	08/06/2020	VIEWED
Taft Plumbing	(661) 765-2454	(661) 763-1367	gblack@taftplumbing.us	08/06/2020	VIEWED
Cali Concrete	(661) 398-8143	(661) 398-1382	gusto@caliconcrete.com	08/06/2020	VIEWED
Green Box Rentals, Inc.	(559) 733-5345	(559) 651-4288	loakley@greenboxrentals.com	08/05/2020	SAVED
Green Box Rentals, Inc.	(559) 733-5345	(559) 651-4288	loakley@greenboxrentals.com	08/05/2020	VIEWED
Visalia Ceramic Tile	(559) 651-2925	(559) 651-2982	mikem@vctile.com	08/05/2020	VIEWED
Visalia Ceramic Tile	(559) 651-2925	(559) 651-2982	mikem@vctile.com	08/05/2020	SAVED
Visalia Ceramic Tile	(559) 651-2925	(559) 651-2982	mikem@vctile.com	08/05/2020	VIEWED
Knight's Pumping & Portable Service	(661) 397-4116	(661) 397-3899	greglince@bak.rr.com	08/04/2020	VIEWED
Jab Communications Inc.	(661) 496-5951	(661) 716-8303	jbrown@jabcomm.com	08/04/2020	VIEWED
Kern Sprinkler Landscaping	(661) 832-3121	(661) 832-0307	brandi@kernsprinkler.com	08/04/2020	VIEWED
A.S.B. Electric	(661) 932-2546	(661) 631-0922	asbelectric@yahoo.com	08/04/2020	VIEWED
Next Phase Electric	(661) 878-7576		vinunez@nextphaseelect.com	08/04/2020	VIEWED
Klassen Corporation	(661) 324-3000	(661) 324-3900	jasonr@klassencorp.com	08/04/2020	VIEWED
Trestles	(661) 334-0624		vmanning@trestlescs.com	08/04/2020	VIEWED
Southwest Regional Council of Carpenters	(661) 327-1429	(000) 000-0000	jtaylor@swcarpenters.org	08/04/2020	SAVED
Southwest Regional Council of Carpenters	(661) 327-1429	(000) 000-0000	jtaylor@swcarpenters.org	08/04/2020	VIEWED
Innovative Project Solutions	(510) 364-9491		evlin.prasad@innovative-inc.com	08/03/2020	VIEWED
Cal State Communications	(661) 679-3880	(661) 885-4675	rick@calstatecomm.com	08/03/2020	VIEWED
ErdmanDoor & Specialty Inc.	(805) 238-3335	(805) 238-3353	bill@erdmandoor.com	08/03/2020	SAVED
ErdmanDoor & Specialty Inc.	(805) 238-3335	(805) 238-3353	bill@erdmandoor.com	08/03/2020	VIEWED
RedBuilt	(866) 859-6757	(208) 364-1300	kconroy@redbuilt.com	08/03/2020	VIEWED
Wallace & Smith Contractors	(661) 327-1436	(661) 327-8865	chall@wallacesmith.com	08/03/2020	VIEWED
McMurtrey Lince	(661) 321-9130	(661) 321-9132	bdavis@mcmurtreylince.com	08/03/2020	VIEWED
Cali Concrete	(661) 398-8143	(661) 398-1382	gusto@caliconcrete.com	08/01/2020	VIEWED
Cali Concrete	(661) 398-8143	(661) 398-1382	gusto@caliconcrete.com	08/01/2020	SAVED
Cali Concrete	(661) 398-8143	(661) 398-1382	gusto@caliconcrete.com	08/01/2020	VIEWED
DL Masonry	(916) 638-1936	(916) 638-8573	DavidLudlow@att.net	07/31/2020	VIEWED
Southwest Regional Council of Carpenters	(661) 327-1429		JorgeT@swcarpenters.org	07/31/2020	SAVED
Southwest Regional Council of Carpenters	(661) 327-1429		JorgeT@swcarpenters.org	07/31/2020	VIEWED
Stevens Construction Inc	(661) 948-1674	(661) 948-5450	cory@stevensconstructioninc.net	07/31/2020	VIEWED
Ken W. Smith Construction Inc.	(661) 393-0708	(702) 974-1774	ken@kwsmithco.com	07/31/2020	VIEWED
All Commercial Landscape Service dba ACLS	(559) 453-1670	(559) 453-3259	nava@acls.bz	07/31/2020	VIEWED
Southwest Regional Council of Carpenters	(661) 327-1429		JorgeT@swcarpenters.org	07/31/2020	VIEWED
Platt Electric Supply	(916) 928-0929	(916) 928-0204	Brenda.Ponce@platt.com	07/30/2020	VIEWED
JTS Construction	(661) 835-9270	(661) 835-8424	leeh@jtsconstruction.com	07/30/2020	VIEWED
Shelton Lee Flooring Specialties, Inc.	(209) 491-0310	(209) 491-0311	john@sheltonleeflooring.com	07/30/2020	VIEWED
Consolidated Electric Distributors	(661) 327-8501	(661) 327-8382	szepeda@cedbak.com	07/30/2020	VIEWED

Innovative Project Solutions	(510) 364-9491		evlin.prasad@innovative-inc.com	07/30/2020	SAVED
Wallace & Smith Contractors	(661) 327-1436	(661) 327-8865	jhuang@wallacesmith.com	07/30/2020	VIEWED
Dynamic Iron Works, Inc.	(916) 238-4188		TimCoreyDIW@gmail.com	07/30/2020	VIEWED
Skycon Electric	(661) 213-4141	(661) 213-4144	inetta@skyconelectric.com	07/30/2020	VIEWED
Diversified Project Services International	(661) 371-2800	(661) 371-2801	bidprojects@dpsiinc.com	07/30/2020	VIEWED
Golden Empire Concrete Co.	(661) 325-6990	(661) 635-3392	jgarcia@natcem.com	07/30/2020	SAVED
Golden Empire Concrete Co.	(661) 325-6990	(661) 635-3392	jgarcia@natcem.com	07/30/2020	VIEWED
Joe's Landscaping & Concrete, Inc.	(209) 862-2004	(209) 862-3331	Chris@joeslc.com	07/30/2020	VIEWED
GCI Equipment Rental	(661) 323-7447	(661) 323-7446	curtis@gcier.com	07/30/2020	VIEWED
Fremont Millwork Co.	(541) 884-5554	(541) 882-5643	tgallup@fremontmillwork.com	07/30/2020	SAVED
Innovative Project Solutions	(510) 364-9491		evlin.prasad@innovative-inc.com	07/30/2020	VIEWED
Quiring General, LLC	(559) 432-2800	(559) 432-6614	dotero@quiring.com	07/30/2020	VIEWED
Graham Prewett, Inc.	(559) 291-3741	(559) 291-5082	glenn@gpiroofing.com	07/30/2020	SAVED
Graham Prewett, Inc.	(559) 291-3741	(559) 291-5082	glenn@gpiroofing.com	07/30/2020	VIEWED
Superior Construction	(661) 588-0552	(661) 588-0264	dward@bakersfieldbuilder.com	07/30/2020	VIEWED
Colombo Construction	(661) 316-0100	(661) 316-0101	bidding@colomboconstruction.com	07/30/2020	VIEWED
McMurtrey Lince	(661) 321-9130	(661) 321-9132	bdavis@mcmurtreylince.com	07/30/2020	VIEWED
Quiring General, LLC	(559) 432-2800	(559) 432-6614	dotero@quiring.com	07/30/2020	VIEWED
Meyers Constructors, Inc.	(559) 259-9907		Bryan@meyersconstructors.com	07/30/2020	VIEWED
DMG/Harlan Central Valley	(559) 490-6621	(559) 490-6620	cody.gomes@dmghvac.com	07/30/2020	VIEWED
Garcia Roofing, Inc	(661) 325-5736	(661) 325-1226	debbiegarcia41@hotmail.com	07/30/2020	VIEWED
McMurtrey Lince	(661) 321-9130	(661) 321-9132	bdavis@mcmurtreylince.com	07/30/2020	VIEWED
Zeltmacher Structural Design Engineering, Inc	(559) 553-0337	(877) 437-3607	mike.auchter@zeltmacher.com	07/30/2020	VIEWED
Zeltmacher Structural Design Engineering, Inc	(559) 553-0337	(877) 437-3607	mike.auchter@zeltmacher.com	07/30/2020	VIEWED
R & S Erection, Tri County, Inc.	(209) 526-8760	(209) 526-9114	timh@rstricounty.com	07/30/2020	VIEWED
Skycon Electric	(661) 213-4141	(661) 213-4144	inetta@skyconelectric.com	07/30/2020	VIEWED
Plaster Worxs	(661) 679-4165	(661) 679-4023	plasterworxs@aol.com	07/30/2020	VIEWED
Myers Restaurant Supply, LLC	(707) 318-5548	(707) 542-0350	johnny@mfsdb.com	07/30/2020	VIEWED
Zeltmacher Structural Design Engineering, Inc	(559) 553-0337	(877) 437-3607	mike.auchter@zeltmacher.com	07/30/2020	VIEWED
Integra Construction Services, Inc.	(925) 398-8290	(925) 398-8245	Alex@integra-csi.com	07/29/2020	VIEWED
Vortex Construction	(661) 324-5846	(661) 324-5864	dennis@vortex-usa.com	07/29/2020	VIEWED
Alta Fencing Company	(661) 340-0976	(000) 000-0000	altafencing1@gmail.com	07/29/2020	VIEWED
BZ Construction	(209) 531-1252	(209) 531-1254	mzamora@bzconst.com	07/29/2020	VIEWED
Klassen Corporation	(661) 324-3000	(661) 324-3900	jasonr@klassencorp.com	07/29/2020	VIEWED
Aria Electric & Construction	(916) 213-7575	(916) 389-0720	asiemengineering@gmail.com	07/29/2020	VIEWED

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner – Director of Operations

Date: September 30, 2020

Subject: *Agenda Item VI(d)*: Selection of Gift Card Vendor, Housing for the Harvest Program– **Action Item**

As presented during the Executive Committee Meeting, CAPK was awarded a contract through the County of Kern to administer the Housing to the Harvest program. The program allows for qualified participants to receive a $500 cash card for their use. Since there is exposure around this process, staff has investigated a vendor that provides the most cost-effective price and best security. The requirements that were identified are: naming the cards for each client; having a portal to review usage; ability to cancel the card; and sending the card directly to the client.

Considering the quick turnaround to find a vendor to accommodate the needs of the program, staff contacted 15 potential vendors, 13 of which offered complete pricing, which is outlined in the attached selection analysis. The most cost-effective vendor meeting the requirements was found to be Perfectgift.com, which offers customizable Visa gift cards. Using 500 clients as a basis for the analysis the aggregate expenditure is estimated to be $252,250. In addition to the basic requirements at no additional charge, we are able to co-brand CAPK with the Visa logo.

Staff believes that the recommendation to select Perfectgift.com will meet the controls set by the Finance Division and meet the needs of the program.

Recommendation:
Staff recommends the Board of Directors approve a blanket purchase order to exceed $250,000 with a not to exceed of $310,000.

Attachments:
Selection Analysis
Procurement Result Summary Form

Housing for the Harvest - Gift Card Program
Selection Analysis

#	Vendor	Emboss Client Name	Custom Logo	Direct ship to Client	Card Value	Estimated # of cards	Branding Fee	Emboss fee	Shipping	Card Fee	Per card fee	Total cost 500 cards
1	**Perfectgift.com**	**Yes**	**Yes**	**Yes**	**$ 500.00**	**500**			**$ 0.55**	**$ 3.95**	**$ 4.50**	**$ 252,250.00**
2	Amazon	No	No	Yes	$ 500.00	500			$ -	$ 5.45	$ 5.45	$ 252,725.00
3	bjs.com	No	No	Yes	$ 500.00	500			$ -	$ 5.45	$ 5.45	$ 252,725.00
4	VanillaGift.com	Yes	Yes	Yes	$ 500.00	500			$ 1.95	$ 3.95	$ 5.90	$ 252,950.00
5	Office Depot	Yes	No	Yes	$ 500.00	500			$ -	$ 5.95	$ 5.95	$ 252,975.00
6	Target.com	No	No	Yes	$ 500.00	500			$ -	$ 6.00	$ 6.00	$ 253,000.00
7	Samsclub.com	No	No	Yes	$ 500.00	500			$ -	$ 6.48	$ 6.48	$ 253,240.00
8	OmniCard by Hawk Incentives	Yes	Yes	Yes	$ 500.00	500	$ 1,000.00		$ 0.55	$ 3.95	$ 4.50	$ 253,250.00
9	Walmart.com	No	No	Yes	$ 500.00	500			$ -	$ 6.88	$ 6.88	$ 253,440.00
10	GiftCards.com	Yes	Yes	Yes	$ 500.00	500			$ 1.99	$ 5.45	$ 7.44	$ 253,720.00
11	GiftCardMall.com	Yes	Yes	Yes	$ 500.00	500			$ 0.55	$ 6.95	$ 7.50	$ 253,750.00
12	PrePaid-USA	Yes	Yes	Yes	$ 500.00	500	$ 995.00	$ 1.00	$ 0.88	$ 3.66	$ 5.54	$ 253,765.00
13	Commerce Bank	Yes	Yes	Yes	$ 500.00	500			$ 3.00	$ 4.99	$ 7.99	$ 253,995.00

COMMUNITY ACTION PARTNERSHIP OF KERN

PROCUREMENT RESULTS SUMMARY FORM

Requestor Information

REQUESTED BY:	Emilio Wagner	**PROGRAM/DEPARTMENT:**	Food Bank	**DATE:**	9/24/2020
CODING:					

Brief Description of Procurement:

RFP was issued July 3, 2020 seeking architectural services for CAPK Food Bank expansion.

Procurement Results:

	Vendor	Amount
1	IBI Group	75.00
2	SRK Architects	63.36
3	AP Architects	70.89
4	SC Architects	57.07

	Vendor	Amount
5	Ordiz Melby	66.20
6	Josh Cardenas Architects	53.87
7	Kollin Altomare	47.42
8		

Selection:

IBI Group	$188,460.00

Proposed Contract Term: _____ Aggregate Expenditure Over Term: $188,460.00

Selection Justification: (please use additional sheets as necessary)

Please see attached evaluation results of seven proposals received in response to an RFP that was issued seeking a qualified architect for an expansion at the CAPK Food Bank.

After careful review of all proposals, it is recommended that IBI Group be selected to perform the services based on the lowest price submitted for the work as well as the highest score on the evaluation criteria specified in the RFP.

Procurement Approval:

Business Manager	Date
Manager / Administrator (Up to $15,000/$25,000)	Date
Director / Chief Financial Officer (Up to $100,000/$125,000)	Date
Chief Executive Officer (Over$125,000)	Date

Business Services Use:

☐ Approved ☐ Not Approved

Board Approval Required:

Yes	x	No	

_____

Date of Board Approval

Please attach this form to your Purchase Order Requisition

Revised: 9/1/2018

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Date: September 30, 2020

Subject: *Agenda Item VI(e)*: Community Action Partnership of Kern Foundation Appointment of Board of Directors, Pritika Ram, Director of Administration – **Action Item**

The Ad Hoc Committee assigned to the Community Action Partnership of Kern Foundation ("Foundation") and staff have continued with the business development of the Foundation, including the recruitment for the founding members for the CAPK Foundation Board of Directors. Since August 2020, we have met with several candidates who have connections to the community and/or participated in related philanthropic endeavors. Additionally, these individuals represent a range of industries furthering our reach and diversity on the Board.

The Foundation Bylaws state the following:
"*4.2. Number of Directors. The authorized number of Directors of the corporation shall be not less than 7 and not more than 21, with the exact number to be determined from time to time by the Directors until changed by an amendment of the Articles of Incorporation or by an amendment to these Bylaws. The number may be changed by the vote or written assent of a majority of the directors then in office*."

At this time, it is the intention of the Ad Hoc Committee to identify nine (9) individuals and add two (2) additional seats on the Foundation Board consisting of one (1) CAPK Board of Directors member and one (1) Head Start Policy Council board member. The attached list of individuals are recommended to be part of the founding members of the CAPK Foundation:

After the initial members of the Foundation Board have been selected, the recruitment for the remaining seats will be transferred to the members. Further, with the approval of the Foundation member appointments, legal counsel will be able to file the Statement of Information to the California Secretary of State to meet the final legal requirements of establishing the California Nonprofit Public Benefit Corporation Law for public 501(c)(3) and charitable purposes.

Recommendation:

Staff recommends the Board of Directors approve the appointment of the founding members of the Community Action Partnership of Kern Foundation and authorize the Chief Executive Officer to execute an action by incorporator, adopt the Bylaws and appoint an initial set of Directors.

Attachment:

Proposed list of Foundation Founding Board Members

CAPK Foundation
Proposed Founding Board Members

No.	NAME	EMPLOYER / OTHER	INDUSTRY
1.	Fred Plane	Vice Chairman – Board of Directors Community Action Partnership of Kern	***Required***
2.	Nila Hogan	Secretary – Board of Directors & Head Start Policy Council Community Action Partnership of Kern	***Required***
3.	Don Bynum	Chief Executive Officer Temblor Brewing, Bynum Inc,	Real Estate Business Owner
4.	Chei Brown	Vice President of Branches Valley Strong Credit Union	Banking and Finance
5.	Kevin Burton	Director of Business Development Klein DeNatale Goldner Administrative	Business & Fund Development
6.	Gina Pettit	Community Engagement Advisor Chevron Corporation	Oil and Gas
7.	Ariana Joven	Government Affairs Manager The Wonderful Company	Philanthropy Farming and Agriculture Former Chief Executive Officer, Kern County Farm Bureau Former Congressman Valadao staff member
8.	Chase Nunneley	Assistant Treasurer and Tax Collector County of Kern	Government and Finance
9.	Megan Silva	Vice President of Government Relations & Public Affairs Berry Petroleum LLC.	Oil, natural gas, and petroleum
10.	Michele Shain	Senior Director, Neuro & Cardiac Services Administration Dignity Health	Healthcare Hospital Network
11.	Michael Bowers	Director of Public Affairs Centric Healthcare	Healthcare Access to Physician Provider Network Political Connections Former staff member of Senator Vidak Community Connections

MEMORANDUM

To: Board of Directors

From: Sheila Shegos, Director of Community Development

Date: September 30, 2020

Subject: *Agenda Item VI(f):* – HHAP Contracts: City of Bakersfield and Bakersfield-Kern Regional Homeless Collaborative - **Action Item**

The Homeless Housing, Assistance, and Prevention (HHAP) Program was established in 2019 to address California's homelessness crisis. The HHAP Grant Program provides one-time block grant funds to local jurisdictions, including cities, counties and local COCs to support regional coordination and expand or develop local capacity to address immediate homelessness needs, with funds administered through the California Homeless Coordination and Financing Council.

In December 2019, the local Homeless Continuum of Care, known as the Bakersfield-Kern Regional Homeless Collaborative, conducted a brief analysis of homeless services and funding needs to help make decisions in prioritizing uses for the new HHAP block grant funds (formula based, using the 2019 Homeless Point In Time Count), which are required to be spent by June 30, 2025.

The City of Bakersfield and Bakersfield-Kern Regional Homeless Collaborative (BKRHC) HHAP recommended allocations below are designated for CAPK's Coordinated Entry Services/CES program to fund infrastructure development through a full-time navigator staffing position, currently funded through CESH funds (through Kern United Way) which are ending December 31, 2020. Both contracts totaling $120,000 will cover 1 FTE staffing and administrative costs for a two-year period (October 1, 2020 – September 30, 2022).

- City of Bakersfield HHAP – $42, 000 / BKRHC HHAP - $78, 000

The HHAP CES contracts are aligned with CAPK's Mission and 2016-2021 Strategic Plan Goal #2. `

CAPK's CES program started in 2018 and with a staff of 4 served 5,834 callers in 2019 and 6,063 callers YTD. CES is instrumental in coordination of services for Kern homeless providers and two new programs, Rental Assistance and Housing for the Harvest supporting individuals and families impacted by COVID, launched in partnership with the Housing Authority and county of Kern in September 2020.

Recommendation:

Staff recommends Board approval for CEO to executive contracts with the City of Bakersfield and Bakersfield-Kern Regional Homeless Collaborative for Homeless Housing Assistance and Prevention/HHAP Grant for Infrastructure Development – Coordinated Entry Services.

Attachments:

City of Bakersfield and Bakersfield-Kern Regional Homeless Collaborative Agreements for Homeless Housing Assistance and Prevention/HHAP Grant – Infrastructure Development - Coordinated Entry Services.

AGREEMENT NO. _____

COMMUNITY ACTION PARTNERSHIP OF KERN
SUBRECIPIENT AGREEMENT FOR HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT FOR INFRASTRUCTURE DEVELOPMENT – COORDINATED ENTRY SYSTEMS

THIS AGREEMENT is made and entered into on _____, by and between the CITY OF BAKERSFIELD, a California charter city and municipal corporation ("CITY" herein) and COMMUNITY ACTION PARTNERSHIP OF KERN, a California non-profit, public-benefit corporation ("CORPORATION" herein).

R E C I T A L S

WHEREAS, California Governor Gavin Newsom and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Housing Assistance and Prevention program as part of AB 101(Chapter 159); and

WHEREAS, the Bakersfield Kern Regional Homeless Collaborative, of which the City of Bakersfield is a member, has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, City of Bakersfield finds that the health and safety of unsheltered persons in the City is threatened by a lack of shelter; and

WHEREAS, the State of California has granted Homeless Housing and Prevention (HHAP) funds to CITY and CITY desires to grant HHAP funds to CORPORATION to be expended on infrastructure development to support Coordinated Entry Systems (CES); and

WHEREAS, CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grant funds from the state government; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities to support CES; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in the Bakersfield area; and

WHEREAS, CORPORATION represents that CORPORATION is experienced and well qualified in the field of homeless shelter and services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. HHAP FUNDING TERMS. CORPORATION and its subcontractors must abide by all terms of the HHAP State of California Standard Agreement, which is attached hereto and incorporated by reference herein as Exhibit "A".

2. SCOPE OF WORK. The scope of the grant is set forth in Exhibit "B" which is attached hereto and incorporated herein by reference as if set forth in full.

3. COMPENSATION. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS ($42,000). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. Such grant shall only be used to pay for operating costs provided as set forth in Exhibit "B" and in accordance with this Agreement.

3.1. Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives HHAP funds from the state government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION or its subrecipients until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

3.1.1. CORPORATION shall conform to the "time frame" as set forth in Exhibit "B," attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS ($42,000).

3.2. Eligible Claims for Payment. CITY agrees to pay eligible claims for payment to CORPORATION within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly-designated CORPORATION official certifies the claim.

3.3. Method of Payment. CITY agrees to pay "claims for payment" directly to CORPORATION within 30 days after CITY receives a satisfactory "claim for payment." CORPORATION may request one-time funding advance equal to 1/12 of the project's annual budget. CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement, as well as describing to which of the Activities the payment is related. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.4. Term. The term of this Agreement shall begin October 1, 2020, and end September 30, 2022. This term may be extended for up to six months in the event all funds are not expended by September 30, 2022.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1. Laws and Regulations

4.1.1. Federal. CORPORATION shall comply with all provisions of Federal law applicable to this Agreement.

4.1.2. California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3. Independent Contractor. CORPORATION understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. CORPORATION is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This agreement shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

4.1.4. Indemnification. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this

Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5. Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

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

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation

in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CORPORATION agrees to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

5.1.2. Documentation and Record Keeping.

5.1.2.1. Records to be Maintained. CORPORATION shall maintain all records required by the State regulations specified in "Exhibit A" and "Exhibit B" that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.2.2. Retention. CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.1.2.3. Client Data. CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be submitted to CITY or its designees for review on a quarterly basis using the attached Homeless Housing Assistance and Prevention Report or alternative form approved by CITY (Exhibit C).

5.1.2.4. HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.1.2.5. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made

under this Agreement. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

5.1.2.6. Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records.

5.1.2.7. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the State Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits.

5.2. Personnel and Participant Conditions

5.2.1. Nondiscrimination Requirements. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5.2.2 Conflict of Interest. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

5.2.3 Drug Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) See Exhibit "D".

5.2.4 Child Support Compliance Act. For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3. Environmental Conditions.

5.3.1. Environmental Considerations. CITY and CORPORATION want to assure that the policies of the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in the CEQA review procedures shall extend the estimated work completion period.

6. COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES AND REGULATIONS. The CONTRACOR agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the CONTRACTOR, its Subcontractors, and all eligible activities.

CONTRACTOR shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. CONTRACTOR shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies of permits and approvals to The City upon request.

7. CITY's OBLIGATIONS.

7.1. Copy of Regulations and Statutes. CITY will make available to CORPORATION a copy of any regulation CITY enacts to facilitate administration of said Program.

8. CITY'S REMEDIES. If CORPORATION fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand CORPORATION return all funds granted to CORPORATION pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

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

9. MISCELLANEOUS.

9.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that

party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

9.2. Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

9.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by CITY Council and signed by all the parties.

9.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

9.5. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

9.6. Termination of Agreement. CITY reserves the right to terminate this AGREEMENT upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

9.7. Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

City Clerk
City of Bakersfield
1600 Truxtun Ave.

Bakersfield, CA 93301

If directed to CORPORATION, addressed to:

Chief Executive Officer
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, California 93309

9.8. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9.9. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

9.10. Negation of Partnership. CITY shall not become or be deemed a partner or joint venture with CORPORATION or associate in any such relationship with CORPORATION by reason of the provisions of this Agreement. CORPORATION shall not for any purpose be considered an agent, officer or employee of CITY.

9.11. Conflicts of Interest. CORPORATION stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

9.12. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 95-2402760 .
"CORPORATION" is a corporation? Yes X No _____.
(Please check one.)

9.13 HMIS Reporting Requirements. CONTRACTOR will collect and

evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's and local COC's standards for participation.

9.13.1 Reporting Timeframe Contractor will submit annual reports to city, with first report due December 1, 2020, then annually thereafter until December 1, 2022 or until funds are exhausted.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

"CORPORATION"

COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____
JEREMY **T.** TOBIAS
Chief Executive Officer

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____
CHRISTOPHER BOYLE
Development Services Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

EXHIBIT "A"
HHAP STANDARD AGREEMENT

EXHIBIT "B"

HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT PROGRAM
COMMUNITY ACTION PARTNERSHIP OF KERN

Purpose of Project

Community Action Partnership of Kern (CAPK) will provide Homeless Housing Assistance and Prevention Grant eligible services (Infrastructure Development) to support Coordinated Entry Systems (CES).

Description

CAPK will use HHAP grant funding for infrastructure development to expand CES capacity to coordinate homelessness program participant intake, assessment, and provision of referrals.

Eligible Expenses

The total amount of HHAP funds expended to meet these costs shall not exceed FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS ($42,000)

Limitations

CORPORATION shall not use HHAP program funding to supplant existing funds for homeless housing, assistance, or prevention.

Time frame

All funds granted to CAPK shall be completely expended within the term of the Agreement.

Data Submission Requirements and Timeline:

CORPORATION shall submit an annual report to The City on forms provided by The City, by December 1, 2020, and annually ever year thereafter with a final report due December 1, 2022, or until funds are exhausted. If the Contractor fails to provide such documentation, The City may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.

Corporation will report on the following, as well as any additional information the City deems appropriate or necessary:

(1) An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible use stated in agreement, including the current status of those funds.
(2) The number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
(3) The type of housing assistance provided, broken out by the number of individuals.
(4) Outcome data for individuals served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

The Contractor further agrees to retain all records for a minimum period of five (5) years after the termination of this Agreement.

Other Requirements

HMIS
CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

Housing First
Any housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

Exhibit “C”
Homeless Housing Assistance and Prevention Annual Report

EXHIBIT "D"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, California 93309 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a)The dangers of drug abuse in the workplace:
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs: and
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement: and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
   (b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

_____ _____

Community Action Partnership of Kern Chief Executive Officer

Dated: _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00076	

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

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

City of Bakersfield

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

$3,265,736.61

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	1-6
	Exhibit B	Budget Detail and Payment Provisions	7-11
	Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ -	Exhibit D	Special Terms and Conditions	22
+ -	Exhibit E*	General Terms and Conditions	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Bakersfield

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1600 Truxtun Avenue	Bakersfield	CA	93301

PRINTED NAME OF PERSON SIGNING	TITLE
Christian Clegg	City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
CJClegg	4-22-20

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00076	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services, and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
915 Capitol Mall, Suite 350A	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	4/30/2020		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Homeless Housing Assistance and Prevention (HHAP)
Annual Report Instructions and Definitions

SECTION 1: EXPENDITURE DETAIL

Section 1 data will not be in HMIS, unless pathways were established to collect this data. This section is to be completed by the Administrative Entity and is based on the amount expended under each allocation category. For the reporting period, provide the expenditure data for all HEAP allocations (Capital Improvements, Services, Rental Assistance or Subsidies, Homeless Youth Set-Aside and Administrative Costs, Other). For expenditures in the Other category, please provide details on the type of project. The expenditures being reported are not for each individual project, but a summary of all projects funded by HEAP.

Capital Improvements

INSTRUCTIONS:

1. **New Projects Funded by HHAP:** Data in this table is only for projects that did not exist prior to being funded by HHAP. This includes new construction, acquisition and rehab, renting or purchasing a property to be used for one of the project categories listed.
2. **Expansion Projects Funded by HHAP:** Data in this table is related to projects funded by HHAP that are currently operating and have used HHAP funds to expand the project and serve more people.

3. **Total Increase in Capacity Funded by HHAP:** Data in this table is to capture projects that does not collect or measure capacity by # of beds, but by the # of nights shelter is available.
4. **Total # of beds**: Report the total # of beds for each project category listed and funded by HHAP.
5. **Original # of beds/nights**: Report the # of beds/nights prior to HHAP funds being used to expand the program.
6. **# of beds/nights added:** Report the # of beds/nights that HHAP funds added to the program.
7. **Total # of beds/nights**: Combine the number of original beds/nights and the number of beds/nights added, resulting in the total number of beds/nights now available.

8. **Total Homeless Youth funds expended**: Report the total amount of Homeless Youth HHAP funds liquidated for each project category listed.
9. **Total Non-Homeless Youth funds expended**: Report the total amount of Non-Homeless Youth (see definition) HHAP funds liquidated for each project category listed.
10. **Total accrued interest funds expended:** Report the total amount of accrued interest from HHAP funds liquidated for each project category listed.

11. **Total funds expended:** A total of Homeless Youth funds, Non-homeless youth funds, and accrued interest funds liquidated for each project category listed.

DEFINITIONS:

Homeless Youth Funds: Defined as funds spent to start or expand services for youth that are homeless or at imminent risk of homelessness.

Non-Homeless Youth Funds: Defined as funds spent on programs not specifically designated to provided services for youth. It could be serving youth, but the program or site is not exclusive to youth.

Short-Term Shelter: Defined as a temporary location such as a church or community center converted to provide nightly shelter during extreme heat, cold, or disaster. These are not year-round shelters.

Emergency Shelter: Defined as housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. And/or as defined by HUD, as any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.

Navigation Center: Means a Housing First, low-barrier, service-enriched shelter that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

Transitional Housing: A project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months).

Permanent Supportive Housing: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live as independently as possible in a permanent setting. The supportive services may be provided by the organization managing the housing or coordinated by the applicant and provided by other public or private service agencies. Permanent housing can be provided in one structure or several structures at one site or in multiple structures at scattered sites. There is no definite length of stay.

Other Types of Permanent Housing: As defined by HUD, "permanent housing" means community-based housing without a designated length of stay and includes both permanent supportive housing and rapid re-housing.

Services

DEFINITIONS:

Street Outreach (in HMIS): Defined only for contacts with those living in a place not meant for habitation. Every contact is expected to be recorded in HMIS. Engagement is defined as the date in which an interactive client relationship results in a deliberate client assessment or beginning of a case plan.

Day shelter (in HMIS): Defined as a project that offers daytime facilities and services (no lodging) for persons who are homeless. Examples would include youth centers, drop-in centers, etc.

Homelessness Prevention (in HMIS): A project that offers services and/or financial assistance necessary to prevent a person from moving into an emergency shelter or place not meant for human habitation. Examples are credit repair, transportation, car repairs, arrearages in rent or utilities, deposits, etc. Could also be referred to as housing stabilization, diversion, etc.

Housing Navigation and Landlord Engagement (not in HMIS): Defined as funds used to establish or expand landlord mitigation programs, staff to conduct outreach to landlords to add units to housing inventory, etc.

Services Only (in HMIS): A project that offers stand-alone supportive services to address the special needs of participants (like child care, employment assistance, transportation services, etc.) and has associated housing outcomes, including ongoing case management. Does not include outreach. Can be affiliated with a residential project. See HMIS Data Standards Manual page 15 for additional details.

Motel Vouchers: Payment is given to the owner of the motel or hotel for temporary shelter.

Rental Assistance: Payment is given to the participant/tenant/landlord to pay the rent. Lease is in tenants name. Case Management services may or may not be utilized by the participant.

Move-in Costs: Funds used to support a tenant with costs associated with furniture, supplies, food, etc. when moving a person or family into a housing unit.

Host Home Program: Defined as a temporary home for youth, in which a member of the community offers temporary housing to a youth.

Other (in HMIS): A project that offers services, but does not provide lodging, and cannot otherwise be categorized as another project type listed above. This includes stand-alone supportive services that has no associated housing outcomes like dental care, etc.

Rental Assistance or Subsidies

DEFINITIONS:

Rental Assistance: Payment is given to the participant/tenant/landlord to pay the rent. Lease is in tenants name. Case Management services may or may not be utilized by the participant. Do not include data already reported in the Services table.

Rapid-rehousing: Targets families and individuals currently residents of shelters or transitional programs. Core components include housing identification, rent and move-in expenses, and case management and services. Housing First intervention, in which participants are not screened out based on income, employment, criminal history, physical or behavioral health history, etc.

Master Leasing: Payment is given to the owner of the property/unit by the sub-grantee and the lease is in the name of the sub-grantee, **not** the tenant. The sub-grantee then has a sub-lease with the tenant. Expenses in this category must match Exhibit D of the Standard Agreement.

Rental Subsidies: Associated with a specific unit or development. Payment is given to the owner of the property/unit to secure a unit(s) as affordable housing. Expenses in this category must match Exhibit D of the Standard Agreement.

Motel Vouchers: Arrangements made by a city, county, CoC, and/or provider with local motels or hotels to temporarily accommodate individuals or families that are not housed.

Other Projects

For any project funded by HEAP and that is not included in the tables, please provide a description of the project and the expenditures.

SECTION 2: OUTCOMES

INSTRUCTIONS:

Outcome data is for project types funded by **HHAP**. For the tables asking for the numbers of participants in each project or project type, one participant may be counted in more than one column. The number in the "Total" column, however, should be of the number of unduplicated individuals as opposed to the sum of the numbers in that row.

Example: A person is chronically homeless and a veteran. Another person is chronically homeless.
Chronically Homeless = 2 Veteran = 1 Total Served = 2

DEFINITIONS:

Number of persons exiting to a safe exit: Defined as not returning to the street and could include exits to treatment, bridge housing, transitional housing.

Instances of Service: Means each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center for the next night. This counts as two instances of services for this activity.

Average Length of Stay: Include the average number of days that the sub-population stayed in a shelter or other types like, transitional housing, safe parking, etc.

SECTION 3: DEMOGRAPHICS

Fill in the tables for Age, Gender, Race, and Ethnicity with the number of individuals serviced due to HEAP funds. One participant may be counted in any of the racial categories and may also be counted separately in the Hispanic/Latino ethnicity column. As a reminder, projects like mobile hygiene units, mobile healthcare services, and other similar projects that do not complete an intake and assessment as part of the service are not required to submit information in Section 4.

SECTION 4: QUALITATIVE ASSESSMENT

This is a narrative section and questions 1-3 must be answered. Question 4 is optional.

SECTION 4: SUBMISSION CERTIFICATION

The name, title, and signature of the person completing the HEAP annual report is required. By signing this form, the grantee is acknowledging and accepting responsibility that the information provided in this report is true and accurate to the best of my knowledge.

Section 1: Expenditure Detail

For the reporting period, provide the expenditure data for all HHAP allocations (Capital Improvements, Services, Rental Assistance or Subsidies, Homeless Youth Set-Aside and Administrative Costs, Other).
For expenditures in the Other category, please provide details on the type of project.

Capital Improvements

New Projects Funded by HHAP	Total # of Beds	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Short-Term Shelter					$0.00
Emergency Shelter					$0.00
Navigation Center					$0.00
Transitional Housing					$0.00
Permanent Supportive Housing					$0.00
Other Types of Permanent Housing					$0.00
Total	0.00	$0.00	$0.00	$0.00	$0.00

Expansion Projects Funded by HHAP	Original # of Beds	# of Beds Added	Total # of Beds	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Short-Term Shelter			0				$0.00
Emergency Shelter			0				$0.00
Navigation Center			0				$0.00
Transitional Housing			0				$0.00
Permanent Supportive Housing			0				$0.00
Other Types of Permanent Housing			0				$0.00
Total	0	0	0	$0.00	$0.00	$0.00	$0.00

Total Increase in Capacity Funded by HHAP	Homeless Youth Funds			Non-Homeless Youth Funds		
	Original # of Nights	# of Nights Added	Total # of Nights	Original # of Nights	# of Nights Added	Total # of Nights
Short-Term Shelter			0			0
Emergency Shelter			0			0
Navigation Center			0			0
Motel Vouchers			0			0
Host Home Program			0			0
Other Projects: Please list and describe			0			0

Total	0	0	0	0	0	0

Other Projects Funded by HHAP	**Total Homeless Youth Funds Expended**	**Total Non-Homeless Youth Funds Expended**	**Total Accrued Interest Funds Expended**	**Total Funds Expended**
Appliances (washer, dryer, A/C, heater, water heater, etc.)				$0.00
Mobile Hygiene Units (shower, bathrooms, and/or laundry)				$0.00
Mobile Health Care Service Units (physical and/or behavioral)				$0.00
Renovations (new roof, patio covering, painting, etc.)				$0.00
Safe Parking				$0.00
Other Projects: Please list and describe				$0.00
Total	$0.00	$0.00	$0.00	$0.00

Services

Project Type Funded by HHAP	**Total Homeless Youth Funds Expended**	**Total Non-Homeless Youth Funds Expended**	**Total Accrued Interest Funds Expended**	**Total Funds Expended**
Street Outreach				$0.00
Day Shelter				$0.00
Homelessness Prevention				$0.00
Housing Navigation and Landlord Engagement				$0.00
Services Only				$0.00
Motel Vouchers				$0.00
Rental Assistance (not reported in Rental Assistance/Subsidies)				$0.00
Move-in Costs				$0.00
Host Home Program (not reported in Rental Assistance/Subsidies)				$0.00
Other (see definition)				$0.00
Total	$0.00	$0.00	$0.00	$0.00

Rental Assistance or Subsidies

Project Type Funded by HHAP	**Total Homeless Youth Funds Expended**	**Total Non-Homeless Youth Funds Expended**	**Total Accrued Interest Funds Expended**	**Total Funds Expended**
Rental Assistance (not reported in Services)				$0.00
Rapid Rehousing				$0.00
Master Leasing				$0.00
Rental Subsidies				$0.00
Host Home Program (not reported in Services)				$0.00

Other: please list and describe. Add a row for each project				$0.00
Total	$0.00	$0.00	$0.00	$0.00

Other Projects

Other Projects Funded by HHAP	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Other Projects: Please list and describe				$0.00
Total	$0.00	$0.00	$0.00	$0.00

Section 2: Outcomes

Outcome data is for project types funded by **HHAP**.

Capital Improvement Projects (New and Expanded) Outcomes

	Homeless Youth HEAP Funds		Non-Homeless Youth HEAP Funds	
	Number of Days Service Provided	Number of Instances Of Service	Number of Days Service Provided	Number of Instances of Service
Mobile Hygiene Services				
Mobile Healthcare Services				
Other (please describe)				

SHORT-TERM SHELTER							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

EMERGENCY SHELTER							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							

Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

NAVIGATION CENTER							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

TRANSITIONAL HOUSING							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

PERMANENT SUPPORTIVE HOUSING							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							

Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

OTHER TYPES OF PERMANENT HOUSING							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Average length of stay (in days)							n/a

SAFE PARKING							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

SERVICES OUTCOMES

STREET OUTREACH							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							

Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							

DAY SHELTER							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

HOMELESS PREVENTION							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							

HOST HOMES							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							

Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

HOUSING NAGIGATION-LANDLORD ENGAGEMENT							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							

SERVICES ONLY							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							

OTHER: PLEASE LIST							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							

Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							

RENTAL ASSISTANCE OR SUBSIDIES OUTCOMES

RENTAL ASSISTANCE							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

RAPID REHOUSING							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

MASTER LEASING							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							

Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

MOTEL VOUCHERS							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

RENTAL SUBSIDIES							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

HOST HOMES							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							

Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of Instances of Services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

OTHER: PLEASE LIST TYPE							
Performance Measures by Subpopulation	**Chronically Homeless**	**Veteran**	**Unaccompanied Homeless Youth (18-24)**	**Unaccompanied Homeless Youth (Under 18)**	**Households (Without Children)**	**Households (With Children and Adults)**	**Total Served (Unduplicated)**
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

Section 3: Demographics

Fill in the tables below with the number of individuals served due to HHAP funds by the racial and ethnic categories listed below.
One participant may be counted in any of the racial categories and may also be counted separately in the Hispanic/Latino ethnicity column.

Age

Project Type/Age	12 and under	Ages 13-17	Ages 18-24	Ages 25-34	Ages 35-44	Ages 45-54	Ages 55-61	Ages 62+	Doesn't Know/ Refused to Answer
Night by Night Shelter									
Emergency Shelter									
Navigation Center									
Transitional Housing									
Permanent Supportive Housing									
Other Types of Permanent Housing									
Safe Parking									
Street Outreach									
Day Shelter									
Homelessness Prevention									
Housing Navigation/Landlord Engagement									
Services Only									
Other: please list and describe									
Rental Assistance and Subsidies									

Gender

Project Type/Gender	Male	Female	Trans Female (M to F)	Trans Male (F to M)	Gender Non-Conforming (not exclusively M or F)	Doesn't know/ Refused to Answer
Night by Night Shelter						
Emergency Shelter						
Navigation Center						
Transitional Housing						
Permanent Supportive Housing						
Other Types of Permanent Housing						
Safe Parking						
Street Outreach						
Day Shelter						
Homelessness Prevention						
Housing Navigation/Landlord Engagement						
Services Only						
Other: please list and describe						
Rental Assistance and Subsidies						

Race

Project Type/Race	White	Black or African American	Asian	American Indian or Alaska Native	Native Hawaiian or Other Pacific Islander	Multiple Races	Doesn't Know/ Refused to Answer
Night by Night Shelter							

Emergency Shelter							
Navigation Center							
Transitional Housing							
Permanent Supportive Housing							
Other Types of Permanent Housing							
Safe Parking							
Street Outreach							
Day Shelter							
Homelessness Prevention							
Housing Navigation/Landlord Engagement							
Services Only							
Other: please list and describe							
Rental Assistance and Subsidies							

Section 4: Qualitative Assessment

1. Describe how HHAP funds have contributed to your Continuum of Care making progress towards local homeless goals (e.g. additional services provided, capacity created, systems building, investments made, lower waitlists, etc.)

2. Describe how HHAP funds have contributed to your Continuum of Care making progress towards local youth homelessness goals (e.g. additional services provided, capacity created, systems building, investments made, lower waitlist, etc.)

3. Describe the alignment between HHAP-funded activities and "Housing First" principles (as defined in Welfare and Institutions Code section 8255).

4. Please provide any additional feedback on the impact of HHAP funds that you would like to share with the Homeless Coordinating and Financing Council. (Optional)

ADDITIONAL COMMENTS:

Submission Certification

I certify that all information included in this report is true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Name &
Title:

AGREEMENT NO. _____

THE COMMUNITY ACTION PARTNERSHIP OF KERN
SUBRECIPIENT AGREEMENT FOR HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT

THIS AGREEMENT is made and entered into on _____, by and between the Bakersfield Kern Regional Homeless Collaborative, a non-profit 501c3 organization ("BKRHC" herein) and the Community Action Partnership of Kern, a California non-profit, public-benefit corporation ("CORPORATION" herein).

R E C I T A L S

WHEREAS, California Governor Gavin Newsom and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Housing Assistance and Prevention program as part of AB 101(Chapter 159); and

WHEREAS, the Bakersfield Kern Regional Homeless Collaborative, of which the BKRHC is a member, has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the State of California has granted Homeless Housing and Prevention (HHAP) funds to BKRHC and BKRHC desires to grant HHAP funds to CORPORATION to provide Coordinated Entry System services

WHEREAS, BKRHC shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after BKRHC receives Grant funds from the state government; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities; and

WHEREAS, BKRHC desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in Kern County; and

WHEREAS, CORPORATION represents that CORPORATION is experienced and well qualified in the field of homelessness services.

NOW, THEREFORE, incorporating the foregoing recitals herein, BKRHC and CORPORATION mutually agree as follows:

1. HHAP FUNDING TERMS. CORPORATION and its subcontractors must abide by all terms of the HHAP State of California Standard Agreement, which is attached hereto and incorporated by reference herein as **Exhibit "A"**.

2. SCOPE OF WORK. The scope of the grant is set forth in **Exhibit "B"** which is attached hereto and incorporated herein by reference as if set forth in full.

3. COMPENSATION. It is expressly agreed and understood that the total amount to be paid by BKRHC under this Agreement shall not exceed SEVENTY-EIGHT THOUSAND DOLLARS ($78,000). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. Such grant shall only be used to pay for operating costs provided as set forth in Exhibit **"B"** and in accordance with this Agreement.

3.1. Disbursement of Funds. BKRHC shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after BKRHC receives HHAP funds from the state government. If BKRHC does not receive such funds, BKRHC, at its option, may terminate or suspend this Agreement without any liability to CORPORATION or its subrecipients until BKRHC receives such funds. CORPORATION shall not be entitled to any damages from BKRHC if BKRHC refuses to disburse funds until BKRHC receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

3.1.1. CORPORATION shall conform to the "time frame" as set forth in Exhibit **"B,"** attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than SEVENTY-EIGHT THOUSAND DOLLARS ($78,000).

3.2. Eligible Claims for Payment. BKRHC agrees to pay eligible claims for payment to CORPORATION within thirty (30) days after BKRHC receives an eligible claim for payment as set forth herein, and a properly designated CORPORATION official certifies the claim.

3.3. Method of Payment. BKRHC agrees to pay "claims for payment" directly to CORPORATION within 30 days after BKRHC receives a satisfactory "claim for payment." CORPORATION may request one-time funding advance equal to 1/12 of the project's annual budget. CORPORATION shall properly itemize and document claims for payment to clearly show the items, tasks, or services for which CORPORATION claims reimbursement, as well as describing to

which of the Activities the payment is related. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as BKRHC may specify. BKRHC may review the claim for completeness and accuracy and may refuse to pay any claim until explained to BKRHC's satisfaction.

3.4. Term. The term of this Agreement shall begin October 1, 2020, and end September 30, 2023. This term may be extended for up to six months in the event all funds are not expended by September 30, 2023.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1. Laws and Regulations

4.1.1. Federal. CORPORATION shall comply with all provisions of Federal law applicable to this Agreement.

4.1.2. California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3. Independent Contractor. CORPORATION understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. CORPORATION is not an agent or employee of BKRHC for any purpose and is not entitled to any of the benefits provided by BKRHC to its employees. BKRHC shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This agreement shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

4.1.4. Indemnification. CORPORATION shall indemnify, defend, and hold harmless BKRHC, its Executive Director, and its employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for BKRHC's sole active negligence or willful misconduct.

4.1.5. Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration

of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

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

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the BKRHC's Executive Director, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of BKRHC, its Executive Director, employees, and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis or contain a deductible provision. Subject to advance approval by the BKRHC, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. **Workers' compensation** insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of BKRHC, its Executive Director, employees, and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to BKRHC, its Executive Director, employees, or designated volunteers, and any insurance or self-insurance

maintained by BKRHC shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by BKRHC's Executive Director, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by BKRHC in writing.

4.1.5.6. Unless otherwise approved by BKRHC's Executive Director, all policies shall contain an endorsement providing BKRHC with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to BKRHC on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish BKRHC's Executive Director with a certificate of insurance and required endorsements evidencing the insurance required. The BKRHC may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to BKRHC shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by BKRHC, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if BKRHC has approved lesser insurance requirements for CORPORATION.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CORPORATION agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

5.1.2. Documentation and Record Keeping.

5.1.2.1. Records to be Maintained. CORPORATION shall maintain all records required by the State regulations specified in "Exhibit A" and "Exhibit B" that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.2.2. Retention. CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.1.2.3. Client Data. CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be submitted to BKRHC or its designees for review on a quarterly basis using the attached Homeless Housing Assistance and Prevention Report or alternative form approved by BKRHC (Exhibit C).

5.1.2.4. HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.1.2.5. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

5.1.2.6. Close-Outs. CORPORATION's obligation to BKRHC shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent

cash advances, program income balances, and accounts receivable to BKRHC), and determining the custodianship of records.

5.1.2.7. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to BKRHC, its designee or the State Government, at any time during normal business hours, as often as BKRHC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current BKRHC policies concerning subrecipient audits.

5.2. Personnel and Participant Conditions

5.2.1. Nondiscrimination Requirements. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5.2.2 Conflict of Interest. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in any subsequent contract being declared void. Other legal action may also be taken.

Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

5.2.3 Drug Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) See **Exhibit "D"**.

5.2.4 Child Support Compliance Act. For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3. Environmental Conditions.

5.3.1. Environmental Considerations. BKRHC and CORPORATION want to assure that the policies of the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, BKRHC shall comply with the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in the CEQA review procedures shall extend the estimated work completion period.

6. COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES AND REGULATIONS. The CONTRACOR agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the CONTRACTOR, its Subcontractors, and all eligible activities.

CONTRACTOR shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. CONTRACTOR shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies of permits and approvals to the BKRHC upon request.

7. BKRHC's OBLIGATIONS.

7.1. Copy of Regulations and Statutes. BKRHC will make available to CORPORATION a copy of any regulation BKRHC enacts to facilitate administration of said Program.

8. BKRHC'S REMEDIES. If CORPORATION fails to materially comply with the terms of this Agreement, BKRHC, at its option, may suspend or terminate this Agreement and may demand CORPORATION return all funds granted to CORPORATION pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to BKRHC. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

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

9. MISCELLANEOUS.

9.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

9.2. Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

9.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by BKRHC and signed by all the parties.

9.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

9.5. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

9.6. Termination of Agreement. BKRHC reserves the right to terminate this AGREEMENT upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. BKRHC shall only convey to CORPORATION funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

9.7. Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to BKRHC, addressed to:

Bakersfield Kern Regional Homeless Collaborative
601 24th St
Bakersfield, CA 93301

If directed to CORPORATION, addressed to:

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

9.8. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9.9. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

9.10. Negation of Partnership. BKRHC shall not become or be deemed a partner or joint venturer with CORPORATION or associate in any such relationship with CORPORATION by reason of the provisions of this Agreement. CORPORATION shall not for any purpose be considered an agent, officer, or employee of BKRHC.

9.11. Conflicts of Interest. CORPORATION stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

9.12. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. _____.
"CORPORATION" is a corporation? Yes _____ No ____.
(Please check one.)

9.13 HMIS Reporting Requirements. CONTRACTOR will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's and local COC's standards for participation.

9.13.1 Reporting Timeframe Contractor will submit annual reports to BKRHC, with first report due December 1, 2020, then annually thereafter until December 1, 2025.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"BKRHC"

BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE

By: _____

ANNA LAVEN
BKRHC Executive Director

"CORPORATION"

COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____

APPROVED AS TO FORM:

Klein, Denatale, Goldner, Cooper, Rosenlieb, & Kimball, LLP
BKRHC Attorneys

By: _____

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____

COUNTERSIGNED:

By: _____

EXHIBIT "A"
HHAP STANDARD AGREEMENT

EXHIBIT "B"

HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT PROGRAM
COMMUNITY ACTION PARTNERSHIP OF KERN

Purpose of Project

The Community Action Partnership of Kern (CapK) will provide Homeless Housing Assistance and Prevention Grant eligible services (Coordinated Entry System services) to provide comprehensive information and referral services that link Kern County residents to community health and human services and support.

Description

(CapK) will use HHAP grant funding for the eligible activity:

1. Coordinated Entry System used to screen, assess, and prioritize homeless and at-risk persons for appropriate housing and services.
   CapK will meet costs of operation and maintenance, including but not limited to such items as payment of office supplies, printing, postage, telephone, internet, insurance, water, electricity, and janitorial and maintenance costs.
   The total amount of HHAP funds expended to meet these operation and maintenance costs shall not exceed SEVENTY-EIGHT THOUSAND ($78,000). Operating costs are solely for use in operating costs closely associated with CapK's Coordinated Entry System.

Limitations

CORPORATION shall not use HHAP program funding to supplant existing funds for homeless housing, assistance, or prevention.

Time frame

All funds granted to CapK shall be completely expended within the term of the Agreement.

Data Submission Requirements and Timeline:

CORPORATION shall submit an annual report to the BKRHC on forms provided by the BKRHC, by December 1, 2020, and annually every year thereafter with a final report due December 1, 2025. If the Contractor fails to provide such documentation, The BKRHC may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.

Corporation will report on the following, as well as any additional information the BKRHC deems appropriate or necessary:

(1) An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible use stated in agreement, including the current status of those funds.

(2) The number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.

(3) The type of service provided, broken out by the number of individuals.
(4) Outcome data for individuals served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

The Contractor further agrees to retain all records for a minimum period of five (5) years after the termination of this Agreement.

Other Requirements

HMIS
CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

Housing First
Any housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

Exhibit "C"

Homeless Housing Assistance and Prevention Annual Report

EXHIBIT "D"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as the Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a)The dangers of drug abuse in the workplace:
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs: and
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement: and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
   (b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

_____

Community Action Partnership of Kern Executive Director

Dated: _____

COMMUNITY ACTION PARTNERSHIP *of* KERN
BOARD OF DIRECTORS
PROGRAM REVIEW & EVALUATION COMMITTEE MEETING
September 16, 2020
12:00 pm

MEETING MINUTES

1. **Call to Order**

Committee Chair Nila Hogan called the meeting to order at 12:01 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

Roll Call was taken with a quorum present.

Present: Nila Hogan, Michelle Jara-Rangel, Maritza Jimenez, Marian Panos, Fred Plane (left the meeting at 12:58 pm)

Absent: None

Others Present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Traco Matthews, Chief Program Officer; Lisa McGranahan, Director of Human Resources; Pritika Ram, Director of Administration; Carmen Segovia, Director of Health & Nutrition; Tracy Webster, Chief Finance Officer; and other CAPK staff.

3. **Approval of Agenda**

Motion was made and seconded to approve the Program Review & Evaluation Committee meeting agenda as amended for September 16, 2020. Carried by unanimous vote (Plane/Jara-Rangel).

4. **Public Forum**

No one addressed the Committee.

5. **Program Presentation**

Jacqueline Guerra provided a summary of the CAPK Volunteer Income Tax Assistance (VITA) program, which offers tax preparation services and a variety of other tax related services by trained IRS certified staff and volunteers to maximize refunds and take advantage of the Earned Income Tax Credit (EITC). VITA services are limited to individuals with an annual income of $56,000 or less, but the concentration is on low to moderate income individuals and families, who are prioritized when scheduling appointments.

2020 presented many challenges for the staff and volunteers. In the middle of tax season, COVID-19 mandated limited face to face appointments, but staff offered other options to continue to serve

clients, which included drop off options and e-sign, as well as e-training and technical assistance for clients to file on their own. With increased partnerships in 2020, VITA refunds resulted in $21 million in Kern County alone.

Following her presentation, Jackie fielded several questions from the Committee. When asked if the stimulus package had any impact on VITA returns, Pritika Ram said there was a significant uptick in filings because clients had to file their taxes in order to receive the stimulus checks.

6. <u>New Business</u>

a. July & August 2020 Program & Division Reports – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram introduced Freddy Hernandez, the new Director of Youth and Community Services, and shared a dashboard that demonstrated the data from the CRM (Customer Relationship Management) that will be available for staff use in the near future.

Pritika provided detailed program updates for the months of July & August. Michelle Jara-Rangel asked if COVID-19 has had an impact on the length of time it takes to execute contracts. Tracy Webster replied that although staff has been working modified schedules between home and office, all contracts have been executed in a timely manner.

Michelle Jara-Rangel also asked for an explanation of why the Head Start / Early Head Start enrollment numbers are down. Both Jerry Meade and Tracy Webster replied and stated that there are many factors that are in play as to why the enrollment numbers are down, most have to do with COVID-19 and restrictions of class size, although staff has done a great job with executing remote learning.

Motion was made and seconded to approve the July & August 2020 Program & Division Reports. Carried by unanimous vote. (Jimenez/Jara-Rangel)

b. Application Status Reports & Funding Requests – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram provided a summary of the Application Status Report for July and August 2020 and stated that $3,856,406 in COVID applications were awarded and $1,879,591 in non-COVID related applications were awarded. Pritika also provided a summary of the three funding request profiles.

Motion was made and seconded to approve the Application Status Reports & Funding Requests through August 2020. Carried by unanimous vote. (Panos/Jimenez).

c. August 2020 Head Start / State Child Development Enrollment Update & Meals Report – Ginger Mendez, HS State Enrollment / Attendance Manager – ***Action Item***

Head Start Kern only achieved 45% enrollment, and 1.9% enrollment for children with disabilities, but met the goal for over income enrollment at 3.9%. Early Head Start Kern enrollment decreased to 76% and fell short to meet the enrollment goal for children with disabilities at 8.3% but met the goal for over income at 5.8%. Early Head Start San Joaquin enrollment was 83% and was at 7% of enrollment for children with disabilities and met the goal for over income enrollment at 9.3%. Early Head Start Partnership enrollment decreased to 43% and enrollment for children with disabilities also decreased to 1.3% but enrollment for over income met the goal at 5.3%.

Services for Full-day/Full-year ran from August 1 – August 14 and the Part-year program began on August 17.

Ginger reported that staff completed Community Care Licensing COVID-19 Self-Assessments for all part-year centers.

Central Kitchen prepared a total of 27,566 meals and snacks during the month of August. The Central Kitchen, along with the support of the HS/EHS staff continue to provide boxed meals for enrolled children who received virtual services. Staff is also working with Sysco to offer ready to eat meals that are creditable with CACFP. The CACFP report for July reflects a total of 22,350 meals served, which is 56%. This percentage is based on Head Start / Early Head Start Kern total meals delivered, divided by meals claimed.

Michelle asked if the plan of action for enrollment will carry over to the new contract year. Jerry Meade responded that the Office of Head Start (OHS) enrollment plan of action will end in January 2021 but said that with COVID-19, there are many options of forgiveness being discussed. Staff will keep the Committee informed of outcomes determined by the OHS.

Motion was made and seconded to approve the August 2020 Head Start / State Child Development Enrollment Update & Meals Report. Carried by unanimous vote. (Jara-Rangel/Jimenez).

d. 2019-2020 Early Head Start Partnership Self-Assessment – Sylvia Ortega, Quality Assurance Administrator – ***Action Item***

Sylvia Ortega reported that the annual self-assessment for EHS Partnership was conducted to review the program operations, goals, objectives, and other criteria noted in the report. The Partnership self-assessment resulted in two program findings in the areas of hand washing and policies and procedures. Plans of action to address the findings have been completed.

Nila asked if it is the newer programs that are having issues with handwashing. Sylvia said there is a learning curve with new programs.

Motion was made and seconded to approve the 2019-2020 Early Head Start Partnership Self-Assessment Report. Carried by unanimous vote (Jimenez/Panos).

e. 2019-2020 Early Head Start San Joaquin Self-Assessment – Sylvia Ortega, Quality Assurance Administrator – ***Action Item***

Sylvia Ortega reported that the annual self-assessment for EHS Partnership was conducted to review the program operations, goals, objectives, and other criteria noted in the report. The Partnership self-assessment resulted in two program findings in the areas of policies and procedures and transition services. Plans of action to address the findings have been completed.

Motion was made and seconded to approve the 2019-2020 Early Head Start San Joaquin Self-Assessment Report. Carried by unanimous vote (Panos/Jara-Rangel).

7. Committee Member Comments

- No comments

8. Next Scheduled Meeting

Program Review & Evaluation
Wednesday, October 14, 2020
12:00 pm
5005 Business Park North
Bakersfield, CA 93309

9. Adjournment

The meeting adjourned at 1:21 pm.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Administration/Sheila Shegos		**Month/Year: July 1- August 31 2020**
Program/Work Unit: 2-1-1 Kern County	**Staffing:** 21	**Program Manager:** Irene Fonseca

Services: Provides 24/7 information and referral services via phone or CAPK 2-1-1 website to residents of Kern County. 2-1-1 provides call handling services for Kings, Tulare, and Stanislaus Counties. 2-1-1 serves as the call center for the CAPK Energy Program and VITA Program. 2-1-1 is the entry point to homeless services by way of the Coordinated Entry System—2-1-1 screens callers experiencing homelessness and connecting them with CES Homeless Navigators who prioritize needs by urgency and link the client to necessary services. 2-1-1 in collaboration with First 5 of Kern, is an access point for parents of children ages 0-5 to complete an online developmental assessment to aid in early intervention of identified delays. 2-1-1 also offers over the phone Calfresh application assistance to eligible Kern County residents, via the GetCalfresh.org website.

Activities	Description			
Information & Referral Services	**Incoming**	**Answered**	**Unanswered**	**Referrals**
Kern County	18,213	15,233	2,980(16%)	29,160
Kings County	891	800	91(10%)	*
Tulare County	9,364	8,843	521(6%)	*
Stanislaus County	3,397	2,987	410 (12%)	*
Total	31,865	27,863	4,002(13%)	

*2-1-1 Kern does not have access to the iCarol database for these counties. Per the agreements, 2-1-1 Kern provides referrals but does not track them. The information goes directly to the iCarol databases for the individual counties.

Most Requested Services	Food Assistance	COVID19 Testing	Rent Payment Assistance
Top 3 Unmet Needs	Homeless Shelter	Home Delivered Meals	Rent Payment Assistance

Other Services		Month	YTD
LIHEAP	Calls Answered	5,945	19,884
Weatherization	Calls Routed through 2-1-1	993	2,408
Mental Health	Calls Answered	822	2,102
Website Visitors	Duplicated Visitors to CAPK's 2-1-1 Kern web page	39,039	174,700
VITA	Calls Routed through 2-1-1	0	9,880

CalFresh Application	Over the Phone Application Assistance via GetCalfresh.org website (Supplemental Nutrition Assistance Program- SNAP/food stamps)	**Applications**	**Approved**	**Pending**
		81	**N/A**	**N/A**

Coordinated Entry System (CES)	Entry point for the homeless population in Kern County.	**211 Homeless Referrals**	**Agency QRT Received**	**Assessments Completed**
		1,681	**18**	**278**

Outreach Activities	Outcomes
• Calfresh Connect	Attended a 2-part virtual conference with Calfresh subcontractors to share best practices, strategies and challenges serving those experiencing food insecurity during the pandemic.

Highlights: 2-1-1 Kern continues to answer COVID disaster related calls for all counties. In the months of July-Aug, 2-1-1 Call Specialists provided over ten thousand disaster related referrals to Kern County residents. Call Specialists have triaged and transferred over fifteen hundred callers to the Kern Public Health COVID line for COVID related health concerns.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Youth & Community Services/Freddy Hernandez		**Month/Year:** July-August 2020
Program/Work Unit: AmeriCorps, KYMC	**Total Program Staffing:** 1 staff and 21 AmeriCorps Members (ACM's)	**Program Manager/Supervisor:** Carrie Farwell
Services: Members transitioned from Covid19 Emergency Response, back to original service in August. Our 21 ACM's were assigned to the following activities during July & August.		

Activities		
	YTD Reporting Period January - December	
Description	**Month**	**YTD**
CAPK FOOD BANK & FOOD DISTRIBUTION (Covid19 Emergency Response) **DATA:** 4 ACM's provided 102 hours and built 3 pallets, 60 boxes each, and helped distribute 250 food boxes for distribution in Delano. 1 ACM made 30 phone calls to seniors for the Food to Door program.	5	N/A
CAPK FRIENDSHIP HOUSE, SUMMER PROGRAM & DISTANCE LEARNING *ACM's help with safe student rotation, meals, enrichment, & distance learning support.* **DATA:** 8 ACM's provided 614 hours and supported 26 students		
CAPK SHAFTER YOUTH CENTER, SUMMER PROGRAM AND DISTANCE LEARNING *ACM's help with safe student rotation, meals, enrichment, & distance learning support.* **DATA:** 5 ACM's served 727 hours and supported 28 students		
TYM4CHANGE, YPAR (Youth Participatory Active Research Team) *Responsible for conducting surveys, providing research & data collection and archiving information. Responsible for maintaining photos and social media. Recruit for TYM4CHANGE.* **DATA**: 9 ACM's provided 1,529 hours, hosted 1 meet & greet recruitment event for 5 youth participants, conducted 13 surveys, and 9 interviews.		
VINELAND SCHOOL DISTRICT, EMERGENCY SUPPORT Cleaned, sanitized *and painted facility, and helped distribute materials to students.* **DATA:** 10 ACM's provided 1143 hours, packed 700 backpacks for distribution, made 190 phone calls to parents to inform about backpack and Chromebook distribution.		
VINELAND ELEMENTARY & SUNSET MIDDLE SCHOOL *Members provide distance learning support for teachers and students; take attendance, provide homework help, make phone calls home, and grade homework.* **VINELAND DATA:** 4 ACM's provided 357 hours, and worked with 12 students **SUNSET DATA:** 4 ACM's provided 242 hours, and worked with 25 students		
VINELAND SCHOOL DISTRICT SERVICE PROJECT, ENRICHMENT PROJECT *Members worked with Vineland Superintendent & the district Head Counselor to develop virtual enrichment courses. ALL members will be teaching 2-week courses via zoom. Course Topics: Comics, Zines, Recyclable Art, and CALM-Conservation.* **DATA:** 21 ACM's spent 676 hours meeting, planning, and preparing for enrichment. Hosted 3 virtual meet and greets for 13 students, to provide orientation to the courses.		

Noteworthy: **Please visit our FB and Instagram Pages @ Kern Youth Making Change**

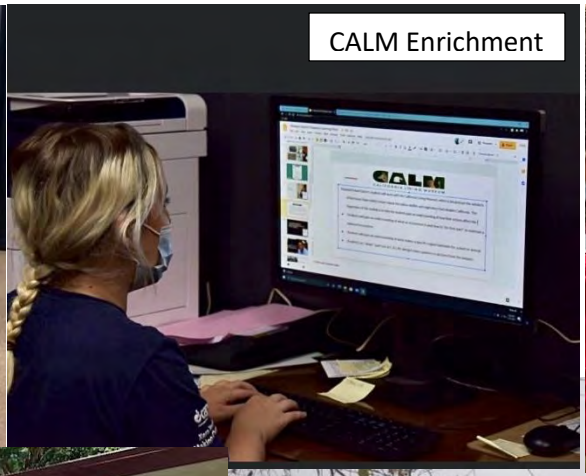
COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

-AMERICORPS AT WORK-



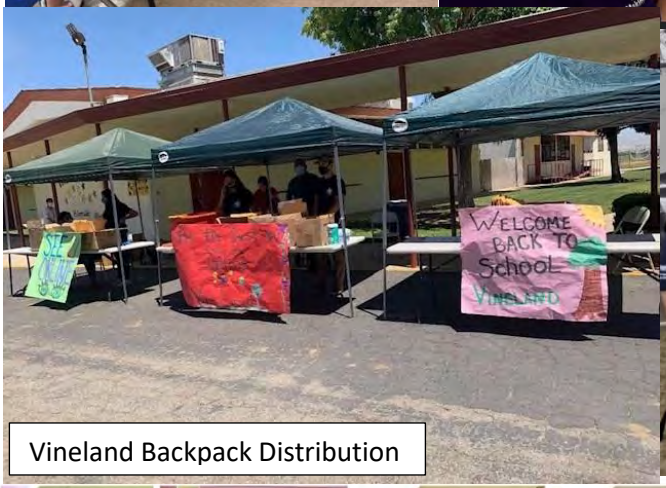
Shafter Youth Center



CALM Enrichment



YPAR Interview



Vineland Backpack Distribution



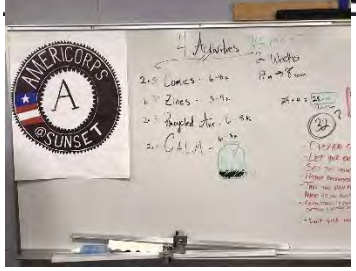
Food Bank Support



Painting Sunset Middle School



Friendship House



AmeriCorps has gotten great at working virtually.

We do most of our work and meetings via zoom.

Members check in from their respective sites.

Nothing can stop this TEAM.



COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** July/August 2020
Program/Work Unit: CalFresh Healthy Living	**Total Program Staffing**: 10	**Program Manager/Supervisor:** Tammy Fisher
Program/Work Unit Description: CAPK with funded and unfunded community partners that reflect the geographic, cultural, and ethnic diversity of Kern County will implement strategies and/or interventions in communities to help establish healthy eating habits and a physically active lifestyle, in accordance with the Supplemental Nutrition Assistant Program Education (SNAP-Ed) guidance mandated by the Food and Nutrition Act under Section 28, with an interest in improving nutrition, physical activity, public health, the built environment, and health care where we work, live, shop, learn and play.		

Activities	Description	Status	
		Month	YTD
CAPK CalFresh Healthy Living Program Partnerships	• CAPK Health Educators via Zoom attended three Collaboratives in Lamont, Wasco, and Shafter.	3	24
CAPK CalFresh Healthy Living SHOP	• Health Educators provided nutrition education at drive thru CAPK FOOD BANK locations. • The Nutrition Environment Food Pantry Assessment Tool was completed at two CAPK FOOD BANK sites. • Partnership meeting with CAPK Food Bank Program Manager to present updates on PSE strategies at CAPK FOOD BANK sites.	1,300 2 1	13,307 16 4
CAPK CalFresh Healthy Living LIVE	• CAPK Health Educators were not able to partner with Mercy Downtown Hospital due to COVID-19 restrictions. • Health Educators continued partnership building meetings with Adventist Health Clinics. • Health Educators started weekly Facebook Live CalFresh Healthy Living education series at Buttonwillow and Wasco Branch Libraries.	0 1 4	30,000 4 9
CAPK CalFresh Healthy Living Trainings	• Health Educators attended two virtual trainings: ToP Facilitation Methods Training: Pandemic Edition hosted by CDPH and the Nutrition Update webinar hosted by UCCE.	2	14
CAPK CalFresh Healthy Living County Nutrition Action Plan (CNAP)	• The CNAP Steering Committee provided updates on technology to meet program goals and SHOP Health Educators presented. CNAP Quarterly Collaborative will meet Thursday, September 24, 2020 at 10 AM.	1	9

Other Items of Note:

1. CAPK CalFresh Healthy Living Website is updated monthly at www.capk.org/programs/calfresh
2. CAPK CalFresh Healthy Living Face Book page is updated weekly at https://www.facebook.com/CAPKCalFresh/

Staffing: CAPK CalFresh Healthy Living Health Educator position interviews continue for the Health Educator position.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Youth & Community Services/Freddy Hernandez		**Month/Year:** July and August/ 2020
Program/Work Unit: East Kern Family Resource Center	**Total Program Staffing**: 6	**Program Manager/Supervisor: Vacant** Choose an item.
Program/Work Unit Description: Serves low-income individuals and families residing in East Kern County communities of Boron, California City, Mojave, North Edwards, Rosamond, and Tehachapi. Services include case managing families with children who are at risk of abuse and neglect (Differential Response); preparing children to enter kindergarten (School Readiness Initiative); parenting education; emergency supplies closet for immediate basic needs such as clothing, food, diapers, infant formula, bus passes, and gas vouchers.		

Activities	Description	Status	
		Month	YTD
Referrals for services Case Managed Families	Differential Response F5K School Readiness Economic Empowerment	35 10 0	157 24 21
Children enrolled in center-base program		14	15
Adults in Court Mandated Parenting Classes		5	11
Services to Walk-ins	Services e.g., faxing and photocopying legal documents (such as such as birth certificates, Social Security cards, immigration status information needed to receive public assistance), food, clothing, referrals to other support services, and ongoing case management	117	412
Emergency Supplies Closet and Other Services	Food (individuals)	32	61
	Clothing (individuals)	29	165
	Photocopies (individuals) HEAP Application Supporting Docs	570 32	1,555 230

Other:

1. Services were limited due to COVID-19.
2. Staff conducted modified home visits meeting with clients outside of their homes and adhering to CDC guidelines as far as wearing a face mask and following the social distancing requirements.
3. The site supervisor position is no longer vacant.
4. One of the two DR case mangers has been on medical leave.
5. The First 5 case manager is currently providing ongoing case management services to 24 families.
6. The EKFRC is under a new division/director.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Youth & Community Services/Freddy Hernandez		**Month/Year: July-August 2020**
Program/Work Unit: Energy	**Total Program Staffing**: 37	**Program Manager/Supervisor:** Todd Payne
Services: Residential weatherization, utility bill payment assistance, and energy efficiency education for low-to-moderate-income Kern County residents.		

YTD Reported from 01/02/2020 to 8/31/2020

Activities	Description	Status	
		Households Served	
		Month	YTD
1. Low Income Home Energy Assistance Program (LIHEAP Utility Assistance -2020)	• Utility bill payments	**755**	**3435**
2. Low Income Home Energy Assistance Program (CARESACT Utility Assistance – 2020)	• Utility bill payments	**167**	**167**
1. Low Income Home Energy Assistance Program (DAP) Weatherization Assistance (2020)	• Residential repair/weatherization (e.g., weather stripping, thermostats, door/window replacement, etc.)	**1**	**1**
	• Energy-efficient appliance installation	**2**	**2**
2. Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance (2020)	• Residential repair/weatherization (e.g., weather stripping, thermostats, door/window replacement, etc.)	**4**	**19**
	• Energy-efficient appliance installation	**4**	**33**
3. Department of Energy Weatherization Assistant Program (DOE-WAP) (2018)	• Residential repair/weatherization (e.g., weather stripping, thermostats, door/window replacement, etc.)	**-0-**	**4**
	• Energy-efficient appliance installation	**-0-**	**4**
5. Total Value of Services (utility payments only)		**$552,738**	**$2,226,439**
		Results	
6. Energy calls received (from 2-1-1)		**6436**	
		HEAP	**Wx**
7. Number of LIHEAP applications Received		**1130**	**-0-**
8. Number of LIHEAP applications Completed		**922**	**-0-**
9. Number of LIHEAP applications in Progress		**208**	**-0-**
10. Outreach Events attended	All Outreach events are cancelled due to COVID-19 Pandemic.	Give presentations, distribute brochures, tote bags, ink pens and energy savings wheels.	

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Executive/Pritika Ram		**Month/Year**: July-August 2020
Program/Work Unit: Outreach and Grants Team	**Total Staffing**: 4	**Program Manager/Supervisor:** Pritika Ram

Services: Grant research on funding resources and opportunities, proposal preparation, and special projects. Media and public relations, agency and program promotional materials, advocacy, social media and website management, special events and fundraising, English-Spanish translations.

Outreach and Grants Team Activities

The Outreach Team prepared the announcement document for CAPK's new Executive Leadership Team and released it to CAPK Staff and 250 agency partner organizations and supporters. It provided graphics, technical and advocacy work for agency legislative goals, supported community partners and prepared work in support of a variety of new CAPK programs and initiatives. Team members launched program training for roll-out of the CAPK Brand Manual.
The Grants Team has added a Senior Community Development Specialist to assist with grant writing, research, analysis, and special projects.

Advocacy	• Worked with the Office of Congressman T.J. Cox to advocate with the California Governor's office in support of revising the CSBG eligibility cap to 200 percent. • Assisted City of Bakersfield and Southeast Bakersfield advocates to circulate a community improvement survey. • Drafted and distributed a detailed announcement of the new CAPK Executive Leadership Team with biographies. Created a dedicated contact list for distribution.
Outreach	• Coordinated media requests for stories on the M Street Navigation Center and Food Bank. • Reviewed and finalized designs for CAPK Website refresh. • Coordinated with Marcom Group on ideas for new CAPK Foundation website. • Worked with HR on plans for Thank You signs for CAPK sites and enhanced new staff onboarding experience. • Worked with Bakersfield College and M Street Navigation Center on Hire-Up kick-off event. • Conducted Brand Training with program outreach leadership to advance the new CAPK Brand. • Prepared for Fueling our Communities food delivery media day in cooperation with 2-1-1 and SoCalGas. • Reviewed Microsoft Dynamics proposal for CAPK marketing and philanthropy tracking. • Launched support for Grants Team on Food Bank Capital Campaign. • Expanded CalFresh Healthy Living presence on www.capk.org. • Updated Executive Leadership page on website. • Updated Home Visiting Initiative flyers. • Created VITA flyer for CSUB. • Created bilingual Census postcard that was mailed to low response zip codes. • Created signage for Angela Martinez Child Development Center. • Created logo designs for the CAPK Foundation. • Promoted VITA Site Coordinator position on social media. • Updated Medi-Cal flyer for Friendship House Community Center • Created Learning Pod Flyers and graphics for Friendship House and Shafter Youth Center, and promoted on social media. • Created branded Agency envelopes. • Created branded envelope labels for Energy and Weatherization. • Updated online Food Bank donations page for expansion project. • Updated flyer and promoted Wasco Free Farmers Market on Aug. 13. • Promoted 36th Annual California Coastal Cleanup on social media.
Grants-In Progress	• California Natural Resource Agency Youth Community Access Grants • California State Parks and Recreation Youth Center Expansion • Feeding America Senior Food Assistance • Kern County Housing for Harvest

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Research	• Affordable Housing • Rental assistance to avoid evictions
Projects	• CAPK Food Bank Case for Support • Developed Potential Funding List • CSBG Mid-Year Data Collection • CAPK Foundation

- Worked with the CalCAPA to advocate for the CARES CSD CSBG increase of income eligibility for clients from 100% to 200% of the Federal Poverty Line for the State Governor's office
- Working with the CAPK Food Bank to tie their specific branding across all partner organizations to better highlight that the Food Bank is the source of food/inventory at the distribution sites
- Partnered with Congressman TJ Cox's office to be added in his latest video on Roadmap to Health video
- Developing capital campaign for the Food Bank, potential partnership with the Kern Community Foundation

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** July- August 2020
Program/Work Unit: Food Bank	**Total Staffing**: 19	**Program Manager:** Jaime Orona
Services: Partners with 147 food distribution sites throughout Kern County to provide food assistance to low-income families and individuals.		

		Status	
Activities	**Description**	**Month**	**YTD**
USDA Commodities	Individuals Served (July)	58,201	361,874
	Poundage Received all Programs	2,650,191	22,714,382
	Total Poundage Distributed, All Sites	2,163,342	21,956,203
	Total Distributed pounds 2019	1,983,503	13,574,396
Food Sourcing	**Produce Received: 203,557 pounds of produce (donated or purchased) & 13 different produce items:** · Bolthouse: Carrots & Carrot Beverages · Grimmway: Potatoes, romaine, leafy greens, cauliflower & carrots, broccoli · Target: Mixed produce · Varsity Produce: Onions · Walmart: Mixed produce · Wonderful: Citrus **Food Purchase Distribution Program Produce: 192,386** Pounds/5 different produce items **Farmers Markets: New Life, Delano, Wasco, & Catholic Charities. A total of 148,000 pounds of fresh produce, bread & beverages. Reaching 3,000 Families**		
Food Drives:	**CSFP Produce Distribution:**		

- CAPK Food Bank held 22 Emergency box distribution throughout Kern County. Distributed 8,400 boxes in the month of August.
- 8/7 - CAPK Food Bank held their 5th drive-thru Farmers Market in Delano, distributed 37,091 lbs. to 578 individuals.
- 8/9 - CAPK Food Bank held their 5th drive-thru Farmers Market in Wasco, distributed 28,088 lbs. to 424 individuals.
- Food 2 Door started distribution on August serving 2,000 clients home bound.
- Our CSFP program held 29 distributions for the month of August and distributed 35-pound boxes of healthy and non-perishable food to 4,300 seniors throughout Kern County. CSFP team is doing a great job of having drive-thru distribution at most sites.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Youth & Community Services/ Freddy Hernandez		**Month/Year:** July/August 2020
Program/Work Unit: Friendship House	**Total Program Staffing: 3**	**Program Manager/Supervisor:** Lois Hannible
Services: After-school and summer programs, pre-employment program for youths, parenting classes, nutrition education, sports, gang prevention, and access to social services.		

Activities	Participants	
Description	**Month**	**YTD**
After-School Program Tutoring, homework assistance, recreation.	12	111
Summer Program Recreational activities, educational games, and activities.		19
Gang Prevention Program Aggression Replacement Training (ART), Nurturing Parenting and Parents on Mission (POM) parenting classes are provided at local school sites, correctional facilities, at the Friendship House and other community centers, to prevent at-risk youths from joining gangs.		26
STEM (Science, Technology, Engineering, Math) Program The STEM program teaches robotics, coding, engineering, and mathematics to program youth, engaging them in hands-on science focused learning.		11
Mobile Mexican Consulate -Consular services are provided at FHCC every Tues. & every other Wed., providing passport renewals, assistance with obtaining important documents, and providing DACA & protection information**.**		3919
PREP Works Program Pre-employment program for at-risk youth that provides them with financial literacy; skills and knowledge to conduct job searches and plan for college/career; and an incentivized savings program. Participants also have an opportunity to gain paid work experience.		109
Positive Youth Development Services- Mentor program for at-risk youth.	12	100
Positive Youth Development Services- Medi-Cal Health Enrollment Navigator Project	42	93

Other:

- The CAPK Friendship House is excited to welcome two new staff members: Guadalupe Otanez, who is the Program Educator for the Positive Youth Development Mentor Program, and Francisco Vargas who is the Program Educator for the Health Navigator Medi-Cal Program.
- The CAPK Friendship House is offering a free learning pods program to students ages 6-12 during the school year, to assist with virtual learning.





COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Lisa McGranahan		**Month/Year: July & August 2020**
Program/Work Unit: HR/Staffing	**Total Division Staffing**: 10	**Program Manager/Supervisor:** Barbara Imdorf, Dawn Bledsoe
Services: All functions and activities related to staffing, employee benefits (including the pension plan) administration, labor law compliance, human resources management, and SEIU Contract.		

		Status	
Activities	**Description**	**Month**	**YTD Reporting Period Jan-Dec.2020**
Employee Count/July 2020	Regular	906	
	Subs/Temps	25	
	Total Staff	931	
Employee Count/August 2020			
	Regular	918	
	Subs/Temps	20	
	Total Staff	938	
New Hires/July 2020	**All divisions and programs**		
	Regular	7	191
	Subs/Temp	3	63
	Total New Hires	10	254
New Hires/August 2020	**All divisions and programs**		
	Regular	20	211
	Subs/Temp	3	66
	Total New Hires	23	277
Leaves of Absence/July 2020	Full-time Leave	13	
Leaves of Absence/August 2020	Full-time Leave	22	
Terminations/July 2020	**All divisions and programs**		
	Voluntary	6	214
	Involuntary	2	81
	Total Terminations	8	295
Terminations/August 2020			
	All divisions and programs		
	Voluntary	21	235
	Involuntary	0	81
	Total Terminations	21	316
Staffing/July 2020	**Vacancy**	15	484
	Total Online/ADP Applications Received	498	10,039
Staffing/August 2020	**Vacancy**	45	529
	Total Online/ADP Applications Received	1,584.00	11,623
Payroll/July 2020	**Total Hours Paid**	143,953.44	
	(3 Pay Periods this month) Total Gross Payroll	3,280,772.80	
Payroll/August 2020	**Total Hours Paid**	113,802.77	
	Total Gross Payroll	2,377,576.08	
Projects: *ADP Recruitment / Employee Survey*	***Completed:***		

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Program: M Street Navigation Center		**Month/Year: August 2020**
Program Manager: Laurie Hughey	**Program Staffing: 17**	**Division/Director:** Community Development/Sheila Shegos

Residents Served from the following areas:

Zip Code	Number of Residents	Zip Code	Number of Residents
93301	14	60653	1
93304	4	90032	1
93305	13	93560	2
93306	2	93263	1
93307	7	85714 (Tucson)	1
93308	9	Unknown	20
93309	4	**TOTAL**	**88**
93311	1		
93213	1		
93215	1		
93205	1		
93241	1		
93536	1		
93274	1		
93501	1		
93255	1		

M Street Partner Highlights:

Public Defender – Will start assisting residents with criminal record expungement, increasing opportunities for self-reliance. **Kern Behavioral Health & Recovery Services** – Will start Substance Use Disorder/SUD services one day per week at the shelter in the coming weeks ahead. **Department of Human Services** – Donations through the Department of Human Services will be made to M Street on a regular basis. Items such as water, snacks, hygiene products and clothing will be donated. **Law Enforcement** – KCSO is onsite daily providing security. They have been bringing several Work Release individuals to the site to help with grounds and storage area clean up. **City Serve and Bakersfield College** – Are planning a community event for their HireUp project that offers educational classes and jobs for M Street residents.

Other Highlights:

- M Street has 445 social media followers; Holiday meal planning is underway, with help from area churches; The Good Neighbor Committee is meeting monthly to discuss on-going efforts of communication with area neighbors.

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

	Month	Month	Month	Month
PROGRAM DELIVERABLES:	**August 2020**	**July 2020**	**June 2020**	**May 14 2020**
M Street Overnight Residents (Includes exits)	88	110	82	36
Total Meals Delivered	4795	4600	3191	1455
Total Meals Served	2543	2313	1294	505
Left-Over Sack-Meals Distributed to Community (Flood/Volunteers)	2252	2287	1897	950
Assigned Beds	50	49	48	36
Open/Available Beds	2	1	16	25
Volunteers	24	21	18	5
Volunteer Service Hours	183.75	285	124.25	16
Donations, Monetary	NA	NA	NA	NA

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Donations, In-Kind: (*August: Food, LaRosa, hygiene kits, tennis shoes, socks, pants, t-shirts, toothbrushes, flip flops, library cart, Frito Lay chips, Jersey Mike Sandwiches, watermelon)	*	--	--	--
Exits, Permanent Housing	4	3	3	0
Exits, Voluntary, Involuntary	39	24	24	9
Longest Length of Stay (days)	139	28	49	--
Total Critical Incidents	43	38	42	8
• Health & Safety	27	21	29	--
• Harm to Self & Others/Aggressive Behavior	14	16	13	--
• Unexcused Absences (Overnight)	2	1	0	--
• Mandated Reporter	0	0	0	--
Showers	594	1232	181	--
Case Management Services	136	440	100	--
DHS Services Enrollment				
• Cal Fresh / Food Stamps	3	2	9	--
• Medi-Cal Insurance (In process with DHS assistance)	NA	NA	NA	--
• Cash Assistance (In process with DHS assistance)	NA	NA	NA	--

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Health & Nutrition Services/Carmen Segovia		**Month/Year:** July/ August 2020
Program/Work Unit: Migrant Childcare AP Program (MCAP)	**Total Staffing**: 19, *Vacancies- 3 Family Specialists, 1 Reimbursement Specialist, 1 Service Clerk*	**Program Manager/Supervisor:** Susana Magana
Services: The Migrant Childcare Alternative Payment Program is a voucher-based childcare program for migrant agriculturally working families. The program has six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once enrolled, families can continue childcare services as they migrate throughout the state following agricultural work. The program's current Fiscal Year is July 1, 2019, to June 30, 2020. **This report is for the service month of June 2020, which was processed in the month of July 2020.*		

Activities	County	Total	% by County
Active Enrollments	Kern*	409	45%
	Madera	118	13%
	Merced	4	0
	Tulare	176	20%
	Kings	66	7%
	Fresno	139	15%
	Total	1021	**100**%

*Kern totals include services provided outside of the six entry counties. The case management for those families working and residing outside the six entry counties are handled by the regional office in Bakersfield.

Current Activities:

The MCAP office is still operational Monday to Friday from 7am-5pm. To comply with social distancing staff has been split into two shifts and is telecommuting part of the day. Our office lobby is open by appointment only.

The MCAP program has experience an increase in phone calls requesting changes in providers due to some providers temporarily closing their family childcare home due to Covid-19. Staff is working diligently to assist families in finding temporary childcare providers.

Program manager is working closely with the California Alternative Payment Program Association CEO and the CA Department of Education (CDE) staff to ensure the needs of the MCAP program are being considered, as CDE continues issuing emergency Covid-19 regulation management bulletins.

MCAP wrapped up the FY 2019-2020. The program received an additional $400K in the month of May 2020 and earned 99.57% of the contract for the year.

Upcoming Activities

Due to Covid-19 outreach activities, meetings and trainings have been cancelled until further notice.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Operations/Emilio Wagner		**Month/Year:** July 2020
Program/Work Unit: Business Services/ Maintenance & Operations/Information Technology/Risk Management	**Total Division Staffing:** 23	**Program Manager/Supervisor:** Dan Ripoli, Douglas Dill, Kerri Davis, Laurie Sproule
Services: Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.		

Operations Report begins March 1st

		STATUS	
Activities	**Description**	**Received**	**Completed to Date**
Business Services			
Purchase Orders Processed		125	372
Contracts/Leases Processed		74	307
Request for Proposals (RFP)	Grant Writing Consultant (Community Development) Food Services – (HS/EHS)	In Progress Completed	
Leases	Chrisman Road (Head Start) 277 E. Front Street. Buttonwillow (WIC) 452 West Los Angeles (Head Start) 2739 Diamond Ave. (WIC) 401 Willow Drive (Head Start) 10300 ½ San Diego St. (Head Start) 7000 Wardrobe Avenue (MCAP) 1500 Fairfax Road (Head Start) 1850 Wardrobe Avenue (MCAP) Mojave Veteran's Bldg. Rental Agreement (WIC) Belle Terrace 6500 sq. ft facility (Unit # unknown) (Food Bank) 115 Walnut St. (EHS SJ) 6019 E. Niles (WIC) 401 Willow Drive (HS)	In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress In Progress	
Contracts	Escuelita Hernandez (Partnership) HSI Amendment I Stine & Oswell (Head Start) HSI Amendment I Broadway (Head Start) Wellworks For You (Finance) Colombo Construction (Head Start) MOU Cal Fresh (Head Start- SJ) Blue Ribbon Automotive (Head Start) McWilliams and Walden, Inc. (Head Start)	In Progress In Progress In Progress In Progress In Progress Completed In Progress In Progress In Progress In Progress In Progress In Progress Cancelled Completed	

	Motor City	In Progress
	(HeadStart)	In Progress
	Big O Tires (Operations)	In Progress
	Ordiz Melby (Head Start)	In Progress
	Turks Kern Copy (Maintenance)	In Progress
	Reliable Janitorial	In Progress
	Turks Kern Copy (LBNC)	In Progress
	Allied Universal (LBNC)	In Progress
	Orkin Contract (Jewett & Cal Fresh)	In Progress
	Premiere Services (Energy)	In Progress
	Tres Hombres Fence Company	In Progress
	Tel Tec (Various Program) Phase #2	In Progress
	Mission Linen (Mask Project/Various Programs)	In Progress
	PLC System Services (Various Programs/BPN)	In Progress
	McFarland School District Food Services Contract (HS)	In Progress
	Premiere Services (HS,EHS) Bush St.	In Progress
	PLC System Services (LBNC) $950	In Progress
	Subcontract Agreement (Com. Development)	In Progress
	Computer Linx Amendment I (M St.)	In Progress
	Computer Linx Amendment I (M St.)	In Progress
	PLC System Services (M St.)	Completed
	ACI (Head Start $715)	Completed
	ACI (Head Start $1,885)	In Progress
	ACI (Head Start $1,953.20)	In Progress
	ACI (Head Start $1,850)	In Progress
	Bronco Electric (Head Start)	Completed
	MAKE Bakersfield Amendment I (SYC)	Completed
	San Joaquin Interiors (Head Start Stine)	In Progress
	San Joaquin Interiors (Head Start Fairview)	In Progress
	San Joaquin Interiors (Head Start Stine $175)	In Progress
	WIPLFLI Engagement Letter	In Progress
	Tres Hombres Fence Company (M St.)	In Progress
	WIPLFLI Engagement Letter (IT Project)	In Progress
	M&S Security Services Amendment I (Jewett)	Completed
	ACI (Head Start 1900 E. Cal)	In Progress
	Tel-Tec Security (Head Start $1,698)	In Progress
	Vital Signs (HS Stine)	In Progress
	PLC System Services (M St. $2,341.42)	In Progress
	Taft City School District (Food Service Contract HS)	In Progress
	Delano Food Service Contract	In Progress
	M&S Security (Belle Terrace)	In Progress
	San Joaquin Interiors (HS/EHS $7,000)	Completed

Maintenance & Operations		Work in Progress	Closed To Date
Facility Work Orders Processed	Repair and maintenance of CAPK facilities and vehicles. 3/1/2020 to Date	76	927
Projects			

	• East Cal: EHS interior renovations are complete. Program has now asked to remodel the Kitchen and add double child sink cabinets in two classrooms. We have acquiring bids and are waiting for the contract to be issued.	In Progress
	• Primeros Pasos: We are procuring to remove the worn-out AstroTurf, playground equipment and shade structure and replace the shade structure with a lower structure and installing sod to replace the old AstroTurf. We are waiting for the contract to be issued.	In Progress
	• Alberta Dillard: We have acquired bids and issued a contract to convert the single classroom into two classrooms and removing the existing concrete stage. Construction has started on 7/24/2020.	In Progress
	• We are in the process of moving ERSEA from BPN to Kaiser STE #101, moving HR to BPN, moving Community Development to Kaiser STE #220 and making adjustments to accommodate BPN.	In Progress
	• We have started construction at Martha J Morgan in the two center classrooms to convert them into EHS classrooms and we are building an Office for the FSW.	In Progress

Information Technology		**Received**	**Closed To Date**
Help Desk Work Orders Processed	Technical assistance to employees, repairs, troubleshooting, coordination of services with IT services subcontractor	1331	1252
Projects	• AT&T E-rate Category 1 Installation	In Progress	
	• Mitel Upgrades	In Progress	
	• Head Start computer upgrades	In Progress	
	• Head Start Network and Wifi upgrades Category 2	In Progress	
Risk Management		**Reported**	**01/01/2020 to Date**
Workers Compensation Incidents	• For Report Only	1	24
	• First Aid	1	7
	• Medical Treatment	0	2
	• Modified Duty	0	0
	• Lost Time	0	2
	• Non-Industrial (not work related)	0	0
	• Under Investigation	0	0
	• Confirmed Work related COVID	31	31
General Liability		0	0
Property Incidents		0	10
Vehicle Incidents		0	9
Projects	Workers' Compensation Renewal	Completed	
	Charter for Operational Risk Mgmt Advisory Committee	Completed	
	Safety & Security Policies for Front Desk	Completed	
	Workplace Violence Prevention Program	Completed	

	Operational Risk Committee	On-going
	Submitted for approval Vehicle Safety Program	Completed
	Safety Meetings Monthly Maintenance & Energy	On-going
	Homeless Shelter Liability and W/C Insurance	Completed
	New safety Program for Homeless Shelter ATD	Completed
	Developing Respiratory Protection Program for LBNC	Completed
	Update safety programs to include Homeless Shelter & Staff	In progress
	Developing Returning to Work Plan after COVID	Completed
	Assisting Programs to develop reopen plans and protocols	Completed
	Staff Training on the proper wearing of mask	On-going
	Facial Covering Policy	Completed
	Suspected or Confirmed Cases of Covid-19 In The Workplace Plan	Complete

- **Other:** We have started construction at Martha J Morgan in the two center classrooms to convert them into EHS classrooms, and we are building an office for the FSW.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Operations/Emilio Wagner		**Month/Year:** Aug 2020
Program/Work Unit: Business Services/ Maintenance & Operations/Information Technology/Risk Management	**Total Division Staffing:** 23	**Program Manager/Supervisor:** Dan Ripoli, Douglas Dill, Kerri Davis, Laurie Sproule
Services: Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.		

Operations Report begins March 1st

		STATUS	
Activities	**Description**	**Received**	**Completed to Date**
Business Services			
Purchase Orders Processed		136	508
Contracts/Leases Processed		58	365
Request for Proposals (RFP)	Mental Health Consultant –Head Start	In Progress	
	Architectural Services -Food Bank Expansion	In Progress	
	Construction Manager at Risk –Food Bank Expansion	In Progress	
	Independent Audit Services –Finance	In Progress	
	BPN Tenant Improvements –Operations –HR	In Progress	
	Occupational Health – HR –Risk Management	In Progress	
	Diversity Training -HR		
Leases	Chrisman Road (Head Start)	In Progress	
	277 E. Front Street. Buttonwillow (WIC)	In Progress	
	2739 Diamond Ave. (WIC)	In Progress	
	401 Willow Drive (Head Start)	Completed	
	10300 ½ San Diego St. (Head Start)	In Progress	
	7000 Doe Avenue (MCAP)	In Progress	
	1850 Wardrobe Avenue (MCAP)	In Progress	
	Mojave Veteran's Bldg. Rental Agreement (WIC)	In Progress	
	115 N. Walnut St. (EHS SJ)	In Progress	
	6019 E. Niles (WIC)	Completed	
	15682 K Street, Mojave	In Progress	
Contracts	Escuelita Hernandez (Partnership)	In Progress	
	HSI Amendment I Stine & Oswell (Head Start)	In Progress	
	HSI Amendment I Broadway (Head Start)	In Progress	
	Wellworks For You (Finance)	In Progress	
	Colombo Construction (Head Start)	In Progress	
	Blue Ribbon Automotive (Head Start)	In Progress	
	McWilliams and Walden, Inc. (Head Start)	In Progress	
	Motor City (Head Start)	In Progress	
	Big O Tires (Operations)	In Progress	
	Turks Kern Copy (Maintenance)	In Progress	
	Turks Kern Copy (LBNC)	In Progress	
	Orkin Contract (Jewett & Cal Fresh)	Completed	
	Tres Hombres Fence Company	Completed	
	Tel Tec (Various Program) Phase #2	In Progress	

	Subcontract Agreement Women's Bus. Cent. (Com. Development)	Completed
	PLC System Services (M St.)	Completed
	Resource Development Associates (Comm. Dev.)	Completed
	ACI (Martha J. Morgan Head St. $62,000)	In Progress
	Child Plus Contract	Completed
	Premiere Services (HS Alberta Dillard $58,500)	Completed
	RM Industries Amendment VI (Agency Wide)	In Progress
	Great Western Recreation ($44,305.55 M St. Nav Cntr)	In Progress
	Computer Linx (M St. $706.96)	In Progress
	Rice Agency (M St.$6,500)	In Progress
	Vital Signs ($699.12 HS San Diego St)	Completed
	HomeTown Plumbing	Completed
	Janitek ($5,160 EHS Stockton)	Completed
	Premiere Services Change Order ($9,800)	In Progress
	Delta Bay Builders (EHS Stockton $65,000)	In Progress
	ACI ($2,272.50)	Completed
	ACI ($500.00)	Completed
	ACI ($14,564)	Completed
	ACI (M St. $44,305.88)	In Progress
	Vital Signs ($1,329.60)	In Progress
	Tel-Tec Contract (MCAP)	In Progress
	ACI (HS Alicante $10,752.45)	In Progress
	Docebo Learning Platform ($34,500 HS)	In Progress
	RM Industries (COVID-19 Services Various Locations 10 Count)	In Progress

Maintenance & Operations		**Work in Progress**	**Closed To Date**
Facility Work Orders Processed	Repair and maintenance of CAPK facilities and vehicles. 3/1/2020 to Date	106	1076
Projects	• East Cal: EHS interior renovations are complete. Program has now asked to remodel the Kitchen and add double child sink cabinets in two classrooms. We have acquiring bids and are waiting for the contract to be issued.	In Progress	
	• Primeros Pasos: We are procuring to remove the worn-out AstroTurf, playground equipment and shade structure and replace the shade structure with a lower structure and installing sod to replace the old AstroTurf. We are waiting for the contract to be issued.	In Progress	
	• Construction has started on 7/24/2020 at Alberta Dillard to convert the single classroom into two classrooms and removing the existing concrete stage. Completion date is approx. mid-September.	In Progress	
	• We are in the process of moving ERSEA from BPN to Kaiser STE #101, moving HR to BPN, moving Community Development to Kaiser STE #220 and making adjustments to accommodate BPN.	In Progress	
	• We have started construction at Martha J Morgan in the two center classrooms to convert them into EHS classrooms and we are building an Office for the FSW.	In Progress	

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Information Technology		**Received**	**Closed To Date**
Help Desk Work Orders Processed	Technical assistance to employees, repairs, troubleshooting, coordination of services with IT services subcontractor	1766	1673
Projects	• AT&T E-rate Category 1 Installation • Mitel Upgrades • Head Start computer upgrades • Head Start Network and Wifi upgrades Category 2	In Progress In Progress In Progress In Progress	
Risk Management		**Reported**	**01/01/2020 to Date**
Workers Compensation Incidents	• For Report Only • First Aid • Medical Treatment • Modified Duty • Lost Time • Non-Industrial (not work related) • Under Investigation • Confirmed Work related COVID	2 2 0 0 0 0 0 31	28 10 2 0 2 0 0 31
General Liability		0	0
Property Incidents		0	13
Vehicle Incidents		1	10
Projects	Workers' Compensation Renewal Charter for Operational Risk Mgmt Advisory Committee Safety & Security Policies for Front Desk Workplace Violence Prevention Program Operational Risk Committee Submitted for approval Vehicle Safety Program Safety Meetings Monthly Maintenance & Energy Homeless Shelter Liability and W/C Insurance New safety Program for Homeless Shelter ATD Developing Respiratory Protection Program for LBNC Update safety programs to include Homeless Shelter & Staff Developing Returning to Work Plan after COVID Assisting Programs to develop reopen plans and protocols Staff Training on the proper wearing of mask Facial Covering Policy Suspected or Confirmed Cases of Covid-19 In the Workplace Plan	Completed Completed Completed Completed On-going Completed On-going Completed Completed Completed In progress Completed Completed On-going Completed Complete	

- **Other:** Construction has started on 7/24/2020 at Alberta Dillard to convert the single classroom into two classrooms and removing the existing concrete stage. The completion date is approx. mid-September.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Youth & Community Services / Freddy Hernandez		**Month/Year:** July / August 2020
Program/Work Unit: Shafter Youth Center	**Total Program Staffing: 3** SYC 2 AmeriCorps	**Program Manager/Supervisor:** Angelica Nelson
Services: Summer and after-school tutoring, homework assistance, educational, recreational, and social enrichment activities and services for children ages 6-18. Evening programming is offered Monday through Friday, 5:00 to 9:00 pm; activities include basketball, ancestry class, and various local groups who utilize the meeting space.		

Activities	Participants	
Description	**Month**	**YTD**
After-School Program Tutoring, homework assistance, recreation, health & nutrition education.	18	20
Evening Program – Open Basketball, Zumba, Fitness Boot Camp, Mental Health Support Group Mtg, Tai Chi CLOSED DUE TO COVID-19	0	
Summer Program Academics, sports, recreation, health & nutrition education, themed weeks with coordinated guest speakers.	21	

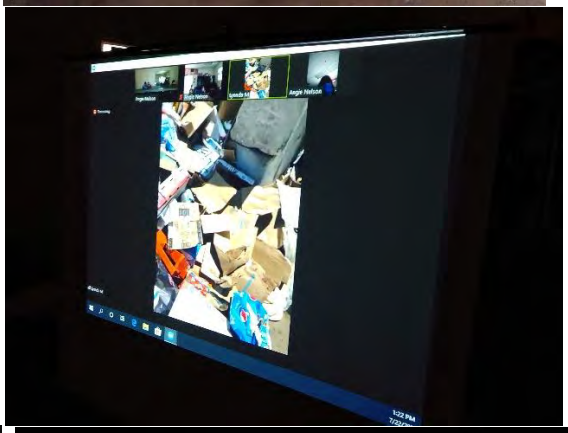
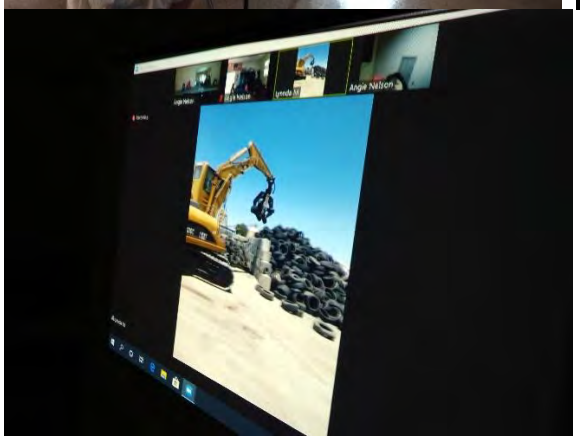
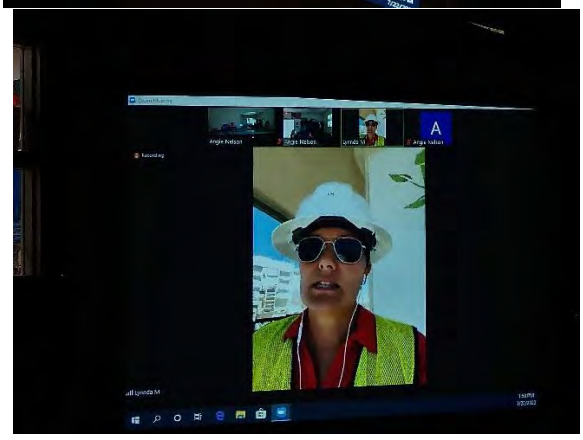
Other:

- Shafter Youth Center Summer Program concluded the last week of July. Along the new and unique summer, we had challenges and successes. One of the greatest successes was being able to continue the SYC tradition of having guest speakers. Our friend, Lynnda Martin of American Refuse presented information and took the kids on a virtual field trip at their waste facility, located in Wasco. All via Zoom. Mrs. Martin went through their operations yard and showed the kids the different equipment used and what kind of "garbage" they handle. The kids learned about recycling and even received their own goody bag, which contained a pencil made from recycled tires. This very first attempt at a virtual field trip was great, and will be the starting point for more to come. A huge Thank You to Lynnda and American Refuse.

- After School Program looks very different this year. Students are attending full day services, as early as 7:30 am, until 5 pm. Students bring their school issued Chromebooks and log in for instruction with their teachers. Students are adhering to social distancing, wearing their masks, constant hand washing and following the protocol of health screening with temperature check upon arrival. CAPK staff and AmeriCorps members are sanitizing work areas, equipment and high traffic items on a routine basis. At this time, we are serving 10 students, with a waiting list that grows a little every day. We are looking at logistical changes that will allow us to offer more seats to the community.

Virtual Field Trip with American Refuse



AmeriCorps assisting with Distance Learning Pods




COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Youth and Community Services /Freddy Hernandez		**Month/Year:** August 2020
Program/Work Unit: VITA	**Staffing:** 1	**Program Manager:** Jacquelyn Guerra
Services: Train and certify volunteers, provide free tax preparation and electronic filing for low-moderate income individuals and families and assist clients with ITIN (Individual Tax Identification Number) renewals and applications.		

Description	July	August	YTD Totals
Federal Refund	$66,392	$11,689	$3,599,985
Federal Earned Income Credits	$45,809	$8,725	$2,379,311
Federal Total	**$112,201**	**$20,414**	**$5,979,299**
State Refund	$17,828	$2,618	$729,881
State Earned Income Credits (CAL EITC)	$16,139	$1,198	$391,733
State Total	**$33,967**	**$3,816**	**$1,151,614**
Total State & Federal Refunds and Credits	**$146,168**	**$24,230**	**$7,130,910**
# of Paper Returns & Online Submissions (Not Available in System)			**279**
Total Tax Returns	**152**	**22**	**4,022**

- Pending grant-IRS 2020/2021.
- Declined Bank of America grant focusing on financial empowerment for small businesses.
- Pending Valley Strong grant of $10,000
- The IRS grant was extended to 9/30/2020, which will assist in reaching our tax return goals.
- In addition to the tax returns completed in person at CAPK locations, 108 Kern county taxpayers used our online self-service tax software at www.myfreetaxes.com.
- Since the opening of season on 1/27/2020, 171 tax returns were processed by way of paper bringing CAPK VITA's current total of completed tax returns to **4,022**.
- Currently, we are recruiting for the VITA Site Coordinator position.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year: July/August, 2020**
Program/Work Unit: WIC	**Total Program Staffing**: 66 staff 2 vacancies	**Program Manager:** Kathlyn Lujan
Services: Nutrition education, breastfeeding support, and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breastfeeding. Services provided at 21 sites in Kern County, 5 sites in San Bernardino County.		

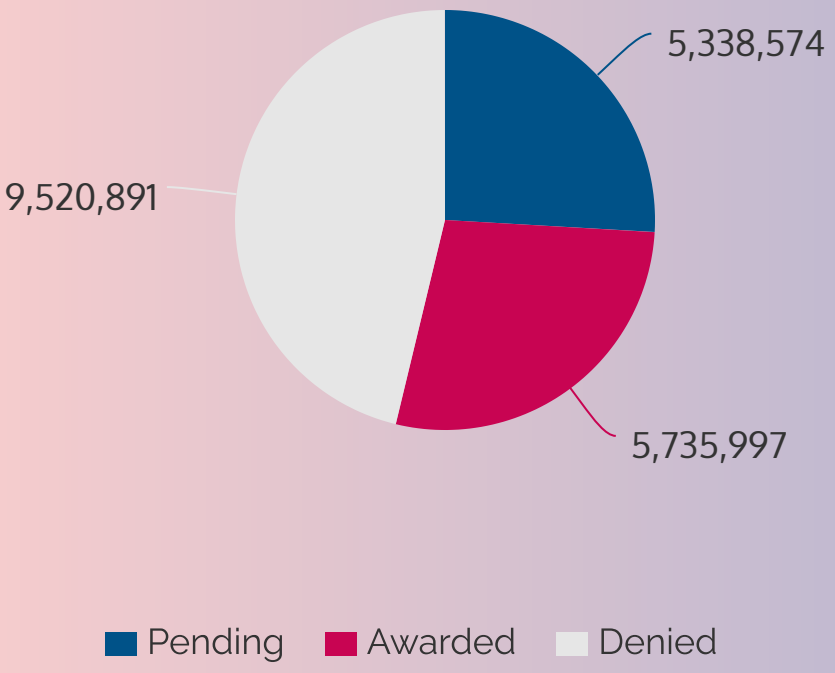
		Participation 10/1/18 – 9/30/19			
Description		**Case Load**	**Month**	**Central Valley Avg.**	**State Avg.**
Total 14,564	All services July/August, 2020	**16,160**	**July, 14740 91.26%** **Aug, 14656 90.67%**	**N/A**	**88.87%** **89.34%**

Participation by WIC site	**Location**	**Participants**		**Location**	**Participants**	
	Arvin	0	8	Mojave	116	116
	Bakersfield			Oildale	353	392
				Ridgecrest	718	675
	E. California	1677	1605	Rosamond	613	581
	Niles Street	1924	1952	Shafter	1179	1177
	Montclair	399	417	Tehachapi	351	387
	Friendship House	76	91	Wasco	1623	1621
	Panama	1466	1380			
	Boron	6	6	San Bernardino County		
	Buttonwillow	66	67	Adelanto	1831	1869
	California City	548	537	Big Bear	268	255
	Delano	870	881	Crestline	304	290
	Edwards Air Force	67	75	Needles	182	168
	Lost Hills	103	106	Phelan	0	0

Projects

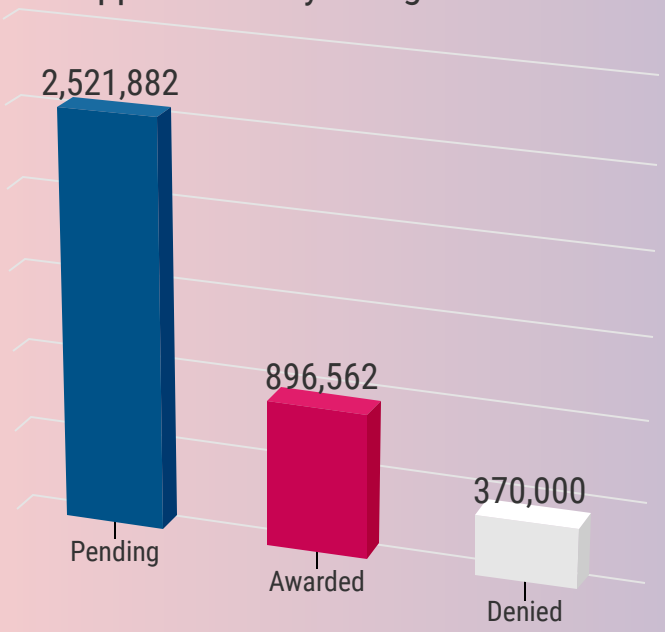
- CAPK WIC continues to have a Facebook and Instagram presence. Facebook has 747 followers and Instagram has 832 followers.
- CAPK WIC continued to serve participants by phone through the months of July and August. CAPK WIC has modified the way it does business by not traveling to outside clinics because all the work can be done remotely by phone. The waivers from the California Department of Public Health will continue through 9/30/2020.
- CAPK WIC has been using TEAMS to have Morning Huddles each day since the beginning of the COVID 19 pandemic. This has now been expanded to include "mini trainings" at the end of day, once a week, about ½ hour. Various topics such as how to make a folder, how to do a formula change, and other WIC WISE topics as well as office type topics. These trainings are recorded so that staff can go back and review the information as needed. We have found this to be a useful training tool.
- August was National Breastfeeding Month. CAPK WIC celebrated its Breastfeeding mothers by sending an electronic celebration card and sending through the US mail a certificate congratulating our Moms on their success with breastfeeding. We also asked Moms to send us pictures of their babies so that we could share successes on social media.
- The CWA Conference was virtual this year. The RD/DNs and the Breastfeeding Peer Counselors attended.
- Most staff continues to work from the WIC offices.

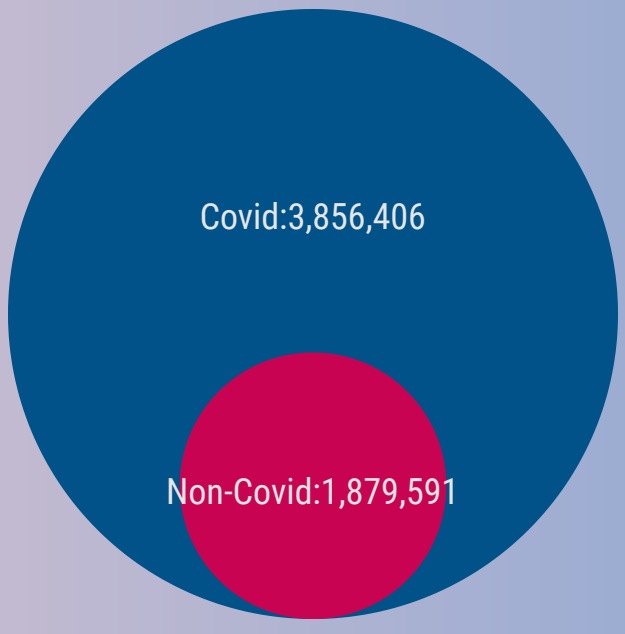
Application Status Report
July & August 2020



Grant Funding Year-to-Date 2020

January 1, 2020 - August 31, 2020





Application Status
July and August 2020

Funder	Name	Program	Amount Requested	Amount Awarded	Decision Date	Date Submitted	Status
CA Department of Community Services and Development (CSD)	CalEITC Outreach 2020-2021	VITA	$174,000	$174,000	8/31/2020		Awarded
Pacific Gas and Electric Company (PG&E)	CBO Direct Program		$10,000	$0	8/20/2020	6/1/2020	Awarded
Sierra Health Foundation	Asthma Preventive	211 Kern	$500,000	$500,000	8/4/2020	4/28/2020	Awarded
Schneider Electric Foundation	Matching Donations	Food Bank	$0	$100	7/31/2020		Awarded
Wonderful	Free Farmers Market	Food Bank	$50,000	$50,000	7/20/2020	8/30/2019	Awarded
Wonderful	Free Farmers Market Delano-2019/2020	Food Bank	$50,000	$50,000	7/20/2020	8/30/2019	Awarded
Kern Economic Development Foundation	Meal Delivery Restaurant Program		$99,000	$99,000	7/2/2020	7/2/2020	Awarded
United Way Worldwide	211 COVID Relief Round 2	Food Bank	$1	$5,000	7/1/2020	6/1/2020	Awarded
Feed the Children	Feed the Children - Partner Application	Food Bank	$1	$0	7/1/2020		Awarded
California Association of Food Banks (CAFB)	CAPK Food Bank Emergecy Response	Food Bank	$0	$192,462	7/1/2020		Awarded
Valley Strong	Valley Strong VITA	VITA	$10,000	$0	8/6/2020	7/30/2020	Denied
California Board of State and Community Corrections (BSCC)	Kern Youth Reinvestment	FHCC/SYC/211	$360,000	$0	7/6/2020	2/13/2020	Denied
Wonderful	Shafter Free Farmers Market 2020/2021	Food Bank	$50,000	$0		8/27/2020	Pending
Wonderful	Delano Free Farmers Market 2020/2021	Food Bank	$50,000	$0		8/27/2020	Pending
Wonderful	Wasco Free Farmers Market 2020/2021	Food Bank	$50,000	$0		8/27/2020	Pending
County of Kern	Emergency Solutions Grant-CARES Act Round 2	KLBNC	$2,366,882	$0		8/14/2020	Pending
Southern California Edison International (SCE)	Emergency and Disaster Outreach	Outreach/211	$5,000	$0		7/30/2020	Pending
Ca Department of Business Oversight (CDBO)	CalMoneySmart	VITA	$100,000	$0		7/2/2020	Pending

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	State	**CAPK Program**	FHCC/SYC
Funding Agency	CA Natural Resource Agency	**Project Name**	Connecting Youth to Nature and Culture
CFDA	N/A	**Target Population**	Low-income Youths
Reapplication (Y/N)	No	**Number to be served**	240
Estimated Request	$300,000	**Division Director**	Freddy Hernandez
Award Period	Jan 1, 2021 - Dec 31, 2021	**Program Manager**	Angelica Nelson and Lois Hannible

Project Goal (One sentence goal statement)

The program will provide the opportunity for youths to learn about and experience California nature and culture through classroom education and field trips.

Project Description (Brief one paragraph description)

FHCC and YMC programs will provide nature education using the National Park Services free Traveling Trunk and Rangers in the Classroom programs to learn about the wide variety of natural wonders in California. The program educator will also provide cultural learning opportunities on topics such as local African American, Hispanic, and Native American history and the role each culture has played in shaping Kern County and California. Youths will also have the opportunity to take field trips to reinforce learning to places such as the Museum of Tolerance, Cesar Chavez's National Chavez Center, Colonel Allensworth State Historic Park, Fort Tejon, and nearby California Missions. Each youth center will purchase a clean air 7 passenger van to transport youths on field trips.

Estimated Budget Summary

The funds will be dispersed over 3 years and include the purchase two clean air vans including applicable costs @$120,000; Staff salaries & benefits for a 30 hour per week program educator and 5 hrs. per week of each center's manger time @ $130,178 vehicle costs such as gas registration and maintenance @ $7,758; 24 field trips @ $19,200; program and office supplies @ $6,300; hiring costs @ $200; and indirect @ $16,364.

Approvals:

Freddy Hernandez — Digitally signed by Freddy Hernandez Date: 2020.09.03 14:06:31 -07'00' — 9/3/2020

1. Division Director — Date

Pritika Ram — Digitally signed by Pritika Ram Date: 2020.09.04 09:11:02 -07'00' — 09/04/2020

2. Director of Administration — Date

Traco Matthews — Digitally signed by Traco Matthews Date: 2020.09.04 11:46:00 -07'00' — 09/04/2020

3. Chief Program Officer — Date

Tracy Webster — Digitally signed by Tracy Webster Date: 2020.09.04 12:29:26 -07'00' — 09/04/2020

4. Chief Financial Officer — Date

Jeremy T. Tobias — Digitally signed by Jeremy T. Tobias Date: 2020.09.04 14:51:08 -07'00' — 09/04/2020

5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Federal	**CAPK Program**	CalFresh Healthy Living Program
Funding Agency	USDA SNAP-Ed	**Project Name**	CAPK CalFresh Health Living Program
CFDA	10.561	**Target Population**	5-60+ years
Reapplication (Y/N)	Y	**Number to be served**	90,000
Estimated Request	$1,723,709	**Division Director**	Carmen Segovia
Award Period	10/1/2020 through 9/30/2021	**Program Manager**	Tammy Fisher

Project Goal (One sentence goal statement)

The USDA Funded Partners: CAPK, University of California Cooperative Extension (UCCE), and Kern County Aging and Adult Services Department (KCAASD) will together focus to make healthy choices easier where county residents eat, live, learn, play, and work.

Project Description (Brief one paragraph description)

CalFresh Healthy Living (CHL) is a collaborative partnership between the USDA, the California Endowment, and the Nutrition Education and Obesity Branch of the CDPH. The USDA SNAP-Ed Funded Partners will collaborate to provide education and support to CHL participants to increase consumption of healthy food and beverages, improve food resource management, and increase physical activity opportunities using the Dietary Guidelines for Americans and SNAP-Ed interventions strategies proven to change behavior. By 9/30/2022 CHL efforts will provide education strategies to 90,000 SNAP-Ed eligible participants; work in partnership with 146 community partners to engage community members at 216 sites for implementation of 75 sustainable policy, systems or environmental (PSE) changes that will increase access to healthy foods and physical activity where people live, learn, eat, work, shop and play. CAPK exceeds the minimum requirement of 30% for subcontracts to implement obesity and chronic disease prevention strategies that align with the social ecological model and PSE changes.

Estimated Budget Summary

The budget of $1,723,709 will be allocated as follows: Personnel Costs: $787,642; Operating Costs: $171,451; Subcontracts: $607,915 and Indirect Costs: $156,701.

Approvals:

Carmen Segovia — Digitally signed by Carmen Segovia Date: 2020.09.02 12:37:40 -07'00' — 9/2/2020
1. Division Director — Date

Pritika Ram — Digitally signed by Pritika Ram Date: 2020.09.04 10:18:50 -07'00' — 09/04/2020
2. Director of Administration — Date

Traco Matthews — Digitally signed by Traco Matthews Date: 2020.09.04 11:47:38 -07'00' — 09/04/2020
3. Chief Program Officer — Date

Tracy Webster — Digitally signed by Tracy Webster Date: 2020.09.04 12:27:00 -07'00' — 09/04/2020
4. Chief Financial Officer — Date

Jeremy T. Tobias — Digitally signed by Jeremy T. Tobias Date: 2020.09.04 14:49:00 -07'00' — 09/04/2020
5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Private	**CAPK Program**	Food Bank
Funding Agency	Wonderful Foundation	**Project Name**	CAPK Free Farmers Markets
CFDA	N/A	**Target Population**	Low-income and Food Insecure Household
Reapplication (Y/N)	Yes	**Number to be served**	6600
Estimated Request	$150,000	**Division Director**	Carmen Segovia
Award Period	Jan1 , 2020 -Dec. 31, 2020	**Program Manager**	Jaime Orona

Project Goal (One sentence goal statement)

The CAPK Food Bank free Farmers markets will provide fresh produce and other food commodities to households struggling to feed their families in the undeserved communities of Delano, Wasco, and Shafter.

Project Description (Brief one paragraph description)

The Food Bank will conduct six Free Farmers markets in each community—Delano, Wasco, and Shafter—providing families in need with fresh produce and commodities such as beans, rice and shelf stable proteins. The program is currently serving Delano and Wasco. Under this proposal, Shafter will be a new site. It is expected that the program will provide 320,000lbs of fresh produce and 96,000lbs of commodity food to Delano, Wasco, and Shafter families. If COVID restrictions are still in place, all sites will be set up for drive-through distributions with access for those without cars (walk-up) using health and safety CDC and Kern Public Health guidelines.

Estimated Budget Summary

The budget of $50,000 per community served (for a total of $150,000) will be used for staffing @ $35,121; fuel for trucks @ $8,640; food procurement @ $81,000; Outreach @ $2,364; general supplies @ $9,240 and Indirect @ $13,365.

Approvals:

Carmen Segovia Digitally signed by Carmen Segovia Date: 2020.09.02 12:40:25 -07'00' 9/2/2020

1. Division Director Date

Pritika Ram Digitally signed by Pritika Ram Date: 2020.09.04 10:18:06 -07'00' 09/04/2020

2. Director of Administration Date

Traco Matthews Digitally signed by Traco Matthews Date: 2020.09.04 11:46:56 -07'00' 09/04/2020

3. Chief Program Officer Date

Tracy Webster Digitally signed by Tracy Webster Date: 2020.09.04 12:27:59 -07'00' 09/04/2020

4. Chief Financial Officer Date

Jeremy T. Tobias Digitally signed by Jeremy T. Tobias Date: 2020.09.04 14:49:55 -07'00' 09/04/2020

5. Chief Executive Officer Date

Date Presented / Approved:

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

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	**Month/Year:** August 2020
Program/Work Unit: Head Start/Early Head Start	**Program Manager/Supervisor:** Ginger Mendez/Jerry Meade
Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Enrollment Breakdown	Disabilities Goal 10%	Over Income Goal <10%
Head Start Kern ***Full Year, all month** ***Part Year began 8/17/2020**	**1317**	**595**	**45%**		**1.9%**	**3.9%**
Early Head Start Kern	**446**	**341**	**76%**		**8.3%**	**5.8%**
• EHS Center Based	243		76.5%	181/243		
• EHS Home Based	123		98%	121/123		
• EHS Home Based-Interim	80		49%	39/80		
Early Head Start San Joaquin	**313**	**261**	**83%**		**7%**	**9.3%**
Early Head Start Partnership	**152**	**65**	**43%**		**1.3%**	**5.3%**
• Bakersfield College	32		47%	15/32	3%	
• Blanton	16		87.5%	14/16	6%	
• Garden Pathways	11		73%	8/11	0%	
• Taft College	42		60%	25/42	0%	
• Jewett	24		0%	0/24	0%	
• Escuelita Hernandez	16		19%	3/16	0%	
• Seeking Partner	11		0%	0/11	0%	

***Full Year Only 8/1—8/14**
****Part Year 20-21 Program's first day: August 17, 2020**

Division Staffing			
Currently Employed	**Vacant Positions**	**Continuous Family Leave**	**Intermittent Family Leave**
608	35	19	83

Compliance
Completed Community Care Licensing COVID-19 Self Assessments for all part year centers.

Central Kitchen August 2020				
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Head Start / Early Head Start Centers	27,566	9,694	8,281	9,591

The Central Kitchen was charged with producing emergency food supplies for the Head Start/Early Head Start centers. All active centers received enough emergency food for three meals per day for three days. This food was provided in case the Central Kitchen would need to be temporarily shut down.

CACFP					
July 2020					
Total Meals Requested			Meals Allocated		% of Meals Served
Central Kitchen	Vendor Meals	**Total Meals**	CACFP/USDA	HS/EHS	July 2020
18,194	4,156	22,350	9.405	12,945	**56%**

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Program Review & Evaluation Committee

From: Sylvia Ortega, Quality Assurance Administrator

Date: September 16, 2020

Subject: *Agenda Item 6d:* 2019-2020 Early Head Start Partnership Self-Assessment – **Action Item**

The Early Head Start Partnership conducts an annual self-assessment to involve the agency in a review of its program's operations, goals, and objectives. The agency must self-assess the implementation systems and services of program governance and management systems, fiscal integrity, Enrollment Recruitment Selection Eligibility and Attendance (ERSEA), environmental health and safety, Classroom Assessment Scoring System (CLASS), comprehensive services and school readiness.

The Partnership self-assessment resulted in two program findings in the areas of:

- Hand washing- The Early Head Start Partnership shows inconsistencies with following hand washing procedures.
- Policies and Procedures- The Early Head Start Partnership is in the process of updating its policies and procedures.

Plans of Action to address the two findings have been completed. Self-Assessment results are used to update applicable policies and procedures, and to develop the improved strategies for the Grant Application for the subsequent year.

Recommendation
Staff recommends the Program Review & Evaluation Committee approve the 2019-2020 Early Head Start Partnership Self-Assessment Report.

Attachments:
Summary of 2019-2020 Self-Assessment Process
2019-2020 Self-Assessment Report

Community Action Partnership of Kern
Early Head Start Child Care Partnership
Summary of 2019-2020 Self-Assessment process

The Early Head Start Partnership self-assessment was completed the week of January 21-23, 2020. A review of the self-assessment planning process was completed with key management staff. Staff received an orientation training and an overview of the monitoring checklists in preparation of completing the program self-assessment.

Self-assessment teams were comprised of key Head Start and Early Head Start staff. Staff completed folder reviews, care and supervision checklist, conducted site visits, interviews and observations. Teams reviewed requirements of the program, including comprehensive services and fiscal oversight.

In addition, the self-assessment teams reviewed Desired Results Developmental Profile (DRDP) results, Plans of Action and Infant/Toddler Environmental Rating System (ITERS) scores. The program self-assessment resulted in two program findings in the areas of:

- Hand washing- The Early Head Start partnership shows inconsistencies with following hand washing procedures.
- Policies and Procedures The Early Head Start partnership program is in the process of updating its policies and procedures.

Through the self-assessment process and conducting interviews with Early Head Start staff, it has been determined that the partnership grant has provided quality improvement systems. Funds have been used to improve and support our partners ability to manage their programs and implement a process of continuous program improvement. These improvements include:

- Hiring of additional staff
- Additional materials and supplies
- Ongoing professional development

Self-Assessment results are used to update applicable policies and procedures, and to develop the improved strategies for the Grant Application for the subsequent year. The Early Head Start Partnership Administrator will conduct meetings with key staff to ensure completion of the plans of action, including supporting documentation.

Compliance Item: Hand washing

Compliance Items	Potential Areas of Non-Compliance	Person Responsible	Timelines	Corrective Action	Documentation	Expected Outcomes
1302.47 Safety Practices (b)(6) Hygiene Practices: All staff systematically and routinely implement hygiene practices that at a minimum ensure: (i) Appropriate toileting, hand washing, and diapering procedures are followed	During EHS Partnership monitoring visits, it was observed that staff were not consistently following procedures for hand washing	EHS Child Care Partnership Administrator Quality Assurance Administrator	March 1, 2020 and ongoing	Onsite handwashing overview was conducted at specific sites. Training on hand washing and sanitation. COVID-19 Protocol. Monitor program to ensure proper hand washing is taking place.	Training Hand washing procedure Monthly Monitoring	Ensure proper hand washing is being incorporated into the daily schedule and to assist children in developing healthy habits.

Compliance Item: Policies and Procedures

Community Action Partnership of Kern
Early Head Start Child Care Partnership
2019-2020 Self-Assessment Report

Compliance Items	Potential Areas of Non-Compliance	Person Responsible	Timelines	Corrective Action	Documentation	Expected Outcomes
1302.102(b)(1) In order to ensure effective ongoing oversight and correction, a program must establish and implement a system of ongoing oversight that ensures effective implementation of the program performance standards, including ensuring child safety, and other applicable federal regulations as described in this part, and must: (1) (iv) Implement procedures that prevent recurrence of previous quality and compliance issues, including previously identified deficiencies, safety incidents, and audit findings.	The Early Head Start Partnership Program needs to finalize policies and procedures.	EHS Partnership Administrator Assistant Director of Program, Head Start/ State Child Development Director of Head Start/State Child Development Quality Assurance Administrator	March 1, 2020 and ongoing	Revise Early Head Start Service Areas Policies and Procedures Train staff on new policies and procedures	• Revised Policies and Procedures • Training Schedule	Revised Policies and Procedures will strengthen the Early Head Partnership program and will ensure consistency among programs

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Program Review & Evaluation Committee



From: Sylvia Ortega, Quality Assurance Administrator

Date: September 16, 2020

Subject: *Agenda Item 6e:* 2019-2020 Early Head Start San Joaquin Self-Assessment – **Action Item**

The Early Head Start San Joaquin program conducts an annual self-assessment to involve the agency in a review of its program's operations, goals, and objectives. The agency must self-assess the implementation systems and services of program governance and management systems, fiscal integrity, Enrollment Recruitment Selection Eligibility and Attendance (ERSEA), environmental health and safety, Classroom Assessment Scoring System (CLASS), comprehensive services and school readiness.

The Early Head Start self-assessment resulted in two program findings in the areas of:

- Policies and Procedures- The Early Head Start San Joaquin program is in the process of updating its policies and procedures.
- Transition Services- The Early Head Start San Joaquin program revised their Transition Meetings Process to ensure child and family needs are met in a multidisciplinary approach.

Plans of Action to address the two findings have been completed. Self-Assessment results are used to update applicable policies and procedures, and to develop the improved strategies for the Grant Application for the subsequent year.

Recommendation
Staff recommends the Program Review and Evaluation Committee approve the 2019-2020 Early Head Start San Joaquin Self-Assessment Report.

Attachments:
Summary of 2019-2020 Self-Assessment Process
2019-2020 Self-Assessment Report

Community Action Partnership of Kern
Early Head Start San Joaquin
Summary of 2019-2020 Self-Assessment process

The Early Head Start San Joaquin self-assessment was completed the week of January 6-9, 2020. A review of the self-assessment planning process was completed with key management staff. Staff received an orientation training and an overview of the monitoring checklists in preparation of completing the program self-assessment.

Self-assessment teams were comprised of key Head Start and Early Head Start staff. Staff completed folder reviews, care and supervision checklist, conducted site visits, interviews and observations. Teams reviewed requirements of the program, including comprehensive services and fiscal oversight.

In addition, the self-assessment teams reviewed Desired Results Developmental Profile (DRDP) results and program plans. The program self-assessment resulted in two program findings in the areas of:

- Policies and Procedures- The Early Head Start San Joaquin program needs to finalize policies and procedures
- Transition Services- The EHS San Joaquin program needs to revise the transition meeting process to ensure child and family needs are met in a multidisciplinary approach.

Through the self-assessment process and interviews with Early Head Start staff, it has been determined that the Early Head Start San Joaquin program provides high quality care and has consistent systems across program options. Early Head Start funds have been used to improve and support the program and implement a process of continuous program improvement. These improvements include:

- Hiring of additional staff
- Additional materials and supplies
- Ongoing professional development

Self-Assessment results are used to update applicable policies and procedures, and to develop the improved strategies for the Grant Application for the subsequent year. The Early Head Start San Joaquin Assistant Director conducts meetings with key staff to ensure completion of plans of action, including supporting documentation.

Community Action Partnership of Kern
Early Head Start San Joaquin
2019-2020 Self-Assessment Report

Compliance Item: Policies and Procedures

Compliance Items	Potential Areas of Non-Compliance	Person Responsible	Timelines	Corrective Action	Documentation	Expected Outcomes
1302.102(b)(1) In order to ensure effective ongoing oversight and correction, a program must establish and implement a system of ongoing oversight that ensures effective implementation of the program performance standards, including ensuring child safety, and other applicable federal regulations as described in this part, and must: (iv) Implement procedures that prevent recurrence of previous quality and compliance issues, including previously identified deficiencies, safety incidents, and audit findings.	The Early Head Start San Joaquin program needs to finalize policies and procedures.	EHS San Joaquin Assistant Director Director of Head Start/ State Child Development Quality Assurance Administrator	February 1, 2020 and ongoing	Revise Early Head Start Service Areas Policies and Procedures Train staff on new policies and procedures	• Revised Policies and Procedures • Training Schedule	Revised Policies and Procedures will strengthen Early Head Start San Joaquin program and will ensure consistency among programs.

Compliance Item: Transition Services

Community Action Partnership of Kern
Early Head Start San Joaquin
2019-2020 Self-Assessment Report

Compliance Items	Potential Areas of Non-Compliance	Person Responsible	Timelines	Corrective Action	Documentation	Expected Outcomes
1302.70 Transitions from Early Head Start (b)(1) Takes into account the child's developmental level and health and disability status, progress made by the child and family while in Early Head Start. (d) Early Head Start collaboration: Early Head Start programs must work together to maximize enrollment transitions from Early Head Start to Head Start, consistent with the eligibility provisions, and promote successful transitions through collaboration and communication.	The Early Head Start San Joaquin program does not consistently include the health and disabilities specialist during Early Head Start transition meetings.	Health Specialist SJC Inclusion and Wellness Coordinator EHS San Joaquin Assistant Director	March 2020 May 2020 Ongoing	Revise EHS Transition Meeting process Train on new Transition Meeting process Hire Inclusion Coordination to have consistent presence at transition meetings for children with IFSPs.	• Revised Transition Process • Inclusion Coordinator Job Description	Revised Transition Meeting process to ensure child and family needs are met in a multidisciplinary approach.

COMMUNITY ACTION PARTNERSHIP of KERN
BOARD OF DIRECTORS
EXECUTIVE COMMITTEE MEETING
Per Governor's Executive Order N-25-20
Meeting was held via Tele-Conference
(213) 204-2374 – Conference ID: 261 202 536#
September 17, 2020
12:00 pm

MINUTES

1. Call to Order

Committee Chair Curtis Floyd called the meeting to order at 12:00 pm via Tele-Conference and with staff located at the Community Action Partnership of Kern administrative building, 5005 Business Park North, Bakersfield.

2. Roll Call

Roll call was taken with a quorum present:

Present: Curtis Floyd, Janea Benton, Nila Hogan, Yolanda Ochoa, Fred Plane

Absent: Guadalupe Perez

Others Present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Traco Matthews, Chief Program Officer; Lisa McGranahan, Director of Human Resources; Pritika Ram, Director of Administration; Carmen Segovia, Director of Health & Nutrition; Sheila Shegos, Director of Community Development; and Tracy Webster, Chief Financial Officer

3. Approval of Agenda

Motion was made and seconded to approve the Executive Committee Agenda for September 17, 2020. Carried by unanimous vote (Hogan/Plane).

4. Public Forum

No one addressed the committee.

5. New Business

a. County of Kern: Housing for the Harvest Services Contract – Traco Matthews, Chief Program Officer – ***Action Item***

Traco Matthews explained the purpose of the Housing for Harvest program, to mitigate the spread of COVID-19 among farm workers by providing necessary isolation for confirmed cases and exposures. The project is funded by the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of $1,000,000 and will end on December 30, 2020. It is estimated that 500 – 600 farm workers are likely to utilize the program during that time frame. CAPK's role is to manage cases, provide transportation and food for exposed farm workers through subcontractors, and submit reports upon completion of the program.

Fred Plane asked if CAPK staff was responsible for enforcement of the program. Traco replied that we are not, and stated that CAPK's only responsibility is to transport individuals to a hotel for isolation, provide 3 meals per day, laundry services and other essential needs while clients are at the hotel.

Yolanda Ochoa asked if CAPK has staff available to operate this program or will staff need to be hired? Traco said that it will likely be a combination of existing staff and temporary staff. It is essential that staff be bilingual, and said that CAPK does have some staff ready to step into many of the roles.

Curtis Floyd asked for further clarification on how exactly the program will work and Traco provided the step-by-step details from start to finish.

Janea Benton asked about eligibility for the program and how staff plans to get the word out. Traco replied that the program is for farmworkers and food processors who test positive for COVID-19. The Outreach and Marketing team is responsible for the advertisement. Traco stated that once the individuals self-assess with symptoms or exposure, CAPK's subcontractor will arrange for testing and pick the individuals up at their location and transport them to one of the contracted hotels.

Motion was made and seconded to approve the Professional Service Agreement for Housing to Harvest with the County of Kern, and authorize the Chief Executive Officer to execute all related documents. Carried by unanimous vote (Benton/Hogan).

b. Housing for the Harvest Program: Request for Proposal for Selection of Meal Services Vendor – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram provided a verbal report and stated that under the Housing for Harvest model, local Administrators are required to provide three (3) meals per day to clients who are isolation. Staff determined that subcontracting the meal service to an outside vendor was a better choice than using the CAPK Central Kitchen, and it also creates an opportunity for a local restaurant to receive some funding relief during COVID restrictions.

Pritika explained the Request for Proposal (RFP) process, handled by CAPK's business office, and said proposals were mailed to 13 vendors and was posted on CAPK's website. Only two vendors replied, and after careful consideration, one vendor decided they could not meet the criteria and the other vendor, who scored 100%, was awarded the subcontract. The vendor is Mesa Mexican Grill and they will provide three hot meals per day for a total cost of $17.28 per day. The vendor is offering free delivery service to the hotels and can accommodate special diets. It is estimated that for a single person requiring 14 days of isolation, the cost will be approximately $250 and given the estimated number of clients, approximately 250 – 1000, the total estimated cost ranges from approximately $60,480 to $241,920.

Curtis Floyd questioned the RFP process and the limited number of restaurants that received direct emails, and while he was pleased with the selection of Mesa Mexican Grill and the pricing, he stressed the importance of contacting a greater number of vendors on future RFP's. Janea Benton also requested that Pritika provide the report in writing and Pritika confirmed that she will send her report to the Committee.

Motion was made and seconded to approve the proposal for the Housing for the Harvest program for meal delivery services to Mesa Mexican Grill and authorize the Chief Executive Officer to execute the contract and all related items. Carried by unanimous vote (Hogan/Ochoa).

c. HUD Coordinated Entry System (CES) Contract – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram reported that as part of the Coordinated Entry System (CES), grant funding is received through the U.S. Department of Housing and Urban Development (HUD) to assist in the operation of the program in collaboration with the local Continuum of Care (CoC) and related homeless services. The contract is pending approval for the period beginning August 1, 2020 to July 31, 2021 in the amount of $236,838.

Motion was made and seconded to approve the U.S. Department of Housing and Urban Development contract in the amount of $236,838 retroactive to August 1, 2020 to July 31, 2021 and authorize the Chief Executive Officer to execute the contract. Carried by unanimous vote (Plane/Benton).

d. The Housing Authority of the County of Kern Memorandum of Understanding (MOU): Rental & Mortgage Assistance Program – Sheila Shegos, Director of Community Development – ***Action Item***

Sheila Shegos reported that at the August 26, 2020 Board of Directors Meeting, the Chief Executive Officer was authorized to finalize negotiations and sign documents and the MOU agreement with the Housing Authority of the County of Kern for rental assistance and services through City and County Federal CARES Act funds. Under the MOU, CAPK will provide 2-1-1 and CES rental assistance services and support for a period of four months, from September 21, 2020 to December 15, 2020, or until the funds are fully expended. Staff from 2-1-1, CES, and support from Energy staff, will assist in processing of up to 3,000 applications and necessary documents to keep families in their homes and back on the path to financial stability. CAPK will receive $100 for each successful application, as well as $32,624 in staffing costs for a four-month period. The work aligns with the mission of CAPK and Strategic Goal 2 and it is anticipated that the program will commence by October 2020.

Janea Benton asked if the 2-1-1 data supported the estimated 3,000 applications. Sheila replied that there is more than 3,000 in need.

Motion was made and seconded to approve the Memorandum of Understanding (MOU) between the Housing Authority of the County of Kern and CAPK, and authorize the CEO to execute all related documents. Carried by unanimous vote (Hogan/Benton).

6. <u>Committee Member Comments</u>

- Janea Benton made a suggestion to utilize an intern to help develop a more robust list of food vendors for future RFP's and also have staff work with a Media Partner to help get the word out when CAPK issues RFP's. Janea also stated that she likes how the memos referenced the Strategic Plan and recommended that staff implement this process as a standard on all Committee and Board memos.
- Yolanda Ochoa thanked staff for excellent work.

7. Closed Session

8. Closed Session Report

9. Next Scheduled Meeting

Executive Committee
Wednesday, December 16, 2020
12:00 noon
5005 Business Park North
Bakersfield, CA 93309

10. Adjournment

The meeting adjourned at 12:31 pm

MEMORANDUM

To: Executive Committee



From: Traco Matthews, Chief Program Officer

Date: September 17, 2020

Subject: *Agenda Item 5a*: County of Kern – Housing for the Harvest Services Contract – **Action Item**

In late July 2020, Governor Newsom announced the Housing for the Harvest program to offer temporary hotel housing to farm workers who need to isolate due to COVID-19. The state has been working with counties to implement the program in regions that have the highest number of agricultural workers. The County of Kern – County Administrative Office approached CAPK to administer the program in Kern County in mid-August 2020.

The intent of the program is to mitigate the spread of COVID-19 among farm workers by providing necessary isolation for confirmed cases and exposures. The project is funded as part of the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and is scheduled to end by December 30, 2020. Both the state and county are eligible to seek reimbursement (75% of costs) from FEMA. The CAO estimates that 500 – 600 farm workers are likely to utilize the Housing for the Harvest services during that timeframe.

CAPK will manage cases, provide transportation and food for exposed farm workers through subcontractors, and submit reports upon completion of the program. Because subcontractors will handle transportation and food services, there will be little to no risk of exposure to COVID-19 for CAPK employees. Case managers will work directly with the state to communicate with clients who receive services. A dedicated line (2-1-1 as backup) will be established to received calls from medical providers to notify CAPK of eligible farm workers.

This program supports state and county efforts to help farm workers who are not currently being served via other methods during the COVID-19 pandemic. The work connects to CAPK's mission and Strategic Goal 4. The total contract ranges from $520,000 - $1,648,000 depending on the number of clients served. This includes the costs for labor, outreach, the services listed above, and other logistical requirements. Indirect funds received will range from $47,000 - $150,000 and represent the primary benefit to CAPK. The contract is expected to be approved at the County Board of Supervisors meeting on Tuesday, September 15, 2020, and we anticipate starting the program by October 2020.

Recommendation:
Staff recommend the Executive Committee approve the Professional Service Agreement for Housing for the Harvest with the County of Kern and authorize the Chief Executive Officer to execute all related documents.

Attachment:
Professional Service Agreement

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

I. This **SCHEDULE** ("**Schedule**") shall be effective on_____, ("**Effective Date**") and shall terminate no later than December 30, 2020, ("**Termination Date**"). Kern County Department: County Administrative Office ("**Responsible County Department**")

Located at: 1115 Truxtun Avenue Bakersfield, CA 93301

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

Located at: 5005 Business Park North, Bakersfield, CA 93309

Consultant Email for signature: jtobias@capk.org

Consultant is (select one):
___ Sole Proprietorship
__x__ Incorporated in the State of California.
___ Other (specify) _____.

II. Consultant shall provide the services and products described in **Exhibit A** ("**Services**"). This excludes travel and other expenses described in Section III. County shall compensate Consultant for those services and products in an amount not to exceed: $1,000,000.00.

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

__X__ County **shall not** reimburse Consultant for any travel or other expenses incurred by Consultant.

___ County **shall** reimburse Consultant for all travel and/or other necessary and reasonable actual expenses incurred on behalf of County. If the reimbursable expenses include travel, the travel expenses must be reasonable and necessary, approved in advance in writing by the Responsible County Department, and shall not exceed the federal mileage rate and federal diem rate for the location of the services. County shall reimburse Consultant in an amount not to exceed: $_____.

IV. Total Amount Payable Under Agreement (Compensation for Services/Products, Plus Travel and Other Expenses) County shall compensate Consultant for the Services and Products (amount stated in Section II) and reimburse Consultant for expenses, including travel, if applicable (amount stated in Section III). The total amount payable under this agreement shall not exceed: $1,000,000.00 (Section II + Section III).

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

__X__ Workers' Compensation: As required by California Labor Code Section 3700
__X__ Commercial General Liability ($1,000,000/Occurrence; $2,000,000/Aggregate) or other amounts: $_____
__X__ Automobile Liability ($1,000,000/Occurrence) or other amount: $_____
__X__ Professional Liability ($1,000,000/Claim; $2,000,000/Aggregate) or other amounts: $_____

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

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

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

APPROVED AS TO CONTENT:
County Administrative Office

By: _____
James L. Zervis, Chief Operations Officer

COUNTY OF KERN
County Administrative Office

By: _____
Ryan J. Alsop, Chief Administrative Officer

APPROVED AS TO FORM:
Office of the County Counsel

By:_____
Ann E, Garza, Deputy

Community Action Partnership of Kern

By:_____
Jeremy T. Tobias, Chief Executive Officer
"Consultant"

EXHIBIT A
SERVICES

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

___ Consultant shall submit one invoice to County upon contract completion and acceptance of the Services by County.

_X_ Consultant shall invoice at the end of the fiscal quarter for costs incurred over the prior fiscal quarter.

___ Consultant shall invoice County upon the successful completion of milestones:
(insert percentages next to applicable milestones)
___% Upon completed installation of _____.
___% Upon completed installation of _____.
___% Upon completion of training _____.
___% Other Milestone (describe) _____.
___% Other Milestone (describe) _____.
___% Upon contract completion and acceptance of the Services by County.

___ Consultant shall invoice County as follows (describe in detail any payment schedule, milestone payments, percentages and retention as applicable):

1. Full description of the Services:

See Exhibit A

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

Upon approval of this agreement and ending no later than December 30, 2020.

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

N/A

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

By Responsible County Department:

N/A

By Consultant:

N/A

EXHIBIT A

CARES ACT - CRF

HOUSING FOR THE HARVEST PROGRAM

COMMUNITY ACTION PARTNERSHIP OF KERN

Purpose of Program

Community Action Partnership of Kern (CAPK) will act the local administrator for the Housing for the Harvest program, which is designed to provide temporary, emergency non-congregate shelter for critical employees in the food and agriculture sector who have tested positive or have been exposed to COVID-19. Temporary, emergency non-congregate shelter means a safe place for a person to stay for a short period of time to prevent contact with other people. The program is run in partnership by the State, County, and local organizations.

Description

CAPK will serve as the local administrator for the Housing for the Harvest program and will act as primary point of contact with workers and with the State to book the hotel rooms. The State will fund 100% of all costs of booking hotel rooms for all participants. CAPK will verify participant eligibility that participant has been tested positive or exposed to COVID-19 as documented by a public health or medical health official. CAPK will provide services including transportation, three meals daily, financial assistance, and case management for a period up to 14 days depending on each participants isolation period. CAPK will organize outreach efforts to promote the Housing to the Harvest program to agriculture workers and employers. CARES – CRF assistance will be used up to $1,000,000 to provide meals, transportation, case management, and outreach for the program.

Process

Potential participants will contact 211 or a designated phone number and respond to a screening to determine if they may qualify. A designated staff member will verify need for isolation, obtain documentation of testing positive or of exposure to COVID-19, and complete intake process. Documentation and reservation requests must then be submitted to the State. Email confirmation of hotel reservation will be given by State, then CAPK will coordinate transportation to site and establish services during isolation period. Participants will be given three meals daily and provided case management, which include daily wellness checks.

Time frame

All funds granted to CAPK shall be completely expended by December 30, 2020. If the CARES-CRF funding period is extended, funds should be expended within the term of the Agreement.

Exhibit B

COMMUNITY ACTION PARTNERSHIP OF KERN

COUNTY OF KERN - HOUSING FOR THE HARVEST (COVID)

BUDGET PROPOSAL

SEPTEMBER 2020 - DECEMBER 2020

Operation / Program Budget	**Based on 250 participants**	**Based on 500 participants**	**Based on 1,000 participants**
Operation/Program Salaries			
Program Director	$ 1,640	$ 1,640	$ 1,640
Program Services Supervisor - Homeless Services	5,050	5,050	5,050
Program Specialist	15,560	15,560	15,560
Case Managers	42,500	42,500	42,500
Operation/Program Benefits	6,200	6,200	6,200
Travel			
Mileage	1,000	1,500	2,000
Client transportation	25,000	50,000	100,000
Supplies			
Personal protective equipment - $75 per week	1,050	1,050	1,050
Laundry services	5,000	10,000	20,000
Operational Costs			
Call center ($10 per referral)	2,500	5,000	10,000
Consumable supplies	2,000	2,500	3,000
Outreach/Marketing	50,000	50,000	50,000
Direct Services			
Meal delivery service (local restaurants)	157,500	315,000	630,000
Financial assistance ($500 Visa card per individual)	125,000	250,000	500,000
Misc supplies (hygiene kits, water, etc.) ($40 per person)	10,000	20,000	40,000
Total Operation and Program Costs	450,000	776,000	1,427,000
Contingency (5%)	22,500	38,800	71,350
Indirect (10%)	47,250	81,480	149,835
TOTAL	**$ 519,750**	**$ 896,280**	**$ 1,648,185**

Per Client Served	**$ 2,079.00**	**$ 1,792.56**	**$ 1,648.19**

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

THIS AGREEMENT ("**Agreement**") is entered into effective on the Effective Date shown on the attached Schedule, by and between the **COUNTY OF KERN**, a political subdivision of the State of California, as represented by the County of Kern ("**County**"), with its principal location at 1115 Truxtun Avenue, 5th Floor, Bakersfield, CA 93301, and **CONSULTANT** identified on the Schedule ("**Consultant**"). County and Consultant are individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

8. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or County as an additional insured.

a. Workers' Compensation and Employer's Liability Insurance Requirement. If Consultant has employees who may perform any Services under this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Consultant shall require any Consultant Representatives to provide workers' compensation for any of the Consultant Representative's employees, unless the employees are covered by the insurance carried by Consultant. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Consultant shall provide and/or require each Consultant Representative to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of $1,000,000 for bodily injury or disease.

b. Liability Insurance Requirements.

1. Types of Liability Insurance. Consultant shall maintain in full force and effect, during the Term, the following types of liability insurance:

A. Commercial General Liability Insurance, including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than the amount specified on the Schedule.

B. Automobile Liability Insurance, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

C. Professional Liability (Errors and Omissions) Insurance, for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

2. Endorsements. The Commercial General Liability and Automobile Liability Insurance required in this **Section 9** shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: **(i)** on ISO form CG 20 10 11 85; or **(ii)** on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or **(iii)** on other forms which provide coverage at least equal to or better than form CG 20 1011 85.

3. Claims-Made Insurance. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either **(i)** maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; **(ii)** purchase an extended reporting period of not less than three years following the termination of this Agreement; or **(iii)** acquire a full prior acts provision on any renewal or replacement policy.

c. Insurance Companies. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager.

d. Self-Insurance. If Consultant is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

e. Primary Insurance; Waiver of Subrogation. All insurance carried by Consultant shall be primary to and not contributing to any insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

f. Insurance Does Not Replace Indemnification. Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of the coverage,

and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking other actions as are available to it under this Agreement or under Applicable Law.

g. Failure to Maintain Insurance. Failure by Consultant to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for the insurance. If the balance of monies owed to Consultant under this Agreement is insufficient to reimburse County for the premiums and any associated costs, Consultant shall reimburse County for the premiums and pay for all costs associated with the purchase of the insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

h. Cancellation of Insurance. The insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

10. Consultant Representations. Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

a. Expertise and Staff. Consultant has the expertise, support staff, and facilities necessary to provide the Services; and

b. No Adverse Interests. Consultant does not have any actual or potential interests adverse to County, nor does Consultant represent a person or firm with an interest adverse to County relating to the subject of this Agreement; and

c. Timeliness. Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. Ownership of Documents. All reports, documents, and other items generated or gathered in the course of providing the Services are and shall remain the property of County, and shall be returned to County upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. Rights to Contracted Products.

a. Belong to County. For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of County and may be used by County in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant.

b. Use by County. The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by County in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.

c. No Publication. Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by County.

d. Delivery to County. Upon termination or expiration of this Agreement, Consultant shall immediately deliver to County all County-owned programs and documentation developed under this Agreement. In addition, Consultant grants to County a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for County purposes, any Consultant-owned program, including system software, utilized by Consultant in performance of the Services.

e. Survival of Covenants. Upon completion of this Agreement, the provisions of this **Section 12** shall survive.

13. Termination. The County may at its election, with our without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination shall be deemed effective 15 days after personal delivery, or 20 days after mailing by U.S. Mail, postage prepaid, registered or certified mail, addressed as provided in Section 23. In addition, either Party may immediately terminate this Agreement for cause if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the County, Consultant shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 13**, County shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

14. **Choice of Law/Venue.** The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

15. **Compliance with Applicable Law.** Consultant shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement.

16. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. **Confidentiality.** Consultant shall not, without the prior written consent of the County, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this **Section 16** shall continue to survive.

18. **Conflicts of Interest.**

a. **Financial Conflicts of Interest**. Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. If is further understood and agreed that if a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.

b. **Organizational Conflicts of Interest.** Consultant represents, to the best of its knowledge, that neither Consultant nor any Consultant Representative presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the Services. Neither Consultant nor any Consultant Representative shall enter into any contractual arrangement that would give rise to any potential organizational conflict of interest, without first obtaining County's prior written approval before entering the into the contractual arrangement. If any organizational conflict of interest is discovered by Consultant relating to this Agreement, Consultant shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this Agreement in the event that Consultant has any actual or potential organizational conflict of interest. As used in this **Section 17.b**, "organizational conflict of interest" means any a relationship whereby Consultant has present or planned interests related to the Services which **(i)** may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or **(ii)** may result in Consultant or any Consultant Representative being given an unfair advantage.

19. **Enforcement of Remedies.** No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

20. **Negation of Partnership.** In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of County. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.

21. **Non-collusion Covenant.** Consultant represents and agrees that **(i)** it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County and **(ii)** it has received from County no incentive or special payments and no considerations not related to the provision of the Services.

22. **Non-discrimination.** Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.

23. **Non-waiver.** No term, covenant or condition of this Agreement can be waived except by the prior written consent of County. Forbearance or indulgence by County shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by Applicable Law despite the forbearance or indulgence.

24. **Notices.** All notices under this Agreement shall be provided to the Kern County County at the address indicated in the opening section of this Agreement and to the Consultant and Responsible County Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the Kern County General Services Department.

25. **Captions and Interpretation.** Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.

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

27. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

28. **Severability.** If any term, covenant or condition in, or provision of, this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parti.es intended to enter into on the Effective Date.

29. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

30. **Sole Agreement.** This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, and obligations and terms, covenants and conditions contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

31. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.

32. **No Third Party Beneficiaries.** The Parties understand and agree that the enforcement of the terms, covenants and conditions and all rights of action relating to enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of County and Consultant that any person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

33. **Gender/Plural.** References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.

34. **Recitals.** Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

35. **Exhibits.** All exhibits attached to this Agreement are incorporated into this Agreement by reference.

36. **Corporate Qualifications**. If Consultant is a corporation incorporated outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this Agreement, provide County with a copy of the certificate of qualification issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 2105. If Consultant is a limited liability company formed outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this agreement, provide to County a copy of the certificate of registration issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 17708.02. Any corporation or limited liability company,

whether or not incorporated in the state of California, must be in good standing to qualify to do business with County. Failure to provide County with the current certificates is grounds for County to terminate the Agreement.

37. Federal Provisions.

a. Definitions.

1. **Government** means the United States of America and any executive department or agency thereof.

2. **FEMA** means the Federal Emergency Management Agency.

3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

b. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements set forth in the Single Audit Act (31 USC §§7501-7507) and the Uniform Guidance, 2 CFR Part 200, including but not limited to 2 CFR §200.303, §200.330 through 200.332, §200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non–Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

2. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

c. Access to Records

1. The Contractor agrees to provide the County, FEMA, Cal OES, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

4. The requirements set for in paragraphs 1, 2, and 3 above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 6 of the Agreement and Exhibit E to the Agreement, Audit and Records Requirement.

d. Debarment and Suspension

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

3. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of the below, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions. For purposes of this Agreement and the Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, Contractor is the "prospective lower tier participant."

4. The Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

e. No Federal Government Obligations To Contractor

1. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

f. Equal Employment Opportunity Compliance (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

1. During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

g. **Anti-Kickback Act Compliance** (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36 (i)(4))

Contractor agrees to comply with the Copeland “Anti-Kickback” Act 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as

a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

h. **Davis-Bacon Act Compliance** (applicable to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees, and all transactions regarding this contract will, comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements by Department of Labor regulations (29 CFR Part 5) as set forth below.

1. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp. Contractor shall pay wages not less than once week.

2. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Kern." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

i. **Contract Work Hours and Safety Standards** (applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

1. **Compliance**. Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

2. **Overtime**. No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the provisions of Paragraph 2, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 2 in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph 2.

4. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph 3 of this section.

5. **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

j. **Notice of Reporting Requirements**

1. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

2. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

k. **Notice of Requirements Pertaining to Copyrights**

1. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

A. The copyright in any work developed with the assistance of funds provided under this Agreement;

B. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

2. The Contractor agrees to include paragraph 1 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

l. **Patent Rights** (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

1. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

2. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401.

3. The Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

m. **Energy Conservation Requirements**

1. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

2. The Contractor agrees to include paragraph 1 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

n. **Clean Air and Water Requirements** (applicable to all contracts and subcontracts in excess $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year)

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

2. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

3. The Contractor agrees to include paragraph 1 and 2 above in each third party subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

o. **Termination for Convenience of County** (applicable to all contracts in excess of $10,000)

See Section 13 of the Agreement.

p. **Termination for Default** (applicable to all contracts in excess of $10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Section 13 of the Agreement.

q. Changes

See Section 26 of the Agreement.

r. Lobbying (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt 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 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. Contractor agrees to the provisions of the below, Certification Regarding Lobbying, (applicable for contracts or subcontracts in excess of $100,000).

3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

s. MBE/WBE Requirements

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

5. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

6. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

t. Procurement of Recovered Materials (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contact performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

u. Incorporation of Uniform Administrative Requirements

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

v. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

w. DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Contractor Signature Date

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, loan, and cooperative agreements) and that all subrecipients 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.

Contractor Signature _____ Date _____

MEMORANDUM

To: Executive Committee

From: Pritika Ram, Director of Administration

Date: Thursday, September 17, 2020

Subject: *Housing for the Harvest Program: Request for Proposal for Selection of Meal Services Vendor – Pritika Ram, Director of Administration* - ***Action Item***

The meal delivery service under the Housing for the Harvest model requires the Local Administrators and/or partners to provide three (3) meals per day to clients who are in isolation. After discussing with our internal team about utilizing the Central Kitchen, it was decided the services would be better served using an outside vendor. Using an external partner for meal delivery services offers the following benefits: (1) brings economic relief to restaurants and meal preparers who have been impacted by COIVD, and (2) the use of their infrastructure for preparing meals and arranging the delivery helps to reduce the expenses and liability for CAPK as a direct provider.

Through our business office, a request for proposal (RFP) was released on September 9, 2020 and closed on September 16, 2020. It is important to note, this RFP was shorter in terms of time frame than how we usually handle a bid process. However, with the short timeline provided by the County of Kern and the need to begin the program quickly, the modified timeframe was agreed upon by leadership. The RFP was sent to thirteen (13) vendors and posted on our CAPK website. Of the thirteen (13) vendors, we received two (2) proposals. However, one of the response packages was incomplete and did not include the required items. Therefore, we had one (1) qualified vendor, Mesa Mexican Grill.

As a summary, the Mesa Mexican Grill is charging $3.99 for breakfast, $4.99 for lunch, and $6.99 for dinner plus tax, totaling $17.28 per day for three meals. The vendor is offering free delivery at this time based on the list of participating hotels/motels at the time of the RFP and noted they can accommodate special diets. Based on this calculation, we anticipate meal delivery for an individual over a 14-day period is approximately $250.00. The estimated eligible clients range from 250 to 1,000 and meal delivery will range from approximately $60,480 to $241,920.

Recommendation
Based on the sole qualified proposer, staff recommend the Executive Committee to approve the proposal for the Housing for the Harvest program for meal delivery services to Mesa Mexican Grill and authorize the Chief Executive Officer to execute the contract and related items.

Attachment
Mesa Mexican Grill proposal

A:

Cover Letter

Mesa Mexican Grill

Jason Berg Owner/General manager

5523 Calloway Drive, Bakersfield Ca, 93312

Restaurant phone number: 661-679-3222

Cell phone: 661-889-8181

Email: jsb9989@gmail.com

B:

The meals will be delivered once daily in the morning hours no later then 11pm

These meals will all be individually wrapped and labeled. Two of them will be delivered hot and the lunch option will be delivered cold. They will all come with the appropriate cutlery, sauces and salsa etc.

I, the owner Jason Berg will be delivering each meal personally in our 2019 sprinter van designed specifically for catering. It has insulated compartment for both hot and cold items to ensure the freshest best tasting product available.

If for some reason the catering van breaks down, I also drive a 2016 GMC Sierra full size truck that could continue to make the deliveries while the primary vehicle is fixed.

I am willing and able to accommodate the safe transfer of meals to the individual in a manner this organizations deems ideal and safe.

We at Mesa Mexican Grill would like to provide free delivery for these services to continue to support our community and people affected by COVID-19

I will delivery each meal to the designated person hotel room and I am aware that they have tested positive for COVID-19.

No conflict of interest from any vendors, or key staff members

Breakfast Burrito: Delivered hot $3.99 plus tax

6 oz whole eggs

2 oz bacon

1 oz cheese

1 flour tortilla

2 oz fresh Pico de Gallo on the side

Wrapped in foil lined paper

Cutlery kit including fork, knife, spoon, napkin, salt and pepper

(can be made vegetarian if requested by removing bacon and replacing with avocado)

Can be made gluten free by removing the tortilla and eating as a breakfast bowl

Lunch wrap: Delivered cold $4.99 plus tax

4 oz turkey deli meat

4 oz fresh romaine lettuce

1 oz cheese

1 oz tomatoes

1 flour tortilla

2 oz cilantro dressing on the side

2 oz fresh veggie or fruit (whole orange, whole apple, carrot sticks or celery sticks)

Cutlery kit including fork, knife, spoon, napkin, salt and pepper

Can be made gluten free by removing the tortillas and eating as a salad

(can be made vegan/vegetarian if requested by removing turkey deli meat and replacing with avocado)

Dinner Bowl: Delivered hot $6.99 plus tax

6 oz Spanish rice

4 oz pinto beans

4 oz fresh white meat chicken breast

1 oz cheese

2 oz Pico de Gallo

2 oz mild salsa on the side

Cutlery kit including fork, knife, spoon, napkin, salt and pepper

Gluten free

(can be made vegan/vegetarian if requested by removing chicken breast and replacing with avocado)

C:

Mesa Mexican Grill was opened in 2014 on Mt Vernon Ave. We opened the second location in 2016 in the River lakes shopping center on Calloway and Olive. We employee roughly 30 employees at any given time and have experience as a restaurant fulfilling large orders for outstanding organizations in town.

For the last 4 years we catered CSUB's new student orientations which result in 6 catering events two times a year at around 750 people per event. We were able to execute at a very high level and feed 750 people in close to 30 minutes.

At Mesa we always use the freshest and best tasting ingredients while also focusing on real food. We prepare and cook everything in house with limited salt while still focusing on nutritional value.

I, Jason Berg have personally in the restaurant industry for 10+ years and have worked for amazing companies including, Eureka Burger (General Manager), Starbucks (General Manager), Fit Pantry (General Manager) until I was able to purchase my own restaurant (Mesa Mexican Grill). I am actively involved in my restaurant not only working in the building 40 plus hours a week but also manage all the ownerships roles.

This allows Mesa to be under my constant supervisor and ensure that every meal we put out is up to my high standards. That will continue if we are awarded this contract. I will personally be involved in every step of the preparing, cooking, packaging and delivery of each meal.

D:

Mesa Mexican Grill

California style Mexican food with a kick'

5523 Calloway Drive
Bakersfield, CA 93312
Phone: 661-679-3222

INVOICE

INVOICE # 126
DATE: 6/11/20

TO:
Jason Berg
Mesa Mexican Grill
5523 Calloway Drive
Bakersfield, CA 93312
Phone: 661-679-3222

COMMENTS OR SPECIAL INSTRUCTIONS:
Delivered

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Breakfast Burrito	3.99	3.99
1	Lunch	4.99	4.99
1	Dinner	6.99	6.99
		SUBTOTAL	**15.97**
		SALES TAX	1.31
		SHIPPING & HANDLING	
		TOTAL DUE	17.28

Make all checks payable to Mesa Mexican Grill
If you have any questions concerning this invoice, Jason Berg, 661-889-8181, jsb9989@gmail.com

THANK YOU FOR YOUR BUSINESS!

E:

We at Mesa Mexican Grill would like to provide free delivery for these services to continue to support our community and people affected by COVID-19

F:

We, at Mesa Mexican Grill have no conflict of interest from any vendors, or key staff members

ATTACHMENT A -BID SHEET

	Price per meal (Provide additional sheet with meal options)	Price
Breakfast		3.99 + tax
Lunch		4.99 + tax
Dinner		6.99 + tax
Delivery		No charge

BY SUBMITTING A PROPOSAL FOR THIS RFP, I ACKNOWLEDGE THAT I UNDERSTAND THAT THE MEAL DELIVERIES WILL BE MADE TO THE ROOMS OF INDIVIDUALS WHO HAVE TESTED POSITIVE FOR COVID 19 AND WISH TO BE CONSIDERED FOR THIS OPPORTUNITY.

UPON AWARD OF THIS CONTRACT, A PLAN FOR SAFE EXCHANGE OF MEALS WILL BE OUTLINED AND MUTUALLY AGREED UPON BY MYSELF (VENDOR) AND CAPK.

SIGNATURE

Jason Berg Owner

PRINTED NAME AND POSITION

Mesa Mexican Grill

BUSINESS NAME

APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

VENDOR INFORMATION SHEET

Date: 9-10-20 Prepared By: Jason Berg

Official Business Name: Berg Enterprises, LLC

DBA: Mesa Mexican Grill

Location Address: 5523 Calloway Dr. (Street) Bakersfield (City) CA (State) 93312 (Zip)

Remit Address: (Street) (City) (State) (Zip)

Contact Person: Jason Berg Title: Owner / General Manager

Phone #: 661-889-8181 Accts. Receivable Phone #: N/A

Fax #: N/A Customer Service Phone #: N/A

CAPK Vendor #: N/A E-mail Address: JSB9989@gmail.com

Federal ID # or SS#: 83-1633270 Type of Business: Restaurant

Contractor Lic #: N/A Business Lic #: 21001630 49 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: Farmers # F003113708-001-00001

Auto Liability Insurance Carrier & Policy #: Farmers # 18870-13-40

Workers Compensation Insurance Carrier & Policy #: Employers # EIG2744148 01

FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☒ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: _____

BUSINESS ENTITY/CLASSIFICATION:

☐ Board Member ☒ Employee ☐ Faith Based ☐ Fed Gov't ☐ For Profit ☐ Housing Collaborative ☐ Local Gov't
☐ Non-Profit ☐ Parent ☐ Post Secondary Ed ☐ Provider ☐ School District

SBA CLASSIFICATION:

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, Women's Business Enterprises and Veteran Business Enterprises.

☐ Minority-Owned ☒ Small Business ☐ Veteran-Owned ☐ Woman-Owned

Years in Business: 8 Accept Purchase Orders: ☒ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: [signature] Print Name: Jason Berg

Title: Owner Date: 9-10-20

REV. 012516

APPENDIX B

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Berg Enterprises, LLC

2 Business name/disregarded entity name, if different from above
Mesa Mexican Grill

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10412 Alexander Falls ave ~~93312 Bakersfield CA~~

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, CA 93312

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
83 - 1633270

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ [signature] | Date ▶ 9-10-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

APPENDIX C

Community Action Partnership of Kern

Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.

2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Contract 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 Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.

4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.

5. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.

6. **NOTICE**. Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.

7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.

10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.

13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.

14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.

15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."

16. **DEBARMENT AND SUSPENSION CERTIFICATION**: Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

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

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

17. **WORKER'S COMPENSATION**: Labor Code Section 3700 provides:

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

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

    "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

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

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

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

    b. Provide coverage for owned, non-owned and hired autos.

    c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

    d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

    e. Provide Contractual Liability coverage for the terms of the Contract.

f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

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

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

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

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

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

9-10-20

Signature **Date**

Jason Berg

Print Name

Berg Enterprises, LLC

Company Name

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Kern County Environmental Health Services Department
2700 M Street, Suite 300, Bakersfield, CA 93301 Phone (661) 862-8740 Fax (661) 862-8701
INSPECTION REPORT FORM

Date	Total Score	Grade
07/02/2020	91.0	A

Business Name	Mailing Address	PE	FA
MESA MEXICAN GRILL #2	1800 WESTWIND DRIVE BAKERSFIELD CA 93301	RE11	FA0044538

Business Address	Activity Time	PR
5523 CALLOWAY DR BAKERSFIELD, CA 93312	0	PR0073394

Purpose of Visit						Results of Inspection									
X	Routine Inspection		Inspection of Closed Facility			No Violations Observed		Administrative Review		Permit Approved		Embargo
	Reinspection		Rescore Inspection			Complaint allegations not observed		Inactivate Permit		Permit Suspended		Impound
	Complaint		Investigation			Previous Violations Corrected		Voluntary Condemnation		Permit Reinstated		Training

Violations are detailed in the California Health and Safety Code.
"COS" = Corrected on site at the time of inspection "Repeat" = Repeat Violation "N/O" = Not observed at time of inspection "N/A" = Does not Apply

Section 1. FOODBORNE ILLNESS RISK FACTORS -- MAJOR (point values for repeat violations are doubled)

Score: 0

An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
5						1	Cold holding of potentially hazardous food
5						2	Hot holding of potentially hazardous food
5						3	Cooling of potentially hazardous food
5						4	Reheating of potentially hazardous food
							Cooking Temperatures
5						5	Cooking of raw animal or raw plant food
							Food Handler Health and Hygiene
5						6	Hands clean and washed as required
5						7	Employee personal hygiene, health, open sores, cu
5						8	Employee uses utensils for ready-to-eat food.
5						9	Handwashing sink - soap and towels.
5						10	Handwashing sink - warm water, accessible.
5						11	Demonstration of knowledge
							Equipment and Utensils
5						12	Food Contact surfaces clean, sanitized as required.
5						13	Proper sanitizing method, residual, temp., contact tim
5						14	Hot and cold water available - less than 110° F.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Approved Source
5						15	Food obtained from approved source.
5						16	Records, shellfish tags maintained
5						17	After served, food is not re-served or reused
							Protection from Contamination
5						18	Vermin infestation.
5						19	Food protected from cross contamination.
5						20	Food protected from environmental contamination.
5						21	Food free from contamination, adulteration.
5						22	Chemicals properly packaged, used, labeled, stored
5						23	Liquid waste disposal
5						24	Food voluntarily condemned and destroyed
							Imminent Health Hazard - Immediate Closure
26						25	Inadequate or nonfunctioning refrigeration equip.
26						26	No operable toilet facilities.
26						27	Sewage overflow at facility.
26						28	No potable, pressurized, hot and cold water supply.
26						29	Severe vermin infestation

Section 2. FOODBORNE ILLNESS RISK FACTORS -- MINOR

Score: 9

An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
3						30	Cold holding of potentially hazardous food
3						31	Hot holding of potentially hazardous food
3	X					32	Cooling of potentially hazardous food
							Food Preparation
3						33	Thawing of frozen potential hazardous food.
3						34	Preparation of potentially hazardous food.
3						35	Food prepared in approved area.
							Food Handler Health and Hygiene
3						36	Employee personal hygiene, health, open sores, cut
3						37	Approved handling of ready-to-eat food.
3						38	Handwashing sink - soap and towels.
3	X					39	Handwashing sink - warm water, accessible.
							Equipment and Utensils
3						40	Food contact surfaces clean, sanitized as required.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Equipment and Utensils Cont.
3	X					41	Sanitizer concentration and supplies
3						42	Wiping cloths.
3						43	Critical sinks present, accesible, good repair.
3						44	Exhaust hoods/filters present, cleaned, good repair
							Protection from Contamination
3						45	Food protected from cross contamination.
3						46	Food protected from environmental contamination.
3						47	Facility free of vermin infestation.
3						48	Chemicals properly packaged, used, labeled, store
3						49	Observed eating, drinking or tobacco use
3						50	Premises clean, free of litter, rubbish, used articles.
							Other Factors
3						51	Person in charge present.
3						52	Valid food safety certification/Demonstration of knowledge

Section 3. NON-CRITICAL FACTORS

Score: 0.0

An "X" in the NC column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection date.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						53	Packaged food, self - service bulk, properly labeled.
1						54	Oyster warning signs required for raw oysters.
1						55	Ready - to - eat food less than throughly cooked notifica
1						56	Accurate probe theremometer required for testing PHF.
1						57	Accurate thermometer required for each refrigeration uni
1						58	Chemical test kit for monitoring sanitizing solution.
1						59	Employee change/storage facilities present/properly use
1						60	Equipment maintains holding temperatures.
1						61	Equipment/Utensils approved, cleaned, good repair
1						62	Floors, walls, ceilings approved, clean, good repair.
1						63	Lighting provided as required and/or shielded.
1						64	Premises clean, free of litter, rubbish, used articles.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						65	Toilet facilities present, equipped, maintained.
1						66	Facility free of vermin infestation.
1						67	Facility equipped to prevent harborage of vermin.
1						68	Evidence of eating, drinking, or tobacco use
1						69	Hot water between 111F and 119F.
1						70	Plumbing fixture - backflow protection device
1						71	Plumbing fixture - air gap into approved receptor
1						72	All liquid waste disposed through a plumbing system
1						73	Ingredients contain trans fat above 1.5 grams.
1						74	Nutrition labeling present or available upon request.
1						75	Signs - handwshing, no smoking, inspection report.
1						76	Environmental Health Permit posted

Business Name	FA	Activity Date
MESA MEXICAN GRILL #2	FA0044538	07/02/2020

Major	Minor	COS	Repeat	Non Critical	Item	Comments/Observation/Corrective Actions: An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately. An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified. An "X" in the non-critical column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection	
	X					Potentially hazardous foods cooled from 135 degrees F to 71 degrees F within 2 hours, from 70 degrees F to 41 degrees F within 4 hours, by an approved method. (114002, 114002.1) [temperatures in safe range].	**Must Comply By:**
						OBSERVED BEANS AND MEAT IN GREEN SALSA BEING COOLED IN DEEP PLASTIC (12 INCHES +) CONTAINERS. CORRECTED.	
	X					Handwashing facilities provided with warm water, accessible, good repair. (113953, 113953.1) [hand wash facility available, however, problems that limit handwashing]	**Must Comply By:**
						OBSERVED METAL CONTAINER INSIDE HAND WASHING SINK.	
	X					Multi-use utensils shall be shall be sanitized using the following method: wash, rinse, sanitize rinse. Proper sanitizing rinse: Contact with a solution of 100 ppm available chlorine for 30 seconds; contact with a solution of 25 ppm available iodine for 60 seconds; contact with a solution of 200 ppm quaternary ammonium for 60 seconds; or contact with water of at least 171°F for 30 seconds. (114099.6, 114185.1)	**Must Comply By:**
						OBSERVED SANITIZER IN 3 COMPARTMENT SINK UNDER 100 PPM. CORRECTED DURING INSPECTION.	

Reinspection Date	Failure to correct the specified violations by the reinspection date stated above may result in further legal action. A reinspection fee of $128.50 per hour will be invoiced for services required to determine compliance with applicable laws and regulations. You may request a re-score inspection within seven (7) days of the original inspection or seven (7) days from a mandatory reinspection. Only one re-score may be requested per fiscal year. The re-score inspection request form shall be submitted with the You may request an appeal if you disagree with the inspection findings or the Inspection Summary Report. The appeal request form shall be submitted within five (5) business days.

Signature of EHS	Signature of Recipient
	
Cristian Munos	JASON MANAGER

Kern County Environmental Health Services Department
2700 M Street, Suite 300, Bakersfield, CA 93301 Phone (661) 862-8740 Fax (661) 862-8701
INSPECTION REPORT FORM

Date	Total Score	Grade
03/11/2020	96.0	A

Business Name	Mailing Address	PE	FA
MESA MEXICAN GRILL #2	1800 WESTWIND DRIVE BAKERSFIELD CA 93301	RE11	FA0044538

Business Address	Activity Time	PR
5523 CALLOWAY DR BAKERSFIELD, CA 93312	48	PR0073394

Purpose of Visit				Results of Inspection							
X	Routine Inspection		Inspection of Closed Facility		No Violations Observed		Administrative Review		Permit Approved		Embargo
	Reinspection		Rescore Inspection		Complaint allegations not observed		Inactivate Permit		Permit Suspended		Impound
	Complaint		Investigation		Previous Violations Corrected		Voluntary Condemnation		Permit Reinstated		Training

Violations are detailed in the California Health and Safety Code.
"COS" = Corrected on site at the time of inspection "Repeat" = Repeat Violation "N/O" = Not observed at time of inspection "N/A" = Does not Apply

Section 1. FOODBORNE ILLNESS RISK FACTORS -- MAJOR (point values for repeat violations are doubled)

Score: 0

An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
5						1	Cold holding of potentially hazardous food
5						2	Hot holding of potentially hazardous food
5						3	Cooling of potentially hazardous food
5						4	Reheating of potentially hazardous food
							Cooking Temperatures
5						5	Cooking of raw animal or raw plant food
							Food Handler Health and Hygiene
5						6	Hands clean and washed as required
5						7	Employee personal hygiene, health, open sores, cuts.
5						8	Employee uses utensils for ready-to-eat food.
5						9	Handwashing sink - soap and towels.
5						10	Handwashing sink - warm water, accessible.
5						11	Demonstration of knowledge
							Equipment and Utensils
5						12	Food Contact surfaces clean, sanitized as required.
5						13	Proper sanitizing method, residual, temp., contact time
5						14	Hot and cold water available - less than 110° F.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Approved Source
5						15	Food obtained from approved source
5						16	Records, shellfish tags maintained
5						17	After served, food is not re-served or reused
							Protection from Contamination
5						18	Vermin infestation
5						19	Food protected from cross contamination
5						20	Food protected from environmental contamination
5						21	Food free from contamination, adulteration.
5						22	Chemicals properly packaged, used, labeled, stored.
5						23	Liquid waste disposal
5						24	Food voluntanly condemned and destroyed
							Imminent Health Hazard - Immediate Closure
26						25	Inadequate or nonfunctioning refrigeration equip.
26						26	No operable toilet facilities.
26						27	Sewage overflow at facility.
26						28	No potable, pressunzed, hot and cold water supply.
26						29	Severe vermin infestation.

Section 2. FOODBORNE ILLNESS RISK FACTORS -- MINOR

Score: 3

An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
3						30	Cold holding of potentially hazardous food
3						31	Hot holding of potentially hazardous food
3						32	Cooling of potentially hazardous food
							Food Preparation
3						33	Thawing of frozen potential hazardous food.
3						34	Preparation of potentially hazardous food.
3						35	Food prepared in approved area
							Food Handler Health and Hygiene
3						36	Employee personal hygiene, health, open sores, cuts.
3						37	Approved handling of ready-to-eat food.
3						38	Handwashing sink - soap and towels.
3						39	Handwashing sink - warm water, accessible.
							Equipment and Utensils
3						40	Food contact surfaces clean, sanitized as required.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Equipment and Utensils Cont.
3	X					41	Sanitizer concentration and supplies.
3						42	Wiping cloths.
3						43	Critical sinks present, accesible, good repair.
3						44	Exhaust hoods/filters present, cleaned, good repair
							Protection from Contamination
3						45	Food protected from cross contamination
3						46	Food protected from environmental contamination.
3						47	Facility free of vermin infestation.
3						48	Chemicals properly packaged, used, labeled, stored.
3						49	Observed eating, drinking or tobacco use.
3						50	Premises clean, free of litter, rubbish, used articles
							Other Factors
3						51	Person in charge present.
3						52	Valid food safety certification/Demonstration of knowledge.

Section 3. NON-CRITICAL FACTORS

Score: 1.0

An "X" in the NC column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection date.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						53	Packaged food, self - service bulk, properly labeled.
1						54	Oyster warning signs required for raw oysters.
1						55	Ready - to - eat food less than throughly cooked notificat
1						56	Accurate probe theremometer required for testing PHF.
1						57	Accurate thermometer required for each refrigeration unit.
1						58	Chemical test kit for monitoring sanitizing solution.
1						59	Employee change/storage facilities present/properly used.
1						60	Equipment maintains holding temperatures.
1						61	Equipment/Utensils approved, cleaned, good repair.
1						62	Floors, walls, ceilings approved, clean, good repair.
1						63	Lighting provided as required and/or shielded.
1						64	Premises clean, free of litter, rubbish, used articles.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						65	Toilet facilities present, equipped, maintained.
1						66	Facility free of vermin infestation.
1						67	Facility equipped to prevent harborage of vermin.
1						68	Evidence of eating, drinking, or tobacco use.
1						69	Hot water between 111F and 119F.
1						70	Plumbing fixture - backflow protection device.
1	X					71	Plumbing fixture - air gap into approved receptor
1						72	All liquid waste disposed through a plumbing system.
1						73	Ingredients contain trans fat above 1 5 grams
1						74	Nutrition labeling present or available upon request.
1						75	Signs - handwshing, no smoking, inspection report
1						76	Environmental Health Permit posted

Business Name	FA	Activity Date
MESA MEXICAN GRILL #2	FA0044538	03/11/2020

Major	Minor	COS	Repeat	Non Critical	Item	Comments/Observation/Corrective Actions An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified An "X" in the non-critical column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection.	
	X					Multi-use utensils shall be shall be sanitized using the following method: wash, rinse, sanitize rinse. Proper sanitizing rinse. Contact with a solution of 100 ppm available chlorine for 30 seconds; contact with a solution of 25 ppm available iodine for 60 seconds; contact with a solution of 200 ppm quaternary ammonium for 60 seconds; or contact with water of at least 171°F for 30 seconds. (114099.6, 114185.1)	**Must Comply By:**
						OBSERVED SANITIZER CONCENTRATION IN 3-COMPARTMENT SINK WITH QT SANITIZER CONCENTRATIONS BELOW 100PPM. QT SANITIZER REQUIRES A MINIMUM OF 200PPM, OR AS PRESCRIBED BY YOUR SANITIZER SUPPLIER.	
				X		Plumbing/plumbing fixtures equipped with air gap into an approved receptor. (114193)	**Must Comply By:**
						OBSERVED DRAIN PIPE FOR 3-COMPARTMENT SINK INSIDE OF FLOOR SINK. OBSERVED DRAIN PIPE FOR PREP SINK INSIDE OF FLOOR SINK. ALL FLOOR SINKS REQUIRE A MINIMUM 1 INCH AIR GAP TO PROTECT AGAINST CONTAMINATION FROM OVERFLOW IN FLOOR SINK.	

THE SANITIZER CONTAINER THAT SUPPLIED QT SANITIZER TO THEIR 3-COMPARTMENT SINK WAS EMPTY DURING TIME OF INSPECTION. WHEN TESTED, THE STRIP INDICATED THAT THERE WAS EFFECTIVELY 0PPM SANITIZER. WHEN WE CHANGED OUT THE EMPTY CONTAINER FOR A FULL ONE WITH QT, THE SANITIZER CONCENTRATION WAS READING OVER 400PPM WE WORKED TOGETHER ON ADJUSTING THE CONCENTRATION MIX TO BE BETWEEN 200PPM AND 300PPM. IT IS HIGHLY PROBABLE THAT THEIR TEST STRIPS WERE ALSO DEFECTIVE - WHEN USING HIS TEST STRIPS VS USING MINE, OUR CONCENTRATIONS WERE VASTLY DIFFERENT; HIS TEST STRIPS SHOWED HIM AROUND 200PPM AND MINE SHOWED HIS CONCENTRATION ABOVE 400PPM. I GAVE THE OPERATOR AN EXTRA QT TESTING STRIP PACK TO USE IN FUTURE.

Reinspection Date	Failure to correct the specified violations by the reinspection date stated above may result in further legal action. A reinspection fee of $128.50 per hour will be invoiced for services required to determine compliance with applicable laws and regulations. You may request a re-score inspection within seven (7) days of the original inspection or seven (7) days from a mandatory reinspection. Only one re-score may be requested per fiscal year. The re-score inspection request form shall be submitted with the You may request an appeal if you disagree with the inspection findings or the Inspection Summary Report. The appeal request form shall be submitted within five (5) business days.

Signature of EHS	Signature of Recipient
JA Hudnall	

Joshua Hudnall

Kern County Environmental Health Services Department 2700 M Street, Suite 300, Bakersfield, CA 93301 Phone (661) 862-8740 Fax (661) 862-8701	Date	Total Score	Grade
	11/08/2019	93.0	A

Business Name	Mailing Address	PE	FA
MESA MEXICAN GRILL #2	1800 WESTWIND DRIVE BAKERSFIELD CA 93301	RE11	FA0044538

Business Address	Activity Time	PR
5523 CALLOWAY DR BAKERSFIELD, CA 93312	0	PR0073394

Purpose of Visit					Results of Inspection									
X	Routine Inspection		Inspection of Closed Facility		No Violations Observed		Administrative Review		Permit Approved		Embargo
	Reinspection		Rescore Inspection		Complaint allegations not observed		Inactivate Permit		Permit Suspended		Impound
	Complaint		Investigation		Previous Violations Corrected		Voluntary Condemnation		Permit Reinstated		Training

Violations are detailed in the California Health and Safety Code.

"COS" = Corrected on site at the time of inspection "Repeat" = Repeat Violation "N/O" = Not observed at time of inspection "N/A" = Does not Apply

Section 1. FOODBORNE ILLNESS RISK FACTORS -- MAJOR (point values for repeat violations are doubled)

Score: 0

An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
5						1	Cold holding of potentially hazardous food
5						2	Hot holding of potentially hazardous food
5						3	Cooling of potentially hazardous food
5						4	Reheating of potentially hazardous food
							Cooking Temperatures
5						5	Cooking of raw animal or raw plant food
							Food Handler Health and Hygiene
5						6	Hands clean and washed as required
5						7	Employee personal hygiene, health, open sores, cuts.
5						8	Employee uses utensils for ready-to-eat food.
5						9	Handwashing sink - soap and towels.
5						10	Handwashing sink - warm water, accessible
5						11	Demonstration of knowledge
							Equipment and Utensils
5						12	Food Contact surfaces clean, sanitized as required.
5						13	Proper sanitizing method, residual, temp , contact time
5						14	Hot and cold water available - less than 110° F.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Approved Source
5						15	Food obtained from approved source
5						16	Records, shellfish tags maintained
5						17	After served, food is not re-served or reused
							Protection from Contamination
5						18	Vermin infestation
5						19	Food protected from cross contamination.
5						20	Food protected from environmental contamination
5						21	Food free from contamination, adulteration.
5						22	Chemicals properly packaged, used, labeled, stored.
5						23	Liquid waste disposal
5						24	Food voluntarily condemned and destroyed
							Imminent Health Hazard - Immediate Closure
26						25	Inadequate or nonfunctioning refrigeration equip.
26						26	No operable toilet facilities
26						27	Sewage overflow at facility
26						28	No potable, pressurized, hot and cold water supply.
26						29	Severe vermin infestation.

Section 2. FOODBORNE ILLNESS RISK FACTORS -- MINOR

Score: 6

An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
3						30	Cold holding of potentially hazardous food
3	X					31	Hot holding of potentially hazardous food
3						32	Cooling of potentially hazardous food
							Food Preparation
3						33	Thawing of frozen potential hazardous food.
3						34	Preparation of potentially hazardous food.
3						35	Food prepared in approved area
							Food Handler Health and Hygiene
3						36	Employee personal hygiene, health, open sores, cuts.
3						37	Approved handling of ready-to-eat food.
3						38	Handwashing sink - soap and towels.
3						39	Handwashing sink - warm water, accessible.
							Equipment and Utensils
3						40	Food contact surfaces clean, sanitized as required.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Equipment and Utensils Cont.
3						41	Sanitizer concentration and supplies.
3						42	Wiping cloths.
3						43	Critical sinks present, accesible, good repair.
3						44	Exhaust hoods/filters present, cleaned, good repair
							Protection from Contamination
3						45	Food protected from cross contamination
3						46	Food protected from environmental contamination
3						47	Facility free of vermin infestation.
3						48	Chemicals properly packaged, used, labeled, stored.
3						49	Observed eating, drinking or tobacco use
3						50	Premises clean, free of litter, rubbish, used articles
							Other Factors
3						51	Person in charge present.
3	X					52	Valid food safety certification/Demonstration of knowledge

Section 3. NON-CRITICAL FACTORS

Score: 1.0

An "X" in the NC column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection date.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						53	Packaged food, self - service bulk, properly labeled.
1						54	Oyster warning signs required for raw oysters.
1						55	Ready - to - eat food less than throughly cooked notifica
1						56	Accurate probe theremometer required for testing PHF.
1						57	Accurate thermometer required for each refrigeration unit.
1						58	Chemical test kit for monitoring sanitizing solution
1						59	Employee change/storage facilities present/properly used.
1						60	Equipment maintains holding temperatures.
1						61	Equipment/Utensils approved, cleaned, good repair.
1	X					62	Floors, walls, ceilings approved, clean, good repair.
1						63	Lighting provided as required and/or shielded.
1						64	Premises clean, free of litter, rubbish, used articles

Points	NC	COS	Repeat	N/O	N/A	Item	
1						65	Toilet facilities present, equipped, maintained
1						66	Facility free of vermin infestation.
1						67	Facility equipped to prevent harborage of vermin
1						68	Evidence of eating, drinking, or tobacco use
1						69	Hot water between 111F and 119F.
1						70	Plumbing fixture - backflow protection device
1						71	Plumbing fixture - air gap into approved receptor
1						72	All liquid waste disposed through a plumbing system.
1						73	Ingredients contain trans fat above 1 5 grams
1						74	Nutrition labeling present or available upon request
1						75	Signs - handwshing, no smoking, inspection report.
1						76	Environmental Health Permit posted

Business Name	FA	Activity Date
MESA MEXICAN GRILL #2	FA0044538	11/08/2019

Major	Minor	COS	Repeat	Non	Item	Comments/Observation/Corrective Actions. An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately. An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified. An "X" in the non-critical column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection.
	X					PHF maintained at 135 degrees F or above (113996) [131 degrees F to134 degrees F] **Must Comply By:** INTERNAL TEMPERATURE OF NACHO CHEESE MEASURED AT 100 DEGREES IN WARMER UNIT. ALL POTENTIALLY HAZARDOUS FOODS ARE REQUIRED TO BE OT HELD MAINTAINED AT 135 DEGREES F OR ABOVE AT ALL TIMES. CORRECTED ON SITE, HEATED TO 165 FOR 15 SEC.
	X					Valid food safety certification/Demonstration of knowledge (113947, 113947.1) **Must Comply By:** LACK OF TWO EMPLOYEE FOOD HANDLER SAFETY CERTIFICATIONS AND EMPLOYEE FOOD MANAGER SAFETY CERTIFICATION FOR REVIEW AT TIME OF INSPECTION. FOOD FACILITIES ARE REQUIRED TO HAVE AT LEAST ONE OWNER OR EMPLOYEE WHO HAS AN APPROVED FOOD MANAGER CERTIFICATION. ALL OTHER EMPLOYEES THAT HANDLE, SERVE, OR PREPARE FOOD ARE REQUIRED TO HAVE A FOOD HANDLER CERTIFICATION. PLEASE OBTAIN BY NEXT INSPECTION.
				X		Floors, walls, ceilings, approved materials, clean, good repair. (114257, 114257.1) **Must Comply By:** OBSERVED PUDDLE OF STANDING WATER UNDERNEATH RACK HOLDING EQUIPMENT LOCATED ACROSS FROM 3 COMPARTMENT SINK. PLEASE MAINTAIN ALL FLOORS CLEAN AND IN GOOD CONDITION TO PREVENT EMPLOYEE ACCIDENTS AND HARBORAGE OF VERMIN.

Reinspection Date	Failure to correct the specified violations by the reinspection date stated above may result in further legal action. A reinspection fee of $128.50 per hour will be invoiced for services required to determine compliance with applicable laws and You may request a re-score inspection within seven (7) days of the original inspection or seven (7) days from a mandatory reinspection. Only one re-score may be requested per fiscal year. The re-score inspection request form shall be submitted You may request an appeal if you disagree with the inspection findings or the Inspection Summary Report. The appeal request form shall be submitted within five (5) business days.

Signature of EHS	Signature of Recipient
Bree Nelson	
Bree Nelson	Noah Maples Manager

Kern County Environmental Health Services Department 2700 M Street, Suite 300, Bakersfield, CA 93301 Phone (661) 862-8740 Fax (661) 862-8701	Date	Total Score	Grade
	07/24/2019	96.0	A

Business Name	Mailing Address	PE	FA
MESA MEXICAN GRILL #2	1800 WESTWIND DRIVE BAKERSFIELD CA 93301	RE11	FA0044538

Business Address	Activity Time	PR
5523 CALLOWAY DR BAKERSFIELD, CA 93312	60	PR0073394

Purpose of Visit						Results of Inspection											
X	Routine Inspection		Inspection of Closed Facility			No Violations Observed		Administrative Review		Permit Approved		Embargo					
	Reinspection		Rescore Inspection			Complaint allegations not observed		Inactivate Permit		Permit Suspended		Impound					
	Complaint		Investigation			Previous Violations Corrected		Voluntary Condemnation		Permit Reinstated		Training					

Violations are detailed in the California Health and Safety Code.

"COS" = Corrected on site at the time of inspection "Repeat" = Repeat Violation "N/O" = Not observed at time of inspection "N/A" = Does not Apply

Section 1. FOODBORNE ILLNESS RISK FACTORS -- MAJOR (point values for repeat violations are doubled)

Score: 0

An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
5						1	Cold holding of potentially hazardous food
5						2	Hot holding of potentially hazardous food
5						3	Cooling of potentially hazardous food
5						4	Reheating of potentially hazardous food
							Cooking Temperatures
5						5	Cooking of raw animal or raw plant food
							Food Handler Health and Hygiene
5						6	Hands clean and washed as required.
5						7	Employee personal hygiene, health, open sores, cuts.
5						8	Employee uses utensils for ready-to-eat food.
5						9	Handwashing sink - soap and towels.
5						10	Handwashing sink - warm water, accessible.
5						11	Demonstration of knowledge
							Equipment and Utensils
5						12	Food Contact surfaces clean, sanitized as required.
5						13	Proper sanitizing method, residual, temp., contact time
5						14	Hot and cold water available - less than 110° F.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Approved Source
5						15	Food obtained from approved source.
5						16	Records, shellfish tags maintained
5						17	After served, food is not re-served or reused
							Protection from Contamination
5						18	Vermin infestation
5						19	Food protected from cross contamination.
5						20	Food protected from environmental contamination.
5						21	Food free from contamination, adulteration.
5						22	Chemicals properly packaged, used, labeled, stored.
5						23	Liquid waste disposal
5						24	Food voluntarily condemned and destroyed
							Imminent Health Hazard - Immediate Closure
26						25	Inadequate or nonfunctioning refrigeration equip.
26						26	No operable toilet facilities.
26						27	Sewage overflow at facility.
26						28	No potable, pressurized, hot and cold water supply.
26						29	Severe vermin infestation.

Section 2. FOODBORNE ILLNESS RISK FACTORS -- MINOR

Score: 3

An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
3						30	Cold holding of potentially hazardous food
3						31	Hot holding of potentially hazardous food
3						32	Cooling of potentially hazardous food
							Food Preparation
3						33	Thawing of frozen potential hazardous food.
3						34	Preparation of potentially hazardous food.
3						35	Food prepared in approved area
							Food Handler Health and Hygiene
3						36	Employee personal hygiene, health, open sores, cuts.
3						37	Approved handling of ready-to-eat food.
3						38	Handwashing sink - soap and towels.
3						39	Handwashing sink - warm water, accessible.
							Equipment and Utensils
3						40	Food contact surfaces clean, sanitized as required.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Equipment and Utensils Cont.
3						41	Sanitizer concentration and supplies.
3						42	Wiping cloths.
3						43	Critical sinks present, accesible, good repair.
3						44	Exhaust hoods/filters present, cleaned, good repair
							Protection from Contamination
3						45	Food protected from cross contamination
3	X					46	Food protected from environmental contamination.
3						47	Facility free of vermin infestation.
3						48	Chemicals properly packaged, used, labeled, stored.
3						49	Observed eating, drinking or tobacco use
3						50	Premises clean, free of litter, rubbish, used articles
							Other Factors
3						51	Person in charge present
3						52	Valid food safety certification/Demonstration of knowledge.

Section 3. NON-CRITICAL FACTORS

Score: 1.0

An "X" in the NC column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection date.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						53	Packaged food, self - service bulk, properly labeled.
1						54	Oyster warning signs required for raw oysters
1						55	Ready - to - eat food less than throughly cooked notifica
1						56	Accurate probe theremometer required for testing PHF.
1						57	Accurate thermometer required for each refrigeration unit.
1						58	Chemical test kit for monitoring sanitizing solution
1						59	Employee change/storage facilities present/properly used.
1						60	Equipment maintains holding temperatures.
1	X					61	Equipment/Utensils approved, cleaned, good repair.
1						62	Floors, walls, ceilings approved, clean, good repair.
1						63	Lighting provided as required and/or shielded.
1						64	Premises clean, free of litter, rubbish, used articles

Points	NC	COS	Repeat	N/O	N/A	Item	
1						65	Toilet facilities present, equipped, maintained.
1						66	Facility free of vermin infestation
1						67	Facility equipped to prevent harborage of vermin
1						68	Evidence of eating, drinking, or tobacco use
1						69	Hot water between 111F and 119F.
1						70	Plumbing fixture - backflow protection device
1						71	Plumbing fixture - air gap into approved receptor
1						72	All liquid waste disposed through a plumbing system.
1						73	Ingredients contain trans fat above 1 5 grams
1						74	Nutrition labeling present or available upon request.
1						75	Signs - handwshing, no smoking, inspection report.
1						76	Environmental Health Permit posted

Business Name	FA	Activity Date
MESA MEXICAN GRILL #2	FA0044538	07/24/2019

Major	Minor	COS	Repeat	Non	Item	Comments/Observation/Corrective Actions An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified An "X" in the non-critical column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection	
	X					Food prepared, stored, displayed, dispensed, placed, transported, sold and served as to be protected from environmental contamination, such as dirt, vermin, unnecessary handling, droplet contamination, overhead leakage, customer contamination or other contamination (113982, 113984, 113984.1) [food is being prepared; and conditions or actions place the food at risk for contamination and poses a minor risk to public health]	**Must Comply By:**
						OBSERVED CONTAINER OF SLICED BELLPEPPERS STORED ON THE FLOOR IN WALK IN REFRIGERATOR. PLEASE KEEP ALL FOOD ITEMS OFF THE FLOOR WITH A MINIMUM DISTANCE OF 6" TO REDUCE THE RISK OF ENVIRONMENTAL CONTAMINATION. OBSERVED BAG OF RICE STORED ON THE FLOOR IN PREP AREA. PLEASE KEEP ALL FOOD ITEMS OFF THE FLOOR WITH A MINIMUM DISTANCE OF 6" TO REDUCE THE RISK OF ENVIRONMENTAL CONTAMINATION.	
				X		Equipment/utensils approved for use, constructed, installed, maintained to be easily cleaned, kept clean, fully operative, and in good repair (114130, 114130.1, 114175)	**Must Comply By:**
						OBSERVED UNCHAINED CO2 TANK. ENSURE ALL TANKS EMPTY OR FULL ARE CHAINED AT ALL TIMES.	

Reinspection Date	Failure to correct the specified violations by the reinspection date stated above may result in further legal action. A reinspection fee of $125.00 per hour will be invoiced for services required to determine compliance with applicable laws and You may request a re-score inspection within seven (7) days of the original inspection or seven (7) days from a mandatory reinspection. Only one re-score may be requested per fiscal year. The re-score inspection request form shall be submitted You may request an appeal if you disagree with the Inspection findings or the Inspection Summary Report. The appeal request form shall be submitted within five (5) business days.

Signature of EHS	Signature of Recipient
Bree Nelson	
Bree Nelson	Noah Maples Shift Lead

Kern County Environmental Health Services Department 2700 M Street, Suite 300, Bakersfield, CA 93301 Phone (661) 862-8740 Fax (661) 862-8701	Date 04/03/2019	Total Score 97.0	Grade A
Business Name MESA MEXICAN GRILL #2	Mailing Address 1800 WESTWIND DRIVE BAKERSFIELD CA 93301	PE RE11	FA FA0044538
Business Address 5523 CALLOWAY DR BAKERSFIELD, CA 93312		Activity Time 30	PR PR0073394

Purpose of Visit						Results of Inspection									
X	Routine Inspection		Inspection of Closed Facility		No Violations Observed		Administrative Review		Permit Approved		Embargo
	Reinspection		Rescore Inspection		Complaint allegations not observed		Inactivate Permit		Permit Suspended		Impound
	Complaint		Investigation		Previous Violations Corrected		Voluntary Condemnation		Permit Reinstated		Training

Violations are detailed in the California Health and Safety Code.

"COS" = Corrected on site at the time of inspection "Repeat" = Repeat Violation "N/O" = Not observed at time of inspection "N/A" = Does not Apply

Section 1. FOODBORNE ILLNESS RISK FACTORS -- MAJOR (point values for repeat violations are doubled)

Score: 0

An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
5						1	Cold holding of potentially hazardous food
5						2	Hot holding of potentially hazardous food
5						3	Cooling of potentially hazardous food
5						4	Reheating of potentially hazardous food
							Cooking Temperatures
5						5	Cooking of raw animal or raw plant food
							Food Handler Health and Hygiene
5						6	Hands clean and washed as required
5						7	Employee personal hygiene, health, open sores, cuts.
5						8	Employee uses utensils for ready-to-eat food.
5						9	Handwashing sink - soap and towels
5						10	Handwashing sink - warm water, accessible.
5						11	Demonstration of knowledge
							Equipment and Utensils
5						12	Food Contact surfaces clean, sanitized as required.
5						13	Proper sanitizing method, residual, temp., contact time
5						14	Hot and cold water available - less than 110° F.

Points	Major	COS	Repeat	N/O	N/A	Item	
							Approved Source
5						15	Food obtained from approved source
5						16	Records, shellfish tags maintained
5						17	After served, food is not re-served or reused
							Protection from Contamination
5						18	Vermin infestation
5						19	Food protected from cross contamination.
5						20	Food protected from environmental contamination.
5						21	Food free from contamination, adulteration.
5						22	Chemicals properly packaged, used, labeled, stored.
5						23	Liquid waste disposal
5						24	Food voluntarily condemned and destroyed
							Imminent Health Hazard - Immediate Closure
26						25	Inadequate or nonfunctioning refrigeration equip.
26						26	No operable toilet facilities
26						27	Sewage overflow at facility.
26						28	No potable, pressurized, hot and cold water supply.
26						29	Severe vermin infestation.

Section 2. FOODBORNE ILLNESS RISK FACTORS -- MINOR

Score: 3

An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Holding Temperatures
3						30	Cold holding of potentially hazardous food
3						31	Hot holding of potentially hazardous food
3						32	Cooling of potentially hazardous food
							Food Preparation
3						33	Thawing of frozen potential hazardous food.
3						34	Preparation of potentially hazardous food.
3						35	Food prepared in approved area
							Food Handler Health and Hygiene
3						36	Employee personal hygiene, health, open sores, cuts.
3						37	Approved handling of ready-to-eat food.
3						38	Handwashing sink - soap and towels.
3						39	Handwashing sink - warm water, accessible.
							Equipment and Utensils
3						40	Food contact surfaces clean, sanitized as required.

Points	Minor	COS	Repeat	N/O	N/A	Item	
							Equipment and Utensils Cont.
3	X					41	Sanitizer concentration and supplies.
3						42	Wiping cloths.
3						43	Critical sinks present, accesible, good repair.
3						44	Exhaust hoods/filters present, cleaned, good repair.
							Protection from Contamination
3						45	Food protected from cross contamination
3						46	Food protected from environmental contamination.
3						47	Facility free of vermin infestation.
3						48	Chemicals properly packaged, used, labeled, stored.
3						49	Observed eating, drinking or tobacco use
3						50	Premises clean, free of litter, rubbish, used articles
							Other Factors
3						51	Person in charge present.
3						52	Valid food safety certification/Demonstration of knowledge.

Section 3. NON-CRITICAL FACTORS

Score: 0.0

An "X" in the NC column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection date.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						53	Packaged food, self - service bulk, properly labeled.
1						54	Oyster warning signs required for raw oysters.
1						55	Ready - to - eat food less than throughly cooked notifica
1						56	Accurate probe theremometer required for testing PHF.
1						57	Accurate thermometer required for each refrigeration unit.
1						58	Chemical test kit for monitoring sanitizing solution
1						59	Employee change/storage facilities present/properly used.
1						60	Equipment maintains holding temperatures.
1						61	Equipment/Utensils approved, cleaned, good repair.
1						62	Floors, walls, ceilings approved, clean, good repair.
1						63	Lighting provided as required and/or shielded.
1						64	Premises clean, free of litter, rubbish, used articles.

Points	NC	COS	Repeat	N/O	N/A	Item	
1						65	Toilet facilities present, equipped, maintained.
1						66	Facility free of vermin infestation.
1						67	Facility equipped to prevent harborage of vermin.
1						68	Evidence of eating, drinking, or tobacco use
1						69	Hot water between 111F and 119F.
1						70	Plumbing fixture - backflow protection device.
1						71	Plumbing fixture - air gap into approved receptor
1						72	All liquid waste disposed through a plumbing system.
1						73	Ingredients contain trans fat above 1.5 grams.
1						74	Nutrition labeling present or available upon request.
1						75	Signs - handwshing, no smoking, inspection report.
1						76	Environmental Health Permit posted

Business Name	FA	Activity Date
MESA MEXICAN GRILL #2	FA0044538	04/03/2019

Major	Minor	COS	Repeat	Non	Item	Comments/Observation/Corrective Actions. An "X" in the major column indicates the violation poses an immediate threat to public health and must be corrected immediately. An "X" in the minor column indicates the violation poses a risk to public health and shall be corrected by the date specified. An "X" in the non-critical column indicates the violation poses a non-critical risk to public health and shall be corrected by the next inspection.	Must Comply By:
	X					Multi-use utensils shall be shall be sanitized using the following method: wash, rinse, sanitize rinse. Proper sanitizing rinse: Contact with a solution of 100 ppm available chlorine for 30 seconds; contact with a solution of 25 ppm available iodine for 60 seconds; contact with a solution of 200 ppm quaternary ammonium for 60 seconds; or contact with water of at least 171°F for 30 seconds. (114099.6, 114185.1)	
						OBSERVED QUATERNARY AMMONIUM SANITIZER BELOW 200 PPM IN BUCKET UNDERNEATH BEER DISPENSER AT TIME OF INSPECTION. PLEASE PREPARE SANITIZER TO MAINTAIN APPROVED LEVEL OF 200 PPM.	

Reinspection Date	Failure to correct the specified violations by the reinspection date stated above may result in further legal action. A reinspection fee of $125.00 per hour will be invoiced for services required to determine compliance with applicable laws and You may request a re-score inspection within seven (7) days of the original inspection or seven (7) days from a mandatory reinspection. Only one re-score may be requested per fiscal year. The re-score inspection request form shall be submitted You may request an appeal if you disagree with the inspection findings or the Inspection Summary Report. The appeal request form shall be submitted within five (5) business days.

Signature of EHS	Signature of Recipient
Bree Nelson	JASON BERG GENERAL
Bree Nelson	

MEMORANDUM

To: Executive Committee

From: Pritika Ram, Director of Administration

Date: September 17, 2020

Subject: *Agenda Item 5c*: HUD Coordinated Entry System Contract – **Action Item**

As part of the Coordinated Entry System, grant funding is received through the U.S. Department of Housing and Urban Development (HUD) to assist in the operation of the program in collaboration with the local Continuum of Care (CoC) and related homeless service providers. Our HUD grant cycle is on an annual basis and is renewed around May for a start date in August. This past grant cycle, staff did not execute the contract in a timely manner and the contract is pending approval for contract period beginning August 01, 2020 to July 31, 2021 in the amount of $236,838. Despite the unexecuted contract, we have continued to pull down federal funds for the program.

The Coordinated Entry Systems continues to work closely with the Continuum of Care (CoC) and homeless service providers to ensure the program is meeting its intent on helping communities prioritize assistance based on vulnerability and severity of service needs and link those individuals to assistance.

Recommendation
Staff recommends the Executive Committee to approve the U.S. Department of Housing and Urban Development (HUD) contract in the amount of $236,838 retroactive to August 01, 2020 to July 31, 2021 and authorize the Chief Executive Officer to execute the contract.

Attachment
HUD Coordinated Entry System contract CA1799L9D041901

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

Grant Number: CA1799L9D041901
Tax ID Number: 95-2402760
DUNS Number: 072947617 - 0000

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Community Action Partnership of Kern (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"); the Continuum of Care Program rule (the "Rule"), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation for this grant is $236,838, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
CA1799L9D041901	12 months	08-01-2020 - 07-31-2021	$236,838

a. Continuum of Care planning activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$0
f. Rental assistance	$0
g. Supportive services	$215,307
h. Operating costs	$0
i. Homeless Management Information System	$0
j. Administrative costs	$21,531
k. Relocation Costs	$0
l. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$ 0

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

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

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

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

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

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

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

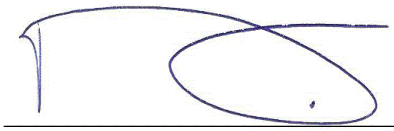
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

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

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

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Rufus Washington, Director
(Typed Name and Title)

May 7, 2020
(Date)

RECIPIENT

Community Action Partnership of Kern
(Name of Organization)

By:

(Signature of Authorized Official)

Jeremy T. Tobias, Chief Executive Officer
(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

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

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

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

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

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

MEMORANDUM

To: Executive Committee

From: Sheila Shegos, Director of Community Development

Date: September 17, 2020

Subject: *Agenda Item 5d*: The Housing Authority of the County of Kern Memorandum of Understanding - Rental and Mortgage Assistance Program – **Action Item**

At the August 26 Board of Directors meeting, the CEO was authorized to finalize negotiations and sign documents and an MOU agreement with the Housing Authority of the County of Kern for rental assistance and services through city and county Federal CARES Act funds. These funds were provided to assist individuals and families impacted by COVID-19 who are at immediate risk of homelessness. The Housing Authority of the County of Kern is receiving a total of $10,000,000 from the city and county.

Under the MOU agreement, CAPK will provide 2-1-1 and CES rental assistance services and support for a period of four months, September to December 2020, or until the funds are fully expended. Contracted services with CAPK are estimated at $100 for each eligible applicant referred to the Authority with required documentation for payment (up to 3,000 individual/family applicants). CAPK will also receive $32,624 for four additional 2-1-1 staff members to:

- Verify and determine eligibility for rental assistance for County of Kern Program applicants who meet the HUD definition of At-Risk of Homelessness
- Submit required documentation to the Housing Authority for eligible applicants for payment by the Authority to landlord/mortgage company (up to $5,000 per individual/family).
- Provide consultation to the Authority to help coordinate timely, efficient implementation of the program
- Expand capacity of 211/CES system to handle additional calls related to the program, during contract period
- Input data into the Homeless Management Information System (HMIS)

This work aligns with the mission of CAPK and Strategic Goal 2. We anticipate starting the program by October 2020.

Recommendation:
Staff recommends the Executive Committee approve the Memorandum of Understanding between the Housing Authority of the County of Kern and CAPK and authorize the Chief Executive Officer to execute all related documents.

Attachment:
Memorandum of Understanding – Rental and Mortgage Assistance

MEMORANDUM OF UNDERSTANDING
RENTAL AND MORTGAGE ASSISTANCE PROGRAM
Between
The Housing Authority of the County of Kern
and Community Action Partnership of Kern

The **Housing Authority of the County of Kern** (hereafter referred to as **"**Authority") and **Community Action Partnership of Kern** (hereafter referred to as **"**CAPK") are aware of the critical need to prevent persons from becoming homeless. This need is even greater now due to the impacts of the COVID-19 pandemic. In response, the City of Bakersfield and County of Kern are funding a one-time Rental and Mortgage Assistance program to help prevent evictions and foreclosures related to COVID-19. Consequently, the agencies listed above have agreed to enter into this Memorandum of Understanding (MOU) for the provision of services related to the Rental and Mortgage Assistance program.

I. Term

The term of this agreement shall commence on September 21, 2020 and end on December 15, 2020.

II. Purpose

This MOU is intended to establish the responsibilities of the **Authority** and **CAPK** in successfully administering the **Rental and Mortgage Assistance program ("Program")** and detailing the funding available to **CAPK** for providing the services outlined in this MOU.

III. Program Eligibility Criteria

Bakersfield or Kern County residents who meet the following criteria:

- Household income less than 80% AMI
- Loss of income or extraordinary medical expenses since March 2020 or household income less than 50% AMI
- Rent or mortgage burden exceeding 30% of gross income
- Occupy home or apartment with lease/mortgage in recipient name
- Not receiving assistance from other rental assistance/prevention programs
- Landlord/mortgage company will cancel eviction/foreclosure if payment received.

IV. Responsibilities

A. CAPK has the following responsibilities under this **MOU**:

1. In accordance with the procedures established by the **Authority**, verify and determine eligibility for rental assistance for County of Kern Program applicants who meet the HUD definition of At-Risk of Homelessness.

2. Submit the required documentation to the **Authority** for eligible Program applicants for payment by the Authority to the landlord.

3. Be available to provide consultation to the **Authority** to help coordinate the timely and efficient implementation of the Program.

4. Temporarily expand the capacity of the 211 system to handle additional calls related to the Rental and Mortgage Assistance program by adding the following positions from September 21 to November 20, 2020:

    Four (4) 211 Information & Referral Specialists

5. Input required data into the HMIS System.

B. The Authority has the following obligations under this MOU:

1. Establish forms and procedures for the determination and verification of eligibility of Program applicants.

2. Respond to questions and provide information needed to help ensure the timely and efficient implementation of the Program.

3. Make payments on behalf of eligible applicants to the extend funding is available.

C. Both the Authority and CAPK:

1. Administer all of their respective policies and procedures on a non-discriminatory basis in accordance with the following requirements:

    Non-discrimination Requirements. No person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Coronavirus Relief Funds:

    Executive Order 11063 (Equal Opportunity in Housing).

    Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

    Rehabilitation Act of 1973 and Americans with Disabilities Act. This MOU is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified,

disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This MOU is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.

Equal Employment Opportunity (Non-discrimination Clause). Not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. Take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. State that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

2. Identify and adhere to legal requirements regarding confidentiality of client information, such as requiring client permission to release information to either agency.

V. Reporting Requirements

A. **CAPK** shall submit required documents to the **Authority** on an as needed basis for the purposes of auditing.

VI. Compensation

A. The **Authority** shall pay **CAPK** $100 for each eligible Program applicant referred to the Authority with required documentation for payment.

B. The Authority shall pay CAPK $32,624 for the additional 211 staffing.

C. The conditions and terms of funding to **CAPK** are as follows:
1. **CAPK** represents and warrants that it is not presently debarred, suspended, or declared ineligible for the award of contracts by any federal agency or from participating in any state or federal programs.
2. The **Authority** shall pay **CAPK** within 30 days of **Authority's** receipt of required documentation.
3. **CAPK** will not be reimbursed for costs incurred for non-eligible applicants.
4. Payment to **CAPK** is subject to the approval of funding from the City of Bakersfield and County of Kern.

VII. Indemnification

A. To the fullest extent permitted by law, **CAPK** shall indemnify, defend, and hold harmless the **Authority**, its officers, officials, employees, and volunteers from and against any and all liability, limitation, claims, damage, costs, expenses, awards, fines, judgements, and attorney fees (including without limitation, costs, attorney fees, and expert witness fees and other expenses of litigation) of every nature arising out of or in connection with **CAPK's** performance of work hereunder, or work of its agents, employees, subcontractors and/or independent contractors, or their failure to comply with any of its obligations contained in the agreement, except to the extent: (1) the claims arise out of, pertain to, or relate to the sole negligence, active negligence, or willful misconduct of indemnified parties or indemnified parties' other agents, other servants, or other independent contractors who are responsible to indemnified parties; (2) , the claim is for defects in design furnished by indemnified parties or indemnified parties' other agents, other servants, or other independent contractors who are responsible to indemnified parties; or (3) to the extent the claims do not arise out of the scope of work of **CAPK** pursuant to the contract.

VIII. Insurance

A. **CAPK** shall procure and maintain, for the duration of the Agreement, insurance against claims for, injury, loss, and damage as a result of **CAPK** actions in connection with the performance of its obligations, as required in this agreement, **CAPK** shall secure and maintain insurance as described below. **CAPK** shall be responsible for any deductibles under all required insurance policies.

CAPK shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided by **CAPK**, its agents, representatives, or employees.

B. Minimum Scope and Coverage of Insurance – Coverage shall be at least as brood as:

1. Worker's Compensation insurance as required by the state of California and Employer's Liability Insurance ($1,000,000 per accident for bodily injury or disease).
2. General Liability insurance as require by the State of California ($1,000,000 per occurrence).

C. Deductible and Self-Insured Retentions: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled

by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Housing Authority.

D. **CAPK** agrees to name the **Authority** as an additional insured entity on their certificate of liability insurance and agrees to provide a copy of such certification.

E. Verification of Coverage: **CAPK** shall furnish the **Authority** with certificates and mandatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the **Authority** or on other than **Authority** forms provided those endorsements conform to the **Authority** requirements. All certificates and endorsements are to be reviewed and approved by the **Authority** before work commences. The **Authority** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Approved by:

Jeremy T. Tobias, CEO
Community Action Partnership of Kern

_____
(Signature) (Date)

Stephen M. Pelz, Executive Director
Housing Authority of the County of Kern

_____
(Signature) (Date)

COMMUNITY ACTION PARTNERSHIP *of* KERN
BOARD OF DIRECTORS
BUDGET & FINANCE COMMITTEE MEETING
Per Governor's Executive Order N-25-20
Meeting was held via Tele-Conference
(213) 204-2374 – Conference ID: 562 987 790#
Join Microsoft Teams Meeting
September 23, 2020
12:00 pm

MEETING MINUTES

1. Call to Order

Committee Member Jonathan Mullings called the meeting to order at 12:10 PM via tele-conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. Roll Call

Roll Call was taken with a quorum present.

Present: Jonathan Mullings and Guadalupe Perez

Absent: Janea Benton and Ana Vigil

Others Present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Traco Matthews, Chief Program Officer; Lorraine Casillas, Director of Finance; Lisa McGranahan, Director of Human Resources; Pritika Ram, Director of Administration; Carmen Segovia; Director of Health & Nutrition; Freddy Hernandez, Director of Youth & Community Services; and other CAPK staff.

3. Approval of Agenda

Motion was made and seconded to approve the Budget & Finance Committee Meeting Agenda for September 23, 2020. Carried by unanimous vote (Perez/Mullings).

4. Public Forum

No one addressed the Committee.

5. Special Presentation

No special presentation.

6. New Business

a. Head Start & Early Head Start Budget to Actual Reports – ***Info Item***
    1. Kern Head Start Budget to Actual for the Period Ended August 31, 2020.
    2. Kern Early Head Start Budget to Actual for the Period Ended August 31, 2020.

3. San Joaquin Early Head Start Budget to Actual for the Period Ended August 31, 2020.
4. Early Head Start Child Care Partnerships & Expansion Budget to Actual for the Period Ended August 31, 2020.

Heather McCarley provided the Head Start Kern Budget to Actual Report for the Period Ended August 31, 2020. Six months (50.0%) of the 12-month budget period have elapsed and overall Base Fund expenditures are at 39% of budget, which is on trend to previous years. Training & Technical Assistance Funds (T&TA) are at 27% of budget and COVID CARES Funds are at 11% of budget. Non-Federal Share is at 54% of budget.

Heather McCarley provided the Early Head Start Kern Budget to Actual Report for the Period Ended August 31, 2020. Six months (50.00%) of the 12-month budget period have elapsed and overall Base Funds are at 39% of budget, T&TA expenditures are at 24% of budget. COVID Cares Funds are at 13% of budget.

Heather McCarley provided the San Joaquin Early Head Start Budget to Actual report for the Period Ended August 31, 2020. Seven months (58.33%) of the 12-month budget period have elapsed and overall Base Fund expenditures are at 52% of budget. T&TA Funds are at 29% of budget and COVID CARES Funds are at 17% of budget. Non-Federal Share is at 9% of budget.

Heather McCarley provided the Early Head Start Child Care Partnerships & Expansion Budget to Actual Report for the period ended August 31, 2020. Six months (50.00%) of the 12-month budget period have elapsed. Overall Base Fund expenditures are at 30% of budget, T&TA funds are incurred as needed and are currently at 7% of budget. COVID CARES Funds are at 0.9%. The Non-Federal Share is at 21% of budget.

b. Community Development Financial Institution (CDFI) – CSBG Allocation for Feasibility Study – Jeremy T. Tobias, Chief Executive Officer – **Action Item**

Jeremy Tobias reported that CDFI's are specialized community-based financial institutions with a primary mission to provide economic development by providing financial products and services to communities underserved by traditional financial institutions. There are 36 CDFI's in California, with one notable provider that serves the Bakersfield market and based in Fresno, CA. It is a subsidiary of our sister community action organization the Fresno EOC. To understand the current gaps and service needs in Kern County, staff is recommending conducting a feasibility study through a hired consultant. The intent of the study is to obtain a comprehensive review of the market, the area competition, and operational requirements for a non-profit lender. The estimated cost for the study would not exceed $50,000. We currently have an unexpended fund balance available in our CSBG budget. Finance is prepared to utilize that fund balance from the CSBG grant for the cost of the study. Jeremy also commented that he had conversations with Board Chair Curtis Floyd as his role on the Board of Mission Bank, and there may be an opportunity to capitalize on other studies that have been completed.

Motion was made and seconded to approve the redirecting the 2020 Community Services Block Grant (CSBG) to conduct a feasibility study for Community Development Financial Institutions (CDFI) program services in the amount of $50,000. Carried by unanimous vote (Mullings/Perez).

c. Reorganization of the Human Resources Department – Lisa McGranahan, Director of Human Resources – ***Action Item***

On behalf of Lisa McGranahan, Tracy Webster presented the reorganization of the Human Resources Department. To provide better customer service to all staff members, Human Resources is proposing to reallocate the vacant HR Technician position into a Health and Safety Supervisor. The budgetary impact of the reallocation will be zero for the 2020-2021 year.

Jonathan Mullings presented a question from Committee Chair, Janea Benton, requesting that staff clarify how the positions relate to one another. Tracy answered that the new position will be under Human Resources and will work synergistically with the current risk manager.

Guadalupe Perez asked to clarify how the current vacancy relates to the new position, and Tracy responded that this new position (health and safety supervisor) is in lieu of the old position (HR technician).

Motion was made and seconded to approve the reorganization of the Human Resources Department. Carried by unanimous vote (Perez/Mullings).

d. VITA and the State of California Franchise Tax Board: CalEITC Grant Extension – Freddy Hernandez, Director of Youth & Community Services – ***Action Item***

Freddy Hernandez reported that the Volunteer Income Tax Assistance (VITA) program has received an extension of term and funding through the California Franchise Tax Board. The term extension is in the amount of $174,000 for the period October 1, 2020 through June 30, 2021. The scope of work will deliver CalEITC services in Kern and Tulare counties.

Motion was made and seconded to authorize the extension of the VITA and the State of California Franchise Tax Board: CalEITC Grant. Carried by unanimous vote (Mullings/Perez).

e. Application for Continued Funding of Early Head Start San Joaquin – Jerry Meade, Assistant Director of Head Start/State Child Development Program – ***Action Item***

Jerry Meade reported that with the challenges of COVID-19 in mind, Head Start staff is presenting the San Joaquin goals and objectives and summary of the refunding application. The application submitted describes the program design and approach to delivery for the funding period February 2, 2021 thru January 31, 2022. Modification to the program did not significantly alter the budget. The funding levels for the 12-month period is $5,489,094 for program operations and $119,175 for training and technical assistance.

Motion was made and seconded to approve the application for Continued Funding of Early Head Start San Joaquin. Carried by unanimous vote (Mullings/Perez).

f. Reorganization of the CAPK WIC Program – Kathlyn Lujan, WIC Program Administrator – ***Action Item***

Carmen Segovia and Kathy Lujan provided a joint presentation for the proposed WIC reorganization but first clarified that Kathy's title on the agenda is incorrect. Kathy is WIC Program Manager.

WIC has experienced drastic changes that have resulted in modifying current infrastructure. WIC began training for a new software program and implemented a new WIC Card that replaced the current vouchers. Due to the new changes and the pandemic, WIC began evaluating the structure of the department. The proposal reorganizes WIC's professional staff and will increase efficiency and accurately reflect the duties and responsibilities of the positions according to WIC's standards. The reorganization also coincides with strategic goals of CAPK and provide better service to its clients. The budget impact for the year 2020-2021 is $11,814.

Guadalupe Perez questioned if WIC requires this restructure to be compatible with the grant requirements. Carmen Segovia responded that all positions meet the requirements of the grant. All WIC positions will continue to be evaluated to meet the requirements of the grant.

When asked if all the positions will be evaluated in the future, Kathy Lujan responded that professional staff and leadership staff were evaluated first, and all other positions will be evaluated in the future. In addition, all current positions will be considered and repointed with assistance from the Human Resources Department.

Motion was made and seconded to approve the reorganization of the CAPK WIC program. Carried by unanimous vote (Mullings/Perez)

g. Financial Statements, August 2020 – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster reported that the agency did not draw from the line of credit in August. The Central Kitchen expenditures are currently at 46.8% at the end of August, and the USDA revenue is at 48.5%. Expenditures are below target of 50.0% (six of 12 months). Due to COVID-19, Central Kitchen was unable to serve meals for a 3-week period until a waiver was secured from the USDA. A significant decline is expected in USDA revenue as a result and the gap will need to be picked up by Head Start funds.

CMAP has fully earned the contract for the period ending June 30, 2020. For the year starting July 1, 2020, we have earned 5.86% of the Maximum Reimbursable Amount.

Center-based state programs reflect average attendance/enrollment for the current period. The part-year calendar starts in August.

The Finance Division currently does not have a vacancy, but is seeking to fill a temporary accountant position to alleviate the increased in contracts.

The agency expenditures are currently at 34% for the year. The Indirect Fund budget to actual report for August month-end showed that revenue exceeded expenditures by $394,234 which is 29.1% of the budgeted indirect surplus. Overall expenditures are 36.4% of the budget and is less than 50.0% at month six of the 12-month budget period. Variances in the expenditures are due to lack of travel and open positions that have not been filled.

Motion was made and seconded to approve the Financial Statements for August 2020. Carried by unanimous vote (Mullings/Perez).

7. Consent

a. Application Status Reports for July and August 2020
b. Funding Request Profiles
    i. CA Natural Resource Agency for Connecting Youth to Nature & Culture program at both youth centers
    ii. USDA SNAP-Ed to provide education and support for the CAPK CalFresh Healthy Living Program
    iii. Wonderful Foundation to provide Free Farmers Markets to low-income and food insecure households

Motion was made and seconded to approve consent items 7a-7b. Carried by unanimous vote (Mullings/Perez).

8. Committee Member Comments

Jonathan Mullings complimented staff for doing a good job under difficult circumstances.

9. Next Scheduled Meeting

Budget & Finance Committee Meeting
Wednesday, October 21, 2020
12:00 PM
5005 Business Park North
Bakersfield, CA 93309

10. Adjournment

The meeting was adjourned at 12:46 PM.

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Board of Directors

From: Heather McCarley, Finance Manager

Subject: Head Start - Kern
Budget to Actual Report for the Period Ended August 31, 2020 – Info Item

Date: September 23, 2020

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year project period. The second-year budget period is March 1, 2020 through February 28, 2021.

The following are highlights of the Kern Head Start Budget to Actual Report for the period March 1, 2020 through August 31, 2020. Six months (50.0%) of the twelve-month budget period have elapsed.

Base Funds
Overall expenditures are at 39% of the budget, which is on trend with expenditures at this point in the prior budget period.

Training & Technical Assistance Funds
Overall expenditures are at 27% of the budget.

COVID Cares Funds
Overall expenditures are at 11% of the budget.

Non-Federal Share (Head Start and Early Head Start Combined)
Non-Federal share is at 54% of the budget.

Community Action Partnership of Kern
Head Start - Kern
Budget to Actual Report
Budget Period: March 1, 2020 - February 28, 2021
Report Period: March 1, 2020 - August 31, 2020
Month 6 of 12 (50.00%)

Prepared 9/14/2020

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,818,776	3,164,351	6,654,425	32%	68%
FRINGE BENEFITS	3,060,914	1,147,432	1,913,482	37%	63%
TRAVEL	0	0	0		
EQUIPMENT	0	0	0		
SUPPLIES	544,252	426,862	117,390	78%	22%
CONTRACTUAL	110,999	75,215	35,784	68%	32%
CONSTRUCTION	0	0	0		
OTHER	2,688,652	1,489,930	1,198,722	55%	45%
INDIRECT	1,561,956	630,379	931,577	40%	60%
TOTAL BASE FUNDING	**17,785,549**	**6,934,169**	**10,851,380**	**39%**	**61%**

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	45,136	2,035	43,101	5%	95%
SUPPLIES	23,986	2,183	21,803	9%	91%
CONTRACTUAL	10,005	0	10,005	0%	100%
OTHER	82,315	38,852	43,463	47%	53%
INDIRECT	16,144	4,307	11,837	27%	73%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**177,586**	**47,377**	**130,209**	**27%**	**73%**

COVID CARES

SUPPLIES	631,304	73,365	557,939		
OTHER	420,869	45,568	375,301		
INDIRECT	105,217	11,896	93,321		
TOTAL COVID CARES	**1,157,390**	**130,829**	**1,026,561**	**11%**	**89%**

GRAND TOTAL HS FEDERAL FUNDS	**19,120,525**	**7,146,927**	**11,973,598**	**37%**	**63%**

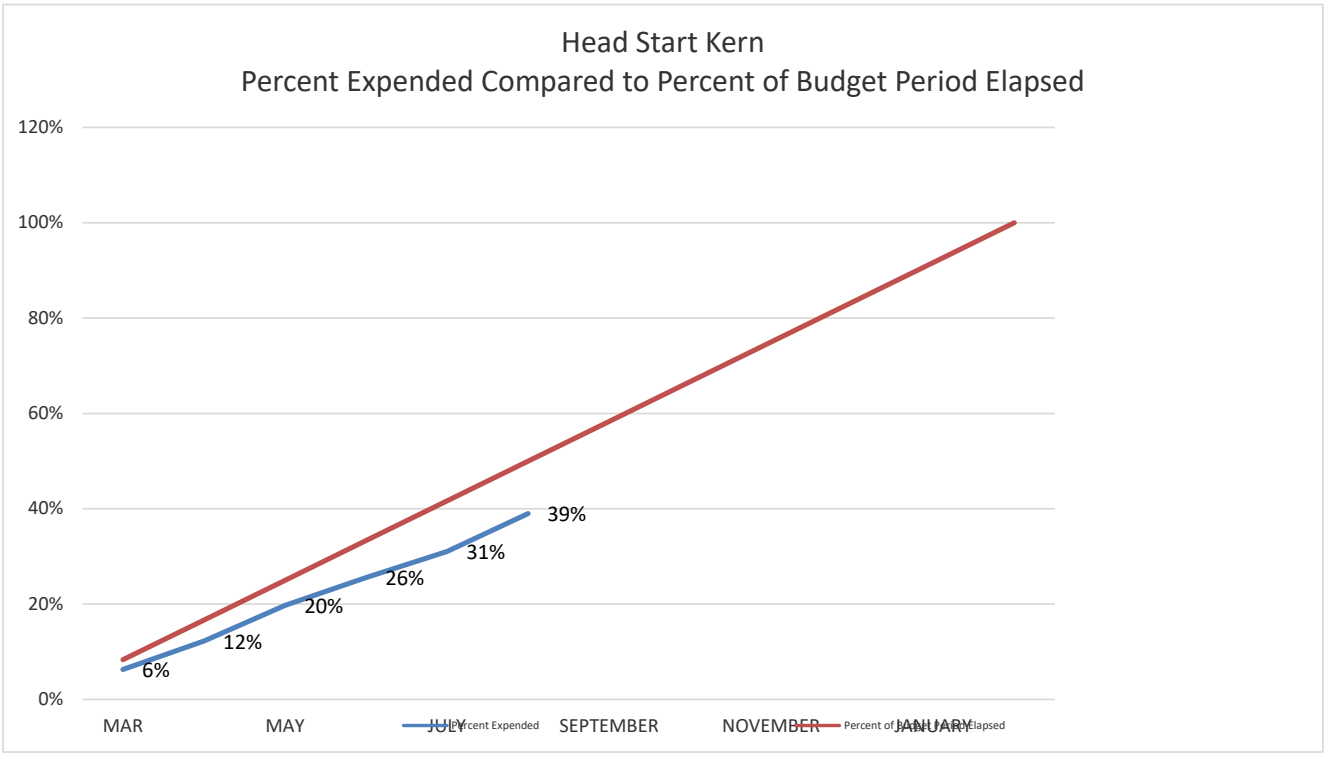
HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

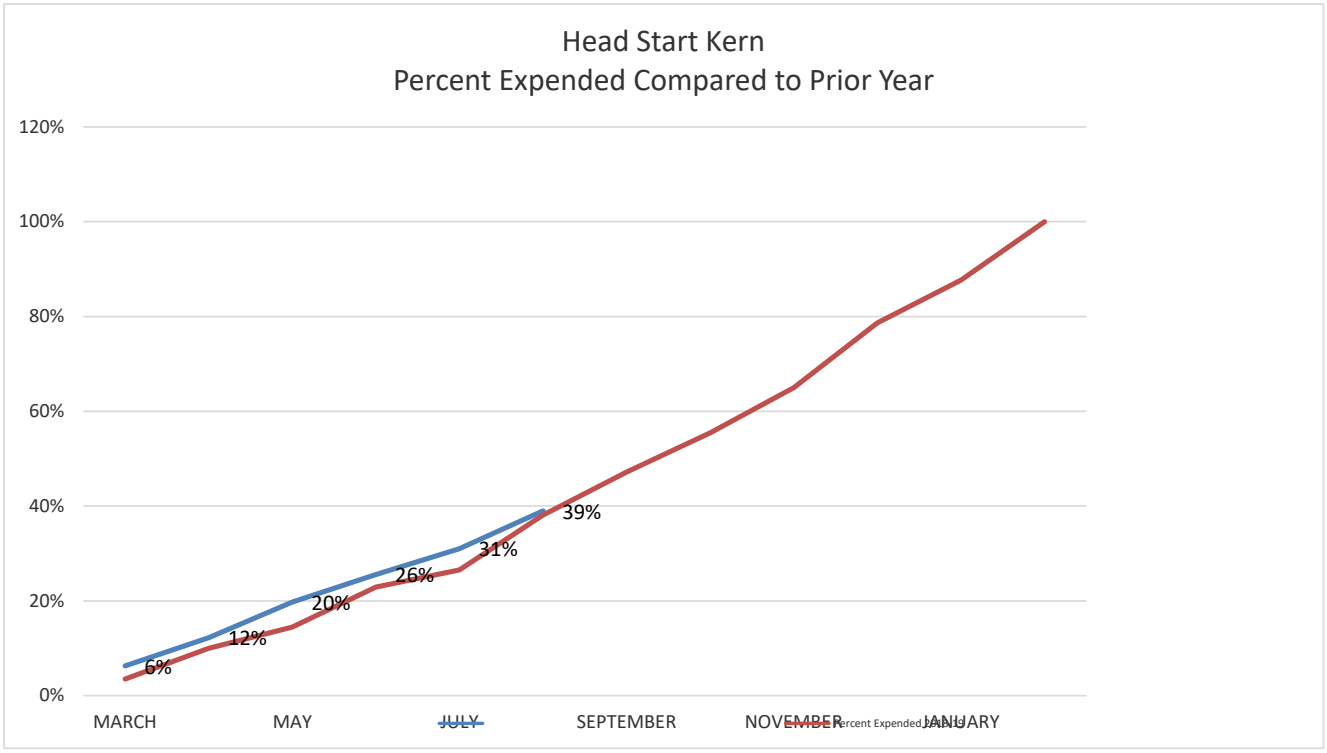
SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	134,003	1,433,635	9%	91%
CALIF DEPT OF ED	5,130,608	3,513,069	1,617,539	68%	32%
TOTAL NON-FEDERAL	**6,698,246**	**3,647,072**	**3,051,174**	**54%**	**46%**

Budget reflects Notice of Award #09CH011132-02-01
Actual expenditures include posted expenditures and estimated adjustments through 8/31/2020
Administrative Cost for HS and EHS Kern **7.2%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	16,945				**16,945**	9/1/2020
Lowe's	5,843				**5,843**	8/25/2020
Smart & Final	242				**242**	9/1/2020
Save Mart	1,368				**1,368**	9/1/2020
Chevron & Texaco Business Card	6,062				**6,062**	9/6/2020
Home Depot	8,219				**8,219**	9/4/2020
	38,678	**0**	**0**	**0**	**38,679**	


Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
6%
12%
20%
26%
31%
39%
MAR
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY
Percent Expended
Percent of Time Elapsed


Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
6%
12%
20%
26%
31%
39%
MARCH
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY
Percent Expended Prior Year

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Board of Directors

From: Heather McCarley, Finance Manager

Subject: Early Head Start – Kern
Budget to Actual Report for the Period Ended August 31, 2020 – Info Item

Date: September 23, 2020

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year project period. The second-year budget period is March 1, 2020 through February 28, 2021.

The following are highlights of the Kern Head Start Budget to Actual Report for the period March 1, 2020 through August 31, 2020. Six months (50.00%) of the twelve-month budget period have elapsed.

Base Funds
Overall expenditures are at 39% of the budget, which is on trend with expenditures at this point in the prior budget period.

Training & Technical Assistance Funds
Overall expenditures are at 24% of the budget.

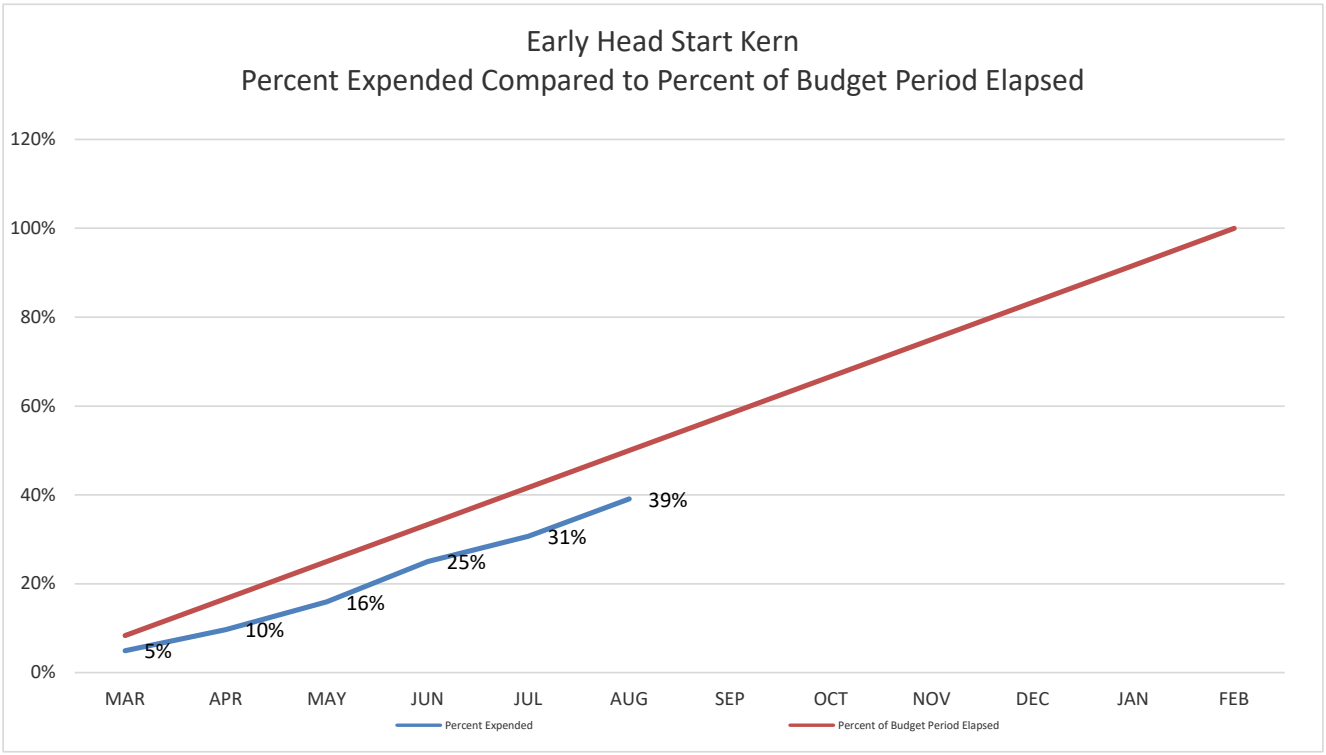
COVID Cares Funds
Overall expenditures are at 13% of the budget.

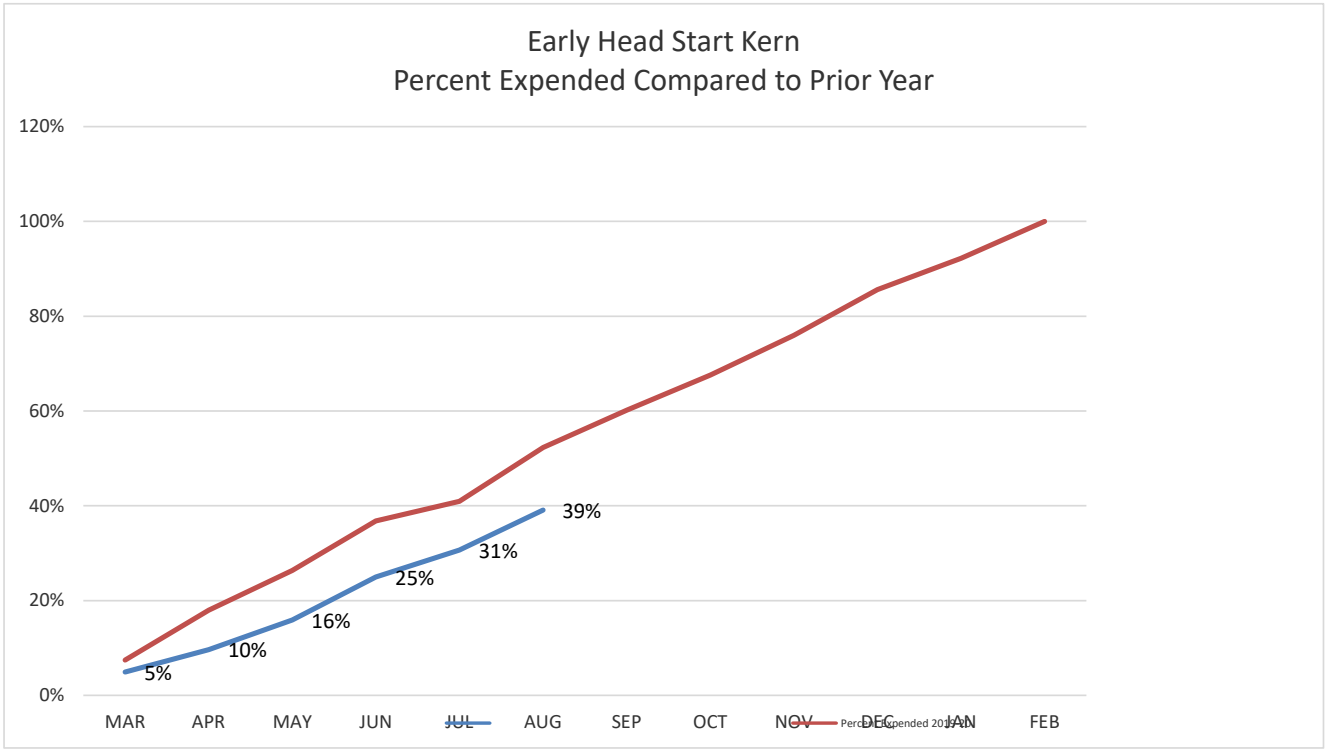
Community Action Partnership of Kern
Early Head Start - Kern
Budget to Actual Report
Budget Period: March 1, 2020 - February 28, 2021
Report Period: March 1, 2020 - August 31, 2020
Month 6 of 12 (50.00%)

Prepared 9/14/2020

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	4,462,290	1,895,985	2,566,305	42%	58%
FRINGE BENEFITS	1,659,459	539,887	1,119,572	33%	67%
TRAVEL	0	0	0		
EQUIPMENT	0	0	0		
SUPPLIES	390,472	191,400	199,072	49%	51%
CONTRACTUAL	37,099	20,861	16,238	56%	44%
CONSTRUCTION	610,998	0	610,998		
OTHER	953,456	519,685	433,771	55%	45%
INDIRECT	799,530	316,782	482,748	40%	60%
TOTAL BASE FUNDING	**8,913,304**	**3,484,599**	**5,428,705**	**39%**	**61%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	36,140	843	35,297	2%	98%
SUPPLIES	6,807	921	5,886	14%	86%
CONTRACTUAL	7,169	4,543	2,626	63%	37%
OTHER	103,144	29,966	73,178	29%	71%
INDIRECT	15,326	3,627	11,699	24%	76%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**168,586**	**39,900**	**128,686**	**24%**	**76%**
COVID CARES					
SUPPLIES	213,789	21,856	191,933	10%	90%
OTHER	142,527	23,841	118,686	17%	83%
INDIRECT	35,632	4,595	31,037		
TOTAL COVID CARES	**391,948**	**50,292**	**341,656**	**13%**	**87%**
GRAND TOTAL EHS FEDERAL FUNDS	**9,473,838**	**3,588,558**	**5,885,280**	**38%**	**62%**

Budget reflects Notice of Award #09CH011132-02-01
Actual expenditures include posted expenditures and estimated adjustments through 8/31/2020


Early Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
5%
10%
16%
25%
31%
39%
Percent Expended
Percent of Budget Period Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
5%
10%
16%
25%
31%
39%

Community Action Partnership of Kern
Head Start and Early Head Start Kern
Year-to-Date Non-Federal Share and In-Kind Report
Budget Period: March 1, 2020 through February 28, 2021
Report for period ending **August 31, 2020** (Month 6 of 12)

Percent of budget period elapsed: 50%

LOCATION	Enroll-ment	March	April	May	June	July	Aug	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	80	243	0	0	0	0	1,606	1,848	70,588	3%
Alicante	20	617	0	0	959	1,518	0	3,093	17,647	18%
Broadway	40	0	0	0	0	0	0	0	35,294	0%
California City	34	3,233	0	0	0	0	0	3,233	30,000	11%
Cleo Foran	23	0	0	0	0	0	0	0	20,294	0%
Delano	76	2,431	0	0	0	0	1,189	3,620	67,058	5%
East California	56	221	0	0	4,832	3,854	4,568	13,475	49,411	27%
Fairfax	40	4,370	0	0	0	0	544	4,914	35,294	14%
Fairview	40	291	0	0	0	0	0	291	35,294	1%
Harvey L. Hall	156	5,570	234	0	6,959	5,702	7,585	26,050	137,646	19%
Heritage	40	0	0	0	0	0	0	0	35,294	0%
Home Base	124	0	0	0	0	0	0	0	54,706	0%
Jewett	0	0	0	0	0	0	0	0	0	0%
Lamont	40	103	0	0	0	0	0	103	35,294	0%
Martha J. Morgan	44	4,024	2,384	0	2,010	1,793	3,134	13,345	38,823	34%
McFarland	20	120	0	0	0	0	0	120	17,647	1%
Mojave	20	0	0	0	0	0	0	0	17,647	0%
Oasis	57	546	0	0	0	0	0	546	50,294	1%
Pete H. Parra	128	768	0	0	3,565	4,394	4,756	13,484	112,940	12%
Planz	20	1,840	0	0	0	0	0	1,840	17,647	10%
Primeros Pasos	80	533	0	0	2,714	1,393	2,234	6,873	70,588	10%
Rosamond	80	0	0	0	0	0	0	0	70,588	0%
San Diego Street	40	131	0	0	2,079	2,876	321	5,408	35,294	15%
Seibert	40	0	0	0	0	0	0	0	35,294	0%
Shafter	20	0	0	0	1,432	954	2,568	4,954	17,647	28%
Shafter HS/EHS	26	0	0	0	0	0	1,678	1,678	22,941	7%
Sterling	124	4,465	131	0	7,666	2,609	3,164	18,035	109,411	16%
Sunrise Villa	20	86	0	0	0	0	842	927	17,647	5%
Taft	66	3,038	0	0	0	0	262	3,300	58,235	6%
Tehachapi	34	309	0	0	0	0	1,047	1,356	30,000	5%
Vineland	20	1,193	0	0	0	0	238	1,431	17,647	8%
Virginia	40	0	0	0	0	0	2,936	2,936	35,294	8%
Wesley	60	0	0	0	0	0	0	0	52,941	0%
Willow	55	0	0	0	0	0	923	923	48,529	2%
Administrative Services		0	0	0	0	0	0	0	0	NA
Program Services		221	0	0	0	0	0	221	66,765	0%
SUBTOTAL IN-KIND	**1,763**	**34,352**	**2,749**	**0**	**32,216**	**25,092**	**39,593**	**134,003**	**1,567,638**	**9%**
State General Child Care*		272,771	247,499	213,702	247,499	108,858	111,141	1,201,470	1,871,571	64%
State Preschool*		543,194	529,058	456,933	529,088	58,501	78,791	2,195,564	3,074,165	71%
State Migrant Child Care*		16,596	28,139	25,612	28,139	9,664	7,886	116,035	184,872	63%
SUBTOTAL CA DEPT of ED		**832,561**	**804,695**	**696,248**	**804,725**	**177,022**	**197,818**	**3,513,069**	**5,130,608**	**68%**
GRAND TOTAL		**866,913**	**807,444**	**696,248**	**836,941**	**202,114**	**237,411**	**3,647,072**	**6,698,246**	**54%**

*May include estimates

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee



From: Heather McCarley, Finance Manager

Subject: Early Head Start – San Joaquin
Budget to Actual Report for the Period Ended August 31, 2020 – Info Item

Date: September 23, 2020

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period February 1, 2020 through August 31, 2020. Seven months (58.33%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 52% of the budget, which is on trend compared to last year at this time.

Training & Technical Assistance Funds
Overall expenditures are at 29% of the budget. The combined personnel and fringe benefits expenses are at 38% of the budget.

COVID Cares
Overall expenditures are at 17% of the budget.

Non-Federal Share
Non-Federal share is at 9% of the budget.

Community Action Partnership of Kern

Early Head Start - San Joaquin County

Budget to Actual Report

Budget Period: February 1, 2020 - January 31, 2021

Report Period: February 1, 2020 - August 31, 2020

Month 7 of 12 (58.33%)

Prepared 9/10/2020

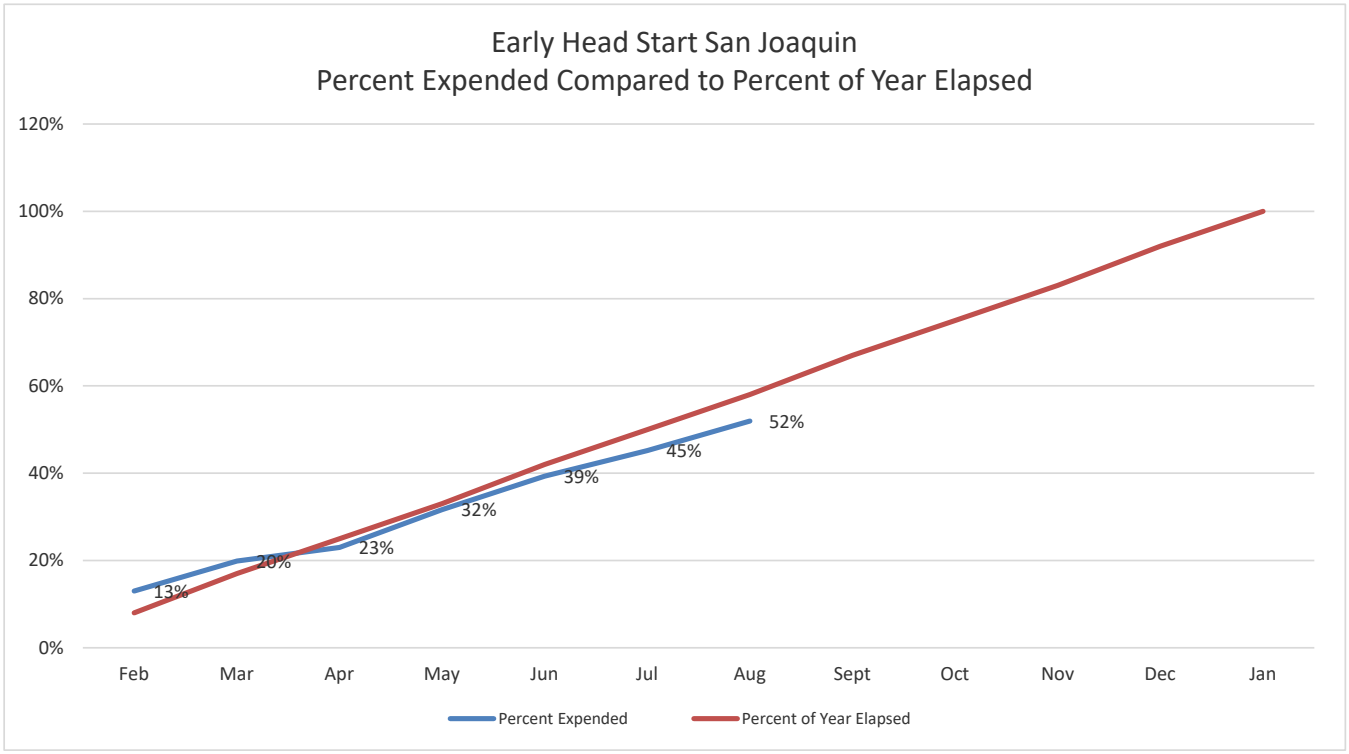
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,173,727	1,725,489	1,448,238	54%	46%
FRINGE BENEFITS	959,615	471,854	487,761	49%	51%
TRAVEL	0	0	0	#DIV/0!	#DIV/0!
SUPPLIES	125,025	123,631	1,394	99%	1%
CONTRACTUAL	10,600	8,773	1,827	83%	17%
OTHER	741,956	274,464	467,492	37%	63%
INDIRECT	478,171	247,275	230,896	52%	48%
TOTAL	**5,489,094**	**2,851,486**	**2,637,608**	**52%**	**48%**
TRAINING & TECHNICAL ASSISTANCE FUNDS					
PERSONNEL	21,912	9,675	12,237	44%	56%
FRINGE BENEFITS	13,758	4,338	9,420	32%	68%
TRAVEL	18,226	0	18,226	0%	100%
SUPPLIES	6,815	469	6,346	7%	93%
CONTRACTUAL	3,845	0	3,845	0%	100%
OTHER	43,785	16,945	26,840	39%	61%
INDIRECT	10,834	3,143	7,691	29%	71%
TOTAL	**119,175**	**34,570**	**84,605**	**29%**	**71%**
COVID CARES					
SUPPLIES	187,546	39,927	147,619	21%	79%
OTHER	62,515	3,335	59,180	5%	95%
INDIRECT	25,006	4,061	20,945	16%	84%
TOTAL	**275,067**	**47,323**	**227,744**	**17%**	**83%**
GRAND TOTAL EHS FEDERAL FUNDS	**5,883,336**	**2,933,379**	**2,949,957**	**50%**	**50%**

NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,347,082	120,181	1,226,901	9%	91%
TOTAL NON-FEDERAL FUNDS	**1,347,082**	**120,181**	**1,226,901**	**9%**	**91%**

Centralized Administrative Cost	8.2%
Program Administrative Cost	4.1%
Total Administrative Cost	**12.4%**

Budget reflects Notice of Award #09CH011406-01-01

Actual expenditures include posted expenditures and estimated adjustments through 8/31/2020


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Feb
Mar
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May
Jun
Jul
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Sept
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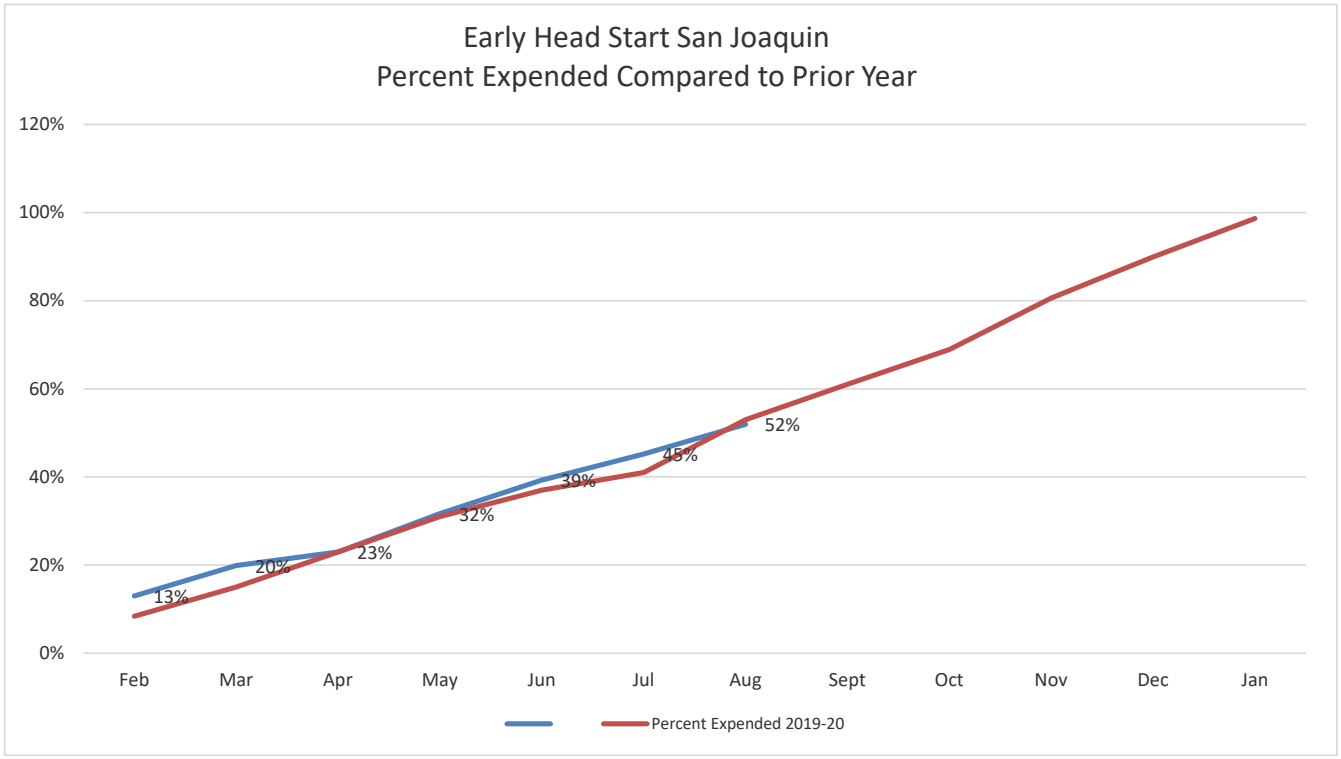
Nov
Dec
Jan
13%
20%
23%
32%
39%
45%
52%
Percent Expended
Percent of Year Elapsed


Early Head Start San Joaquin
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
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13%
20%
23%
32%
39%
45%
52%
Percent Expended 2019-20

Community Action Partnership of Kern
San Joaquin Early Head Start
Non-Federal Share and In-Kind Year-to-Date Report
Budget Period: February 1, 2020 through January 31, 2021
Report for period ending August **31, 2020** (Month 7 of 12)

Percent of budget period elapsed: 58%

LOCATION	FUNDED ENROLL-MENT	Feb	March	April	May	June	July	Aug	YTD Totals	IN-KIND GOAL	% OF GOAL MET
California Street	24	7,823	0	0	0	0	0	0	7,823	124,545	6%
Chrisman	30	11,922	3,469	3,090	1,567	1,845	3,316	0	25,210	155,682	16%
Kennedy	16	83	1,665	1,413	1,521	1,812	1,100	0	7,595	83,030	9%
Lodi Home Base	35	44	263	0	0	0	8,054	290	8,651	90,814	10%
Lodi UCC	30	100	1,200	171	177	171	4,827	0	6,646	155,682	4%
Manteca Home Base	12	0	394	537	551	533	4,412	0	6,427	31,136	21%
Marci Massei	24	9,019	0	0	0	0	3,595	3,898	16,512	124,545	13%
St. Mary's	16	183	0	0	0	0	2,695	0	2,878	83,030	3%
Stockton Home Base	90	133	2,322	1,803	2,128	1,770	10,150	0	18,306	233,523	8%
Tracy Home Base	12	0	0	0	0	0	0	0	0	31,136	0%
Walnut	24	10,479	1,824	980	1,928	1,971	1,837	1,071	20,089	124,545	16%
Administrative Services		0	0	0	0	0	0	0	0	0	
Program Services		0	0	0	0	0	0	0	0	108,412	0%
Policy Council		0	0	0	0	0	0	0	0	1,000	0%
SUBTOTAL IN-KIND	**313**	**39,786**	**11,137**	**7,994**	**7,873**	**8,103**	**39,987**	**5,259**	**120,138**	**1,347,082**	**9%**

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Board of Directors



From: Heather McCarley, Finance Manager

Subject: Early Head Start Child Care Partnerships + Expansion
Budget to Actual Report for the Period Ended August 31, 2020 – Info Item

Date: September 23, 2020

The following are highlights of the Early Head Start Child Care Partnerships & Expansion Budget to Actual Report for the period March 1, 2020 through August 31, 2020. Six months (50.00%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 30% of the budget.

Training & Technical Assistance (T&TA)
Overall expenditures are at 7% of the budget.

COVID Cares
Overall expenditures are at 0.9% of the budget

Non-Federal Share
Non-Federal share is at 21% of the budget.

Community Action Partnership of Kern
Early Head Start Child Care Partnerships + Expansion
Budget to Actual Report
Budget Period: March 1, 2020 - February 28, 2021
Report Period: March 1, 2020 - August 31, 2020
Month 6 of 12 (50.00%)

Prepared 9/14/2020

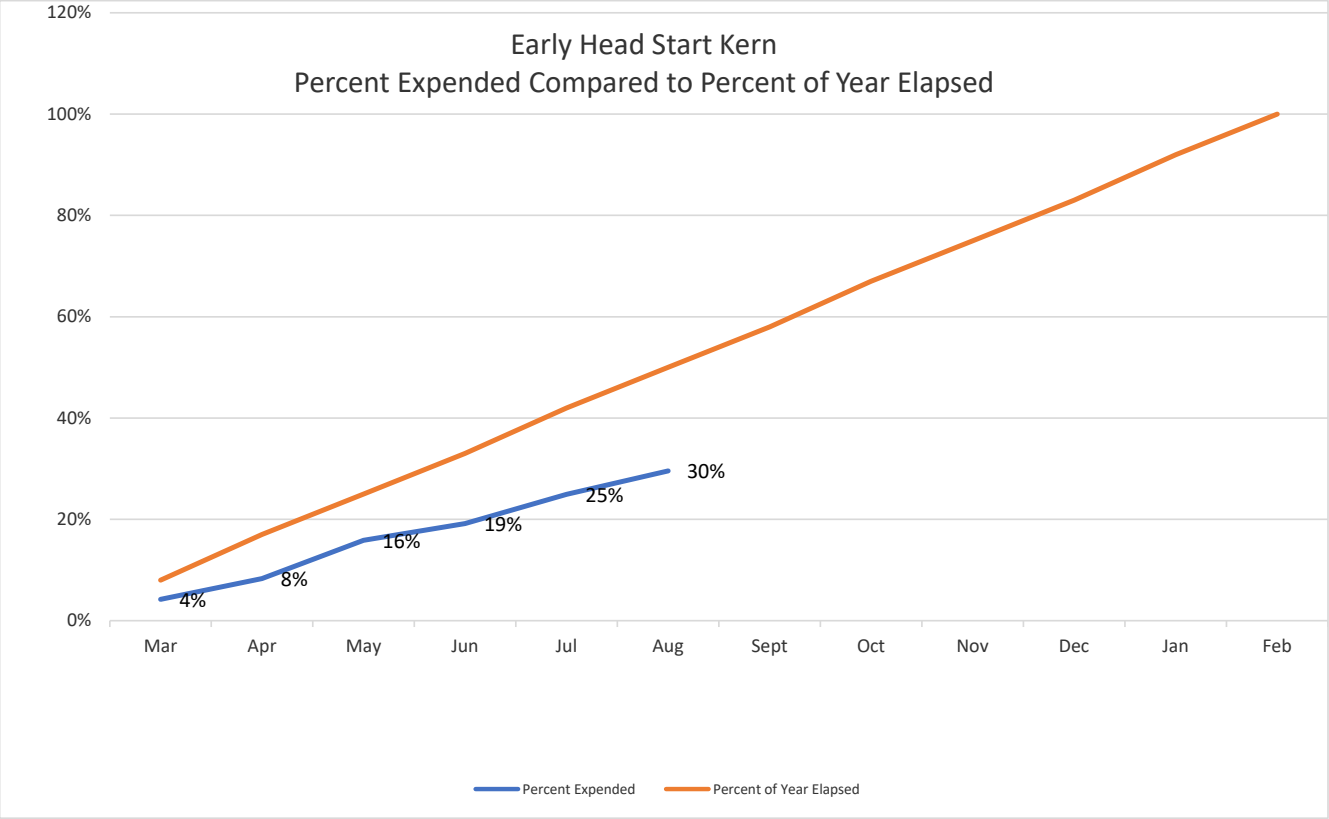
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	704,216	194,817	509,399	28%	72%
FRINGE BENEFITS	208,046	37,616	170,430	18%	82%
SUPPLIES	28,175	16,055	12,120	57%	43%
CONTRACTUAL	1,009,556	277,529	732,027	27%	73%
OTHER	143,707	94,963	48,744	66%	34%
INDIRECT	203,138	58,100	145,038	29%	71%
TOTAL BASE FUNDING	**2,296,838**	**679,081**	**1,617,757**	**30%**	**70%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	5,294	0	5,294	0%	100%
SUPPLIES	16,391	58	16,333	0%	100%
OTHER	29,393	560	28,833	2%	98%
INDIRECT	5,107	337	4,770	7%	93%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**56,185**	**3,706**	**52,479**	**7%**	**93%**
COVID CARES					
SUPPLIES	91,077	881	90,196	1%	99%
OTHER	30,359	206	30,153	1%	99%
INDIRECT	12,143	109	12,034	1%	99%
TOTAL COVID	**133,579**	**1,195**	**132,384**	**0.9%**	**99%**
GRAND TOTAL EHS FEDERAL FUNDS	**2,486,602**	**702,420**	**1,784,182**	**28%**	**72%**

NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	124,279	463,977	21%	79%
TOTAL NON-FEDERAL	**588,256**	**124,279**	**463,977**	**21%**	**79%**

Budget reflects Notice of Award **#09HP000163-02-01**

Actual expenditures include posted expenditures and estimated adjustments through 8/31/2020


Early Head Start Kern
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Mar
Apr
May
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Jul
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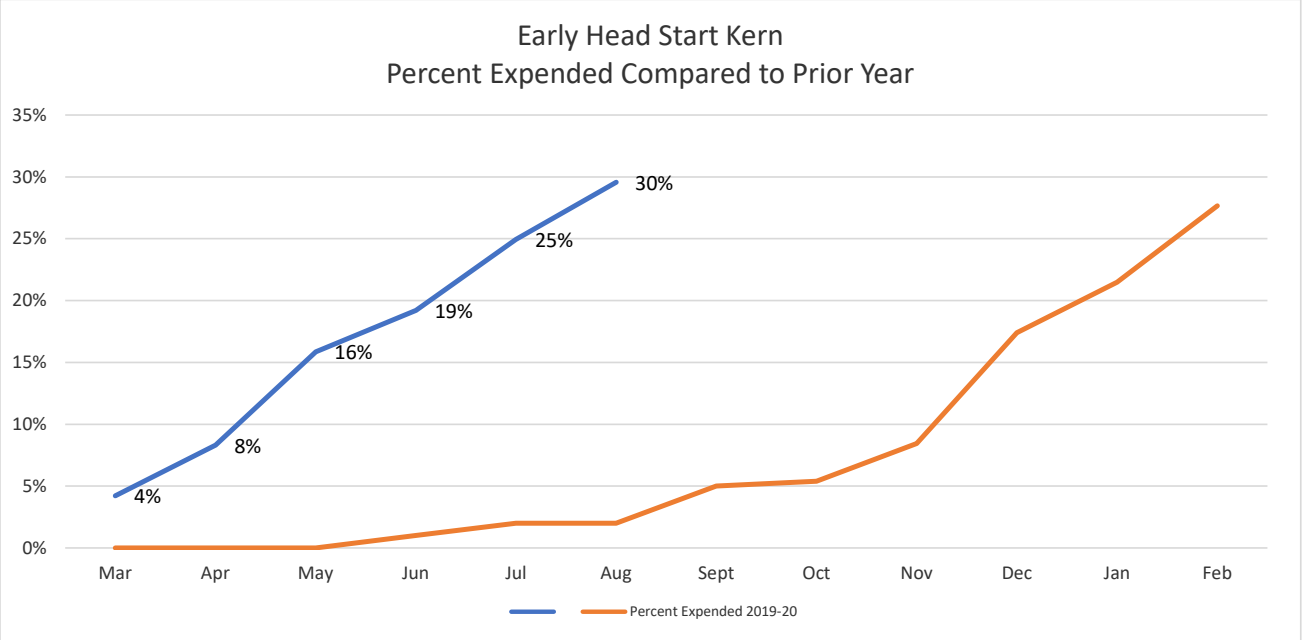
Sept
Oct
Nov
Dec
Jan
Feb
4%
8%
16%
19%
25%
30%
Percent Expended
Percent of Year Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
35%
30%
25%
20%
15%
10%
5%
0%
Mar
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Aug
Sept
Oct
Nov
Dec
Jan
Feb
4%
8%
16%
19%
25%
30%
Percent Expended 2019-20

MEMORANDUM

To: Budget and Finance Committee

From: Jeremy T. Tobias, Chief Executive Officer

Date: September 23, 2020

Subject: *Agenda Item 6b*: Community Development Financial Institution (CDFI) – CSBG Allocation for Feasibility Study - Jeremy T. Tobias, Chief Executive Officer – **Action Item**

With partnerships with the California Community Economic Development Association (CCEDA) and frequent updates from the National Community Action Office under the Community Economic Development Division, CAPK stays connected to community economic development services as it relates to Community Development Financial Institutions (CDFIs) or other financial empowerment programs.

CDFIs are specialized community-based financial institutions with a primary mission to promote economic development by providing financial products and services to people and communities underserved by traditional financial institutions. It takes a market-based approach to supporting economically disadvantaged communities. CDFIs include community development banks and credit unions, and non-regulated institutions, such as non-profit loan funds or venture capital funds. Through unique programs and tailored resources that leverage federal dollars with private capital, the programs design supports creating jobs, building businesses, and revitalizing neighborhoods. Program areas include the following types of services under the CDFI umbrella[1]:

- Bank Enterprise Award Program. The BEA Program provides awards to FDIC-insured institutions for eligible investments.
- CDFI Bond Guarantee Program. The CDFI Bond Guarantee Program is a source of long-term, patient capital for CDFIs.
- CDFI Program. The CDFI Program provides Financial and Technical Assistance awards to CDFIs.
- Capacity Building Initiative. The Capacity Building Initiative is a source of training and technical assistance for CDFIs.
- Capital Magnet Fund. The Capital Magnet Fund encourages the development of affordable housing in low-income communities.

[1] Community Development Financial Institutions Fund (the CDFI Fund) https://www.cdfifund.gov/programs-training/Programs/Pages/default.aspx

- Native Initiatives. The Native Initiatives provides awards, training, and technical assistance to CDFIs serving Native Communities.
- New Markets Tax Credit Program. The New Markets Tax Credit encourages economic and community development in low-income communities.

According to the Opportunity Finance Network, there are thirty-six (36) CDFI's in California, with one provider based in Fresno, CA that also services Kern County, Access Plus Capital, formerly known as the Fresno Community Development Financial Institution, a Loan Fund that was established in 2008. Access Plus Capital lends funds to low-income entrepreneurs to start, strengthen, and expand their businesses. Access Plus Capital (dba Fresno CDFI) is a subsidiary of our sister community action organization, Fresno Economic Opportunities Commission (Fresno EOC). Self-Help Enterprises provides services in Kern County and is a related agency under community economic development, including home building, home ownership, and energy services.

Based on the program services offered under the CDFI scope and the intent to assist communities we serve as CAPK, it seems reasonable to take a step forward and learn about the current CDFI needs and gaps in Kern County. To ensure we are approaching this in a meaningful way, staff recommend conducting a feasibility study through a hired consultant. The intent of the study will be to provide a comprehensive lens at the Kern County market, the area competition, and the operational requirements for a non-profit lender and CDFI, as well as a roadmap for establishing a CDFI that might originate home improvement, new market tax credits, small business and energy efficiency loans.

In discussions with the Finance team, there appears to be an unexpended fund balance through the 2020 Community Services Block Grant (CSBG). Based on early discussions and proposals, we anticipate the cost of the study to be an estimated $50,000 and this will require a bid process to solicit proposals. If approved, staff anticipates beginning the study in December 2020.

Recommendation:

Staff recommend the Budget and Finance Committee approve redirecting the 2020 Community Services Block Grant (CSBG) to conduct a feasibility study for Community Development Financial Institutions (CDFI) program services in the amount of $50,000.

MEMORANDUM

To: Budget & Finance Committee

From: Lisa McGranahan, Director of Human Resources

Date: September 23, 2020

Subject: *Agenda Item 6c*: Reorganization of Human Resources Department – **Action Item**

Summary Background:

After much consideration to the ideal structure in the Human Resources Division, and to provide the best service to all of CAPK employees, I am proposing the following restructure to the department as well as a conversion of one position.

Currently, CAPK has only one Risk Management employee to oversee the entire scope of Risk Management duties for the agency. This has stretched that one supervisor to manage a case load too large in both scope and in geographical area to be as impactful to the needs of our staff. The Human Resource department currently has a vacant HR Technician position. In consideration to both the needs of the department and the needs of CAPK overall, we are proposing that Human Resources re-allocate that vacant technician role into a Health and Safety Supervisor.

- Human Resources Technician: The general duties of this role include clerical support, filing, answering phones, data entry, expense document preparation, applicant screening, supply orders, and more. This hourly position is currently rated as a Grade 6 with a pay range of $16.43 - $22.24. The department currently has two similar positions to this currently occupied.

- Health and Safety Supervisor: The general duties of this role include management of Worker's Compensation claims, Interactive Process engagement, safety training, accident investigation, creation and maintenance of the IIPP (Illness and Injury Prevention Program), property damage, survey of worksites and hazardous conditions, liability claims, and more. This exempt position is currently rated as a Grade 9 with a pay range of $21.98- $33.00.

Proposal:

- Reallocate the Human Resources Technician Role: The department would reallocate this position and would no longer occupy a slot in the Human Resources organizational structure. The annual salary expenditure for this role, if filled at the mid-range level would be $40,216.80.

- New Health and Safety Supervisor Role: The department would add this role to the current organizational structure and thus, create a vacant position at a Grade 10. The annual expenditure for this role, if filled at the mid-range level, would be $65,748.80.

The budgetary impact from the reallocation of the Human Resources Technician position to the Health and Safety Supervisor position is zero for the 2020-2021 budget due to salary savings achieved by the vacancy in the Human Resources Technician role for several months.

Recommendation:

Staff recommends approval of the removal of the Human Resources Technician role and the addition of the Health and Safety Supervisor role to the Human Resource organizational chart.

Attachments:

Health and Safety Supervisor Job Description
Current Human Resources Organizational Chart
Proposed Human Resources Organizational Chart

Health and Safety Supervisor

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

Salary Range: Grade 10 **FLSA Status:** Exempt **Date Approved:**

SUMMARY:
Under direction of the Human Resources Administrator, the Health and Safety Supervisor will plan, organize and manage the compliance programs that include inventorying, assessing, controlling and monitoring significant HR and employment-related risks. Analyze, develop and recommend safety procedures and programs to include workers' compensation, accident investigation, benefit administration, and related activities. Supervise and evaluate the work of staff in benefits and other employment-related risks.

SUPERVISION RECEIVED:
Receives direct supervision from the Human Resources Administrator

SUPERVISION EXERCISED:
Benefits Specialist, Human Resources Benefits Technician

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

A. Essential Job Specific Duties:
1. Assist in the implementation, maintenance and compliance of the Agency-wide Safety Program and Workers' Compensation program, including updates to the Written Injury and Illness Prevention Program (IIPP).
2. Consult with legal and HR policy, process, business, and system owners to ensure that sound protocols are in place to mitigate employment contingencies.
3. Monitor known and emerging risks, measure internal control effectiveness, and develop action items to remediate identified risk issues.
4. Develop deep subject matter expertise.
5. Consult on the development of business requirements for new system implementations and enhancements.
6. Draft written narratives to communicate obligations, risk analyses, and recommendations to business leaders.
7. Respond clearly and precisely to questions about compliance obligations and troubleshoot issues.
8. Manage other HR risk and compliance related projects as needs arise.
9. Monitor, investigate, and analyze accidents, accident reports, and safety hazards to initiate corrective action and eliminate unsafe areas and/or acts and make recommendations for preventative action ensuring proper procedures are followed and paperwork completed.
10. Develop procedures to maintain complete and current statistics on loss and accident frequency to include OSHA 300A Log, severity and costs.
11. Develop procedures to protect and minimize exposure to general and workers' compensation liability risks.
12. Assist in developing safety education and training programs, including training sessions for employees on safety, risk management and loss prevention and monitor for effectiveness.

13. Assist departments in the implementation of and compliance with the California Occupational Safety and Health Act.
14. Maintain effective working relationships with the Agency's workers' compensation carrier, insurance broker, and employees to support related safety and workers' compensation activities.
15. Collect data and maintain accurate files and comprehensive reports to include federal and state reports, and special projects required by the Director of Human Resources.
16. Ensures compliance with the Family Medical Leave Act (FMLA) and Americans with Disability Act (ADA), works with supervisors and employees to understand regulations.
17. Works with the Benefits Specialist and HR Benefit Technician in conducting ADA Interactive Process Meetings.

B. Other Job Specific Duties:

1. Conduct and attend meetings, trainings and professional growth activities, as required.
2. Work alternative hours as required, including nights and weekends.
3. Travel to CAPK locations
4. Perform any other like duties as assigned

MINIMUM QUALIFICATIONS:

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

Knowledge of:

Agency policies and procedures.
Applicable federal, state, and local laws, codes, and regulations.
Departmental policies and procedures.
Current problems of socially and economically challenged families.
Modern office procedures and equipment, including computers.
Word processing and other related software applications.

Ability to:

Plan and implement developmentally appropriate routines, activities, and experiences.
Plan, organize, and allocate resources.
Work independently.
Ability to work in an ambiguous environment and drive forward results.
Problem solver, able to troubleshoot issues independently or escalate when necessary; sense of accountability and sound professional judgment.
Proven analytical capabilities; experience with large amounts of data and in developing audit reports, metrics, and reporting mechanisms.
Experience building and maintaining programs across multiple areas of compliance requirements.
Experience managing HR projects and developing HR policies.
Excellent written and verbal communication skills.
Prepare clear and concise reports.
Exercise sound, independent judgment within general policy guidelines.
Provide guidance and interpret and explain policies and procedures.
Analyze problems and identify alternative solutions.
Communicate effectively, verbally and in writing.
Work with accuracy and attention to detail.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with employees and management.

Ability to maintain a high level of confidentiality.

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

- Bachelor's degree from an accredited university in public administration, business administration, human resources, or an equivalent combination of education and experience.
- 4+ years of experience in an HR, compliance, or risk management role.

PREFERRED QUALIFICATIONS:
- 5+ years of experience in an HR, compliance, or risk management role with a focus on policy/program development, background check programs etc.
- 2+ years of regulatory HR compliance experience in medical or similar/related fields
- Experience in implementing job safety programs and/or reducing on-the-job injuries

OTHER REQUIRMENTS:
- Must be fingerprinted and have records filed with the State Department of Social Services, Community Care Licensing.
- Completion of a physical and substance abuse screening upon offer of employment.
- Must possess a valid California driver's license with an acceptable driving record, substantiated by a DMV printout, and adequate auto insurance coverage.
- Successful completion TB screening upon employment and annually thereafter.
- Bilingual language fluency (English/Spanish) desirable.

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

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

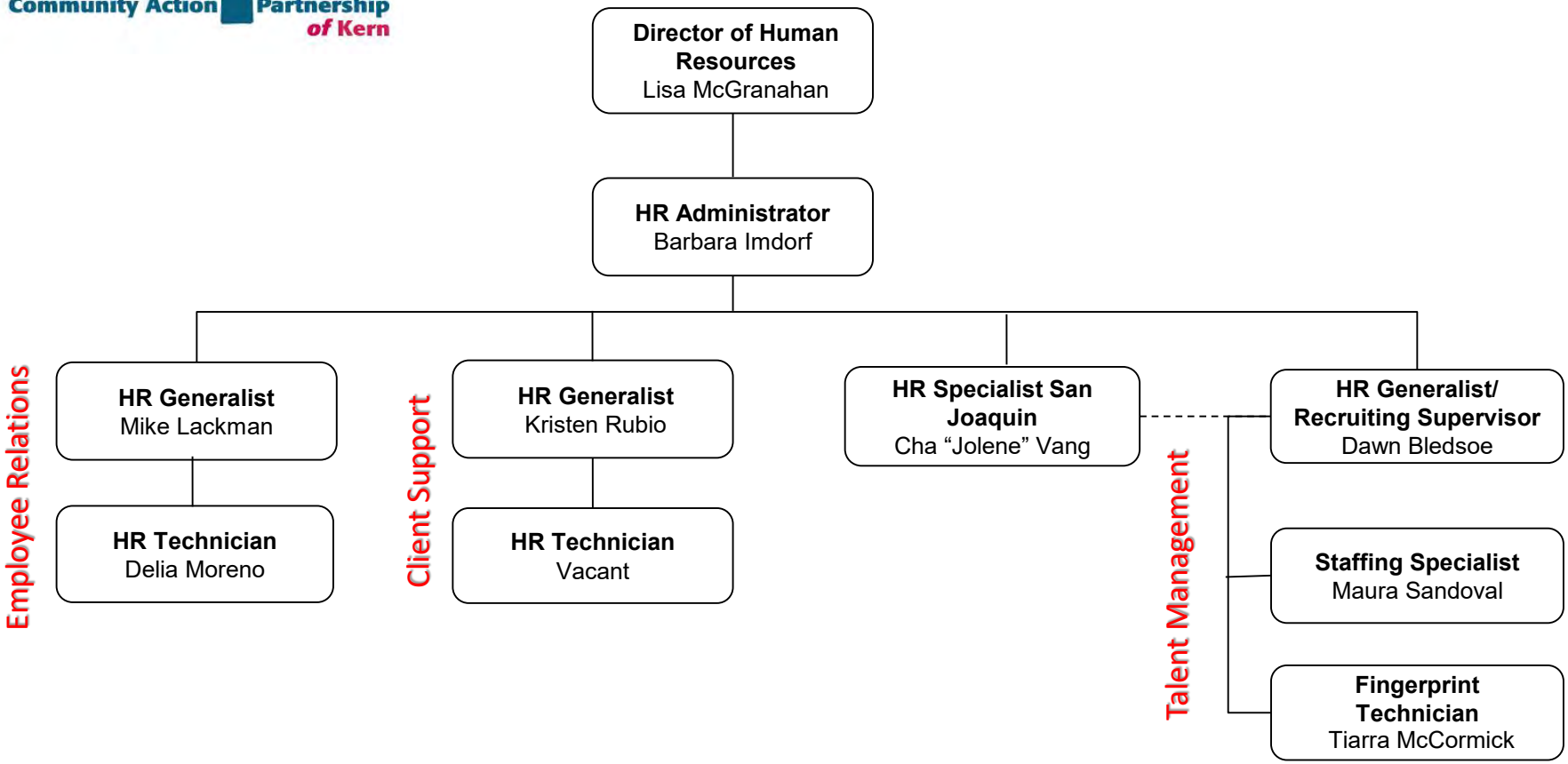
ESSENTIAL PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE Risk Management Supervisor			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	

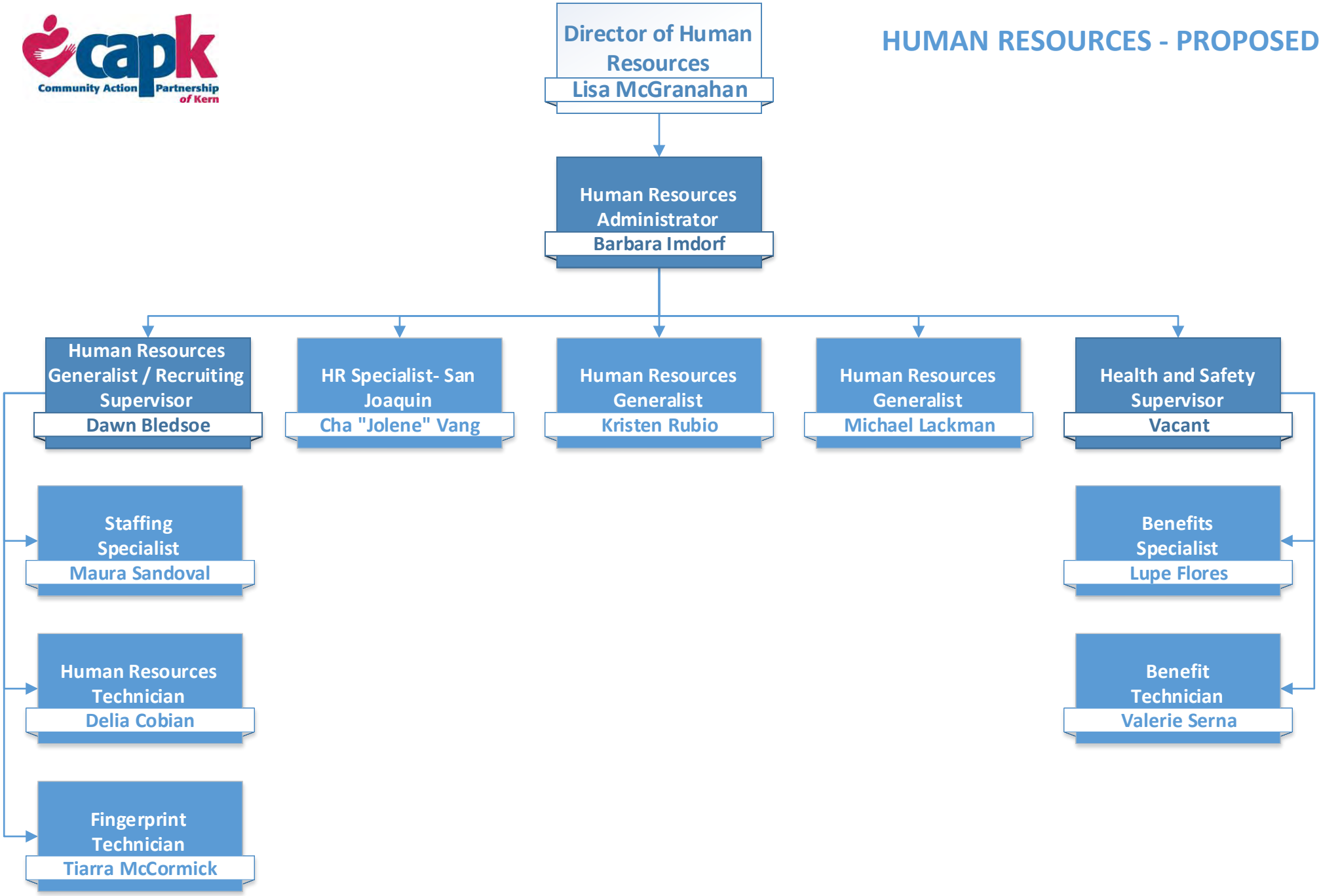
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing &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

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

Human Resources - Current



HUMAN RESOURCES - PROPOSED



Revised 8-20

MEMORANDUM

To: Budget & Finance Committee

From: Freddy Hernandez, Director of Youth & Community Services

Date: September 23, 2020

Subject: *Agenda Item 6c*: VITA and the State of California Franchise Tax Board: CalEITC Grant Extension – **Action Item**

The Volunteer Income Tax Assistance (VITA) program has received an extension of term and funding through the California Franchise Tax Board (FTB), in partnership with the Department of Community Services and Development (CSD), for the 2020 – 2021 grant year. On September 2, 2020, we were notified of the term extension in the amount of $174,000.00, for the period October 1, 2020 to June 30, 2021. Bringing our grant total to over a three year period to $348,000.00.

The general scope of work consists of delivering California Earned Income Tax Credit (CalEITC) education and outreach activities designed to increase awareness to both the Federal and State earned income tax credits and free tax preparation assistance programs in target areas, which is target area 10: Kern and Tulare Counties. It is similar to the 2019 -2020 contract agreement. We are currently in the process of renegotiating an agreement with Community Services Employee Training, Inc (CSET) based in Tulare, CA for the 2020 – 2021 grant year.

Recommendation:

Staff recommend the Budget and Finance Committee to approve the CSD CalEITC education and outreach contract and authorizes the Chief Executive Officer to execute the contract.

Attachment:
CalEITC Contract #19T-9011

DocuSign Envelope ID: A5B464AC-B61B-4A11-8614-7156E4BBDCA8

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
ACTING DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The California State Budget Act of 2020-2021 appropriated $5 million to the Franchise Tax Board (FTB) for education and outreach efforts for the California Earned Income Tax Credit (CalEITC). In partnership with FTB, the Department of Community Services and Development (CSD) will continue to administer the 2020-2021 appropriation through the established CalEITC Education and Outreach (E&O) grantees.

CSD released an initial contract amendment for the CalEITC E&O contracts on June 12, 2020, which included a term extension through June 30, 2021. Enclosed is your 2019 CalEITC E&O second contract amendment which includes the addition of the 2020-2021 appropriation. These funds must be fully expended by June 30, 2021.

When completing your budget forms (CSD 171A and CSD 171B), please use the amount referenced on the attached face sheet. To ensure that your organization may begin E&O activities on October 1, 2020, please ensure that all required documents outlined in the attached contract checklist are returned to CSD by no later than Friday, September 18, 2020.

Please be advised that prior to reimbursement of expenditures, all program documents must be received and approved by CSD. Refer to Part I, Article 3, Section 3.1, Paragraph D, *Contract Elements Integral to Agreement and Enforcement Conditions,* for program requirements. Upon approval, your Agency will receive notification from CSD via email stating the documents are approved and the contract is complete.

To provide guidance on the contract elements and to aid in the completion of the required forms, a **mandatory** contract webinar will be held in mid-September 2020. Please ensure a representative from your organization participates in the webinar – preferably program staff responsible for overseeing day-to-day activities and fiscal staff responsible for contract expenditures. The webinar registration link will be forthcoming.

If you have any questions, please contact Tricia Conti Luetke at (916) 576-5291 or Tricia.ContiLuetke@csd.ca.gov.

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CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Acting Director

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California Department of Community Services and Development (CSD)
2019 CalEITC Education and Outreach Contract Amendment Checklist

General Comments and Requirements for Contract Execution:

If any corrections are necessary to this Agreement, please immediately contact your Program Representative for assistance.

Completed documents are due back to CSD by September 18, 2020

Check the boxes below to ensure items are included in the contract packet prior to return:

☐ Contractor has provided CSD with the signed contract face sheet STD 213 via DocuSign.

☐ Contractor has completed all essential contract forms, including:
- Contractor's full legal name
- Contractor's business address
- Name and title of person authorized to sign the contract amendment
- Signature of authorized person via DocuSign on face sheet with date signed

☐ Contractor has provided current Certificate of Insurance or Self-Insurance Authority Certification.

*NOTE: New proof of insurance documentation is required if current policy expires during the term of the Agreement or the amount of insurance must be increased.

Return completed contract packet by September 18, 2020 to:
California Department of Community Services and Development
Contract Services Unit
contracts2@csd.ca.gov

Programmatic Contract Requirements are due back to CSD by September 18, 2020

☐ CalEITC Education and Outreach Scope of Work (CSD 171)
☐ CalEITC Education and Outreach Budget Summary Form (CSD 171A)
☐ CalEITC Education and Outreach Budget Detail Form (CSD 171B)
☐ CalEITC Education and Outreach Timeline (CSD 171TL)
☐ CalEITC Subcontractor Information Sheet (CSD 171SI)

Return all completed programmatic contract requirements via email to your assigned Program Representative:
Tricia Conti Luetke, Tricia.ContiLuetke@csd.ca.gov

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
19T-9011	2	

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

STATE AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Community Action Partnership of Kern

2. The term of this Agreement is : October 1, 2019 through June 30, 2021

3. The maximum amount of this Agreement is: Total $348,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. The maximum amount of this Agreement payable to Contractor by the State has changed from $174,000.00 to $348,000.00, reflecting an increase of $174,000.00.

B. Articles 1, 2, 6 and 7 are deleted in its entirety and replaced with the attached Articles.

All other terms and conditions shall remain the same.

Documents can be accessed at https://providers.csd.ca.gov/.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR				**CALIFORNIA Department of General Services Use Only**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **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			☐ Exempt per _____

DocuSign Envelope ID: A5B464AC-B61B-4A11-8614-7156E4BBDCA8

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for California Earned Income Tax Credit Education and Outreach (CalEITC) in 2019 (Agreement), funded by the California Franchise Tax Board, is entered between the Department of Community Services and Development (CSD) and the Contractor named on Form STD 213, the face sheet of this document (Contractor), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

A. Contractor shall use funding provided under this contract to deliver CalEITC Education and Outreach activities designed to increase awareness of both the federal and state earned income tax credits, the Young Child Tax Credit (YCTC) and free tax preparation assistance programs in target areas across the state.

B. Contractor shall conduct Education and Outreach activities within the assigned target area, as referenced in Article 2, Section 4, during the term of this Agreement. Education and Outreach activities must be conducted in a culturally and linguistically appropriate manner that effectively meets the needs of the target areas identified as having the highest proportion of eligible California residents not claiming the credit.

1.2 Term, Period of Performance, and Amount of Agreement

A. *Term.* The term of this Agreement shall be for the period represented on the face sheet Form STD 213.

B. *Period of Performance*. Contractor shall perform all activities under this Agreement prior to, or up to June 30, 2021, regardless of the contract term end date.

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C. *Amount.* The amount of this Agreement shall be as specified on the Form STD 213 and is subject to adjustment(s), in accordance with terms herein. Contractor shall expend the full contract amount and report and account for such expenditures no later than June 30, 2021 in accordance with the provisions of this Agreement.

D. Because Program funding is subject to the availability of adequate financial resources, budget allocations, and Contractor's performance, execution of this Agreement does not bestow on Contractor a vested interest, a guaranty of funding, or establish a right of participation in CSD's programs beyond the term of this Agreement.

1.3 Target Area Designation

Education and Outreach activities shall be performed in the Contractor's designated target area as described in Article 2, Section 4. Contractor awarded in this contract shall serve Californians that reside in Target Area 10: Kern/Tulare Counties.

1.4 Legal Authorities – Program Requirements, Standards, and Guidance

A. All activities performed under this Agreement are to be provided in accordance with all applicable state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the 2020-2021 California Budget Act.

B. *Conflict of laws.* Contractor shall comply with all the requirements, standards, and guidelines contained in the authorities listed herein, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation including Government Code §12085 et seq. or 22 Cal. Code Regs. §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply.

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1. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses (CCC 04/2017).

C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CalEITC funds, PROVIDED:

1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" and "CSD Program Advisory (CPA) No. XX-XX;"

2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

3. That such guidance shall be reasonably necessary to realize the intent and purposes of CalEITC;

4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;

5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in Article 1, Section 2, within a period of time allowing the parties to reasonably comply with any major change(s) in CalEITC requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable state law;

6. That Contractor is duly informed of the risk of contract termination based on CSD's obligation to avoid/minimize interruption of CalEITC-funded activities in any part of the state, if this Agreement terminates due to failure to agree to any necessary amendment; and,

7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in Article 1, Section 4, Subparagraph C.4 above cannot be achieved, then this contract shall be terminated, and any issues of eligible

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entity status addressed, in accordance with requirements of state law and established CSD policy and procedure.

D. The state laws, regulations and other authorities referenced in the present Article 1, Section 4 are hereby incorporated by reference into this Agreement.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 –PROGRAMMATIC REQUIREMENTS

2.1 General

A. Contractor shall perform appropriate Education and Outreach activities to ensure that eligible Californians in the target area(s) are informed about CalEITC and are aware of how to claim the credit at no cost. Objectives include:

1. Conduct Education and Outreach activities to target CalEITC eligible populations and Californians residing in areas identified as having a high percentage of unclaimed credits, especially those areas with culturally diverse hard-to-reach populations

2. Provide services with organizations that have trusted relationships in the community to implement effective Education and Outreach activities.

3. Promote and maximize awareness of the CalEITC , YCTC, and the free tax preparation assistance programs. Contractor should also provide information on the federal EITC.

4. Disseminate information to eligible populations to increase awareness of the CalEITC and the free tax preparation assistance programs in English and other languages as applicable.

5. Provide information on local, free tax filing services to target areas on how to file for California EITC at no cost.

2.2 Contractor Scope of Work and Budget

A. Contractor shall conduct Education and Outreach activities in accordance with Contractor's approved Scope of Work (CSD 171). Contractor shall also submit detailed monthly progress reports (CSD 171PR), in accordance with Article 2, Section 8.

B. Contractor shall complete and submit the CalEITC Budget forms (CSD 171A and CSD 171B), Scope of Work (CSD 171), and Timeline (CSD 171TL) referenced in Article 3, Section 1, paragraph D.2. CSD shall not reimburse expenditures until such forms are received and approved.

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C. The 2019 Notice of Funding Availability (NOFA) for California's Earned Income Tax Credit Education and Outreach grant, corresponding appendices, and Contractor application, are hereby incorporated by reference into this Agreement. If any parts of the NOFA are inconsistent with this Agreement, the Agreement prevails.

2.3 Allowable Costs and Reimbursement

A. CSD shall reimburse Contractor for approved and allowable expenditures incurred by Contractor on a monthly basis.

B. Funds may not be used to supplant existing federal, state, or private funds allocated to conduct the same or similar work.

C. Funds may not be used to pay for alcoholic beverages, bad debts, charitable contributions or donations, contingency reserves, fines and penalties resulting from violations of federal, state, and local laws and regulations, fund-raising, goods and services for personal use of employees, idle facilities unless necessary due to fluctuations in workload, insurance of lives of trustees, officers or employees when Contractor is a beneficiary, lobbying costs, food, or entertainment or promotional items, such as "swag" gifts. "Swag gifts" include but are not limited to toys, pens, and clips.

2.4 Target Areas

A. CalEITC funding shall be utilized primarily to conduct Education and Outreach activities to eligible low-income Californians, as broadly defined in Article 2, Section 1. Emphasis shall be placed on the following target areas within California:

1. *Target Area 1: Statewide*. Target Area 1 Contractors will serve eligible residents statewide and provide coverage to the broadest audience reaching the largest number of eligible Californians, through Education and Outreach strategies identified on Contractor's Scope of Work (CSD 171).

2. *Target Areas 2-14: Top 13 Counties*. Contractors shall serve eligible residents living in counties identified as having the highest proportion of eligible California residents not claiming CalEITC. Contractors shall conduct Education and Outreach activities within its target area, identified in the Contractor's Scope of Work (CSD 171). Target counties are listed below:

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Target Area	Top 13 Counties
2	Los Angeles County
3	San Diego County
4	Alameda / Santa Clara Counties
5	Sacramento County
6	Riverside County
7	Orange County
8	Contra Costa / Sonoma Counties
9	San Bernardino County
10	Kern / Tulare Counties
11	Fresno County
12	San Joaquin / Stanislaus Counties
13	San Francisco / San Mateo Counties
14	Ventura / Santa Barbara Counties

3. *Target Area 15: Rural Counties*. Target Area 15 Contractors shall serve rural residents and include a variety of outreach strategies to best reach eligible individuals and families residing in rural areas as identified on Contractor's Scope of Work (CSD 171).

B. In implementing Education and Outreach activities, Contractor shall refer to the guidelines in Contractor's Scope of Work (CSD 171).

2.5 CalEITC Income Guidelines

The 2020 CalEITC income eligibility requirements established by the Legislature are administered by the Franchise Tax Board (FTB). Contractor shall target Californians according to the income eligibility requirements for the 2020 tax filing season established by FTB. CSD will notify Contractor if CalEITC income eligibility requirements change as information becomes available.

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2.6 Outreach and Messaging Activity Guidelines

A. Messaging

1. Since many CalEITC eligible individuals and families may have difficulty filing their tax returns without assistance, Contractor must include information in their Education and Outreach efforts on where no-cost tax preparation assistance is available and how to locate local free tax preparation assistance, either in-person or online. Contractor should also include information about the federal EITC and YCTC in its Education and Outreach efforts. CSD encourages Contractor to utilize the Education and Outreach collateral materials provided by FTB or CalEITC4Me.

2. All messaging delivered as a part of this effort should be culturally sensitive and customized to the population in which the Education and Outreach materials are being distributed. If appropriate, Education and Outreach should be conducted in the primary language of the targeted population.

3. Messaging must address, at a minimum, the following elements:

   a) Availability of CalEITC
   b) Availability of YCTC
   c) Availability of federal EITC
   d) Free tax preparation assistance
   e) Where to get more information: ftb.ca.gov/caleitc or CalEITC grantee websites such as http://CalEITC4Me.org.
   f) Californians who have never claimed the EITC
   g) Californians whose low income does not require them to file taxes

   It's recommended messaging also be targeted towards the following eligible populations:

   h) Families with a qualifying child younger than 6 years old as of the last day of the taxable year. Workers with incomes up to $30,000
   i) Seniors ages 65 and older
   j) Young adults ages 18-24
   k) Self-employed workers
   l) Filers who hold a valid Individual Tax Identification Number (ITIN) and have a qualifying child younger than 6 years old as of the last day of the taxable year

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4. Any advertisements, created by Contractor utilizing this funding, must be submitted to CSD for approval prior to dissemination.

B. Coordination

1. Contractor must participate in coordination calls with CSD and other Education and Outreach Contractors to ensure funding is being spent and activities are conducted in a manner that best meets the needs of each Target Area. In the event CSD awards more than one contract in a single Target Area, Contractor is required to coordinate activities on an ongoing basis with other funded contractors awarded in the same Target Area to prevent duplication of services.

2. Contractor must participate in the State Interagency Team, Reducing Poverty Workgroup meetings, as conducted by CSD, either in person or via webinar. The purpose of the meeting is to coordinate CalEITC Education and Outreach activities occurring with statewide public and private entities.

C. Success Stories

Contractor shall collect success stories documenting how CalEITC Education and Outreach activities and free tax preparation assistance referrals are benefiting and impacting the lives of those receiving the credit. Upon request, stories should be collected from individuals and families receiving the credit and documented on Contractor's CalEITC Education and Outreach Program Report (CSD 171PR).

2.7 CalEITC Outreach and Education Programmatic Activities Timeline

A. The CalEITC Education and Outreach Programmatic Activities Timeline (CSD 171TL) shall be used to assist the Contractor and CSD with ensuring activities are being conducted in a timely manner and will be used by CSD as a tool to determine whether the Contractor is on target for achieving programmatic outcomes as indicated on Contractor's CalEITC Education and Outreach Scope of Work (CSD 171) within the contract term.

B. CSD will review the CalEITC Education and Outreach Programmatic Activities Timeline to ensure its reconciliation with Education and Outreach outcomes indicated in the CalEITC Education and Outreach Budget Summary (CSD 171A), CalEITC Education and Outreach Scope of Work (CSD 171), and CalEITC Education and Outreach Progress Report (CSD 171PR).

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2.8 Reporting

A. Contractors must collaborate with FTB by providing personally identifying data of individuals that were contacted during outreach efforts upon request, as well as information related to how these individuals were contacted.

B. Contractor shall complete and submit to CSD a detailed monthly Progress Report (CSD 171PR) on or before the twentieth (20th) calendar day following each reporting period. If the twentieth calendar day of the month falls on Saturday, Sunday, or a holiday, the report will be due the following business day.

C. Contractor shall complete and submit to CSD a monthly CalEITC Education and Outreach Budget Summary (CSD 171A) by entry into the web-based Expenditure Activity Report System (EARS) on or before the twentieth (20th) calendar day following each reporting period. If the twentieth calendar day of the month falls on Saturday, Sunday, or a holiday, the entry to EARS will be due the following business day.

D. Expenditures entered monthly into EARS must reconcile with budget details indicated in Progress Report (CSD 171PR) prior to approval of expenditures by CSD.

E. For both programmatic and expenditure reporting, see specific due dates below.

Report Period	Period Begins	Period Ends	Reports Due
9	October 1, 2020	October 31, 2020	November 20, 2020
10	November 1, 2020	November 30, 2020	December 20, 2020
11	December 1, 2020	December 31, 2020	January 20, 2021
12	January 1, 2021	January 31, 2021	February 20, 2021
13	February 1, 2021	February 28, 2021	March 20, 2021
14	March 1, 2021	March 31, 2021	April 20, 2021
15	April 1, 2021	April 30, 2021	May 20, 2021
16	May 1, 2021	May 31, 2021	June 20, 2021
17	June 1, 2021	June 30, 2021	July 20, 2021

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subpart B – Financial Requirements

ARTICLE 6 –PAYMENTS

6.1 Payments

A. CSD shall reimburse (as specified by Contractor on the CSD 171A) Contractor for actual expenditures incurred. Reimbursement of actual expenditures incurred is subject to receipt and approval of a certified monthly Expenditure/Activity Report and a monthly programmatic report (CSD 171PR) for the corresponding period, as provided in Article 2, Section 8.

B. Subsequent reimbursements to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly EARS Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

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ARTICLE 7 – CLOSE-OUT REPORTING

7.1 Close-Out Report

A. Within thirty (30) calendar days after the expiration of the contract or when all funds have been fully expended under this Agreement, Contractor shall submit a final programmatic report, using form CSD 171FR – Final Report. The Final report should be submitted electronically to the assigned CSD program representative.

B. Within thirty (30) calendar days after the expiration of the contract or when all funds have been fully expended under this Agreement, Contractor shall submit final expenditures by entry into EARS.

C. All adjustments must reflect the actual expenditure period and be submitted by entry into EARS.

MEMORANDUM

To: Budget & Finance Committee

From: Jerry Meade, Assistant Director of Head Start/State Child Development Program

Date: September 23, 2020

Subject: Agenda Item 6e: Application for Continued Funding of Early Head Start San Joaquin – **Action Item**

Summary Background:

Head Start is requesting approval to submit an application for 2021-2022 funding of the Early Head Start (EHS) San Joaquin grant #09CH011406.

On September 22nd, 2020, Jerry Meade, Assistant Director of Head Start / State Child Development, will present the San Joaquin goals and objectives and summary of our refunding application to the Head Start Policy Council. Approval from the Board of Directors is the final component for the application due November 1, 2020.

The EHS San Joaquin application to be submitted will describe the program design and approach to delivery for the funding period 02/01/2021 – 1/31/2022. Modifications to the program did not significantly change the budget. CAPK has increased the total number of slots to 190 and 123 for center-based and home-based respectively.

The funding levels for the 12-month period 02/01/2021 through 01/31/2022 are:

- $5,489,094 for program operations
- $119,175 for training and technical assistance

Recommendation:

Staff recommends that the Budget and Finance Committee approve with resolution the submission of the application for continued funding of Early Head Start San Joaquin 09CH011406 for the 2021-2022 budget period.

Attachment:

EHS SJC 2020 Program Goals and Objectives
EHS SJC 2021-2022 Budget Detail

EARLY HEAD START
San Joaquin County
2021-2022 BUDGET DETAIL

BUDGETED EXPENDITURES

	2020-2021	2021-2022	VARIANCE	Comments
PERSONNEL	**3,846,470**	**4,790,584**	**944,114**	Variance is due to COLA and 10 new positions
FRINGE BENEFITS	**1,169,530**	**1,374,281**	**204,751**	Variance is due to COLA and 10 new positions
TRAVEL	**8,675**	**3,260**	**(5,415)**	Variance is due to a projected reduction in out of state travel
EQUIPMENT	**-**	**45,000**	**45,000**	A vehicle will be purchased to support Maintenance Technicians
SUPPLIES				
Office Supplies	11,000	11,000	-	
Child and Family Services Supplies	75,525	80,720	**5,195**	Budget increased to support the full-year schedule and longer days of service
Food Services Supplies	6,500	6,500	-	
Other Supplies (e.g. janitorial, training)	38,815	38,815	-	
TOTAL SUPPLIES	**131,840**	**137,035**	**5,195**	
CONTRACTUAL				
Administrative Services	1,300	1,300	-	
Training & Technical Assistance	7,345	7,345	-	
Other Contracts	9,300	8,200	**(1,100)**	Ending the contract with Learning Genie
TOTAL CONTRACTUAL	**17,945**	**16,845**	**(1,100)**	
OTHER				
Rent	229,218	241,390	**12,172**	Budget increased to support the annual inflation of cost
Utilities, Telephone	133,975	133,975	-	
Building & Child Liability Insurance	12,000	12,000	-	
Building Maintenance/Repair	167,546	83,727	**(83,819)**	Adjusted to mirror historical data on building and maintenance repairs
Nutrition Services	230,032	288,145	**58,113**	Variance reflects a higher more conversative projected vacancy rate
Child Services Consultants	5,000	5,000	-	
Parent Services	1,715	1,715	-	
Publications/Advertising/Printing	3,970	3,970	-	
Training or Staff Development	49,836	19,301	**(30,535)**	Variance is due to a reduction in state-based travel
Other	103,027	111,855	**8,828**	Adjusted based on mileage reimbursement and vehicle gasoline projections
TOTAL OTHER	**936,319**	**901,078**	**(35,241)**	
INDIRECT	**489,005**	**689,372**	**200,367**	Variance is due to equipment purchase (vehicle) and the increase in rental costs
BUDGETED EXPENDITURES	**6,599,784**	**7,957,455**	**1,357,671**	

REVENUES

STATE & FEDERAL REVENUES	2020-2021 BUDGET	2020-2021 BUDGET REVISED	VARIANCE increase (decrease)	Comments
Early Head Start Operations	5,489,094	5,489,094	-	
Early Head Start Training & Technical Assistance	119,175	119,175	-	
Child & Adult Care Food Program	144,527	177,633	33,106	Increased based on prior year actual
San Joaquin County of Education	846,988	2,171,553	1,324,565	Variance is due to COLA and 10 new positions

TOTAL STATE & FEDERAL REVENUES	**6,599,784**	**7,957,455**	**1,357,671**

SUMMARY - 2020-2021

TOTAL REVENUES	7,957,455
TOTAL BUDGETED EXPENDITURES	7,957,455
DIFFERENCE	**-**

ESTIMATED HS/EHS ADMINISTRATIVE COST RATE: **11.69%**

Early Head Start San Joaquin
2020 Program Goals and Objectives

Goal I **Consistency of Process/Systems:** To streamline program delivery and management systems to fully embrace technology and data collection processes.			
EHS SJC Measurable Objectives/ Outcomes	**Objectives**	**Progress**	**Challenges**
	Objective A: Prior to June of 2020, evaluate data collection process for all service areas, identify gaps, and revise written procedures.	An evaluation of current data collection methods indicated three areas of opportunity in which paper-based processes could be discontinued. The finding resulted in a move to document and store child reviews and classroom monitoring processes on ChildPlus. To further leverage the technology within ChildPlus, staff will now utilize the immunization tracking application to receive the reminders it provides, strengthening our ability to collect data in a timely manner.	**N/A**
	Objective B: Prior to June 2021, develop and pilot data monitoring system to effectively ensure quality data is collected accurately.	ACORN and Tableau, data monitoring systems, have been researched and demoed. Both systems contain an infrastructure that simplifies data sharing/data aggregation across software systems.	Due to the COVID-19 pandemic, there have been delays in electing and implementing a system to utilize in our pilot program. We will continue to develop policies and procedures with a data driven framework in the interim.
	Objective C: Prior to June 2022, evaluate efficiencies of data collection and staff workflow to streamline processes effectively. Make any needed revisions to procedures.	**N/A**	**N/A**

Goal II **Program Infrastructure:** Establish standards of practice for facility development, mitigating risk, community collaborations and data driven responses to service delivery.			
EHS SJC Measurable Objectives/Outcomes	**Objectives**	**Progress**	**Challenges**
	Objective A: Monitor facilities and support a risk management plan with the use of the Health and Safety screening tool, to build a level of quality to CAPK Standards of Excellence.	In the Fall of 2019, CAPK conducted an evaluation of the Health and Safety screening tool's data collection process. Findings encouraged monitoring of the tool's fidelity in design and utilization. Guidance offered continues to encourage a strong and cohesive application of the Health and Safety Screening tool across the service area.	**N/A**
	Objective B: With the use of internal monitoring, establish a culture of active supervision within all centers and socialization	Implementing and refining the data collection process has improved the culture of active supervision and discussions on standardized regulations.	**N/A**
	Objective C: By June 2020, the program will establish a consistent system of Emergency/ Disaster Preparedness for all centers, home based participants and staff	A risk assessment was completed for each center to identify possible threats. As a result, six different disaster drills have been put into practice for all children, staff, and administration. Two drills will occur monthly on a routine basis. The drills will help ensure that staff is well versed on the actions required to safeguard the health and wellbeing of children and adults. Additionally, each classroom received a lightweight mobile container to store water and food, as well as an Emergency Disaster Preparedness Binder.	**N/A**

Goal III **Employee Competency and Behaviors:** Strategically align workforce development to build a proficient team with succession planning that promotes longevity			
EHS SJC	**Objectives**	**Progress**	**Challenges**

Measurable Objectives/Outcomes	**Objective A:** Develop plans of action for center and home-based options to build a succession plan workforce for qualified EHS Teachers and EHS Home Based Educators.	SJC Job Descriptions have been revised and approved by Board of Directors. Additionally, SJC Organization Chart has been revised to ensure supervision flow supports a proficient team.	**N/A**
	Objective B: By June 2021**,** establish a community collaborative to partner within the community to grow an ECE workforce throughout the community.	Communication with community-based partners has been initiated to grow the ECE workforce. The Program for Infant and Toddler Care continues to provide unit courses and coaching to SJC teaching staff.	**N/A**
	Objective C: Throughout the grant cycle, offer opportunities to entry level staff to acquire education requirement through CDA credentialing program for Home Based and Center Based staff.	**N/A**	**N/A**
Goal IV **School Readiness:** Increase families and staff capacity to support children's school readiness			
EHS SJC Measurable Objectives/Outcomes	**Objectives**	**Progress**	**Challenges**
	Objective A: 80% of the families serviced annually will indicate knowledge of the pyramid model activities they can implement with	A San Joaquin Pyramid Model Leadership Team has been established and is comprised of parents and staff at all levels. Parents receive information on social emotional learning theories that include videos and home-based activities. Parents also have an opportunity to discuss these concepts further during monthly meetings and work with staff in	**N/A**

	their children at home.	developing behavior-based plans if their child exhibits challenging behaviors.	
	Objective B: 80% of Teachers and Home-Based Educators will implement social emotional literacy in the classrooms and during Home Visits annually.	**N/A**	**N/A**
	Objective C: 90% of Teachers and Home Base Educators have the knowledge and skills to implement the pyramid model strategies in their instruction annually	99% of Teachers and Home-Based Educators have completed the Infant/Toddler pyramid modules. Coaching on the pyramid modules ensures that staff members have the knowledge/skillset to integrate activities into the curriculum and guide families in home-based pyramid activities.	**N/A**

MEMORANDUM

To: Budget & Finance Committee

Kathlyn Lujan

From: Kathy Lujan, WIC Program Manager

Date: September 23, 2020

Subject: *Agenda Item 6e*: Reorganization of the CAPK WIC Program – **Action Item**

Summary Background

CAPK WIC has undergone many changes in the last year. We began training for a new software system in December 2019 and the system went live in February 2020. Along with the new system came the CA WIC Card which replaced the WIC vouchers. Then, due the COVID-19 pandemic, CAPK WIC started to serve participants via the phone bringing more training needs. CAPK WIC will begin to provide services via telehealth within the year. These changes brought to light the need for an organizational change of the CAPK WIC program.

The CAPK WIC program operates 17 permanent sites, and 5 part time sites in Kern and San Bernardino counties for a total of 22 sites. The program currently employs 66 staff and has a caseload of 16,160 participants.

The proposal being presented reorganizes CAPK WIC Program's professional staff, including various title changes. This reorganization will increase the efficiency of the CAPK WIC Program, will more accurately reflect the duties and responsibilities of the positions, will better utilize the Professional expertise of staff, and will align the compensation with similar positions throughout CAPK. Aligning CAPK WIC's job duties and positions with other CAPK programs will improve collaboration and increase the sense of recognition within the organization. The reorganization will also coincide with the Strategic goals of CAPK by developing organizational goals that unify the program efforts throughout the agency and the reorganization will give the program a more engaged staff and better retention.

The budget impact of these three job revisions: WIC Program Administrator, WIC Program Manager and WIC Staff Development Supervisor is $11,814.00 for the 20-21 FFY. For the following year, the three positions will have an estimated annual budget impact of $16,654.00. The budget impact has been carefully reviewed and is projected to be sustainable based on current and projected contract grants from CDPH WIC. Staff is currently employed to fill the positions.

<u>Proposal for Title & Job Description Changes:</u>

- WIC Program Manager job title and job description changes to WIC Program Administrator
- WIC Administrative Coordinator job title and job description changes to WIC Program Manager
- WIC Staff Development Coordinator job title and job description changes to WIC Staff Development Supervisor
- WIC Staff Development/Community Relations Coordinator job title and job description changes to WIC Training Coordinator

Proposal for Title Changes:

- Nutrition Education Coordinator to Nutrition Education Supervisor
- Breastfeeding Education Coordinator to Breastfeeding Education Supervisor

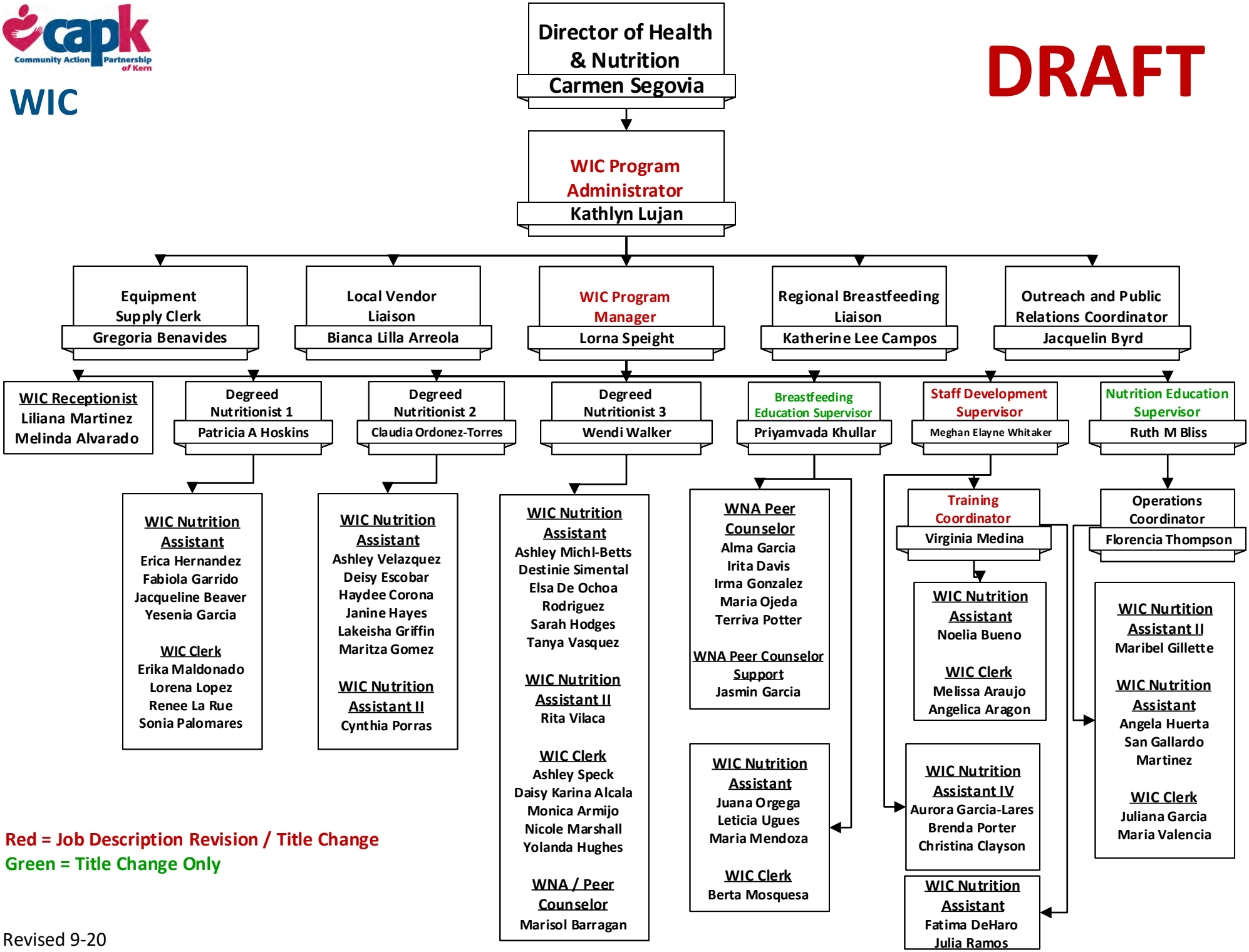
The job descriptions have been submitted to Human Resources for review and re-pointing, pending approval.

Recommendation
Staff recommends approval of the CAPK WIC Program organizational chart, the change in position titles and the revision of job descriptions.

Attachment:
Proposed CAPK WIC Program Organizational Chart

WIC

DRAFT



Red = Job Description Revision / Title Change

Green = Title Change Only

Revised 9-20

BUDGET AND FINANCE COMMITTEE

SEPTEMBER 23, 2020

FINANCIAL REPORT

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2020 THROUGH FEBRUARY 28, 2021

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
UNRESTRICTED						
GENERAL FUND			NOT APPLICABLE	03/01/20 - 02/28/21	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/20 - 02/28/21	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/20 - 02/28/21	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
ENERGY			NOT APPLICABLE	03/01/20 - 02/28/21	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/20 - 02/28/21	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/20 - 02/28/21	531	DONATIONS, RENTAL INCOME
211			NOT APPLICABLE	03/01/20 - 02/28/21	536	FEE FOR SERVICE
FUND RAISING			NOT APPLICABLE	03/01/20 - 02/28/21	595	DONATIONS
RESTRICTED						
EARLY HEAD START EXPANSION EARLY HEAD START EXPANSION - CARES ACT	2,454,592 133,579	93.600	09HP000163-02 09HP000163-02C3	03/01/20 - 02/28/21 03/01/20 - 02/28/21	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START EARLY HEAD START/HEAD START - CARES ACT	27,045,025 1,549,338	93.600	09CH011132-02 09CH011132-02C3	03/01/20 - 02/28/21 03/01/20 - 02/28/21	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN EARLY HEAD START SAN JOAQUIN - CARES ACT	5,608,269 275,067	93.600	09-CH011406-01 09-CH011406-01C3	02/01/20 - 01/31/21 02/01/20 - 01/31/21	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041800	04/02/19 - 04/01/20	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	94,012 122,216	21.009	19VITAA0228	08/01/18 - 07/31/19 08/01/19 - 07/31/20	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,520,187	93.569	20F - 3015	01/01/20 - 12/31/20	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,054,530	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
COUNTY OF KERN CARES ACT FOOD BANK DELIVERY PROGRAM	2,000,000	93.391	391-2020	06/16/20 - 12/30/20	135	COUNTY OF KERN, CARES ACT, CORONAVIRUS RELIEF FUND
COUNTY OF KERN PPSA EMERGENCY COVID PPE DISTRIBUTION	25,000	93.391		9/1/20 - 12/30/20	136	COUNTY OF KERN, CARES ACT, CORONAVIRUS RELIEF FUND
AMERICORPS PLANNING GRANT	69,959		17AFHY26-PG87	1/15/2020 - 12/31/2020	155-007	CALIFORNIA VOLUNTEERS, AMERICORPS, STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2020 THROUGH FEBRUARY 28, 2021

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
AMERICORPS OPERATIONAL	653,691			2/1/2020 - 1/31/2021	155-000	CALIFORNIA VOLUNTEERS, AMERICORPS, STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
CSBG DISCRETIONARY RIDGECREST EARTHQUAKE RESPONSE (COMMUNITY SERVICES BLOCK GRANT)	177,018	93.569	19F - 4463	09/01/19 - 03/31/20	175/032	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,615,849 4,415,991		19B - 5012 20B - 2012	10/01/18 - 06/30/20 10/01/19 - 06/30/21	122-39 122-30	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) CARES ACT	2,291,443		20U-2561	07/01/20 - 04/30/21	122-40	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	1,364,399 250,000	81.042 81.042	17C-4010 20C-6008	06/01/18 - 06/30/20 07/01/20 - 06/30/21	123-65 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085	93.575	CCTR - 9050	07/01/19 - 06/30/20	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 9050	07/01/19 - 06/30/20	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000	93.575	CMAP - 9000	07/01/19 - 06/30/20	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	164,081	93.575	CSPP - 9121	07/01/19 - 06/30/20	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	357,247	93.596	CSPP - 9121	07/01/19 - 06/30/20	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,491,998	10.561	19-10324	10/01/19 - 09/30/20	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
ECONOMIC EMPOWERMENT	50,000	93.590	EE - KERN - 17 - 20	07/01/19 - 06/30/20	171	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, OFFICE OF CHILD ABUSE PREVENTION

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2020 THROUGH FEBRUARY 28, 2021

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	386,114	10.568/.569	15 - MOU - 00118	10/01/19 - 09/30/20	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP CARES ACT	623,392			03/27/20 - 09/30/20	105-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)	389,808			06/05/20 - 09/30/20	105-095	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 36	79,598			7/1/2019 - 3/31/2020	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 37	58,005			7/1/2020 - 3/31/2021	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S CARES Act	82,698			7/1/2020 - 3/31/2021	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S State Set Aside (SSA)	18,900			7/1/2020 - 3/31/2021	114-097	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	$1,992.62 PER TRUCK LOAD			10/01/19 - 09/30/20	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	332,408	10.565	16 - 6017	10/01/19 - 09/30/20	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	10/01/19 - 09/30/20	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,112,061	10.557	19 - 10139	10/01/19 - 09/30/20	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PR	96,442	10.561	18 - 7012 - SUB - CAPK	10/01/19 - 09/30/20	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PR SSI	60,476 43,513	10.561		10/01/19 - 09/30/20 10/01/20 - 09/30/21	164-005	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/19 - 06/30/20	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	07/01/20 - 06/30/21	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/19 - 06/30/20	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2020 THROUGH FEBRUARY 28, 2021

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
MIGRANT ALTERNATIVE PAYMENT	4,173,682		CMAP - 9000	07/01/19 - 06/30/20	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,659,082		CCTR - 9050	07/01/19 - 06/30/20	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	3,846,369		CSPP - 9121	07/01/19 - 06/30/20	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	262,661		CMIG - 9004	07/01/19 - 06/30/20	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	39,399		CMSS - 9004	07/01/19 - 06/30/20	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	174,000		19T - 9011	10/01/19 - 06/30/21	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	1,877,011		N/A	07/01/19 - 06/30/20	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000 70,000		509-2019	07/01/19 - 06/30/20 07/01/20 - 06/30/21	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	147,879 328,862		509-2019	01/01/20 - 06/30/20 07/01/20 - 06/30/21	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN 2020 CENSUS	47,707		N/A	01/14/20 - 09/30/20	273	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER **START-UP**	239,630		017-2020	01/14/20 - 06/30/20	275-007	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	1,027,736		017-2020	01/14/20 - 06/30/20	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,054,472		017-2020	07/01/20-06/30/21		STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2020 THROUGH FEBRUARY 28, 2021

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FOOD BANK CAPACITY PROGRAM	101,490 363,636		SGRT-19-0012	07/01/17 - 06/30/20 06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,758 13,749		15 MOU - 00118	07/01/19 - 06/30/20 07/01/20 - 06/30/21	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,439 274,249		15 MOU - 00118	07/01/19 - 06/30/20 07/01/20 - 06/30/21	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	21,334		N/A	07/01/19 - 06/30/20	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	219,006		N/A	07/01/19 - 06/30/20	280	COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	105,697		2015.2.5	07/01/19 - 06/30/20	288	KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	135,637		2015.2.6	07/01/19 - 06/30/20	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	169,641		2017.2.01	07/01/19 - 06/30/20	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KER FIRST 5 KERN
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/19 - 06/30/20	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/19 - 06/30/20	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SER
SIERRA FOUNDATION - 2020 CENSUS	40,000		GRANT CANCELLED	01/01/20 - 07/31/20	408	SIERRA FOUNDATION
NALEO EDUCATIONAL FOUNDATION - 2020 CENSUS	15,000		N/A	01/13/20 - 09/30/20	409	NALEO EDUCATIONAL FOUNDATION
GOODWILL INDUSTRIES - CALIFORNIA STATEWIDE COVID-19 CALL CENTER RESPONSE	90,681		N/A	03/30/20 - 03/29/21	430	GOODWILL INDUSTRIES OF SACRAMENTO & NORTHERN NEVADA, INC.
UNITED WAY - COVID-19 211 COMMUNITY RESPONSE AND RELIEF	45,000 5,000		N/A	04/01/20 - 06/30/20 07/01/20 - 12/31/20	431	UNITED WAY WORLDWIDE
SVCF MIGRANT CHILDCARE ALTERNATIVE PAYMENT	250,000		N/A	08/01/20 - 07/31/21	451	SILICON VALLEY COMMUNITY FOUNDATION
KEDF MEAL DELIVERY RESTAURANT PROGRAM	99,000		N/A	08/01/20 - 09/30/20	463	KERN ECONOMIC DEVELOPMENT FOUNDATION, SOUTHERN CALIFORNIA GAS COMPANY
NO KID HUNGRY (FOOD BANK)	150,000		N/A	05/28/20 - 09/30/20	465	NO KID HUNGRY - SHARE OUR STRENGTH
EAST KERN HEALTH LINK - RESOURCE FAIRS	3,000		N/A	06/01/19 - 05/31/20	501-005	BORAX VISITOR CENTER FOUNDATION
SHAFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/20 - 08/31/21	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2020 THROUGH FEBRUARY 28, 2021

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CALIFORNIA FAMILY RESOURCE CENTER - EKFRC COVID-19 RAPID RESPONSE	10,000		MOU# COVID-413-7	04/13/20-06/30/20	533-005	CALIFORNIA FAMILY RESOURCE CENTER ASSOCIATION, PREVENT CHILD ABUSE CALIFORNIA
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/20 - 08/31/21	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
211 KINGS COUNTY	22,868 22,868		N/A	07/01/19 - 06/30/20 07/01/20 - 06/30/21	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017 63,017		N/A	07/01/19 - 06/30/20 07/01/20 - 06/30/21	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	66,000 70,019		N/A	07/01/19 - 06/30/20 07/01/20 - 06/30/21	536-234	UNITED WAY OF STANISLAUS COUNTY
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	1/1/20 - 10/1/20	429	SOUTHERN CALIFORNIA EDISON
PREP WORKS - YOUTH CENTERS			N/A		444	STARBUCKS
PREP WORKS PROGRAM			N/A		448	WELLS FARGO FOUNDATION
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
FOOD BANK FREE FARMERS MARKET - WASCO	66,000		N/A	01/01/20 - 12/31/20	467	THE WONDERFUL COMPANY FOUNDATION
DAP (DISGORGEMENT ASSISTANCE PROGRAM)	346,238		20D - 1012	10/01/19 - 12/31/20	484	SERVICES AND DEVELOPMENT, BARCLAY'S BANK SETTLEMENT WITH FETC
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 2020/21

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					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	Food Bank		X				
105	Emergency Food Assistance		X				
111	USDA Commodities		X				
114	Emergency Food & Shelter		X				
135	County of Kern CARES Food Delivery Program		X				
147	Commodity Supplemental Food Program		X				
175-032	CSBG Discretionary - Ridgecrest		X				
215	Food Bank Capacity Project		X				
216-000	Food Bank Tax Check-Off		X				
216-087	State Emergency Food Assistance		X				
413	Resnick Foundation		X				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2020/21

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	Energy						
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			
	VITA (Volunteer Income Tax Assistance)						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	Small Business Development						
456	Bank of the West				X		
	East Kern Family Resource Center						
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		
	Youth Services						
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		
	Census						
273	County of Kern 2020 Census				X		
408	Sierra Foundation 2020 Census				X		
409	NALEO Education Foundation 2020 Census				X		
	Homeless Services						
275	County of Kern LBNC				X		
275-007	County of Kern LBNC - Start-up				X		
	2-1-1						
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		

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2020/21

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
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 2020/21

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
02/29/20	n/a				
03/31/20	n/a				
04/30/20	n/a				
05/31/20	n/a				
06/30/20	n/a				
07/31/20	600,000	600,000	6		
08/31/20	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of March 23, 2020 for $4 million and will terminate on March 22, 2021. A $2 million increase
Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.
Note 3: Line of credit was required on July 30, 2020 in the amount of 600,000. The loan was repaid on Au

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
12/31/19 - 3/30/20	90 days	$ 1,253.47	0.25%
04/01/20 - 6/30/20	90 days	$ 2,583.33	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 AUGUST 31, 2020	
PROGRAM (FUND)	**CASH BALANCE**
CHILD AND ADULT CARE FOOD PROGRAM	(56,983.65)
HEAD START/EARLY HEAD START	(864,284.92)
SUBTOTAL	**(921,268.57)**
CHILD DEVELOPMENT RESERVE No. 1	(0.30)
CHILD CARE FACILITIES	(80.00)
GENERAL CHILD CARE	350,018.41
MIGRANT A/P	2,250,553.13
MIGRANT CHILD CARE	(8,581.11)
MIGRANT SPECIALIZED SERVICES	9,836.88
SAN JOAQUIN COE GENERAL CHILD CARE	(71,357.03)
STATE PRESCHOOL	308,595.64
SUBTOTAL	**2,838,985.62**
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	192,462.09
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(73,008.81)
EF&S	70,351.50
EFAP	(296,432.04)
FOOD BANK	506,765.16
FOOD BANK CAPACITY PROGRAM	(32.86)
FOOD BANK - STATE	150,939.34
SOCAL GAS	0.00
TRADE MITIGATION	(168,142.63)
WONDERFUL FOUNDATION	64,935.42
SUBTOTAL	**447,837.17**
ENERGY	(319,811.58)
DOE WAP	(88,507.40)
LIHEAP	(767,180.24)
PG&E	(18,195.79)
DAP (Disgorgement Assistance Program)	(15,744.52)
TRANSFER NEGATIVE BALANCE	1,209,439.53
SUBTOTAL	**0.00**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	**2,000.00**
211	241,341.28
AMERICORPS - CALIFORNIA VOLUNTEERS	(273,790.94)
BANK OF THE WEST	11,621.84
CAL FRESH	(59,760.01)
CALEITC	(15,019.55)
COST POOLS	13,896.67
COUNTY OF KERN 2020 CENSUS	(4,669.97)
COUNTY OF KERN CARES ACT	967,246.60
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(309,882.09)
CSBG	203,163.84
CSBG CARES ACT	(21,134.49)
CSBG DISCRETIONARY	(36,103.20)
DIFFERENTIAL RESPONSE	(25,255.51)
DIGNITY HEALTH	4,677.72
DISCRETIONARY FUND	1,564,633.99
ECONOMIC EMPOWERMENT	(16,402.87)
EAST KERN FAMILY RESOURCE CENTER	4,450.72
FIRST 5 KERN 211	(32,832.71)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(44,406.03)
FIRST 5 HELP ME GROW	(32,726.24)
FRIENDSHIP HOUSE	34,179.22
FUNDRAISING	280,974.42
GAPP FUND	0.00
GENERAL FUND	183,661.38
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(907.29)
HOME VISIT INITIATIVE (CO OF KERN)	(150,143.62)
HUD-COORDINATED ENTRY SYSTEM	(30,363.81)
INDIRECT FUND	1,135,793.03
IRS - VITA	(37,711.69)
NALEO - 2020 CENSUS	7,109.58
NEOPB CAL FRESH HEALTHY LIVING	(25,861.42)
POSITIVE YOUTH DEV SVC	(4,975.60)
POSITIVE YOUTH M	(7,015.65)
SHAFTER YOUTH CENTER	16,480.65
SHARE OUR STRENGTH NO KID HUNGRY	150,000.00
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	248,360.47
SO CA EDISON - 211 CUSTOMER RELATIONS	16,994.38
UNITED WAY 211	931.58
UNITED WAY CESH	24,344.57
UNITED WAY COVID-19 211 COMMUNITY RESPONSE	1,888.53
WELLS FARGO FOUNDATION	46,981.80
WIC	(628,518.72)
LESS: ENERGY NEGATIVE BALANCE	(1,209,439.53)
ADD: LINE OF CREDIT	
SUBTOTAL	**2,191,811.33**
TOTAL OPERATING CASH	4,559,365.55

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
August 31, 2020

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT 08/31/20		5,124,652.15
LESS: OUTSTANDING CHECKS	689,656.12	
ADJUSTED BANK BALANCE AT 08/31/20		4,434,996.03
GENERAL LEDGER BALANCE AT 07/31/20		3,206,540.90
ADD: DEPOSITS	5,893,492.01	
US TREAS DRAWDOWNS	1,273,389.54	
FUNDS FROM OTHER GRANTS	41,495.36	
ADP /HEALTH EQUITY REFUND	1,035.84	
LINE OF CREDIT LOAN	-	
ONLINE DONATION	-	
REIMBURSEMENT OF ALTERED PAYEE	18,100.18	
LESS: CHECKS	2,253,813.88	
ADP PAYROLL 8/14/20	1,008,389.61	
ADP PAYROLL 8/28/20	1,333,590.07	
EFTS FOR HRA/HSA/ STD/403B	211,526.40	
REC LOAN PRINCIPAL/INT EXPENSES	631,820.95	
CREDIT CARD	18,100.18	
BANK FEES	1,379.30	
ACH VOUCHERS	540,437.41	
	-	
GENERAL LEDGER BALANCE AT 08/31/20		4,434,996.03
	DIFFERENCE:	-

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/14/2020

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/14/2020

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2020

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	**08/31/20**		**801,461.88**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**08/31/20**		**801,461.88**
BALANCE PER G/L	**07/31/20**		**801,353.27**
ADD: DEPOSITS		0.00	
INTEREST		108.61	
ROUNDING ERROR		0.00	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**08/31/20**		**801,461.88**
		DIFFERENCE:	0.00

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

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/14/20

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/14/20

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2020

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	**08/31/20**		**86,721.68**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**08/31/20**		**86,721.68**
BALANCE PER G/L	**07/31/20**		**86,709.93**
ADD: DEPOSITS		0.00	
INTEREST		11.75	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
WIRE TRANSFER		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**08/31/20**		**86,721.68**

** December 2009 name changed from Food Bank to DOE ARRA.*
*** January 2018 name changed from DOE ARRA to CSD Advances.*

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/14/20

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/14/20

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2020

WELLS FARGO BANK, N.A.
P. O. BOX 6302(
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	**08/31/20**		**19,579.06**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE	**08/31/20**		**19,579.06**
BALANCE PER GENERAL LEDGER	**07/31/20**		**13,438.97**
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
ONLINE DONATIONS		6,286.11	
PAYPAL DEPOSIT		0.00	
INTEREST		2.39	
LESS: APPLIED MERCHANT DEBITS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		12.45	
BANKCARD FEES		135.96	
CASH CONCENTRATION FEE		0.00	
FUND TRANSFER TO GENERAL FUND		0.00	
		0.00	
BALANCE PER GENERAL LEDGER:	**08/31/20**		**19,579.06**

** October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.*
*** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.*
**** January 2018 name changed from HOPE Program Account to On-line Donations Account.*

Difference: **0.00**

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/14/20

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/14/20

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2020

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	**08/31/20**		**7,521.07**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**08/31/20**		**7,521.07**
BALANCE PER G/L	**07/31/20**		**7,520.05**
ADD: DEPOSITS		0.00	
INTEREST		1.02	
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	**08/31/20**		**7,521.07**
		DIFFERENCE:	0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/14/20

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/14/20

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2020

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	**08/31/20**		**2.11**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**08/31/20**		**2.11**
BALANCE PER G/L	**07/31/20**		**2.11**
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	**08/31/20**		**2.11**
		DIFFERENCE:	0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/14/20

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/14/20

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED August 1, 2020 - August 31, 2020

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	$ -
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	4,065.78
Donna Holland	Fiscal Administrator	5.00
Traco Matthews	Chief Program Officer	-
Lisa McGranahan	Director of Human Resoures	-
Pritika Ram	Director of Administration	725.78
Carmen Segovia	Director of Health & Nutrition Services	10,812.33
Sheila Shegos	Director of Community Development	-
Jeremy Tobias	Chief Executive Officer	1,336.49
Emilio Wagner	Director of Operations	719.65
Tracy Webster	Chief Financial Officer	678.14
	Total	$ 18,343.17

WELLS FARGO

Statement Expenses

09/01/2020 08:29 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary			
Cardholder Name:	**AP, CAPK**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7017**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**0.00 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**0.00 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

There are no results.

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WELLS FARGO

Statement Expenses

09/01/2020 08:33 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary			
Cardholder Name:	**BARBERO, GLORIA**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7058**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**0.00 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**0.00 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

There are no results.

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WELLS FARGO

Statement Expenses

09/01/2020 08:35 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary

Cardholder Name:	**GONZALES, YOLANDA**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7009**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**4,065.78 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**4,065.78 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	08/12/2020	08/13/2020	Kern County Fire Deprtmt 661-391-7050,CA		CAPK Pcard(CAPL Pcard)	No	50.00 USD / 50.00
2.	08/20/2020	08/21/2020	Medic First Aid Internati 800-4473177,OR		CAPK Pcard(CAPL Pcard)	No	968.83 USD / 968.83
3.	08/24/2020	08/25/2020	Wpy Cappa 855-469-3729,CA		CAPK Pcard(CAPL Pcard)	No	179.00 USD / 179.00
4.	08/27/2020	08/28/2020	Generation Wellness Httpswww.gene,WA		CAPK Pcard(CAPL Pcard)	No	2,587.00 USD / 2,587.00
5.	08/27/2020	08/28/2020	The Sequoia Sandwich Com Bakersfield,CA		CAPK Pcard(CAPL Pcard)	No	194.35 USD / 194.35
6.	08/28/2020	08/31/2020	Medic First Aid Internati 800-4473177,OR		CAPK Pcard(CAPL Pcard)	No	86.60 USD / 86.60

Total Charges: 4,065.78 USD

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WELLS FARGO

Statement Expenses

09/01/2020 08:36 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary			
Cardholder Name:	**HOLLAND, DONNA**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7033**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**5.00 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**5.00 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

1.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/01/2020	08/03/2020	Target.com 800-591-3869,MN		CAPK Pcard(CAPL Pcard)	No	5.00 USD / 5.00

Total Charges: 5.00 USD

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WELLS FARGO

Statement Expenses

09/01/2020 08:36 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary			
Cardholder Name:	**MATTHEWS, TRACO**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-3726**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**0.00 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**0.00 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

There are no results.

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WELLS FARGO

Statement Expenses

09/01/2020 08:37 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary			
Cardholder Name:	**MCGRANAHAN, LISA**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-9914**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**0.00 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**0.00 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

There are no results.

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WELLS FARGO

Statement Expenses

09/01/2020 08:38 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary

Cardholder Name:	**RAM, PRITIKA**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7074**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**725.78 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**725.78 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	08/06/2020	08/07/2020	Sacbee Digital Subscript 800-284-3233,CA		CAPK Pcard(CAPL Pcard)	No	129.99 USD / 129.99
2.	08/06/2020	08/07/2020	Fresno Bee Digital Subsc 800-877-3400,CA		CAPK Pcard(CAPL Pcard)	No	79.99 USD / 79.99
3.	08/06/2020	08/07/2020	La Times Subscription 213-283-2274,CA		CAPK Pcard(CAPL Pcard)	No	23.96 USD / 23.96
4.	08/08/2020	08/10/2020	Hoo Hootsuite Inc 778-5889767,CA		CAPK Pcard(CAPL Pcard)	No	491.84 USD / 491.84

Total Charges: 725.78 USD

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WELLS FARGO

Statement Expenses

09/01/2020 08:40 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary

Cardholder Name:	**SEGOVIA, CARMEN**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7025**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**10,812.33 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**10,812.33 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

1.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/03/2020	08/04/2020	Amazon.com Amzn.com/bill Amzn.com/bill,WA		CAPK Pcard(CAPL Pcard)	No	(165.24) USD / (165.24)

2.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/04/2020	08/04/2020	Amzn Mktp Us Amzn.com/bill,WA		CAPK Pcard(CAPL Pcard)	No	(240.24) USD / (240.24)

3.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/03/2020	08/05/2020	Office Depot #952 Bakersfield,CA		CAPK Pcard(CAPL Pcard)	No	279.64 USD / 279.64

4.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/04/2020	08/05/2020	Usps Po 0504690524 Bakersfield,CA		CAPK Pcard(CAPL Pcard)	No	440.00 USD / 440.00

5.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/05/2020	08/10/2020	Office Depot #952 Bakersfield,CA		CAPK Pcard(CAPL Pcard)	No	(129.90) USD / (129.90)

6.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/13/2020	08/14/2020	Iblce 703-5607330,VA		CAPK Pcard(CAPL Pcard)	No	470.00 USD / 470.00

7.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/18/2020	08/19/2020	Smk Surveymonkey.com 971-2445555,CA		CAPK Pcard(CAPL Pcard)	No	900.00 USD / 900.00

8.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/20/2020	08/21/2020	Christine Staricka 166-17475195,CA		CAPK Pcard(CAPL Pcard)	No	700.00 USD / 700.00

9.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/22/2020	08/24/2020	Target.com 800-591-3869,MN		CAPK Pcard(CAPL Pcard)	No	134.55 USD / 134.55

10.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
				E9			

	08/22/2020	08/24/2020	California Wic Assoc 916-448-2280,CA		CAPK Pcard(CAPL Pcard)	No	5,100.00 USD / 5,100.00

11.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/26/2020	08/27/2020	Hertz Rent-a-car Bakersfield,CA		CAPK Pcard(CAPL Pcard)	No	1,085.59 USD / 1,085.59

12.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/26/2020	08/27/2020	Hertz Rent-a-car Bakersfield,CA		CAPK Pcard(CAPL Pcard)	No	1,085.59 USD / 1,085.59

13.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/26/2020	08/27/2020	Hertz Rent-a-car Bakersfield,CA		CAPK Pcard(CAPL Pcard)	No	1,085.59 USD / 1,085.59

14.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/26/2020	08/28/2020	Victorville Smog Express Victorville,CA		CAPK Pcard(CAPL Pcard)	No	31.75 USD / 31.75

15.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/27/2020	08/31/2020	Victorville Smog Express Victorville,CA		CAPK Pcard(CAPL Pcard)	No	35.00 USD / 35.00

Total Charges: 10,812.33 USD

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WELLS FARGO

Statement Expenses

09/01/2020 08:40 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary			
Cardholder Name:	**SHEGOS, SHEILA**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-0776**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**0.00 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**0.00 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

There are no results.

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WELLS FARGO

Statement Expenses

09/01/2020 08:41 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary			
Cardholder Name:	**TOBIAS, JEREMY**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7066**	End Date:	**08/31/2020**
Status:	**Open**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**1,336.49 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**1,336.49 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

1.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	07/31/2020	08/03/2020	Logcabinflorist Httpslogcabin,CA		CAPK Pcard(CAPL Pcard)	No	86.49 USD / 86.49

2.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/11/2020	08/12/2020	Eb 2020 Cap Virtual A 801-413-7200,CA		CAPK Pcard(CAPL Pcard)	No	475.00 USD / 475.00

3.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/18/2020	08/19/2020	Wipfliillp 715-843-7449,WI		CAPK Pcard(CAPL Pcard)	No	775.00 USD / 775.00

Total Charges: 1,336.49 USD

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WELLS FARGO

Statement Expenses

09/16/2020 08:17 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary

Cardholder Name:	**WAGNER, EMILIO**	Start Date:	**08/01/2020**
Card Number:	**xxxx-xxxx-xxxx-7041**	End Date:	**08/31/2020**
Status:	**Cardholder Reviewed**	Reminder Period:	**09/01/2020** through **09/03/2020**
Charges:	**719.65 USD**	Grace Period:	**09/04/2020** through **09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020** through **09/10/2020**
Total Amount:	**719.65 USD**	Download Period:	**09/11/2020** through **09/28/2020**

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	08/07/2020	08/10/2020	Vzwrlss Prpay Autopay 888-294-6804,FL		CAPK Pcard(CAPL Pcard)	Yes	65.00 USD / 65.00
	Description	Verizon Autopay NALEO - 2020 6605-409-000-120-000-00-4-1					
2.	08/19/2020	08/20/2020	Onestepgpscom 181-865-9203,CA		CAPK Pcard(CAPL Pcard)	Yes	209.25 USD / 209.25
	Description	Monthly subscription renewal order with OneStepGps.com 6667-524-000-147-000-00-3-1					
3.	08/20/2020	08/21/2020	Mindbody, Inc. 805-5462000,CA		CAPK Pcard(CAPL Pcard)	Yes	445.40 USD / 445.40
	Description	MindBody Premier Basic Monthly Charge and Subscription Fee for August 2020 Service SEE ATTACHED					

Total Charges: 719.65 USD

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WELLS FARGO

Statement Expenses

09/16/2020 08:18 AM PT
Requested By: ALBITRE, ROSEMARY

Cardholder Summary

Cardholder Name:	**WEBSTER, TRACY**	Start Date:	**08/01/2020**		
Card Number:	**xxxx-xxxx-xxxx-6993**	End Date:	**08/31/2020**		
Status:	**Cardholder Reviewed**	Reminder Period:	**09/01/2020**	through	**09/03/2020**
Charges:	**678.14 USD**	Grace Period:	**09/04/2020**	through	**09/06/2020**
Out-of-pocket:	**0.00 USD**	Approval Period:	**09/07/2020**	through	**09/10/2020**
Total Amount:	**678.14 USD**	Download Period:	**09/11/2020**	through	**09/28/2020**

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	08/06/2020	08/07/2020	Premier Learning Solut Httpswww.lear,PA		CAPK Pcard(CAPL Pcard)	No	199.00 USD / 199.00
	Description	Duplicate charge. Contacted company to credit this charge.					
2.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/06/2020	08/07/2020	Premier Learning Solut Httpswww.lear,PA		CAPK Pcard(CAPL Pcard)	No	199.00 USD / 199.00
	Description	Duplicate charge. Contacted company to credit this charge.					
3.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/06/2020	08/07/2020	Premier Learning Solut Httpswww.lear,PA		CAPK Pcard(CAPL Pcard)	No	199.00 USD / 199.00
	Description	Webinar for Tracy Webster - IRS Rules for Reimbursing Remote Worker Business Expenses					
4.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/28/2020	08/31/2020	Tlf White Oaks Florist 661-5874994,CA		CAPK Pcard(CAPL Pcard)	No	81.14 USD / 81.14
	Description	Plant for Gabrielle Alexander on behalf of Finance Department.					

Total Charges: 678.14 USD

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COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2020 TO FEBRUARY 28, 2021 (6 OF 12 MONTHS OR 50.0%)

Line Item	2020/21 Budget	3/1/20 - 08/31/20 Actual	% Expended	Available Budget
USDA Revenue (Note A)	619,546	300,323	48.5%	319,223
Head Start Subsidy	1,080,077	495,624	45.9%	584,453
Total Revenue	1,699,623	795,947	46.8%	903,676
Expenditures (Note B)				
Salaries	597,785	283,603	47.4%	314,182
Benefits	193,353	91,236	47.2%	102,117
Vehicle Gasoline, Repair/Maintenance	27,000	13,653	50.6%	13,347
Space Costs	48,202	61,279	127.1%	(13,077)
Supplies - Office & Food Service	86,000	33,230	38.6%	52,770
Equipment Repair/Maintenance & Lease	35,300	3,703	10.5%	31,597
Communication	13,000	7,667	59.0%	5,333
Risk Insurance	12,700	7,329	57.7%	5,371
Printing	1,000	408	40.8%	592
Hiring & Employee Costs	100	-	0.0%	100
First Aid	500	-	0.0%	500
Other Misc	-	22	-	(22)
Raw Food/Vended Meals	502,129	238,072	37.2%	401,336
Sub Total	1,517,069	740,204	44.7%	914,144
Adult Meals Prepared	28,497	28,497	100.0%	0
Indirect	154,057	27,247	162.4%	(10,468)
Total Expenditures	1,699,623	795,947	46.8%	903,676

	Prior Period	August 2020	Cumulative
Total Meals Prepared and Vended (Note C)	197,606	29,089	226,695
Total Meals Claimed	127,851	11,127	138,978
Difference	69,755	17,962	87,717

Percentage Claimed to Prepared/Vended		38.3%	61.3%

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 7/1/20 - 6/30/21 (1 OF 12 MONTHS = 8.33%)

Contract CMAP-9000	July 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	June 2021	Total	%	% Earned to MRA
Provider Payments	$ 431,498												$ 431,498		
Add: Family Fees	-									-	-	-	$ -		
Net Provider Payments	$ 431,498	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 431,498	79.01%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**7,907,363**		**5.46%**
Administration & Support Services Revenue															
Provider Payments	$ 431,498	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 431,498		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%		
Revenue Earned	$ 91,530	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 91,530		
Program Administration/Support Services Costs	65,724												65,724	12.03%	
Indirect (10% x MTDC) Costs	48,939												48,939	8.96%	
Transfer Indirect to CSBG	-												-		
Total Operating Costs	$ 114,663	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	114,663	20.99%	
Revenue Earned Over/(Under) Costs	$ (23,133)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	(23,133)		
TOTAL COSTS - NET OF FAMILY FEES	$ 546,161	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	546,161	100.00%	

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

Provider payments	431,498
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	91,530

Note 2: The maximum reimburseable amount per the 2020/21 State contract is as follows:

Provider Payments	7,907,363	82.50%
Administration	1,437,702	15.00%
Support Services	239,617	2.50%
Maximum Reimbursable Amount (MRA)	9,584,682	100.00%

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2019/20 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/20 - 6/30/21 (2 OF 12 MONTHS = 16.67%)

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	2/29/2021	Mar-21	Apr-21	May-21	Jun-21	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	2,921	2,982											5,904	
Reimbursement Rate per Child per Day	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	
Revenue Earned	$ 144,717	$ 147,753	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 292,470	**8.27%**
Maximum Reimburseable Amount (MRA)													**$3,535,022**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	96.80%	99.43%												**99.04%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	1,174	1,581											2,754	
Reimbursement Rate per Child per Day	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	X $49.85	
Revenue Earned	$ 58,501	$ 78,791	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 137,292	**3.14%**
Maximum Reimburseable Amount (MRA)													**$4,367,697**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	97.90%	98.36%												**98.02%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%
MIGRANT CHILD CARE (CMIG-0004)														
	195	159											354	
Reimbursement Rate per Child per Day	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	X $49.54	
Revenue Earned	$ 9,664	$ 7,886	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,550	**6.90%**
Maximum Reimburseable Amount (MRA)													**$254,377**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	98.30%	100.00%												**99.54%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimburseable amount is per the 2020/21 State contracts.

Division/CFO: Tracy Webster, CFO **Month/Year:** August-2020

Program/Work Unit: Not Applicable **Director of Finance:** Lorraine Casillas

Services: Overall financial and accounting functions of the organization

Activities	August-2020		Year to Date 03/1/20 -08/31/20	
Description	**Number**	**Amount**	**Number**	**Amount**
Bank Deposits	15	5,911,184	78	17,515,945
Wire Deposits	5	42,875	67	3,214,472
Head Start/IRS Drawdowns	4	1,273,390	32	13,886,149
Vendor Checks Issued	643	2,689,546	5,047	16,180,083
Payroll Disbursed		2,341,980		15,829,715
Grant Reports Prepared	23		164	
Americorp Fed				
Americorp State				
CalEITC				
CalFresh CFO				
CalFresh SSI				
Census				
CESH				
CSBG				
CSBG Cares				
DAP				
DOE				
Differential Response				
Economic Empower				
Goodwill				
Homeless LBNC				
HUD				
HVP				
LIHEAP				
MCAP Final Report & Caseload				
Postive Youth				
Postive Youth Medi-Cal				
VITA				
WIC				

Total Division Staffing 21 positions

CFO
Director of Finance
Finance Manager
Payroll Manager
Accounting Manager
Accountant (3)
Accounting Specialist
Accounting Technician (4)
Benefits Specialist
Benefits Technician
Fiscal Technician (2)
Payroll Specialists (3)
Administrative Assistant to CFO

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF FEBRUARY 29, 2020

ASSETS	
Cash in Bank	3,642,878
Cash - Vacation Reserve	644,697
Petty Cash	500
Accounts Receivable	6,005,985
Travel Advance	3,475
Prepaid Expense	439,349
Inventory	1,474,127
Net Fixed Assets - Unrestricted	1,656,674
Net Fixed Assets - Restricted	8,778,811
Total Assets	22,646,495
LIABILITES AND NET ASSETS	
Accounts Payable	2,795,961
Accrued Expenses	894,006
Accrued Vacation	1,048,870
Line of Credit	-
Note Payable	1,852,804
Advance Payable	2,913
Deferred Revenue	1,556,313
Total Liabilites	8,150,868
Total Net Assets	14,495,627
Total Liabilities and Net Assets	22,646,495

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2019 TO FEBRUARY 29, 2020

REVENUE	
Grant Revenue	36,504,282
Donations	30,400,294
Other Revenue	1,834,643
In-Kind	10,796,592
Total Revenue	79,535,811
EXPENDITURES	
Salaries	28,545,273
Benefits	8,375,922
Travel	666,442
Space Costs	5,684,927
Supplies	2,551,784
Consultant/Contract Services	2,538,409
Other Costs	2,386,501
Program Costs	10,105,219
Capital Expenditures	-
Indirect	5,871,779
In-Kind	10,796,592
Total Expenditures	77,522,847
Net Change in Assets	2,012,964
Net Assets, beginning	12,482,663
Net Assets, ending	14,495,627

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF AUGUST 31, 2020

ASSETS	
Cash in Bank	4,666,110
Cash - Vacation Reserve	801,445
Petty Cash	300
Accounts Receivable	632,668
Travel Advance	2,469
Prepaid Expense	498,354
Inventory	1,487,188
Net Fixed Assets - Unrestricted	1,500,492
Net Fixed Assets - Restricted	8,643,383
Total Assets	18,232,408
LIABILITES AND NET ASSETS	
Accounts Payable	1,109,166
Accrued Expenses	145,524
Accrued Vacation	801,176
Line of Credit	-
Note Payable	1,696,623
Advance Payable	24,885
Deferred Revenue	-
Total Liabilites	3,777,373
Total Net Assets	14,455,035
Total Liabilities and Net Assets	18,232,408

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2020 TO AUGUST 31, 2020

REVENUE	
Grant Revenue	27,386,699
Donations	2,952,936
Other Revenue	2,793,016
In-Kind	3,381,428
Total Revenue	36,514,079
EXPENDITURES	
Salaries	14,989,929
Benefits	4,417,995
Travel	84,900
Space Costs	2,839,814
Supplies	1,501,198
Consultant/Contract Services	1,507,387
Other Costs	1,367,790
Program Costs	3,769,009
Capital Expenditures	132,574
Indirect	2,562,647
In-Kind	3,381,428
Total Expenditures	36,554,670
Net Change in Assets	(40,592)
Net Assets, beginning	14,495,627
Net Assets, ending	14,455,035

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-20 TO 08-31-20 (50.0%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	35,295,491	13,869,316	21,426,175	39%
BENEFITS	10,824,659	4,128,205	6,696,454	38%
TRAVEL	925,612	78,620	846,992	8%
SPACE COST	11,015,674	2,384,839	8,630,835	22%
SUPPLIES	3,319,097	1,410,116	1,908,981	42%
EQUIPMENT	92,760	340,437	(247,677)	367%
CONSULTANT/CONTRACT SERVICES	4,856,366	1,146,202	3,710,164	24%
OTHER COSTS	3,595,745	1,223,081	2,372,664	34%
PROGRAM COSTS	14,048,842	3,736,708	10,312,134	27%
INDIRECT	8,006,619	2,683,856	5,322,763	34%
TOTAL	91,980,865	31,001,379	60,979,486	34%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-20 TO 08-31-20 (50.0%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	24,696,802	10,139,727	14,557,075	41%
BENEFITS	7,909,663	3,180,935	4,728,728	40%
TRAVEL	417,754	34,032	383,722	8%
SPACE COST	9,500,942	1,614,424	7,886,518	17%
SUPPLIES	2,637,345	1,015,465	1,621,880	39%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	1,337,430	419,317	918,113	31%
OTHER COSTS	1,829,915	640,288	1,189,627	35%
PROGRAM COSTS	8,157,623	3,167,850	4,989,773	39%
INDIRECT	5,127,674	1,999,589	3,128,085	39%
TOTAL	61,615,148	22,211,626	39,403,522	36%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-20 TO 08-31-20 (50.0%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,228,141	1,732,734	2,495,407	41%
BENEFITS	1,235,823	450,545	785,279	36%
TRAVEL	242,490	35,588	206,902	15%
SPACE COST	650,140	386,025	264,115	59%
SUPPLIES	258,822	153,962	104,860	59%
EQUIPMENT	87,760	335,167	(247,407)	382%
CONSULTANT/CONTRACT SERVICES	561,751	176,387	385,364	31%
OTHER COSTS	384,691	249,858	134,833	65%
PROGRAM COSTS	4,130,882	476,257	3,654,625	12%
INDIRECT	1,059,657	305,032	754,625	29%
TOTAL	12,840,157	4,301,555	8,538,602	34%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-20 TO 08-31-20 (50.0%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,082,216	716,648	1,365,568	34%
BENEFITS	543,661	184,460	359,201	34%
TRAVEL	146,000	3,913	142,087	3%
SPACE COST	315,785	97,657	218,128	31%
SUPPLIES	107,730	15,509	92,221	14%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	1,884,710	381,196	1,503,514	20%
OTHER COSTS	936,378	207,671	728,707	22%
PROGRAM COSTS	909,205	55,776	853,429	6%
INDIRECT	692,569	161,547	531,022	23%
TOTAL	7,618,254	1,824,377	5,793,877	24%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-20 TO 08-31-20 (50.0%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,446,168	912,660	1,533,508	37%
BENEFITS	623,618	189,219	434,399	30%
TRAVEL	76,378	4,192	72,186	5%
SPACE COST	338,374	194,792	143,582	58%
SUPPLIES	176,583	176,184	399	100%
EQUIPMENT	5,000	5,270	(270)	105%
CONSULTANT/CONTRACT SERVICES	507,725	123,039	384,686	24%
OTHER COSTS	371,772	76,484	295,288	21%
PROGRAM COSTS	798,132	36,580	761,552	5%
INDIRECT	482,423	147,964	334,459	31%
TOTAL	5,826,173	1,866,382	3,959,791	32%

5,826,173

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-20 TO 08-31-20 (50.0%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,567,468	287,720	1,279,748	18%
BENEFITS	438,247	99,779	338,468	23%
TRAVEL	42,990	896	42,094	2%
SPACE COST	208,233	91,942	116,291	44%
SUPPLIES	132,517	42,501	90,016	32%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	514,750	739	514,011	0%
OTHER COSTS	59,179	25,046	34,133	42%
PROGRAM COSTS	53,000	244	52,756	0%
INDIRECT	601,652	54,186	547,466	9%
TOTAL	3,618,036	603,054	3,014,982	17%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-20 TO 08-31-20 (50.0%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	274,696	79,827	194,869	29%
BENEFITS	73,647	23,268	50,379	32%
TRAVEL	-	-	-	0%
SPACE COST	2,200	-	2,200	0%
SUPPLIES	6,100	6,495	(395)	106%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	50,000	45,524	4,476	91%
OTHER COSTS	13,810	23,734	(9,924)	172%
PROGRAM COSTS	-	-	-	0%
INDIRECT	42,644	15,538	27,106	36%
TOTAL	463,097	194,385	268,712	42%

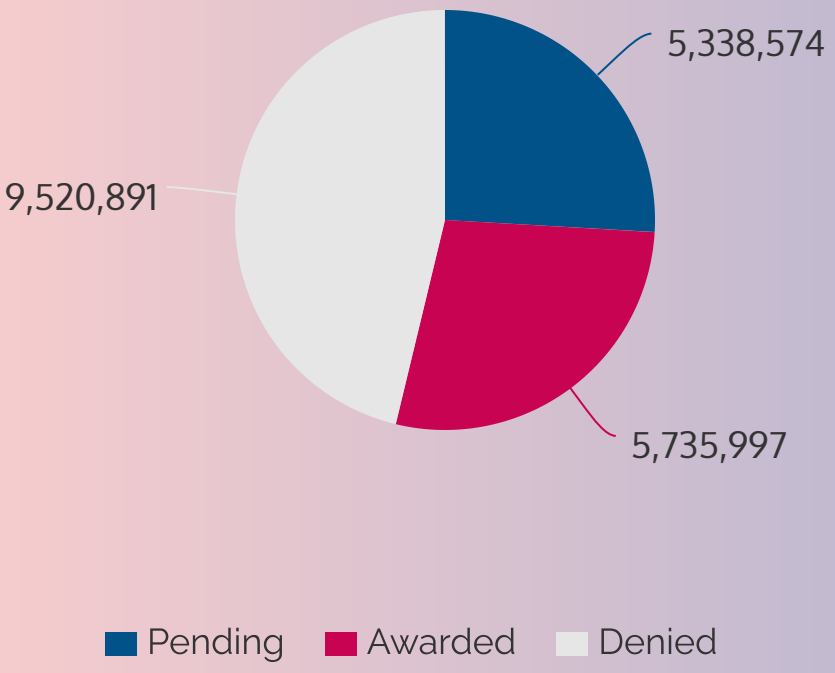
COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2020/21
BUDGET TO ACTUAL - 3/1/20 TO 8/31/20 (6 OF 12 MONTHS = 50.0%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 7,642,243**	**$ 2,683,856**	**35.1%**	**$ 4,958,387**
Expenditures				
Salaries	3,710,632	1,274,533	34.3%	2,436,099
Benefits @ 24.2% actual	906,536	291,623	32.2%	614,913
Total Personnel Costs	4,617,168	1,566,156	33.9%	3,051,012
Operating Costs				
Travel	56,750	4,459	7.9%	52,291
Space Costs	193,300	106,774	55.2%	86,526
Supplies	119,400	78,783	66.0%	40,617
Consultant/Contract	1,004,366	398,340	39.7%	606,026
Other Operating Costs	298,600	135,110	45.2%	163,490
Total Operating Costs	1,672,416	723,467	43.3%	948,949
Total Expenditures	**$ 6,289,584**	**$ 2,289,622**	**36.4%**	**$ 3,999,962**
Excess Indirect Revenue	**$ 1,352,659**	**$ 394,234**		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	$ 917,844	$ 343,988	37.5%	$ 573,856
Operations	1,937,318	812,259	41.9%	1,125,059
Executive	1,145,335	141,637	12.4%	1,003,698
Community Development	354,917	229,997	64.8%	124,920
Finance	1,757,619	760,079	43.2%	997,540
Youth and Community Svcs	176,551	1,662	0.9%	174,889
	$ 6,289,584	$ 2,289,622	36.4%	$ 3,999,962

Prepared Date: 09/14/2020

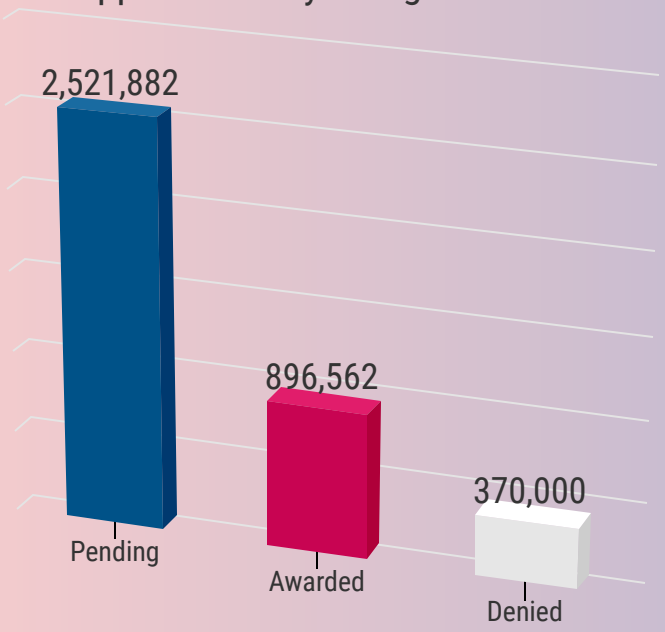
Application Status Report
July & August 2020



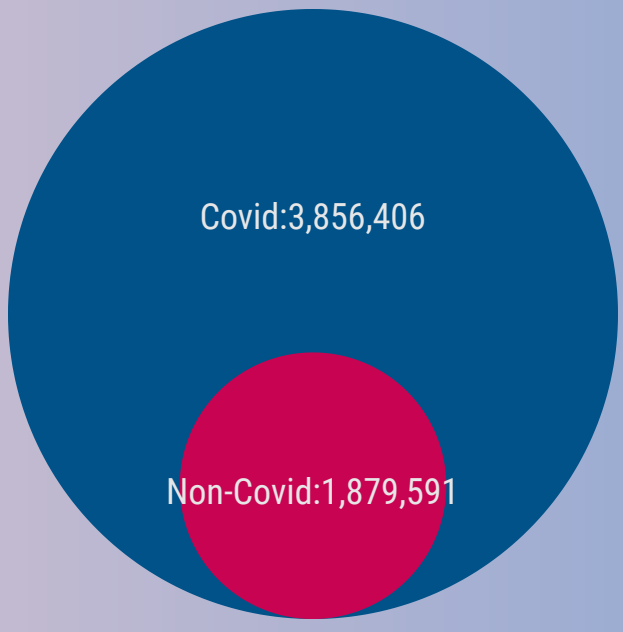
Grant Funding Year-to-Date 2020

January 1, 2020 - August 31, 2020

App Status July & August 2020



Awarded COVID vs. Non-COVID Applications



Application Status
July and August 2020

Funder	Name	Program	Amount Requested	Amount Awarded	Decision Date	Date Submitted	Status
CA Department of Community Services and Development (CSD)	CalEITC Outreach 2020-2021	VITA	$174,000	$174,000	8/31/2020		Awarded
Pacific Gas and Electric Company (PG&E)	CBO Direct Program		$10,000	$0	8/20/2020	6/1/2020	Awarded
Sierra Health Foundation	Asthma Preventive	211 Kern	$500,000	$500,000	8/4/2020	4/28/2020	Awarded
Schneider Electric Foundation	Matching Donations	Food Bank	$0	$100	7/31/2020		Awarded
Wonderful	Free Farmers Market	Food Bank	$50,000	$50,000	7/20/2020	8/30/2019	Awarded
Wonderful	Free Farmers Market Delano-2019/2020	Food Bank	$50,000	$50,000	7/20/2020	8/30/2019	Awarded
Kern Economic Development Foundation	Meal Delivery Restaurant Program		$99,000	$99,000	7/2/2020	7/2/2020	Awarded
United Way Worldwide	211 COVID Relief Round 2	Food Bank	$1	$5,000	7/1/2020	6/1/2020	Awarded
Feed the Children	Feed the Children - Partner Application	Food Bank	$1	$0	7/1/2020		Awarded
California Association of Food Banks (CAFB)	CAPK Food Bank Emergecy Response	Food Bank	$0	$192,462	7/1/2020		Awarded
Valley Strong	Valley Strong VITA	VITA	$10,000	$0	8/6/2020	7/30/2020	Denied
California Board of State and Community Corrections (BSCC)	Kern Youth Reinvestment	FHCC/SYC/211	$360,000	$0	7/6/2020	2/13/2020	Denied
Wonderful	Shafter Free Farmers Market 2020/2021	Food Bank	$50,000	$0		8/27/2020	Pending
Wonderful	Delano Free Farmers Market 2020/2021	Food Bank	$50,000	$0		8/27/2020	Pending
Wonderful	Wasco Free Farmers Market 2020/2021	Food Bank	$50,000	$0		8/27/2020	Pending
County of Kern	Emergency Solutions Grant-CARES Act Round 2	KLBNC	$2,366,882	$0		8/14/2020	Pending
Southern California Edison International (SCE)	Emergency and Disaster Outreach	Outreach/211	$5,000	$0		7/30/2020	Pending
Ca Department of Business Oversight (CDBO)	CalMoneySmart	VITA	$100,000	$0		7/2/2020	Pending

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	State	**CAPK Program**	FHCC/SYC
Funding Agency	CA Natural Resource Agency	**Project Name**	Connecting Youth to Nature and Culture
CFDA	N/A	**Target Population**	Low-income Youths
Reapplication (Y/N)	No	**Number to be served**	240
Estimated Request	$300,000	**Division Director**	Freddy Hernandez
Award Period	Jan 1, 2021 - Dec 31, 2021	**Program Manager**	Angelica Nelson and Lois Hannible

Project Goal (One sentence goal statement)

The program will provide the opportunity for youths to learn about and experience California nature and culture through classroom education and field trips.

Project Description (Brief one paragraph description)

FHCC and YMC programs will provide nature education using the National Park Services free Traveling Trunk and Rangers in the Classroom programs to learn about the wide variety of natural wonders in California. The program educator will also provide cultural learning opportunities on topics such as local African American, Hispanic, and Native American history and the role each culture has played in shaping Kern County and California. Youths will also have the opportunity to take field trips to reinforce learning to places such as the Museum of Tolerance, Cesar Chavez's National Chavez Center, Colonel Allensworth State Historic Park, Fort Tejon, and nearby California Missions. Each youth center will purchase a clean air 7 passenger van to transport youths on field trips.

Estimated Budget Summary

The funds will be dispersed over 3 years and include the purchase two clean air vans including applicable costs @$120,000; Staff salaries & benefits for a 30 hour per week program educator and 5 hrs. per week of each center's manger time @ $130,178 vehicle costs such as gas registration and maintenance @ $7,758; 24 field trips @ $19,200; program and office supplies @ $6,300; hiring costs @ $200; and indirect @ $16,364.

Approvals:

Freddy Hernandez — Digitally signed by Freddy Hernandez Date: 2020.09.03 14:06:31 -07'00' — 9/3/2020

1. Division Director — Date

Pritika Ram — Digitally signed by Pritika Ram Date: 2020.09.04 09:11:02 -07'00' — 09/04/2020

2. Director of Administration — Date

Traco Matthews — Digitally signed by Traco Matthews Date: 2020.09.04 11:46:00 -07'00' — 09/04/2020

3. Chief Program Officer — Date

Tracy Webster — Digitally signed by Tracy Webster Date: 2020.09.04 12:29:26 -07'00' — 09/04/2020

4. Chief Financial Officer — Date

Jeremy T. Tobias — Digitally signed by Jeremy T. Tobias Date: 2020.09.04 14:51:08 -07'00' — 09/04/2020

5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Federal	**CAPK Program**	CalFresh Healthy Living Program
Funding Agency	USDA SNAP-Ed	**Project Name**	CAPK CalFresh Health Living Program
CFDA	10.561	**Target Population**	5-60+ years
Reapplication (Y/N)	Y	**Number to be served**	90,000
Estimated Request	$1,723,709	**Division Director**	Carmen Segovia
Award Period	10/1/2020 through 9/30/2021	**Program Manager**	Tammy Fisher

Project Goal (One sentence goal statement)

The USDA Funded Partners: CAPK, University of California Cooperative Extension (UCCE), and Kern County Aging and Adult Services Department (KCAASD) will together focus to make healthy choices easier where county residents eat, live, learn, play, and work.

Project Description (Brief one paragraph description)

CalFresh Healthy Living (CHL) is a collaborative partnership between the USDA, the California Endowment, and the Nutrition Education and Obesity Branch of the CDPH. The USDA SNAP-Ed Funded Partners will collaborate to provide education and support to CHL participants to increase consumption of healthy food and beverages, improve food resource management, and increase physical activity opportunities using the Dietary Guidelines for Americans and SNAP-Ed interventions strategies proven to change behavior. By 9/30/2022 CHL efforts will provide education strategies to 90,000 SNAP-Ed eligible participants; work in partnership with 146 community partners to engage community members at 216 sites for implementation of 75 sustainable policy, systems or environmental (PSE) changes that will increase access to healthy foods and physical activity where people live, learn, eat, work, shop and play. CAPK exceeds the minimum requirement of 30% for subcontracts to implement obesity and chronic disease prevention strategies that align with the social ecological model and PSE changes.

Estimated Budget Summary

The budget of $1,723,709 will be allocated as follows: Personnel Costs: $787,642; Operating Costs: $171,451; Subcontracts: $607,915 and Indirect Costs: $156,701.

Approvals:

Carmen Segovia — Digitally signed by Carmen Segovia Date: 2020.09.02 12:37:40 -07'00' — 9/2/2020
1. Division Director — Date

Pritika Ram — Digitally signed by Pritika Ram Date: 2020.09.04 10:18:50 -07'00' — 09/04/2020
2. Director of Administration — Date

Traco Matthews — Digitally signed by Traco Matthews Date: 2020.09.04 11:47:38 -07'00' — 09/04/2020
3. Chief Program Officer — Date

Tracy Webster — Digitally signed by Tracy Webster Date: 2020.09.04 12:27:00 -07'00' — 09/04/2020
4. Chief Financial Officer — Date

Jeremy T. Tobias — Digitally signed by Jeremy T. Tobias Date: 2020.09.04 14:49:00 -07'00' — 09/04/2020
5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Private	**CAPK Program**	Food Bank
Funding Agency	Wonderful Foundation	**Project Name**	CAPK Free Farmers Markets
CFDA	N/A	**Target Population**	Low-income and Food Insecure Household
Reapplication (Y/N)	Yes	**Number to be served**	6600
Estimated Request	$150,000	**Division Director**	Carmen Segovia
Award Period	Jan1 , 2020 -Dec. 31, 2020	**Program Manager**	Jaime Orona

Project Goal (One sentence goal statement)

The CAPK Food Bank free Farmers markets will provide fresh produce and other food commodities to households struggling to feed their families in the undeserved communities of Delano, Wasco, and Shafter.

Project Description (Brief one paragraph description)

The Food Bank will conduct six Free Farmers markets in each community—Delano, Wasco, and Shafter—providing families in need with fresh produce and commodities such as beans, rice and shelf stable proteins. The program is currently serving Delano and Wasco. Under this proposal, Shafter will be a new site. It is expected that the program will provide 320,000lbs of fresh produce and 96,000lbs of commodity food to Delano, Wasco, and Shafter families. If COVID restrictions are still in place, all sites will be set up for drive-through distributions with access for those without cars (walk-up) using health and safety CDC and Kern Public Health guidelines.

Estimated Budget Summary

The budget of $50,000 per community served (for a total of $150,000) will be used for staffing @ $35,121; fuel for trucks @ $8,640; food procurement @ $81,000; Outreach @ $2,364; general supplies @ $9,240 and Indirect @ $13,365.

Approvals:

Carmen Segovia Digitally signed by Carmen Segovia Date: 2020.09.02 12:40:25 -07'00' 9/2/2020

1. Division Director Date

Pritika Ram Digitally signed by Pritika Ram Date: 2020.09.04 10:18:06 -07'00' 09/04/2020

2. Director of Administration Date

Traco Matthews Digitally signed by Traco Matthews Date: 2020.09.04 11:46:56 -07'00' 09/04/2020

3. Chief Program Officer Date

Tracy Webster Digitally signed by Tracy Webster Date: 2020.09.04 12:27:59 -07'00' 09/04/2020

4. Chief Financial Officer Date

Jeremy T. Tobias Digitally signed by Jeremy T. Tobias Date: 2020.09.04 14:49:55 -07'00' 09/04/2020

5. Chief Executive Officer Date

Date Presented / Approved:

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

MEMORANDUM

To: Board of Directors

From: Lisa Price, Program Governance Coordinator

Date: September 30, 2020

Subject: *Agenda Item VIII(a)*: September Policy Council Report – **Action Item**

The Policy Council last met on August 25, 2020 at which time quorum was established. This meeting was conducted via teleconference as per California Governor Executive Order N-25-20.

Budgetary and financial documents across all Head Start/State Child Development grants were presented for review, discussion, and consent. Upon conclusion of such, all items received unanimous approval from the Council.

Subcommittee reports were also shared with the Council by their respective chairpersons. A variety of information was provided including but not limited to some of the many ways the program is supporting families, a virtual learning calendar as well as weekly electronic newsletters for parents/guardians. Additional information shared included the creation of a COVID-19 health protocol in accordance with CDC guidelines as well as the purchase of cleaning equipment thus allowing classrooms to be sanitized in an expeditious and thorough manner.

The next Policy Council meeting will be held on October 27, 2020, this will be the final meeting of the 2019-2020 term.

Recommendation:
The Policy Council requests Board Approval of the September Report and the Policy Council meeting minutes from August 25, 2020.

Attachment:
Policy Council Meeting Minutes from August 25, 2020

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES
August 25, 2020
Teleconference ID: 411 394 096#
Per Governor's Executive Order N-25-20

1. Call to Order
   Chairperson Nila Hogan called the meeting to order at 5:31 p.m.
   a. Moment of Silence
   b. Reading of the Promise of Community Action
   "Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community and we are dedicated to helping people help themselves and each other."

2. Roll Call/Set Quorum
   Secretary Kaylonie Howard conducted roll call; quorum was established.
   Policy Council Members Present: Nila Hogan, Destiny Thompson Butler, Hernan Lozano, Nicole Cabe, Kaylonie Howard, Andrea Martinez, Isabelle Diaz, Isabel Everly, Brittany Dunbar, Jimmie Childress, Bianca Garibay, Ana Vega

3. Approval of Agenda *ACTION
   a. A motion was made by Andrea Martinez to approve the agenda dated August 25, 2020; seconded by Destiny Thompson Butler. Motion carried unanimously.

4. Approval of Minutes Chairperson *ACTION
   a. A motion was made by Andrea Martinez to approve the minutes of June 23, 2020; seconded by Kaylonie Howard. Motion carried unanimously.

5. Presentation of Guests /Public Forum
   The following guests were in attendance: Yolanda Gonzales, Director Head Start/State Child Development; Jerry Meade, Assistant Director of Head Start/State Child Development/Program; Leslie Mitchell, Assistant Director of Head Start/State Child Development/Education; Lorraine Casillas, Director of Finance; Esperanza Contreras, Partnership Administrator; Carolyn Coffey, Education & Support Services Administrator; LeTisha Brooks, Program Administrator; Gloria Barbero, San Joaquin Program Administrator; Nicole Nino, Family Engagement Specialist/Home Base Supervisor; Luz Adams, Program Manager; Heather McCarley, Fiscal Manager; Lisa Price, Program Governance Coordinator
   a. *The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the Policy Council will take no action other than that referring the item(s) to staff for study and analysis. Speakers are limited to five minutes each. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.*
   None

6. Standing Committee Reports
   a. School Readiness Committee
      The School Readiness Committee will be resuming subcommittee meetings with the next meeting to be held virtually on September 15, 2020. The topic of the meeting will be Health and Nutrition. Carolyn Coffey, Education and Support Services Administrator provided additional updates noting that the Inclusion Team has been supporting staff and families virtually and via telephone. They have participated in IEP meetings in supporting parents. The Family Engagement Team will assist families in enrolling in Ready Baby which has several new features including e-books and a collection from teaching strategies. The Education Team has created a virtual learning calendar which has been sent to all families receiving Head Start virtual

services. A parent observation form has also been developed which will assist parents as partners in their children's learning. The Ignite application has been purchased for the Head Start program and is a learning tool that will assist with tracking the developmental progress of children, which in turn will also help with assessments. It was noted that this app is accessible from any device. A newsletter specific to virtual learning has been created and sent for translation. The newsletter will cover a variety of topics and will also include a welcome video by teaching staff. Upon completion of translation this information will be sent to families. The Wellness Team has provided newsletters for both teachers and families. They are also completing weekly wellness meetings with staff. The Health Team has purchased the electrostatic sprayer which enables classrooms to be sanitized very quickly. In addition, they have created a Health Protocol in conjunction with CDC guidelines to keep children and staff safe. All support service areas are collaborating on a weekly S'mores newsletter which includes, pictures, videos, links and more. Carolyn shared that staff is excited about the newsletter and hopes families are enjoying all of the activities with their children.

b. Planning Committee
The Planning Committee did not meet this month but is happy to resume monthly meetings. The next meeting will be on September 1, 2020 through teleconference. Program information regarding enrollment, central kitchen reports, staffing and more can be found in the PRE-Report under the communication section of the Policy Council packet. This information will be received and filed.

c. Budget & Finance Committee
The budget to actual financial reports across all grants as in months past will be presented for Policy Council review and approval. These subcommittee meetings will resume next month on September 15, 2020 at 5:30 p.m. via teleconference. Information will be sent to members prior to the meeting.

d. Bylaws Committee
The Bylaws Committee has not met since initially meeting in February. However, the committee will meet on September 8, 2020 to discuss the current draft document which was reviewed by Administration with feedback provided. Once the committee has finalized the document, it will be presented to the Council for approval and subsequently to the Board of Directors as well.

7. Presentations
None

8. New Business *ACTION

a. Budget & Finance Reports ~ Heather McCarley, Finance Manager
   i. Kern Head Start Budget vs. Actual Expenditures, March 1, 2020 through July 31, 2020
   ii. Kern Early Head Start Budget vs. Actual Expenditures, March 1, 2020 through July 31, 2020
   iii. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures, March 1, 2020 through July 31, 2020
   iv. Early Head Start San Joaquin Budget vs. Actual Expenditures, February 1, 2020 through July 31, 2020
   v. Parent Local Travel & Child Care through July 31, 2020
   vi. Parent Activity Funds through May 31, 2020
   vii. Kern Head Start and early Head Start Non-Federal and In-Kind Report, March 1, 2020 through July 31, 2020
   viii. San Joaquin Early Head Start Non-Federal and In-Kind Report, February 1, 2020 through July 31, 2020

Heather McCarley shared budgetary information across all grants. Content shared for each report included but was not limited to base funds, training & technical assistance funds, parent activity funds including local travel and reimbursement as well as Coronavirus Aid, Relief and Economic Security (CARES) funding. Additional information regarding nonfederal share in-kind reports for both Kern and San Joaquin programs was also shared with the committee. Upon conclusion, a question was posed with regard to the CARES Act funds. It was asked if these

funds are also used for staff training (i.e. teachers, center staff, etc.) Heather shared that these funds have been primarily used for safety equipment, such as facial coverings, personal protective equipment (PPE), cleaning and more. Jerry added that while staff training is an allowable cost using CARES funding, there are quite a bit of training and technical assistance (T&TA) funds available because of the current health situation. There is no staff travel, nor in person conference attendance so very little is being charged to T&TA as we are doing everything in a virtual setting. Therefore, the CARES Act funding is being reserved to pay for the PPE and first aid materials as well as other items. It was shared that there is a significant amount of staff training taking place, adding the Education and Support Services team has done a wonderful job of creating training for staff including a COVID Health Protocol. Motion was made by Nicole Cabe to approve all budget and finance reports as presented; seconded by Andrea Martinez. Motion carried unanimously.

9. Communications
   a. Head Start PRE-Report ~ June 2020
   b. Mobile Immunization Clinic ~ August 2020 (English/Spanish)
   c. Stockton-San Joaquin County Public Library Virtual Events ~ August 2020
   d. Policy Council Resignation ~ Rosie Castillo, August 7, 2020
   e. Policy Council Resignation ~ Jessica Mendez, August 18, 2020
   f. San Joaquin County Virtual Family Day at the Park ~ August 31, 2020 – November 6, 2020
   g. Community Connections Virtual Trainings ~ September 2020
   h. Books in Motion ~ Kern Dance Alliance
   i. Beat the Heat – Kern County Fire Department
   j. Be Informed: Know Your Risk During COVID-19 ~ Texas Medical Association
   k. Planning Subcommittee Meeting Dates
   l. School Readiness Subcommittee Meeting Dates
   m. Bylaws Subcommittee Meeting Dates
   n. Budget & Finance Subcommittee Meeting Dates
   o. Policy Council Meeting Dates

   Motion was made by Nicole Cabe to receive and file items (a) through (o).

10. Program Governance Report/Training ~ Lisa Price

Lisa Price thanked members for taking time out of their evening to join the meeting. Adding, with school back in session many parents are now teachers for their children in the virtual environment which can be a challenge, so again their time is truly appreciated. Members were reminded that subcommittee meetings will resume, and flyers are in the Policy Council packet with specific dates. Lisa announced that the Planning Committee will have an additional staff sponsor working with Jerry for the balance of this term. Vanessa Cortez, Administrative Analyst was introduced to the Council as a Planning Committee Staff Sponsor. Vanessa shared that she has been with the agency for approximately seven weeks and is looking forward to being a staff sponsor. She invited members to reach out to her should they have any questions. Lisa shared that due to the current health crisis, there are not a lot of activities taking place however there are still a few events that families can take part in. A flyer was shared with information regarding an upcoming virtual Family Day for San Joaquin residents which includes, reading, interactive projects and more. It was also noted the Kern Dance Alliance has created theatric videos bringing books to life through dance. Additional information, as well as the link to access these dance stories can be found in the packet. It was stated that in this time of COVID there has been a lot of thought given to what it will look like in the recruitment of new members for the 2020-2021 Policy Council. It was noted there are still a few months left during this term, but we are always looking forward and planning ahead. Lisa was excited to share that a Policy Council Parent Interest Survey has been created to determine parent interest in serving on Policy Council. She shared that parents of children enrolled during this program year will be receiving this survey next month via email. She encouraged parents to keep an eye out for the survey and to consider election for the 2020-2021 term. Lisa also shared that all tools necessary for participation in meetings for the new term would be provided to members. In closing, Lisa expressed appreciation for participation to everyone in attendance.

11. Director's Report (HS/State Child Development) ~ Yolanda Gonzales
Yolanda thanked members for being part of this virtual meeting. She was impressed and delighted to see such great attendance and was appreciative of the continued support of the Policy Council. In sharing updates, Yolanda stated, full day full year centers opened on July 1, 2020 and on August 14, 2020, part year staff returned. She gave a big shout out to the Education Team and Content Area Specialists' for all of the trainings provided including an overview on the health and safety protocol as well as virtual learning strategies. It was indicated that staff has had an amazing amount of opportunities for training. Services for children started on August 17, 2020 with staff continuing to enroll and recruit families and develop new protocols. Yolanda shared that she is very proud of staff and all they continue to do. Through the CARES Act funding the program has been able to distribute additional PPE supplies and materials to staff such as extra aprons, masks, gloves, thermometers, spray bottles, sanitizer and all they need to implement safety protocols as we are receiving children and creating a safe environment for them. Yolanda stated that we continue to stay up to date with federal state and regulations and guidelines. Also, as new guidelines from public health are received, we are modifying our policies as needed, to ensure that we are sharing this information with staff, keeping them safe as well as our children and families. Yolanda thanked parents for supporting staff and being patient as we go through this together. She also reminded parents that as we continue on in this "new norm" it is important to stay connected and continue to keep an open line of communication with their child's teacher. She also shared how important it is for children to keep a routine and schedule at home, even if receiving virtual services. Some of the way's parents can do this is by having a designated workspace, keeping a consistent schedule, and making sure the child goes to bed early. Yolanda again thanked everyone for their support as we continue to work through COVID-19 and ensure health and safety for everyone. A member statement was made that their child has missed one or two days of class per week due to lack of staffing. A subsequent question was asked about the approach being taken with this situation (closures due to lack of staffing.) Yolanda acknowledged there have been challenges with staffing, as some staff have not returned for various reasons and others have retired. She shared this concern is something she and her team are aware of and are taking a closer look at to see what options and strategies can be taken to alleviate this type of situation. They are taking a new approach and a closer look as to how many children are actually attending classes. Yolanda went on to share there have been instances when only two children are present in a classroom and perhaps three in another (at the same site) with the required three teachers per classroom. She and her team are looking at creating capacities of ten in hopes to eliminate center closures due to lack of staffing. Yolanda added that they will continue to strategize as she knows center closures can be an additional burden on families needing childcare.

12. Policy Council Chairperson/Announcements ~ Nila Hogan
Nila Hogan expressed appreciation to Policy Council members for all that they continue to do. Adding, she knows it has been a little hard and exhausting especially now because for anyone with school aged children, classes have begun, and parents are busy with distance learning. Nila also thanked the staff for all that they are doing. She stated things change all the time due to COVID and from what was shared tonight it sounds like things are continuing to change. Nila added, parents who have children enrolled in the program and need childcare, really appreciate staff and all they are doing.

13. Adjournment ~ Chairperson
Members were given the opportunity to share a closing comment if so desired. Much appreciation was expressed towards staff and essential workers. Many members expressed support and words of encouragement for each other during this time, noting "we are in this together" and "we'll get through it!" The next Policy Council Meeting will be held on September 22, 2020. Meeting adjourned at 6:08 p.m.