



DATE	November 10, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 648 009 005#

Budget & Finance Committee Agenda

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

1. Call to Order

2. Roll Call

Janea Benton (Chair)
Fred Plane

Jonathan Mullings
Ana Vigil

Guadalupe Perez

3. Public Comments

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

4. New Business

- | | |
|---|--|
| a. Head Start / Early Head Start Budget to Actual Reports – Info Item | Heather McCarley, Finance Manager |
| 1. Kern Head Start Budget to Actual for the Period Ended October 31, 2021 (p. 3-5) | |
| 2. Kern Early Head Start budget to Actual for the Period Ended October 31, 2021 (p. 6-9) | |
| 3. San Joaquin Early Head Start budget to Actual for the Period Ended October 31, 2021 (p. 10-13) | |
| 4. Early Head Start Child Care Partnerships & Expansion budget to Actual for the Period Ended October 31, 2021 (p. 14-16) | |
| 5. American Rescue Plan Funding Budget to Actual for the Period Ended October 31, 2021 (p. 17-19) | |
| b. Budget Increase for the CalFresh Healthy Living Program – Action Item (p. 20) | Alejandra Morales, CalFresh Healthy Living Program Administrator |
| c. County of Kern CDBG Food Bank Expansion Project Agreement with Resolution – Action Item (p. 21-133) | Emilio Wagner, Director of Operations |
| d. Resolution to Approve the Submission of the 2021 Community Service Block Grant (CSBG) Contract Number 22F-5015 from the Department of Community Services and Development – Info Item (p. 134-136) | Pritika Ram, Director of Administration |
| e. Unrestricted Fund Balance Transfer PY 2020-21 – Action Item (p. 137-138) | Tracy Webster, Chief Financial Officer |

- f. October 2021 Financial Statements – **Action Item (p. 139-189)**

Tracy Webster, Chief Financial Officer

5. Committee Member Comments

6. Next Scheduled Meeting

Budget & Finance Committee Meeting
12:00 pm
To be Determined
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, November 5, 2021. Paula Daoutis, Administrative Coordinator.



MEMORANDUM

To: Budget and Finance Committee
From: *Heather McCarley*
Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Head Start - Kern*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the third-year budget period is March 1, 2021 through February 28, 2022.

The following are highlights of the Kern Head Start Budget to Actual Report for the period of March 1, 2021 through October 31, 2021. Eight months (66.67%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 60% of the budget, which is slightly greater than expenditures at this point in the prior budget period.

Training & Technical Assistance Funds

Overall expenditures are at 72% of the budget.

Carryover Funds

Overall expenditures are at 43% of the budget.

COVID Cares Funds

Overall expenditures are at 74% of the budget.

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

Non-Federal share is at 72% of the budget.

Community Action Partnership of Kern

Head Start - Kern

Budget to Actual Report

Budget Period: March 1, 2021 - February 28, 2022

Report Period: March 1, 2021 - October 31, 2021

Month 8 of 12 (66.67%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,000,522	5,509,705	4,490,817	55%	45%
FRINGE BENEFITS	2,787,432	1,689,522	1,097,910	61%	39%
TRAVEL	0	232	(232)		
EQUIPMENT	0	0	0		
SUPPLIES	733,439	293,094	440,345	40%	60%
CONTRACTUAL	148,506	71,768	76,738	48%	52%
CONSTRUCTION	0	0	0		
OTHER	2,748,825	2,238,294	510,531	81%	19%
INDIRECT	1,583,809	974,243	609,566	62%	38%
TOTAL BASE FUNDING	18,002,533	10,776,859	7,225,674	60%	40%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	11,872	30,032	28%	72%
SUPPLIES	23,986	19,750	4,236	82%	18%
CONTRACTUAL	22,800	26,944	(4,144)	118%	-18%
OTHER	72,752	58,560	14,192	80%	20%
INDIRECT	16,144	11,512	4,632	71%	29%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	128,639	48,947	72%	28%

CARRYOVER

SUPPLIES	2,294		2,294	0%	100%
CONTRACTUAL	15,000		15,000	0%	100%
CONSTRUCTION	2,276,903	1,096,229	1,180,674	48%	52%
OTHER	20,000	0			
INDIRECT	231,443	0	231,443		
TOTAL CARRYOVER	2,545,640	1,096,229	1,429,411	43%	57%

COVID CARES

PERSONNEL		80,843	(80,843)		
FRINGE BENEFITS		52,540	(52,540)		
SUPPLIES	295,335	139,291	156,043		
OTHER	155,558	60,699	94,859		
INDIRECT	46,675	33,195	13,480		
TOTAL COVID CARES	497,567	366,569	130,998	74%	26%

GRAND TOTAL HS FEDERAL FUNDS	21,223,326	12,368,297	8,835,029	58%	42%
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HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	1,042,837	524,801	67%	33%
CALIF DEPT OF ED	5,193,619	3,819,972	1,373,647	74%	26%
TOTAL NON-FEDERAL	6,761,257	4,862,809	1,898,448	72%	28%

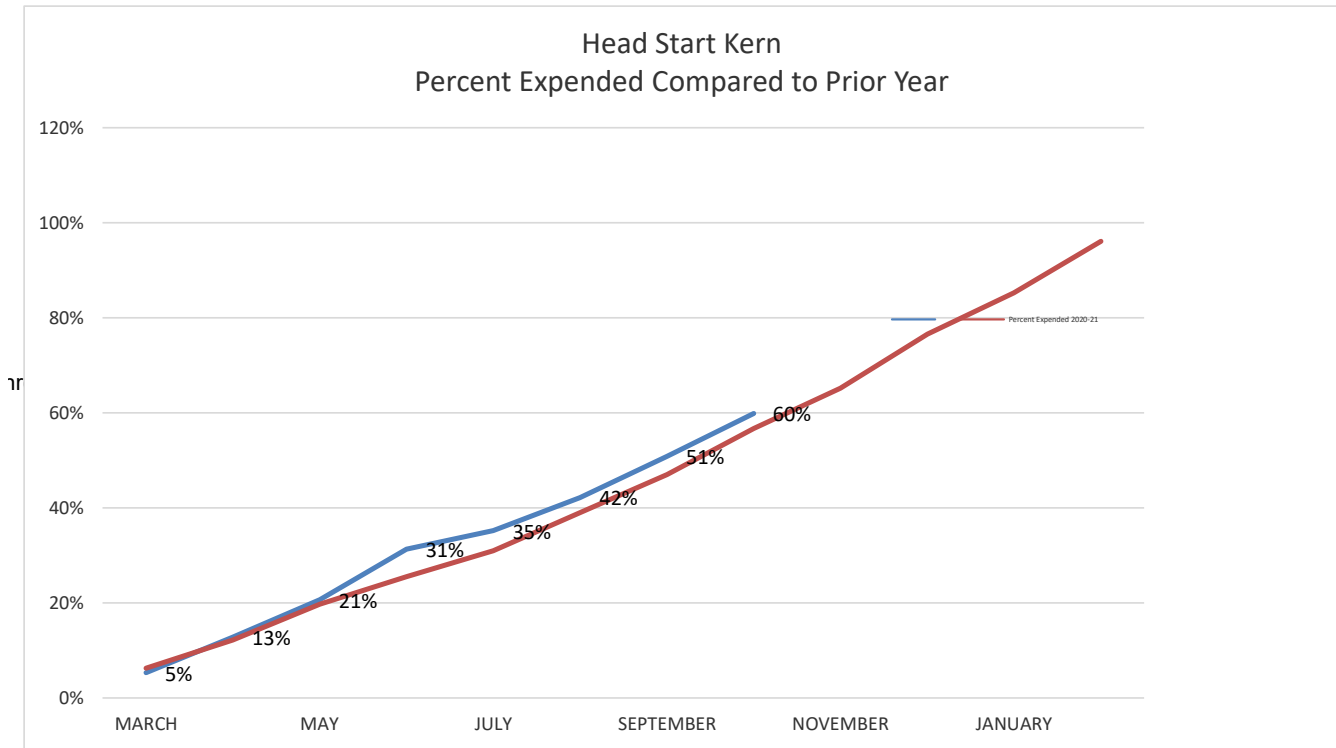
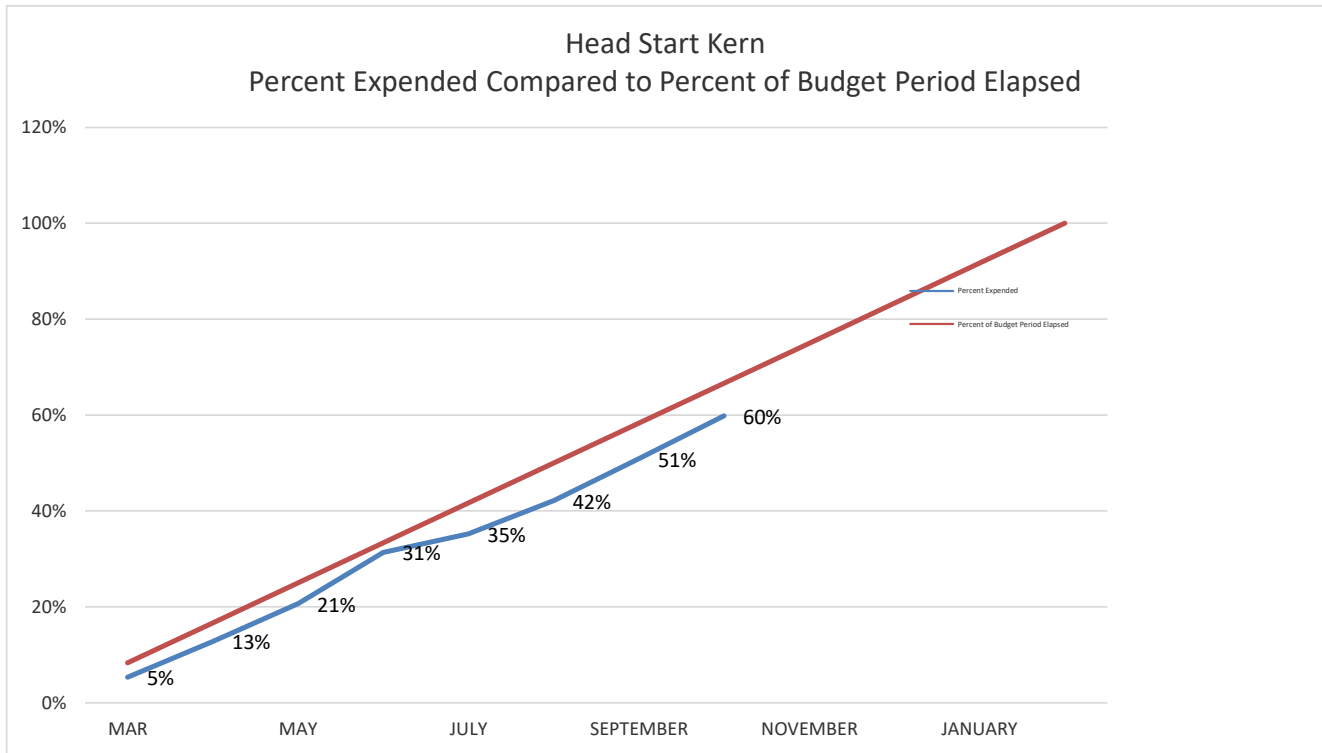
Budget reflects Notice of Award #09CH011132-03-01

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

Administrative Cost for HS and EHS Kern 7.0%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	10,093				10,093	11/3/2021
Lowe's	829.16				829.00	11/1/2021
Smart & Final	150.36				150	11/1/2021
Save Mart	2,901.87				2,902	10/6/2021
Chevron & Texaco Business Card	9,803				9,803	11/6/2021
Home Depot	2,186				2,186	11/1/2021
	25,964	0	0	0	25,963	





MEMORANDUM

To: Budget and Finance Committee
Heather McCarley
From: Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Early Head Start - Kern*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the third-year budget period is March 1, 2021 through February 28, 2022.

The following are highlights of the Kern Early Head Start Budget to Actual Report for the period of March 1, 2021 through October 31, 2021. Eight months (66.67%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 51% of the budget, which is on trend with where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 55% of the budget.

Carryover Funds

Overall expenditures are at 2% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Community Action Partnership of Kern
Early Head Start - Kern
Budget to Actual Report
Budget Period: March 1, 2021 - February 28, 2022
Report Period: March 1, 2021 - October 31, 2021
 Month 8 of 12 (66.67%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	5,021,133	2,675,895	2,345,238	53%	47%
FRINGE BENEFITS	1,751,175	759,001	992,174	43%	57%
TRAVEL	0	77	(77)		
EQUIPMENT	0	0	0		
SUPPLIES	483,444	171,867	311,577	36%	64%
CONTRACTUAL	36,432	26,492	9,941	73%	27%
CONSTRUCTION	0	0	0		
OTHER	920,158	553,372	366,786	60%	40%
INDIRECT	809,704	393,190	416,514	49%	51%
TOTAL BASE FUNDING	9,022,046	4,579,894	4,442,152	51%	49%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	32,253	5,094	27,159	16%	84%
SUPPLIES	6,807	6,607	200	97%	3%
CONTRACTUAL	11,412	48,881	(37,469)	428%	-328%
OTHER	102,788	23,802	78,986	23%	77%
INDIRECT	15,326	8,374	6,952	55%	45%
TOTAL TRAINING & TECHNICAL ASSISTANCE	168,586	92,758	75,828	55%	45%

CARRYOVER

SUPPLIES			0	#DIV/0!	#DIV/0!
CONTRACTUAL			0	#DIV/0!	#DIV/0!
CONSTRUCTION	4,208,158	65,012	4,143,146	2%	98%
OTHER		0	0		
INDIRECT	117,543	2,607	114,936		
TOTAL CARRYOVER	4,325,701	67,618	4,258,083	2%	98%

COVID CARES

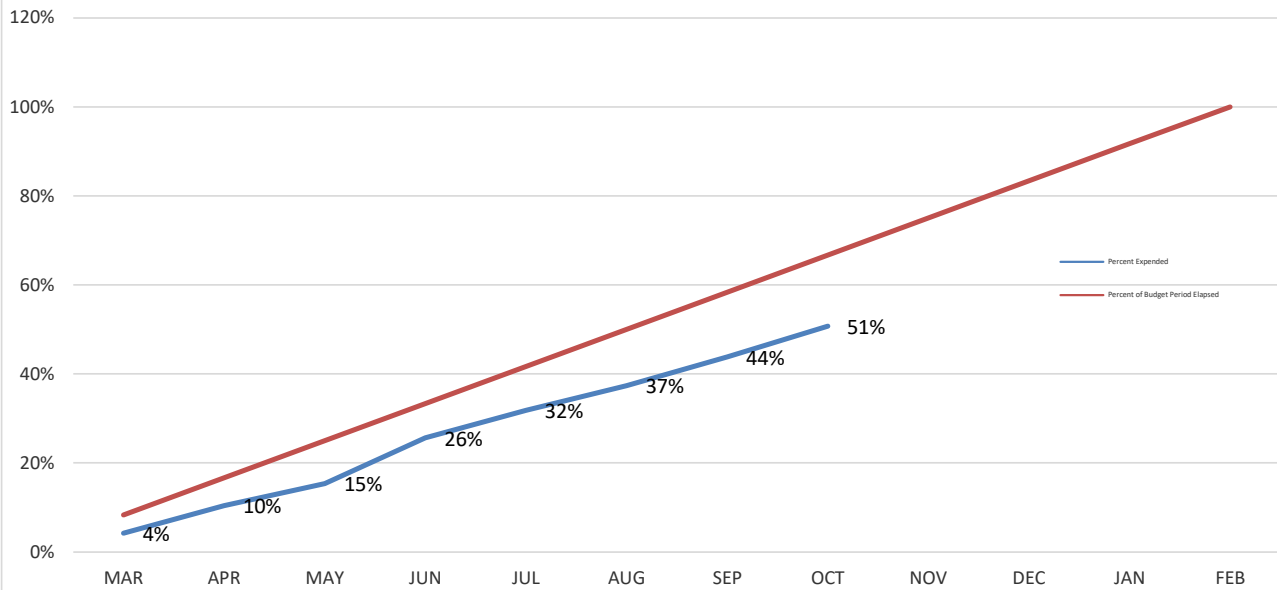
PERSONNEL		35,102	(35,102)		
FRINGE BENEFITS		28,570	(28,570)		
SUPPLIES	66,921	182	66,739	0%	100%
OTHER	18,194	19,457	(1,263)	107%	-7%
INDIRECT	9,068	11,103	(2,035)		
TOTAL COVID CARES	94,182	94,413	(231)	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	13,610,515	4,834,684	8,775,831	36%	64%
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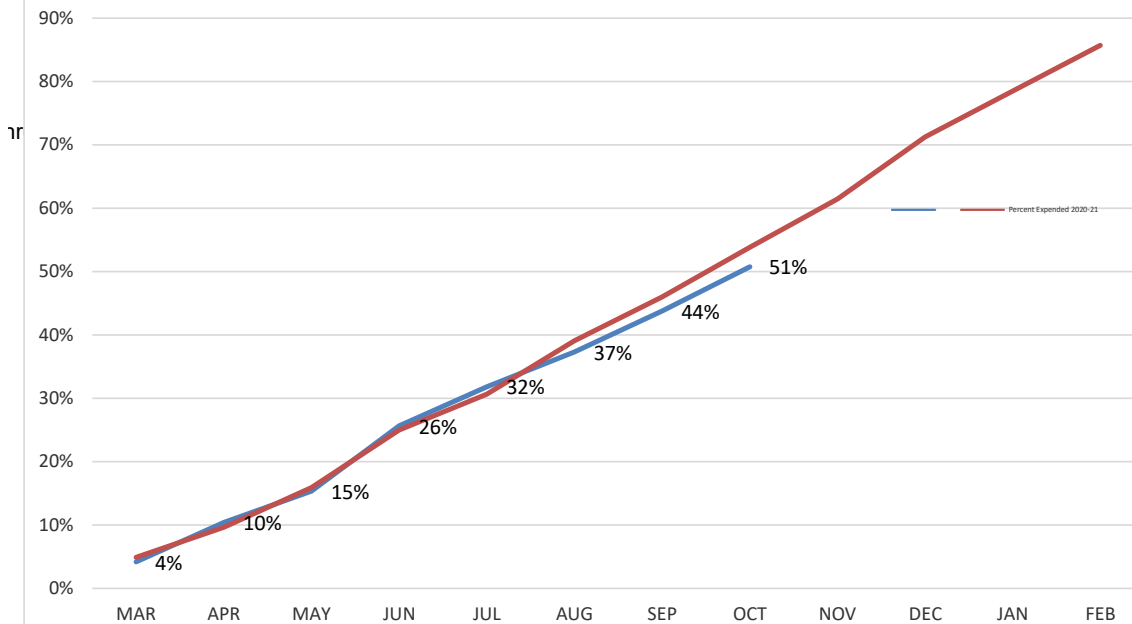
Budget reflects Notice of Award #09CH011132-03-01

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

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



Early Head Start Kern
Percent Expended Compared to Prior Year



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, 2021 through February 28, 2022
 Report for period ending **October 31, 2021** (Month 8 of
 12) **Percent of budget period elapsed: 66.67%**

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LOCATION	Enroll- ment	March	April	May	June	July	Aug	Sep	Oct	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	3,806	3,344	1,604	832	0	603	802	0	10,990	40,535	27%
Alicante	20	2,759	2,527	2,754	3,695	1,994	2,133	5,351	0	21,213	20,268	105%
Angela Martinez	60	1,682	5,056	1,604	2,212	2,609	2,319	3,200	0	18,683	60,803	31%
Broadway	40	9,072	8,492	6,658	0	0	830	2,173	0	27,225	40,535	67%
California City	34	7,983	7,727	3,833	0	0	492	136	0	20,171	34,455	59%
Cleo Foran	23	15,779	14,629	14,352	12,627	8,483	6,362	2,869	0	75,101	23,308	322%
Delano	76	19,953	21,082	15,436	8,265	7,463	4,163	8,456	0	84,818	77,017	110%
East California	52	14,322	16,129	16,718	15,278	15,044	8,892	11,949	0	98,332	52,696	187%
Fairfax	40	8,429	9,246	5,856	0	0	1,691	4,415	0	29,638	40,535	73%
Fairview	40	7,209	8,499	5,236	5,291	4,000	1,870	6,824	0	38,930	40,535	96%
Harvey L. Hall	156	11,773	13,555	13,824	9,064	6,858	6,493	9,078	0	70,644	158,087	45%
Heritage	20	5,914	6,825	3,362	0	0	397	1,669	0	18,167	20,268	90%
Home Base	123	12,960	10,178	8,707	6,057	7,221	5,523	2,389	0	53,035	62,323	85%
Lamont	20	3,352	4,009	406	1,055	1,485	0	133	0	10,439	20,268	52%
Martha J. Morgan	72	8,319	7,861	7,623	5,287	5,843	2,106	4,548	0	41,587	72,963	57%
McFarland	20	2,099	2,182	1,391	0	0	985	3,281	0	9,938	20,268	49%
Mojave	20	7,890	10,296	5,212	0	0	0	0	0	23,397	20,268	115%
Oasis	60	5,094	7,534	5,183	4,325	3,895	2,209	2,798	0	31,038	60,803	51%
Pete H. Parra	128	9,302	10,728	9,209	0	0	0	5,246	0	34,484	129,713	27%
Planiz	20	0	1,168	0	0	0	0	781	0	1,949	20,268	10%
Primeros Pasos	78	13,394	9,779	8,252	2,597	3,316	2,902	3,884	0	44,124	79,044	56%
Rosamond	80	5,024	6,643	2,972	1,649	0	0	51	0	16,340	81,070	20%
San Diego Street	40	2,566	2,282	2,970	2,501	1,709	3,549	3,841	0	19,419	40,535	48%
Seibert	40	0	0	0	0	0	0	0	0	0	40,535	0%
Shafter	20	3,661	2,948	2,292	1,198	0	2,607	5,966	0	18,672	20,268	92%
Shafter HS/EHS	25	1,137	2,606	2,500	2,453	2,067	2,227	2,323	0	15,313	25,334	60%
Sterling	124	7,380	8,415	7,493	8,090	7,700	4,023	3,256	0	46,357	125,659	37%
Sunrise Villa	20	2,328	1,874	651	1,718	0	971	1,492	0	9,035	20,268	45%
Taft	63	4,500	5,261	3,946	0	0	430	1,517	0	15,655	63,843	25%
Tehachapi	34	2,181	0	0	0	0	0	1,084	0	3,265	34,455	9%
Vineland	20	4,160	2,420	923	1,009	1,100	609	1,214	0	11,435	20,268	56%
Virginia	40	3,948	4,743	3,377	0	0	764	5,433	0	18,265	40,535	45%
Wesley	60	27,407	27,036	13,247	0	0	2,892	6,035	0	76,618	60,803	126%
Willow	55	5,130	4,162	2,753	0	0	762	826	0	13,633	55,736	24%
Administrative Services		0	0	0	0	0	0	0	0	0	0	NA
Governance		0	0	0	0	0	0	0	0	0	15,000	
Program Services	23	130	119	10,127	0	0	6,907	0	0	17,306	74,265	23%
SUBTOTAL IN-KIND	1,763	240,533	249,365	180,465	105,331	80,788	68,803	119,928	0	1,045,214	1,813,530	58%

State General Child Care*	218,706	214,532	221,798	216,097	167,020	182,708	187,329	199,701	1,607,890	2,821,834	57%
State Preschool*	395,510	387,783	334,094	184,445	165,206	155,454	233,778	301,417	2,157,687	3,865,832	56%
State Migrant Child Care*	9,413	9,710	9,016	9,016	4,013	4,161	4,756	4,310	54,395	125,833	43%
SUBTOTAL CA DEPT of ED	623,628	612,025	564,909	409,558	336,238	342,324	425,863	505,427	3,819,972	6,813,499	56%

GRAND TOTAL **864,161** **861,390** **745,374** **514,889** **417,026** **411,127** **545,791** **505,427** **4,865,186** **8,627,029** **56%**

*May include estimates



MEMORANDUM

To: Budget and Finance Committee
Heather McCarley
From: Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Early Head Start – San Joaquin*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021 through October 31, 2021. Nine months (75.0%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 63% of the budget, which is slightly below where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 81% of the budget. The combined personnel and fringe benefit expenses are at 75% of this budget.

Carryover Funds

Overall expenditures are at 0% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

Non-Federal share is at 100% of the budget.

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

Budget Period: February 1, 2021 - January 31, 2022

Report Period: February 1, 2021 - October 31, 2021

Month 9 of 12 (75.0%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,239,569	2,006,590	1,232,979	62%	38%
FRINGE BENEFITS	913,403	515,060	398,343	56%	44%
TRAVEL	0	13,079	(13,079)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	130,220	87,147	43,073	67%	33%
CONTRACTUAL	9,500	12,366	(2,866)	130%	-30%
OTHER	720,292	540,409	179,883	75%	25%
INDIRECT	498,077	299,864	198,213	60%	40%
TOTAL	5,556,061	3,505,705	2,050,356	63%	37%

TRAINING & TECHNICAL ASSISTANCE FUNDS

PERSONNEL	49,670	36,879	12,791	74%	26%
FRINGE BENEFITS	21,950	16,426	5,524	75%	25%
TRAVEL	3,260	3,859	(599)	118%	-18%
SUPPLIES	6,815	2,138	4,677	31%	69%
CONTRACTUAL	7,345	8,100	(755)	110%	-10%
OTHER	19,301	20,465	(1,164)	106%	-6%
INDIRECT	10,834	8,552	2,282	79%	21%
TOTAL	119,175	96,419	22,756	81%	19%

CARRYOVER

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

COVID CARES - Carried over from 2020-21

PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	72,943	42,873	30,070	59%	41%
OTHER	24,314	29,715	(5,401)	122%	-22%
INDIRECT	9,726	11,861	(2,135)	122%	-22%
TOTAL	106,983	106,983	0	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	6,264,205	3,709,107	2,555,098	59%	41%
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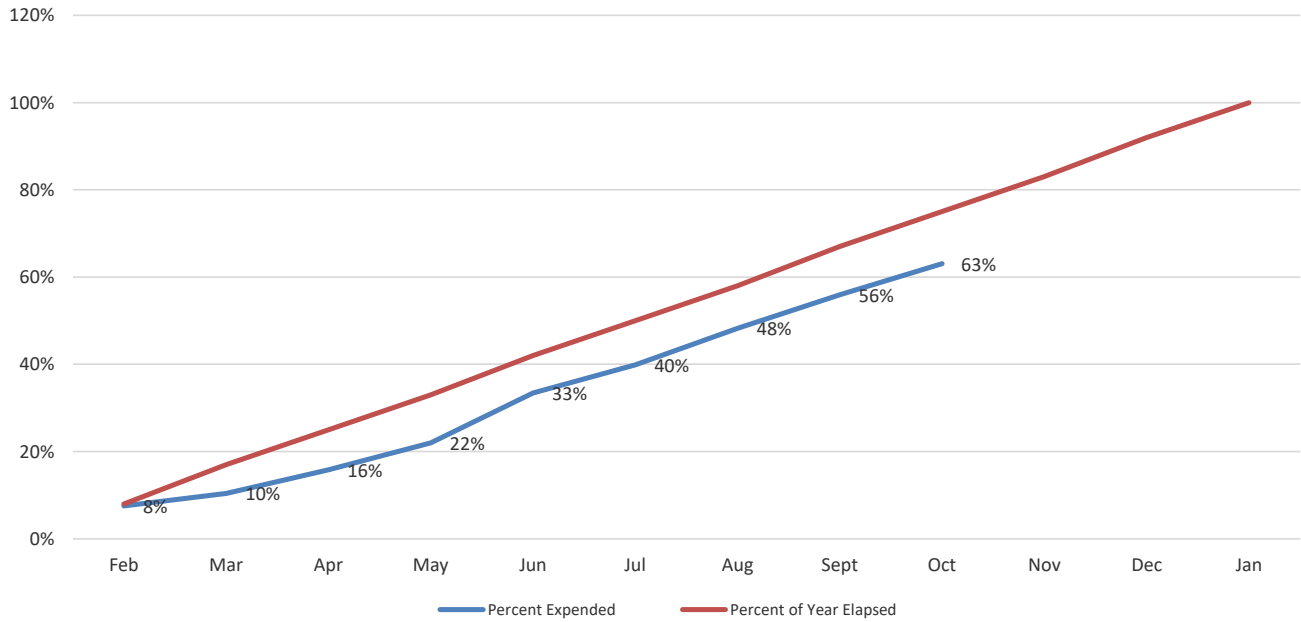
NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,402,068	1,402,068	0	100%	0%
TOTAL NON-FEDERAL FUNDS	1,402,068	1,402,068	0	100%	0%

Centralized Administrative Cost	6.0%
Program Administrative Cost	3.0%
Total Administrative Cost	9.1%

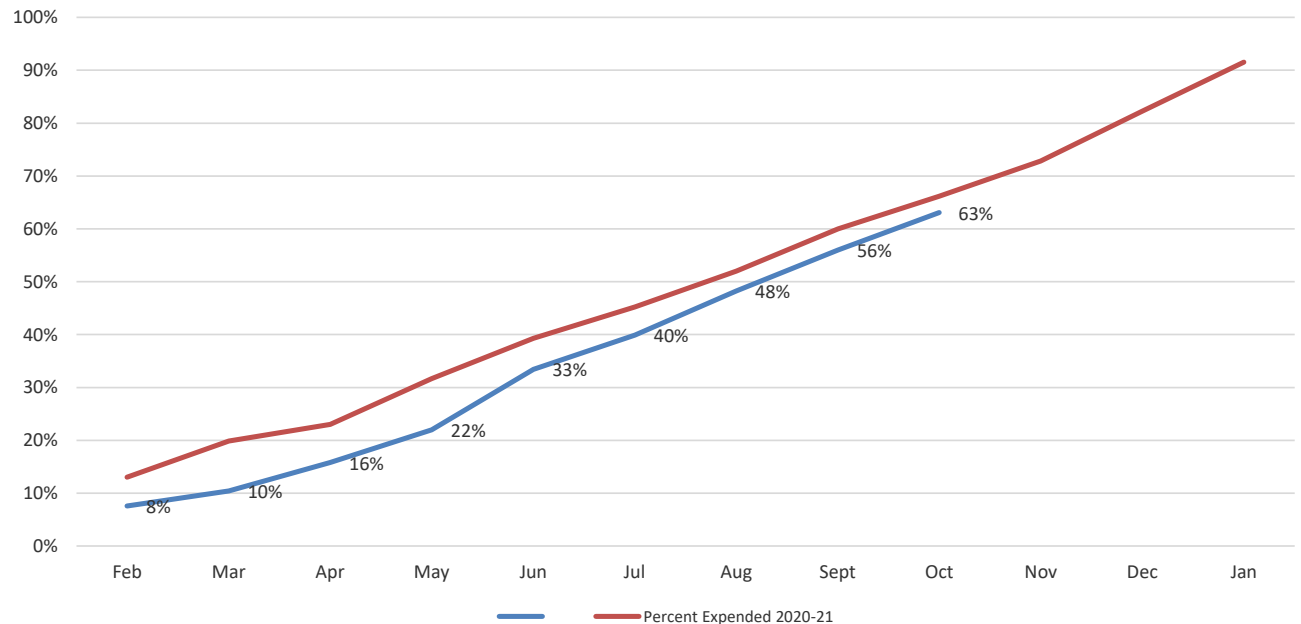
Budget reflects Notice of Award #09CH011406-02-02

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed



Early Head Start San Joaquin
Percent Expended Compared to Prior Year



Community Action Partnership of Kern
San Joaquin Early Head Start
Non-Federal Share and In-Kind Year-to-Date Report
Budget Period: February 1, 2021 through January 31, 2022
Report for period ending October 31, 2021 (Month 9 of 12)

Percent of budget period elapsed: 75%

LOCATION	FUNDED ENROLL- MENT	Feb	March	April	May	June	July	Aug	Sep	Oct	YTD Totals	IN-KIND GOAL	% OF GOAL MET
California Street	24	2,654	2,912	2,136	1,799	2,521	2,966	3,034	36	0	18,059	39,646	46%
Chrisman	20	2,493	2,771	2,804	2,097	1,582	3,454	3,486	34	0	18,720	33,039	57%
Gianone	16	1,009	1,300	1,254	1,179	1,130	1,283	1,316	0	0	8,472	26,431	32%
Kennedy	16	1,188	858	927	699	844	1,095	1,260	0	0	6,870	26,431	26%
Lodi Home Base	35	0	6,413	5,295	1,712	3,093	871	0	0	0	17,384	28,909	60%
Lodi UCC	30	3,271	3,946	2,019	5,524	2,934	2,945	3,246	73	0	23,959	49,558	48%
Manteca Home Base	12	1,106	3,329	3,285	2,982	1,967	1,679	3,097	12	0	17,455	9,912	176%
Marci Massei	24	2,453	3,257	2,521	1,766	2,170	2,461	1,860	18	0	16,506	39,646	42%
St. Mary's	24	3,029	2,929	3,172	2,203	1,809	2,760	889	950	0	17,741	39,646	45%
Stockton Home Base	90	5,231	9,230	10,975	6,759	5,637	7,625	6,154	3,373	0	54,985	74,337	74%
Tracy Home Base	12	0	0	0	0	0	1,654	0	0	0	1,654	9,912	17%
Walnut	24	3,004	3,300	4,579	5,262	2,716	3,673	1,816	486	0	24,837	39,646	63%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	
Program Services		15,169	15,194	18,213	15,348	8,655	8,655	8,655	8,655	8,655	133,163	108,412	123%
Policy Council		0	0	0	0	0	0	0	0	0	0	1,000	0%
SUBTOTAL IN-KIND	327	40,606	55,437	57,179	47,330	35,058	41,122	34,814	13,638	8,655	359,804	526,525	68%

State General Child Care*	120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	1,085,433	1,175,152	92%
SUBTOTAL CA DEPT of ED	120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	1,085,433	1,175,152	92%

GRAND TOTAL 161,159 219,948 219,343 198,216 186,635 121,721 120,246 97,275 94,731 1,445,237 1,701,677 85%

*May include estimates



MEMORANDUM

To: Budget and Finance Committee
From: *Heather McCarley*
Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *Early Head Start Child Care Partnerships*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021 through October 31, 2021. Eight months (66.6%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 42% of the budget, which is slightly above where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 13% of the budget.

Carryover Funds

Overall expenditures are at 2% of the budget.

COVID Cares Funds

Overall expenditures are at 19% of the budget.

Non-Federal Share

Non-Federal share is at 67% of the budget.

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

Budget Period: March 1, 2021 - February 28, 2022

Report Period: March 1, 2021 - October 31, 2021

Month 8 of 12 (66.67%)

Prepared 11/8/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	377,945	290,936	57%	43%
FRINGE BENEFITS	183,736	104,989	78,747	57%	43%
SUPPLIES	37,083	49,304	(12,221)	133%	-33%
CONTRACTUAL	1,091,504	246,490	845,014	23%	77%
OTHER	231,300	152,159	79,141	66%	34%
INDIRECT	215,164	86,761	128,403	40%	60%
TOTAL BASE FUNDING	2,427,668	1,017,647	1,410,021	42%	58%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	1,004	4,290	19%	81%
SUPPLIES	16,391	0	16,391	0%	100%
OTHER	29,393	3,625	25,768	12%	88%
INDIRECT	5,107	479	4,628	9%	91%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	7,261	48,924	13%	87%

CARRYOVER

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	0	2,458,581	0%	100%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	39,000	(24,879)	276%	-176%
INDIRECT	4,412	400	4,012	9%	91%
TOTAL CARRYOVER	2,507,114	39,400	2,467,714	2%	98%

COVID CARES

PERSONNEL	0	3,622	(3,622)		
FRINGE BENEFITS	0	579	(579)		
SUPPLIES	77,735	6,917	70,818	9%	91%
OTHER	24,361	7,926	16,435	33%	67%
INDIRECT	10,206	1,904	8,302	19%	81%
TOTAL COVID	112,302	20,948	95,554	19%	81%

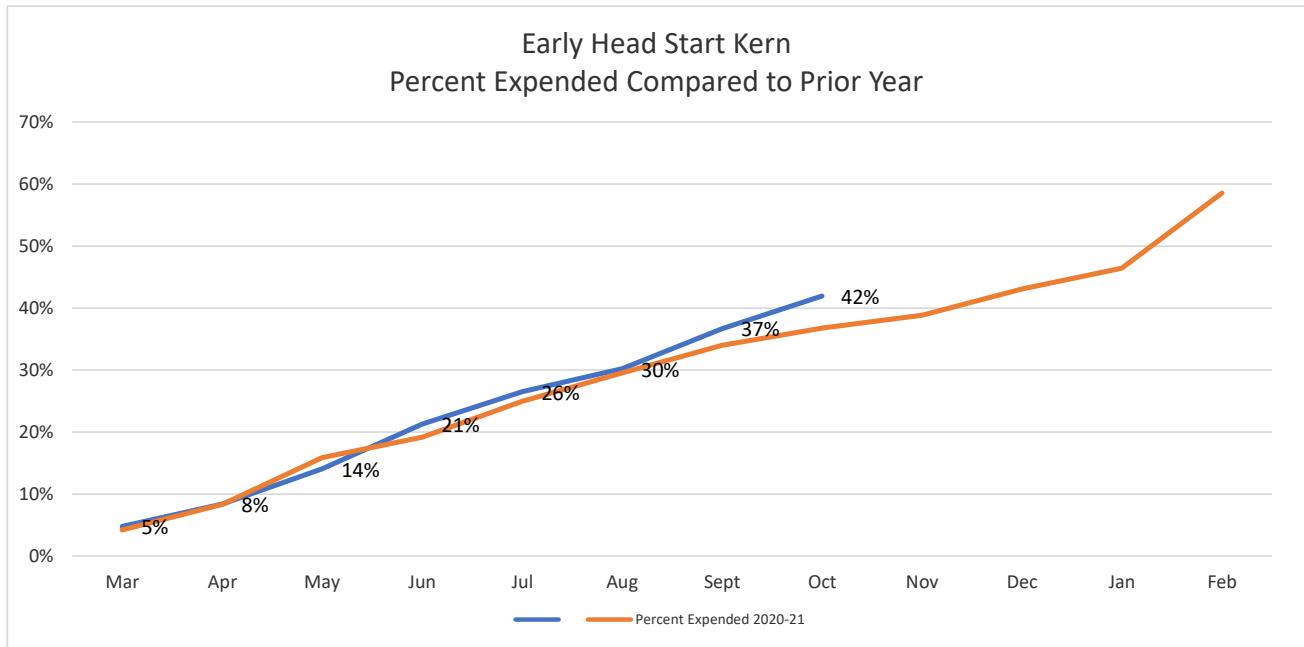
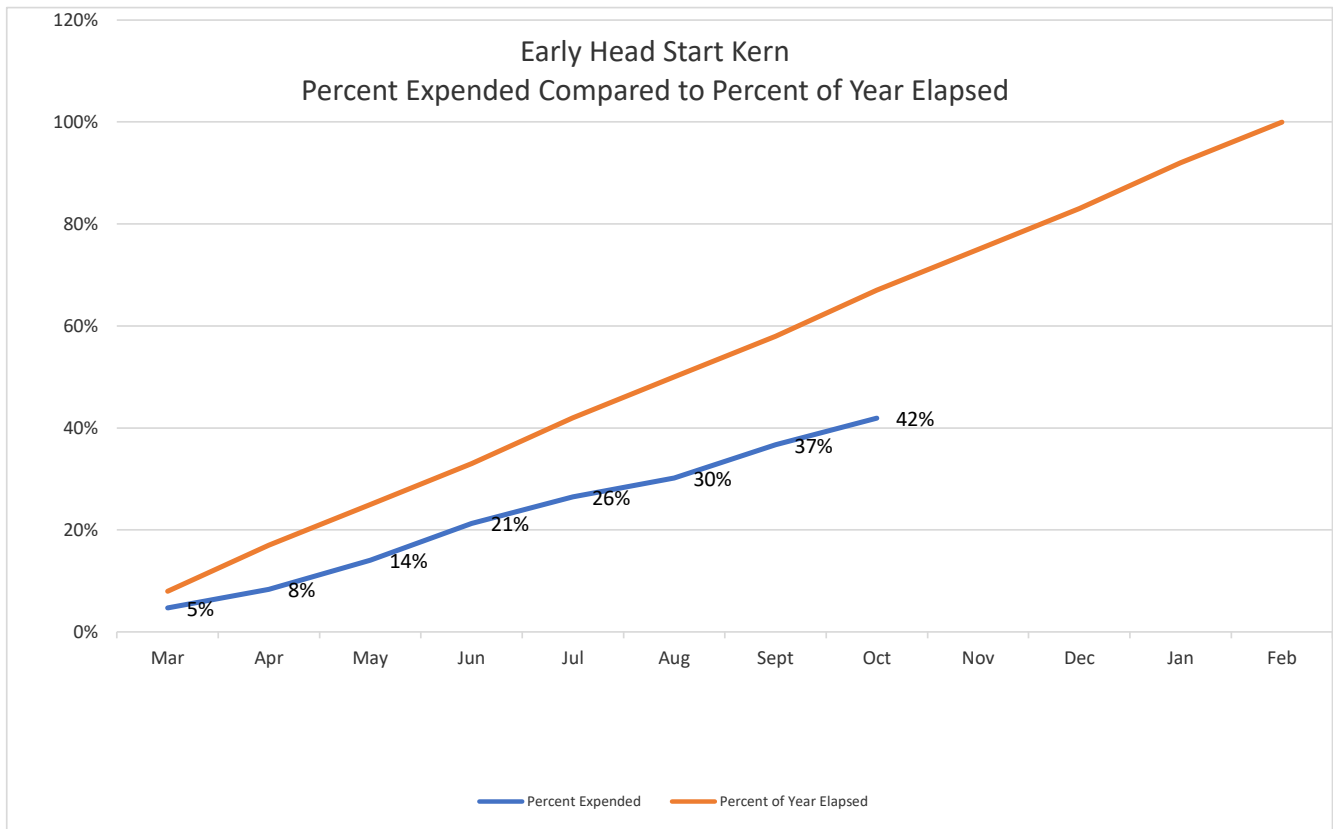
GRAND TOTAL EHS FEDERAL FUNDS	5,103,269	1,085,256	4,022,214	21%	79%
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NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	392,576	195,680	67%	33%
TOTAL NON-FEDERAL	588,256	392,576	195,680	67%	33%

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

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021





MEMORANDUM

To: Budget and Finance Committee
Heather McCarley
From: Heather McCarley, Finance Administrator
Date: November 10, 2021
Subject: *American Rescue Plan Funding*
Budget to Actual Report for the period ended October 31, 2021 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021 through October 31, 2021. Seven months (58.3%) of the 12-month budget period have elapsed.

COVID

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

American Rescue Plan Act

Overall expenditures are at 15% of the budget. These funds are being utilized to support the Summer Bridge Program options.

Community Action Partnership of Kern

American Rescue Plan

Budget to Actual Report

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

Report Period: April 1, 2021 - October 31, 2021

Month 7 of 12 (58.3%)

Prepared 11/8/2021

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

American Rescue Plan Act

PERSONNEL	763,438	281,848	481,590	37%	63%
FRINGE BENEFITS	251,934	89,677	162,257	36%	64%
TRAVEL	0	0	0		100%
SUPPLIES	553,540	34	553,506	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	830,310	0	830,310	0%	100%
INDIRECT	266,580	37,156	229,424	14%	86%
TOTAL	2,665,802	408,715	2,257,087	15%	85%

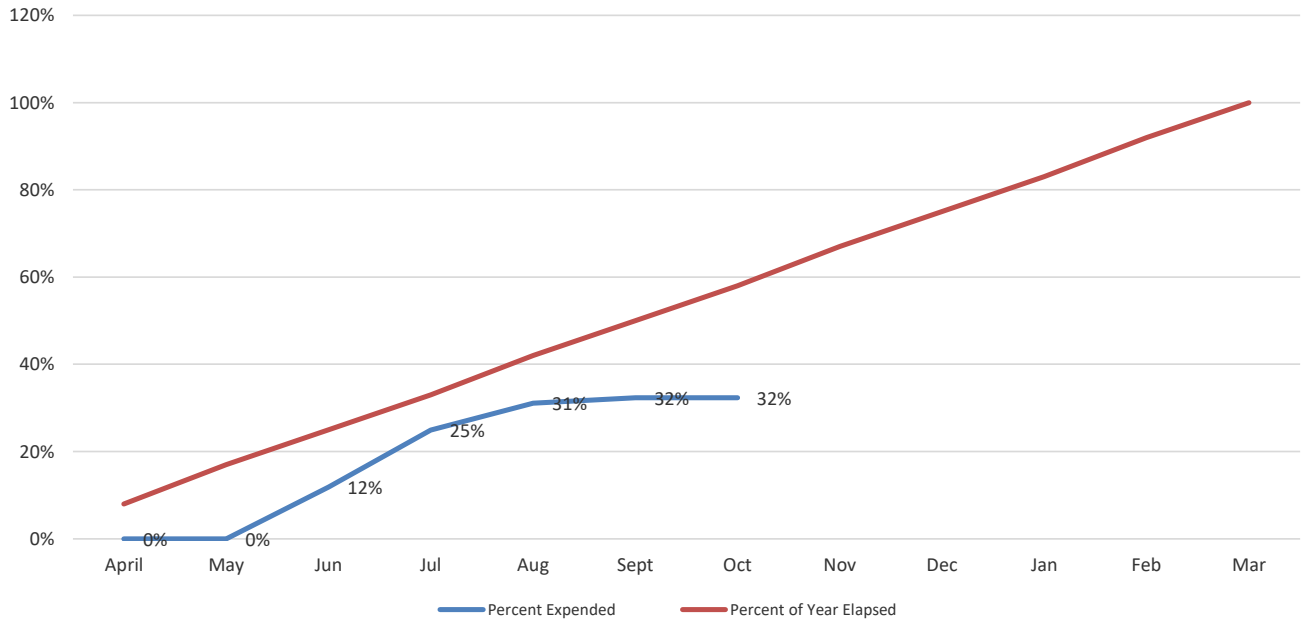
GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	1,079,274	2,257,087	32%	68%
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Centralized Administrative Cost	9.1%
Program Administrative Cost	0.0%
Total Administrative Cost	9.1%

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

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2021

Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed





MEMORANDUM

To: Budget & Finance
a. morales

From: Alejandra Morales, CalFresh Healthy Living Program Administrator

Date: November 10, 2021

Subject: *Agenda Item 4b:* Budget Increase for the CalFresh Healthy Living Program – **Action Item**

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

On September 22, 2021, the Budget and Finance Committee approved subcontracts for Kernville Union School District, Lamont Elementary School District, and Kern County Superintendent of Schools for a total of \$553,361.

One of the requirements of the CalFresh Healthy Living contract is that at least 30% of the funds are subcontracted to partners who will assist with the delivery of services. The amount being allocated for subcontracts has now increased to \$648,910.45 which demonstrates an increase of \$95,549.45 because of carry-over funds from Fiscal Year 2021. The subcontractors will continue to be Kernville Union School District, Kern County Superintendent of Schools, and Lamont Elementary School District.

The total FFY 2022 budget of \$1,835,459.00 will be allocated as follows:

Personnel Costs: \$812,862.55
Operating Costs: \$201,440.43
Subcontracts: \$648,910.45
Indirect Costs: \$172,245.57

CAPK CalFresh Healthy Living program goals align with the CAPK strategic goal to meet the needs of its priority populations and actively educate and advocate for healthy eating and active living environments.

Recommendation:

Staff recommends approval of the budget increase and allocation as identified above.



MEMORANDUM

To: Budget and Finance Committee

From: Emilio G. Wagner, Director of Operations

Date: November 10, 2021

Subject: *Agenda Item 4c: County of Kern CDBG Food Bank Expansion Project*
Agreement with Resolution – **Action Item**

Background:

As the Board is aware CAPK was awarded \$916,586 in Community Development Block Grant (CDBG) funds through the County of Kern to assist with the expansion of the Food Bank.

Current Events:

The County has been working on an agreement, which is attached in its final form, to identify all federal and local requirements tied to the funding that CAPK must comply with. In addition to the agreement 'Schedule A' provides the project parameters with a basic schedule beginning with CAPK's Board executing the agreement. The schedule has a duration of 15 weeks which is the expected start of earthwork.

CAPK has moved forward with bidding the project meeting the terms of the contract and HUD requirements. County has agreed to review plans and bids without an executed contract to ensure we meet the project timelines. The funding is expected to cover the cost of Earthwork, Ornamental metal fencing, and electrical materials. To assist the County with the expenditure milestones all work is expected to be completed by April of 2022.

Recommendation:

Staff recommends the Board of Directors approve the Resolution authorizing CEO to execute the County CDBG Funded Food Bank Expansion Project Agreement and any subsequent amendments throughout the duration of the contract term.

Attachments:

Food Bank Expansion Project Agreement
Schedule A
Resolution #2021-24

**AGREEMENT
COMMUNITY DEVELOPMENT PROJECT
COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)
CD# 3.20.5
(County - Community Action Partnership of Kern)**

THIS AGREEMENT ("Agreement") is made and entered into on _____, ("Execution Date") by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY"), and COMMUNITY ACTION PARTNERSHIP OF KERN, a California nonprofit corporation within the County of Kern ("NONPROFIT"),

RECITALS:

WHEREAS:

(a) The Congress of the United States has enacted Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), ("Act"), which provides for Community Development Block Grants for eligible activities;

(b) COUNTY has submitted the required documents to the Department of Housing and Urban Development ("HUD") for receipt of a Community Development Block Grant, Catalogue of Federal Domestic Assistance ("CFDA") Number 14.218, ("Grant") pursuant to the Act;

(c) Grant regulations provide for COUNTY, as an entitlement jurisdiction, to enter into agreements with its subrecipients to fund and implement community development projects;

(d) California Government Code Section 53703 authorizes cities and counties to participate in federally funded health, welfare, public works, and community improvement programs and empowers cities and counties to perform necessary acts by means of contracting with public and private agencies;

(e) NONPROFIT has requested the use of Grant funds for expansion of existing food bank warehouse, additional refrigeration and freezer capacity, and loading docks; and

(f) COUNTY desires to assist NONPROFIT by providing Grant funds for the design and construction of the food bank warehouse project and related improvements including pallet rack system installation, and other improvements.

AGREEMENT:

1. Definitions

a. Except to the extent modified or supplemented by the Grant Agreement between COUNTY and HUD dated February 23, 2021, ("HUD Grant to COUNTY") any term

defined in Title I of the Act, or the HUD Community Development Block Grant regulations at 24 CFR Part 570 shall have the same meaning when used herein.

b. "Program" means COUNTY's Community Development Program, including the administration thereof, with respect to the terms of the HUD Grant to COUNTY.

c. "Project" means the Community Action Partnership of Kern Food Bank Expansion located at 1807 Feliz Drive, Bakersfield, CA, all as more fully described in **Schedule "A"**, attached hereto and incorporated herein by this reference as if set forth in full.

d. "Activity" means the Community Action Partnership of Kern Food Bank Expansion located at 1807 Feliz Drive, Bakersfield, CA, all as more fully described in **Schedule "A"**, attached hereto.

e. "Program Income" shall have, with respect to the undertaken pursuant to this Agreement, the same meaning as the definition found in the HUD Community Development Block Grant regulations at 24 CFR part 570.500(a)(1), as amended, at 24 CFR part 570.504, and as defined in HUD Training Bulletin CPD-90-1, dated April 1990, entitled "Program Income".

f. "Change in Use Restriction Period" means that period which starts upon filing of the Notice of Completion, in the case of construction work, and ends five (5) years thereafter.

g. "Expiration of Agreement" means the date of expiration of the Change in Use Restriction Period or the date of resolution of all monitoring findings as determined solely by COUNTY, whichever occurs last.

h. "Subgrantee" and "Subrecipient" as these terms are used in any of the attached exhibits, means NONPROFIT.

i. Whenever duties or obligations are performed jointly by NONPROFIT and COUNTY, NONPROFIT and COUNTY will be referred to as "PARTIES".

2. Maximum Amount Payable Under Agreement and Mode of Payment

a. COUNTY shall reimburse NONPROFIT, or its designee(s), through progress payments for Activity costs incurred pursuant to this Agreement upon NONPROFIT making satisfactory progress, as determined solely by COUNTY, towards the completion of the Activity detailed in the attached **Schedule "A"**; provided, however, that the total amount made available by COUNTY through this Agreement and payable to NONPROFIT, or its designee(s), shall not exceed NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586). Unless PARTIES otherwise expressly agree in writing, NONPROFIT agrees to accept sole financial responsibility for all costs related to this Project/Activity in excess of the NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586) made available by COUNTY pursuant to this Agreement.

b. COUNTY's duty to pay NONPROFIT is expressly contingent on COUNTY's receipt and continued use of Grant funds from the federal government allocated for this Project/Activity. In the event such funds are not received by COUNTY, or are reallocated by

HUD after receipt and prior to completion of the Grant funded Project/Activity, this Agreement shall be immediately terminated or suspended as of the date the Grant funds are or become unavailable, and COUNTY shall have no further obligation to NONPROFIT under this Agreement until such time, if ever, that Grant funds are approved by HUD and allocated for the Project/Activity which is the subject of this Agreement. NONPROFIT agrees to indemnify and hold COUNTY harmless pursuant to the indemnification provisions of this Agreement from any costs, liabilities, losses, damages or expenses incurred as a result of termination of the Agreement due to unavailability of the Grant funds for this Project/Activity.

c. Payments shall be made to NONPROFIT, or its designee(s), upon NONPROFIT's submittal to COUNTY of a monthly certified claim executed by a properly designated official of NONPROFIT indicating the percentage of the Project/Activity that has been completed. Said certified claims shall be itemized and properly documented to clearly show the items, tasks or services for which reimbursement is being claimed and the basis for cost computation whether by cost per hour, cost per weight, cost per task or other measurement as agreed by and between PARTIES, as more fully described in the attached **Schedule "A"**.

d. After receipt and approval by COUNTY of a monthly certified claim for construction, COUNTY shall make a payment to NONPROFIT, or its designee(s), in the amount of ninety-five percent (95%) of COUNTY's pro rata portion of the project construction costs. The balance of the cumulative five percent (5%) retention from each claim shall be paid to NONPROFIT thirty-five (35) days after NONPROFIT files a Notice of Completion and after COUNTY has verified NONPROFIT's satisfactory compliance with Paragraphs 5 and 6 of this Agreement. The foregoing five percent (5%) retention is subject to the project construction contractor's right to substitute securities as explained in the document entitled "Withheld Contract Funds Certification", attached hereto as **Exhibit "A"** and incorporated herein by this reference as if set forth in full. The party entering into the construction contract with the prime contractor shall ensure compliance with the requirements set forth in the attached **Exhibit "A"**. NONPROFIT agrees that COUNTY is hereby empowered to make an independent determination of the percentage of the Project/Activity which has been satisfactorily completed and any such determination by COUNTY is conclusive. There will be no retention on monthly claims for architectural or design services.

3. NONPROFIT's Obligations

In addition to NONPROFIT's obligations as set forth in other sections of this Agreement, NONPROFIT agrees to perform the following specific duties:

a. NONPROFIT shall be responsible for implementation of this Project/Activity. Implementation shall include preparation of specification documents and plans if necessary; solicitation and hiring of contractors; construction engineering and inspection; contract administration; and HUD compliance monitoring services. NONPROFIT will provide COUNTY with all plans and specifications, including changes requested during construction, for COUNTY review and approval prior to their use.

b. NONPROFIT agrees that COUNTY may terminate, suspend and/or reduce the amount of Grant funding provided for in this Agreement if all work performed by NONPROFIT is not completed satisfactorily and within the budgetary limits and time schedule milestones

provided for in this Agreement. The length of any suspension or the amount of Grant reduction shall be at COUNTY's sole option and will be principally based on compliance with Project/Activity specifications and plans, and on timely initiation of NONPROFIT's design and/or construction obligations under this Agreement. COUNTY agrees that delays in completion of the work subject to this Agreement may result for reasons outside the control of NONPROFIT, and agrees that COUNTY will extend the time for completion of the work for unavoidable delays for a reasonable period, as determined solely by COUNTY. However COUNTY shall not be obligated to pay or to otherwise reimburse NONPROFIT for work performed subject to this Agreement if Grant funding for the Project/Activity is revoked or suspended by HUD due in part or whole to the delay in the completion of the work contemplated by this Agreement.

c. NONPROFIT shall be responsible for complying with all applicable local, state, and federal regulations, including, but not limited to, the monitoring of construction for compliance with the federal labor standards contract requirements set forth in the "Preconstruction Checklist for Contractors" attached hereto as **Exhibit "B"** and incorporated herein by this reference as if set forth in full. If NONPROFIT hires a consultant to provide compliance monitoring required to ensure to the satisfaction of HUD and COUNTY, that all applicable regulations are met during the implementation of this Project/Activity, NONPROFIT shall monitor the consultant's compliance efforts and shall remain responsible to COUNTY for providing compliance monitoring records in a form acceptable to COUNTY. NONPROFIT agrees to become familiar with the applicable statutes, regulations and guidelines governing the Grant program. All applicable statutes, regulations, guidelines, codes, rules and executive orders referred to in this Agreement are as from time to time amended.

d. NONPROFIT or any contractors hired by NONPROFIT to perform work on the Project/Activity shall obtain any and all permits necessary to implement this Project/Activity from appropriate state, COUNTY and/or other local agencies.

e. NONPROFIT (in collaboration with COUNTY) shall conduct a pre-bid and a preconstruction conference for the purposes stated within the document, "Material Covered at Preconstruction Conference" (**Exhibit "C"**), attached hereto and incorporated herein by this reference as if set forth in full.

f. NONPROFIT shall accept title to and be responsible for the maintenance and/or operation of the CAPK Food Bank, according to the terms of this Agreement and all applicable local, federal and state laws and regulations.

g. NONPROFIT shall be responsible for the control and safety of NONPROFIT officers, employees, agents, and invitees during the implementation of this Project/Activity. NONPROFIT shall take all actions necessary to ensure the safety of its employees and invitees during the implementation of the project and during the subsequent maintenance and/or operation of the CAPK Food Bank funded pursuant to this Agreement.

h. NONPROFIT shall cooperate fully with COUNTY in undertaking, monitoring and completing this Project/Activity.

i. NONPROFIT shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project/Activity to be completed under this Agreement.

j. Subsequent to bid opening, if the Director of COUNTY Planning and Natural Resources Department determines that funds budgeted herein are insufficient to satisfactorily accomplish or complete the work referenced in this Agreement, NONPROFIT will have thirty (30) calendar days from the date of such determination to obtain additional funding beyond COUNTY's maximum financial obligation or satisfactorily reduce the scope of the work, as provided for herein. If NONPROFIT does not obtain the necessary additional funding, or a reduction of scope is not successful in satisfactorily lowering overall Project/Activity costs, PARTIES hereby agree to mutually terminate this Agreement according to the requirements and standards of 24 CFR part 84.61, "Termination". In the event of termination, the work contemplated herein shall be abandoned and COUNTY shall incur no liability whatsoever to NONPROFIT for expenses incurred after termination of this Agreement or for costs related to any subsequent completion of the work contemplated by this Agreement.

k. NONPROFIT shall, as part of its contract administration responsibility, publish in a newspaper of general circulation, in trade journal publications and in minority oriented publications, a notice soliciting small and, as applicable, Section 3 business participation in this Grant funded Project/Activity. Prior to submitting a notice to a newspaper for publication, NONPROFIT shall obtain approval from COUNTY concerning the content of these required newspaper notices.

l. NONPROFIT shall be responsible, during the Change in Use Restriction Period, for the continued use (for the purpose described herein) of the NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586) funded pursuant to this Agreement and shall comply with federal property management regulations and standards in accordance with 24 CFR part 570.505 "Use of Real Property" (applicable to expenditure of Grant funds in excess of TWENTY FIVE THOUSAND DOLLARS [\$25,000.00]); 24 CFR part 570.501, "Responsibility for Grant Administration"; and with 24 CFR part 570.503(b)(8), "Reversion of Assets".

m. In the event that NONPROFIT cannot or fails to utilize the subject improvements for the purpose described herein throughout the Change in Use Restriction Period, NONPROFIT shall immediately notify COUNTY regarding NONPROFIT's proposed new use of the subject improvements. COUNTY shall review the Grant eligibility and national objective compliance of the proposed new use of the subject improvements prior to NONPROFIT and COUNTY performing any of the following steps listed in this section. COUNTY will communicate in writing to NONPROFIT its determination in this matter. After COUNTY has made its determination, and if directed by COUNTY, NONPROFIT shall conduct a public hearing to provide affected citizens an opportunity to comment on NONPROFIT's proposed new use of the subject improvements. After these steps have been completed, COUNTY, at its option, may require that NONPROFIT comply with one of the following:

(1) Reimburse COUNTY in an amount equal to the Grant funds expended for this Project/Activity or its "proportionate share" of the current "Fair Market Value" (as defined by the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Article 4, Section

1263.320) of all real property and/or improvements for which Grant assistance was provided pursuant to this Agreement, whichever is more. "Proportionate share" is that amount equivalent to COUNTY's percentage contribution toward the total acquisition, design, construction or other cost(s) of the Project/Activity, as described in **Schedule "A"** of this Agreement; or

(2) Offer the improvements for which Grant funds were expended pursuant to this Agreement for sale at "Fair Market Value" and, subsequent to sale, reimburse COUNTY for its "proportionate share" of the sales price.

PARTIES shall first use good faith efforts in an attempt to agree on the "Fair Market Value". If, however, PARTIES are unable to agree, they shall, within thirty (30) days from and after written request given by either party to the other, select an arbitrator mutually acceptable to both PARTIES. The arbitrator shall render an advisory decision as to the "Fair Market Value" of the real property and/or improvements referenced in this Agreement. The arbitrator's decision in this matter shall be nonbinding and advisory only; provided, however, that PARTIES shall, in good faith, give serious consideration to the arbitrator's decision.

If PARTIES are unable to agree with a single arbitrator within the above-referenced thirty (30) days, then each shall, within twenty (20) additional working days, appoint one (1) arbitrator and the two (2) arbitrators shall select a third arbitrator within ten (10) additional working days after both are selected. Any decision as to the "Fair Market Value" determined and jointly agreed upon by any two (2) of the three (3) arbitrators shall be nonbinding and advisory only; provided, however, that PARTIES shall each give good faith and serious consideration to the arbitrators' decision.

All arbitrators shall be real estate appraisers who have at least ten (10) years experience in appraising real estate in the State of California and must be either a member of the American Institute of Real Estate Appraisers, holding an M.A.I. (Member of Appraisal Institute) designation, or a member of the Society of Real Estate Appraisers, holding an S.R.P.A. (Senior Real Property Appraiser), or an S.R.E.A. (Society of Real Estate Analysts) designation. PARTIES shall each pay half of the fees and necessary expenses for the arbitrators.

In no event shall the amount reimbursed to COUNTY be less than COUNTY's total contribution toward the Project/Activity. The Change in Use Restriction, as stated herein, shall be in effect for that period defined in Paragraph 1.f. of this Agreement.

4. COUNTY's Obligations

a. Any regulation enacted by COUNTY to facilitate the administration of the Grant will be made available to NONPROFIT by County's Board of Supervisors or its designee.

b. COUNTY shall make available to NONPROFIT, at its written request, copies of the terms of the Grant.

c. COUNTY shall cooperate fully with NONPROFIT in undertaking this Project/Activity and process NONPROFIT invoices for payment under this Agreement with due diligence.

d. COUNTY shall make available to NONPROFIT a copy of the notice which NONPROFIT may use in soliciting small and Section 3 business participation in the Grant funded work contemplated by this Agreement.

e. COUNTY shall review plans and specifications submitted by NONPROFIT and shall provide comments and approval or disapproval.

5. Laws and Regulations

a. NONPROFIT agrees to comply with the provisions of the Act, any amendments thereto, the federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to COUNTY now or hereafter in effect, and the regulations now or hereafter enacted by COUNTY to facilitate its administration of the Grant in Kern County, or any other statute, regulation or guideline applicable to the Program. NONPROFIT shall become familiar with the applicable statutes, regulations and guidelines governing the Grant program, each of which is made a part hereof and incorporated herein by this reference as if set forth in full.

b. It is agreed that all provisions of State of California law applicable to public contracts (except to the extent California law may be waived and is waived by the PARTIES) are a part of this Agreement to the same extent as if set forth herein in full and shall be complied with by NONPROFIT under this Agreement and any related agreements.

6. Records and Administration

a. In the event NONPROFIT expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal financial assistance in any single fiscal year, from all sources combined, it shall arrange at its own expense for performance of a "Single Audit" of its entire operation by an independent auditor. Such audit shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non Profit Organizations"; Pub. L. 98-502, "Single Audit Act of 1984", as amended; 24 CFR part 84.26, "Non-Federal Audit"; and OMB Circular A-133, "Audits of States, Local Governments and Other Non-Profit Organizations", all of which are incorporated herein by this reference as if set forth in full.

The results of the audit must be submitted to COUNTY within thirty (30) days of completion. Acceptance of NONPROFIT's audit reports by COUNTY does not prohibit COUNTY from performing any additional audit work required to follow up on findings, as deemed necessary by COUNTY, or as necessary for COUNTY to comply with any administrative or audit requirements imposed by the federal or state government.

b. As a condition of receiving federal financial assistance under this Agreement, NONPROFIT agrees to comply with 24 CFR part 91.105(h), "Access to Records". It is further agreed by NONPROFIT that any agreement between NONPROFIT and its independent auditor shall provide for access during normal business hours to the independent auditor's work papers by federal, state and COUNTY auditors, or their authorized agents, as may be deemed necessary to carry out their audit responsibilities. The audit agreement must also require NONPROFIT's independent auditor to retain for review purposes said audit work

papers for a minimum of five (5) years from date of audit completion or until all related audit issues are resolved, whichever should occur later.

c. NONPROFIT agrees to maintain a financial management system which complies with 24 CFR part 84.21, "Standards for Financial Management Systems". Particular reports and records that may be applicable to this Project/Activity and require compliance by NONPROFIT are described in and attached hereto as **Exhibit "D"**, and are incorporated herein by this reference as if set forth in full.

d. NONPROFIT agrees to comply with the methods and procedures for payment as outlined in 24 CFR part 84.22, "Payment", except as modified by 24 CFR part 570.513, "Lump Sum Drawdown for Financing of Property Rehabilitation Activities".

e. NONPROFIT agrees to comply with the standards and requirements of 24 CFR part 84.35, "Supplies and Other Expendable Property", and 24 CFR part 84.34, "Equipment."

f. NONPROFIT agrees to comply with the requirements and standards of 24 CFR 84.40 through 48, "Procurement Standards," and 24 CFR 84.27, "Allowable Costs."

g. NONPROFIT agrees to comply with the standards and requirements of 24 CFR 84.13, "Debarment and Suspension; Drug Free Workplace," and 24 CFR 84.51, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f) thereof. NONPROFIT further agrees that COUNTY has the right to monitor and supervise the administration and/or implementation of the Project/Activity to be completed pursuant to this Agreement to help ensure compliance with the requirements of the Act as now or hereinafter amended, the federal regulations as now or hereafter promulgated pursuant to the Act, or guidelines developed by the federal government for administering and/or implementing the Project/Activity, or any other statute, rule, regulation or guideline applicable to the administration and/or implementation of the Grant program.

h. NONPROFIT agrees to comply with the standards and requirements of 24 CFR part 84.62, "Enforcement", and 24 CFR part 84.61, "Termination." NONPROFIT also agrees that COUNTY can, by unilateral action, terminate this Agreement, with cause, by giving ten (10) days prior written notice to NONPROFIT. In the event COUNTY determines that an intentionally false or fraudulent certified claim has or is being filed, COUNTY, in its sole discretion, may immediately terminate this Agreement and/or NONPROFIT shall reimburse COUNTY for any and all funds found to be improperly paid, as well as those reasonable costs associated with the investigation and recovery of the contested claims and/or amounts.

i. NONPROFIT shall be accountable to COUNTY for any and all Grant funds expended by NONPROFIT or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative thereof was acting within the scope of his employment. NONPROFIT shall repay COUNTY the full amount of any improperly expended Grant funds upon demand and shall comply with the requirements of 24 CFR part 84.72, "Subsequent Adjustments and Continuing Responsibilities". COUNTY may retain any funds of NONPROFIT in COUNTY's possession as an offset against the debt resulting from such improper expenditure.

j. NONPROFIT agrees to comply with the standards and requirements of 24 CFR part 84.73, "Collection of Amounts Due".

k. NONPROFIT shall return to COUNTY, within forty-five (45) days of receipt, all Program Income which is directly generated by Grant funded activities during the Change in Use Restriction Period.

l. At COUNTY's sole option, COUNTY may either terminate this Agreement upon three (3) days written notice to NONPROFIT or withhold funds from the Project/Activity if NONPROFIT is not complying with provisions of the Act, federal regulations thereunder, terms of the Grant from the federal government to COUNTY, the regulations of COUNTY to facilitate the administration of the Grant, the terms of this Agreement, or any other statute or regulation applicable to the Program or administration thereof as determined solely by COUNTY. Should COUNTY become subject to any claims, causes of action, costs or sanctions due to any failure by NONPROFIT or NONPROFIT's agent to comply with all applicable federal, state, and local laws and regulations, NONPROFIT hereby agrees to be solely liable for any such expenses, costs, damages and sanctions and shall fully reimburse, hold harmless, and indemnify COUNTY for any payments made or funding lost by COUNTY and COUNTY's expenses related thereto, including COUNTY's costs.

7. Use Restriction Monitoring

Beginning approximately one year after the date of the filing of the Notice of Completion and resolution of all monitoring findings, COUNTY may conduct on-site monitoring of improvements located on NONPROFIT owned property and constructed with Grant funds pursuant to this Agreement for compliance with the proposed or agreed upon use during the period defined in Paragraph 1.f. herein. The purpose of the monitoring visit is to insure that the Grant funded real property and/or improvements continue to be utilized for the original eligible use or for another Grant eligible use approved by COUNTY in accordance with applicable regulations found at 24 CFR part 570.201, and/or that the beneficiaries continue to qualify pursuant to the national objectives of the Grant program, documented in regulations found at 24 CFR part 570.208. Monitoring visits shall consist of interviews with the operator and members of the staff of NONPROFIT, an examination of relevant data and application forms regarding the use of the Grant funded real property or improvements and clientele served, and, at the discretion of COUNTY, interviews with clients served by the Grant funded Activity. COUNTY shall notify NONPROFIT at least two (2) weeks in advance of each monitoring visit.

In order to assist COUNTY in monitoring for HUD National Objective Compliance and the continued use of the improvements constructed pursuant to this Agreement, NONPROFIT shall maintain and provide records of the number of households/persons served at the facility and their racial/ethnic categories using the "ACTIVITY BENEFICIARY FORM Reporting Package" contained in **Exhibit "E"**. These reporting requirements are subject to any and all modifications made by HUD from time to time. NONPROFIT will be notified in a timely fashion, as determined solely by COUNTY, when these reporting requirements change and what NONPROFIT has to do to comply with the changes that are made.

NONPROFIT shall also, at the time of each COUNTY monitoring visit, make available to COUNTY the following items: any and all fee schedules for use of the property/improvements; copies of any application required of property/improvement users/beneficiaries; a list of all functions, programs or services provided at the property or made possible by the improvements; the total number of beneficiaries served; and the total number of Grant qualified beneficiaries served during the preceding twelve (12) months. This information shall also be provided to COUNTY's Planning and Natural Resources Department by July 5th of each year. If it is unclear as to how the client information must be collected and recorded, NONPROFIT should contact COUNTY's Community and Economic Development Department, Planning Division, and request clarification and appropriate technical assistance.

A determination regarding continued compliance and/or any related findings, conditions or sanctions shall be made and communicated in writing to NONPROFIT by COUNTY following each monitoring visit.

8. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients

Assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts, or otherwise engage the services of, or fund any contract or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24.

9. Political Activity

NONPROFIT agrees that no Grant funds shall be expended to finance any political activity in contravention of the Hatch Act of 1939, as amended, 5 U.S.C. 15 et seq.

10. Prohibited Use of Federal Funds for Lobbying

NONPROFIT certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of NONPROFIT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, NONPROFIT shall complete and submit, in accordance with its instructions, Standard Form-LLL, "Disclosure of Lobbying Activities", attached hereto as **Exhibit "F"** and incorporated herein as if set forth in full.

NONPROFIT 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 any federal grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11. Use of Grant Funds for Religious Purpose

NONPROFIT agrees that no Grant funds shall be expended for the design, construction, operation, or maintenance of any facility used for inherently religious activities.

12. Prohibited Interest of Officials and Employees

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. No member, officer or employee of NONPROFIT, or its designees or agents, no member of the Board of Supervisors of COUNTY or any other public official who exercises any functions or responsibilities with respect to the Program during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. NONPROFIT shall incorporate or cause to be incorporated, in all contracts or subcontracts, relating in any manner to this Agreement, a provision prohibiting such interest.

The PARTIES to this Agreement have read and are aware of the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All PARTIES hereto agree that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. NONPROFIT shall comply with the requirements of Government Code, section 87100 et seq., during the term of this Agreement.

13. Federal Labor Standards and State Labor Code Provisions

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, NONPROFIT and all contractors engaged under contracts for the construction, alteration, and/or repair of any building or work financed in whole or in part with federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the U. S. Department of Labor under 29 CFR parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve NONPROFIT of its obligation to require payment of higher rates. Further, if the requirements of HUD and of the State of California are different in regards to matters including, but not limited to, hours of labor, payroll records, apprentices, workers' compensation, and suits to recover penalties and forfeitures, NONPROFIT shall comply with the more restrictive provision.

NONPROFIT shall cause or require to be inserted in full, in all such contracts subject to such regulations, the "Federal Labor Standards Provisions" clause, or any modification thereof, set out in **Exhibit "G"** attached hereto and incorporated herein by this reference as if set out in full. NONPROFIT shall comply with the procedures set out in HUD Handbook

1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs", as amended, which is incorporated herein by this reference as if set forth in full.

NONPROFIT shall also cause or require to be inserted in full, in all contracts subject to State Labor Code regulations, the "State of California Labor Code Requirements" clause, or any modification thereof, set out in **Exhibit "H"** attached hereto and incorporated herein by this reference as if set out in full.

No awards of contracts covered under this section of this Agreement shall be made to any contractor who is ineligible under the provisions of any applicable regulations of the U. S. Department of Labor and/or the State of California Department of Industrial Relations – Division of Labor Standards Enforcement to receive an award of such contract.

14. Nondiscrimination Requirements

NONPROFIT is subject to all applicable requirements of the following Acts, promulgations and regulations with respect thereto:

a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. Where the federal financial assistance is to provide or is in the form of personal property or real property interest therein or structures thereon, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, via the instrument effecting any disposition by the applicant or transferee, in the case of a subsequent transfer, of such real property, structures or improvements thereon, or interests therein, to require a covenant running with the land assuring nondiscrimination for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the applicant retains ownership or possession of the property, whichever is longer. Under this assurance the United States shall have the right to seek its judicial enforcement. NONPROFIT is required to take all measures necessary to effectuate this Title in the manner set forth in Section 1.5 of the above-mentioned regulation, a copy of which is attached hereto as **Exhibit "I"** and incorporated herein by this reference as if set forth in full.

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and requiring action to affirmatively further fair housing in the sale, lease or rental of housing, the financing of housing, and the provision of brokerage services within COUNTY's jurisdiction.

c. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR part 570.602), which provide that no person in the United States shall on the grounds of race, color, national origin, religion, or sex, 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 Title I funds.

d. Executive Order 11063, as amended, and the regulations issued pursuant thereto (24 CFR part 107) which require that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, rental, leasing or other disposition of residential property and related facilities or in the use or occupancy thereof where such property or facilities are owned or operated by the federal government, or provided with federal assistance by HUD, and in the lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by HUD.

15. Equal Employment Opportunity

During the implementation of this Project/Activity and during subsequent operation of any facility assisted pursuant to this Agreement, NONPROFIT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. NONPROFIT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 the selection for training, including apprenticeship. NONPROFIT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY and/or HUD setting forth the provisions of this nondiscrimination clause. NONPROFIT shall state, through such nondiscrimination clause, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Government contracts. Except as otherwise provided for in Parts II, III and IV of Executive Order 11246, dated September 24, 1965, as amended, and in attendant Code of Federal Regulation provisions, NONPROFIT shall require to be included in each U. S. Government contract entered into by NONPROFIT and modification thereof if not included in the original contract, the "Equal Opportunity" clause contained in Section 202 of Executive Order 11246 (48 CFR part 52.222 - 26), as amended, and set out in **Exhibit "J"**, attached hereto and incorporated herein by this reference as if set forth in full.

NONPROFIT agrees that it shall assist and cooperate actively with COUNTY, HUD, 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 COUNTY, HUD and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist COUNTY and HUD in the discharge of their primary responsibilities for securing compliance.

NONPROFIT 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 HUD or the Secretary of Labor pursuant to Part II,

Subpart D of the Executive Order. In addition, NONPROFIT agrees that if it fails or refuses to comply with these undertakings, HUD 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 NONPROFIT under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such; and refer the case to the Department of Justice for appropriate legal proceedings.

16. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities for Lower-Income Persons

NONPROFIT is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR part 135, and any applicable rules and orders of HUD issued thereunder. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects/Activities covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

NONPROFIT shall cause or require to be inserted in full in all contracts and subcontracts for work financed, in whole or in part, with assistance provided under this Agreement, the Section 3 clause entitled, "Economic Opportunities for Low- and Very Low-Income Persons", and set forth in **Exhibit "K"**, attached hereto and incorporated herein by this reference as if set forth in full.

NONPROFIT itself, during its implementation of this Project/Activity shall, to the greatest extent feasible, seek out and attempt to award contracts to Section 3 business concerns for the business opportunities generated on this federally funded Project/Activity.

NONPROFIT shall provide such copies of 24 CFR part 135 as may be necessary for the information of the parties to contracts required to contain the Section 3 clause.

17. Small Business Concerns

NONPROFIT is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, the HUD applicable regulations issued pursuant thereto at 48 CFR, part 19, and any applicable rules and orders of HUD issued thereunder requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small business concerns in order to preserve free competitive enterprise; and placement with small business concerns of a fair proportion of the total federally funded purchases and contracts for property and services.

NONPROFIT shall implement the specific small business policies hereinbelow stated in order to further applicable requirements of the Small Business Act:

a. Small business concerns shall be afforded an equal opportunity to compete for prime contracts and subcontracts. The "Utilization of Small Business Concerns" clause (48 CFR part 52.219-8) set forth in **Exhibit "L"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included by NONPROFIT in all contracts in connection

with this Project/Activity in amounts which may exceed the simplified acquisition threshold, currently set at ONE HUNDRED THOUSAND DOLLARS (\$100,000) except (i) contracts which, including all subcontracts thereunder, are to be performed entirely outside the United States, and (ii) contracts for services which are personal in nature. The "Small Business Subcontracting Plan" clause (48 CFR part 52.219-9) set forth in **Exhibit "M"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included by NONPROFIT in all contracts in connection with this Project/Activity which may exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and which, in the opinion of COUNTY, offer substantial subcontracting possibilities.

b. Bidders' mailing lists shall include established and potential qualified small business concerns.

c. Invitations for bids or requests for proposals shall be sent to all firms on the appropriate mailing list except that where use of less than a complete list is appropriate a pro rata number of small business concerns shall be solicited.

d. Proposed procurements and contract awards shall be publicized in accordance with these policies.

e. Procurement of property and services shall be divided into reasonably small lots (not less than economic production runs) in order to permit bidding on quantities less than the total requirements.

f. The maximum amount of time practical shall be allowed for preparation and submission of bids and proposals.

g. Delivery schedules shall be established on a realistic basis which will encourage small business participation to the extent consistent with the actual requirements of the Small Business Act.

h. Applicable specifications, plans, and drawings either shall be furnished with invitations for bids and requests for proposals or, when not so furnished, information as to locations where they may be obtained or examined shall be furnished.

i. In the event of equal low bids, awards shall be in accordance with 48 CFR part 14.408-6, "Equal Low Bids".

j. Subcontracting to enroll small business concerns shall be encouraged.

k. Placement of small purchases (amounts under TWENTY FIVE THOUSAND DOLLARS [\$25,000]) with small business concerns shall be encouraged.

l. Small business concerns seeking Federal contracts, but found to lack qualifications as prime contractors, should be referred to COUNTY and the Small Business Administration for assistance as may be appropriate.

m. Offers from small business concerns otherwise qualified to perform specific federal contracts but ineligible under Walsh-Healey Public Contract Act, 41 USC 35 et seq.,

shall be referred to COUNTY and Small Business Administration for possible certification of eligibility to receive and perform the contract.

n. To the extent practicable, work to be performed which exceeds the maximum amount of any contract for which a surety may be guaranteed against loss shall be placed so that more than one small business concern may perform the work.

o. A small business concern otherwise qualified to receive and perform specific federal contracts but determined to be non-responsible may be certified to be competent by the Small Business Administration under the provisions of the Small Business Act.

To facilitate the participation of small businesses in CDBG funded contracts, CEDD has developed a Small Business Affirmative Action Plan designed to carry out the procurement standards found at 24 CFR 85.36(e). A copy of the Plan is available upon request from COUNTY Planning and Natural Resources Department.

NONPROFIT agrees that the "Small Business Participation Requirements" clause set forth in **Exhibit "N"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included in all contracts in connection with this Project/Activity for goods, services, and construction involving CDBG funding of more than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11) (currently set at \$100,000).

NONPROFIT further agrees that the "Small Business Subcontracting Program" clause set forth in **Exhibit "O"**, attached hereto and incorporated herein by this reference as if set forth in full, shall be included in all contracts in connection with this Project/Activity which may exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and should be included in all contracts which may not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) but which, in the opinion of COUNTY and HUD, offer substantial subcontracting possibilities.

18. Nondiscrimination on the Basis of Age

NONPROFIT is subject to the Age Discrimination Act of 1975, as amended, (Title III, Pub. L. 94-135) and attendant regulations at 24 CFR part 146, which prohibits, except as otherwise provided, that any person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. NONPROFIT is also subject to the Age Discrimination in Employment Act of 1967 addressing age discrimination in employment for persons between the ages of forty (40) and seventy (70) years.

19. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

COUNTY and NONPROFIT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR part 570.606(b) and Department of Transportation implementing regulations at 49 CFR part 24; the requirements in 24 CFR part 570.606(c) governing the residential anti-displacement and relocation assistance plan under Section 104(d) of the Housing and Community Development Act of 1974 (Act) and displacement under Section 104(k) of the Act, and HUD implementing regulations at 24 CFR Part 42; and

COUNTY may, at COUNTY's option, comply with the relocation requirements of 24 CFR part 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

20. Rehabilitation Act of 1973 and Nondiscrimination Based on Handicap

NONPROFIT is subject to the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended (29 USC 793 and 29 USC 794, respectively) and attendant regulation at 24 CFR 570.602, which provide that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance. NONPROFIT shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clauses, or any modifications thereof, set out in 48 CFR part 52.222-36, attached hereto as **Exhibit "P"** and incorporated herein by this reference as if set forth in full.

21. Americans with Disabilities Act of 1990

Grant subgrantees and subrecipients agree to abide by the requirements of the Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, and any regulations issued pursuant thereto, which prohibits, at Title I thereof, discrimination by any employer, employment agency, or labor organization against any qualified individual with a disability in regard to any term, condition, or privilege of employment; makes applicable, at Title II thereof, the prohibition against discrimination on the basis of disability to all programs, activities and services provided or made available by state and local agencies or instrumentalities or agencies thereof, or by public entities that provide public transportation; prohibits, at Title III thereof, discrimination against disabled persons by privately operated public accommodations and in public transportation services provided by private entities; and which, at Titles IV and V thereof, makes further provisions against discrimination against disabled persons.

22. Architectural Barriers Act of 1968

NONPROFIT is subject to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151 - 4157 (Uniform Federal Accessibility Standards (UFAS)), and the regulations issued pursuant thereto (41 CFR part 102-76.25(b)), which require, except as otherwise provided, that all new construction and major renovations, provide full access to and use of Federally-controlled facilities for physically impaired persons as required by the UFAS or the ADA Accessibility Guidelines, whichever is more stringent. Minor renovations in existing buildings shall meet minimum UFAS requirements. A more detailed explanation of these standards can be found in 36 CFR parts 1190 and 1191. NONPROFIT shall be responsible for compliance with the requirements of the Act during the design and construction and for the life of any improvements to be constructed as part of the Project/Activity, as defined herein. COUNTY shall have the right, at all reasonable times, to review construction plans and conduct inspections of the Project/Activity to determine if NONPROFIT is complying with these specifications.

23. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans

NONPROFIT shall comply with 48 CFR part 22.13 et seq., and shall take affirmative action to employ, advance in employment and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based on their disability or veteran's status. In all contracts or agreements of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) or more relating to this Agreement, NONPROFIT shall include or cause to be included the "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans" and the "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans" clauses and the "Compliance with Veterans' Employment Reporting Requirements" provision set out in **Exhibit "Q"**, attached hereto and incorporated herein by this reference as if set forth in full.

24. Environmental Considerations

In order to assure that the policies of the National Environmental Policy Act of 1969 ("NEPA"), as amended, and the California Environmental Quality Act of 1970 ("CEQA"), as amended, are most effectively implemented, COUNTY shall comply with HUD Environmental Review Procedures (24 CFR part 58) leading to environmental clearance for particular projects/activities, and the CEQA review procedures (Title 14, Section 15000 et seq. of the California Code of Regulations) in connection with this Project/Activity. In order to assure that the policies of NEPA and CEQA are carried out, NONPROFIT shall be responsible for complying with all conditions/mitigation measures specified during the environmental review process, all as more fully described in **Schedule "A"** attached hereto.

25. Lead Based Paint

NONPROFIT is subject to the prohibition against the use of lead-based paint. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act directs the prohibition of the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance. Such prohibitions are contained in 24 CFR part 35.135, and are applicable to residential structures constructed or rehabilitated with the assistance of Grant funds.

26. Historic Preservation

NONPROFIT must take into account the effects of a project on any prehistoric or historic district, site, building, structure, or object listed in, or eligible for inclusion in, the National Register of Historic Places maintained by the National Park Service of the U. S. Department of the Interior. The National Register "Criteria for Evaluation" (36 CFR part 60.4) was established by the Secretary of the Interior, NONPROFIT shall make every effort to avoid, minimize, or mitigate any adverse effects on historic properties. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 USC 470f), Pub. L. 89-665; Executive Order 11593, Protection and Enhancement of the Cultural Environment (May 13, 1971); the Advisory Council on Historic Preservation (26 CFR part 800); and Section 3 of the Reservoir Salvage Act of 1960, (Pub. L. 86-523), as amended by the Archaeological and Historic Preservation Act of 1974, (Pub. L. 93-291), (16 USC 469a-1), and their attendant implementing regulations.

27. Compliance with Clean Air and Water Acts

NONPROFIT is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., including the regulations of the Environmental Protection Agency at 40 CFR parts 6, 51, and 93; the Federal Water Pollution Control Act, as amended by the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1251 et seq., and later enactments; and Executive Order 11738 dated September 10, 1973. NONPROFIT, also, agrees to comply with Executive Order 12088, relating to the prevention, control, and abatement of water pollution.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

28. Flood Disaster Protection

NONPROFIT is subject to the requirements of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) which prohibits Federal financial assistance for acquisition or construction purposes, as defined under Section 3(a) of said act, for Projects/Activities within special hazard areas previously identified, ("Identified Area"), by the Director of the Federal Emergency Management Agency ("FEMA"), unless the Identified Area is in a community participating in the national flood insurance program and subject to the mandatory purchase of flood insurance requirements of said act. The PARTIES to this Agreement agree that the Project described in **Schedule "A"**, attached hereto, is not located in an Identified Area.

Any contract for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Director of FEMA as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

In its compliance with the Flood Disaster Protection requirements of this Agreement, COUNTY hereby agrees to comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards.

29. Indemnification

NONPROFIT agrees to indemnify, defend, and hold harmless COUNTY and its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, expert fees, fees of County Counsel, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of NONPROFIT or NONPROFIT's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or

persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of NONPROFIT by any person or entity.

NONPROFIT acknowledges that NONPROFIT, and all contractors hired by NONPROFIT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). NONPROFIT is and shall remain in compliance with the IRCA and shall ensure that only contractors hired by NONPROFIT to perform services under this Agreement are in compliance with the IRCA. In addition, NONPROFIT agrees to indemnify, defend, and hold harmless the County, its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives, from any liability, damages or causes of action arising out of or relating to any claims that NONPROFIT's employees or the employees of any contractor hired by NONPROFIT, are not authorized to work in the United States for NONPROFIT or its contractor and/or any other claims based upon alleged IRCA violations committed by NONPROFIT or its contractor(s).

30. Insurance

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

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

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

NONPROFIT shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

1. NONPROFIT shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of NONPROFIT's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. NONPROFIT shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile liability Insurance required herein shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, NONPROFIT at its option, shall either (i) maintain said coverage for at least three (3) years following the termination of this

Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Upon acquisition of the Property (or if there are no improvements on the Property, upon completion of construction of any improvements) NONPROFIT shall maintain Fire and Extended Coverage Insurance on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value for all improvements.

d. Cancellation of Insurance — The above stated insurance coverages required to be maintained by NONPROFIT shall be maintained until the completion of all of NONPROFIT's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the NONPROFIT must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. NONPROFIT shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. 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 of a "A-; VII" rating. Any exception to these requirements must be approved by the COUNTY Risk Manager.

f. If NONPROFIT is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, NONPROFIT shall provide coverage equivalent to the insurance coverages and endorsements required above. COUNTY will not accept such coverage unless COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by NONPROFIT is equivalent to the above-required coverages.

g. All insurance afforded by NONPROFIT pursuant to this Agreement shall be primary to and not contributing to all 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 the COUNTY.

h. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve NONPROFIT for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

i. Failure by NONPROFIT to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by NONPROFIT. COUNTY, at its sole option, may terminate this Agreement and obtain damages from

NONPROFIT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to NONPROFIT, COUNTY shall deduct from sums due to NONPROFIT any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to NONPROFIT pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, NONPROFIT agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve NONPROFIT of its obligation to obtain and maintain the insurance coverages required by this Agreement.

j. Subcontractor Requirements

- (1) If NONPROFIT hires a consultant to provide professional services, such as architectural or engineering services under this Agreement, NONPROFIT shall require its consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) During the construction of the Activity, NONPROFIT shall require that all contractors hired by NONPROFIT to perform work on the Activity Premises maintain the following insurance coverages at all times during the performance of said work:
 - (a) Commercial General Liability Insurance including Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles, with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

31. Captions and Interpretation

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

The Recitals listed at the beginning of this Agreement are hereby incorporated into this Agreement.

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

32. Successors and Assigns of COUNTY

This Agreement shall be binding upon and inure to the benefit of the successors to or assigns of COUNTY.

33. Liens and Encumbrances

Without the prior consent of COUNTY, NONPROFIT shall not transfer, pledge, hypothecate, or encumber the Project/Activity property during the Change in Use Restriction Period.

34. Assignment and Subletting

NONPROFIT shall not assign any right, title or interest it may acquire by reason of this Agreement nor sublet any Project/Activity premises except upon first obtaining the written consent of COUNTY.

35. Concurrent Remedy

No right or remedy herein conferred on or reserved to COUNTY 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.

36. Non Waiver

No covenant or condition of this Agreement to be performed by NONPROFIT can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by NONPROFIT. A waiver of one covenant or condition by COUNTY does not grant or imply a waiver of any other covenant or condition to be performed by NONPROFIT. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

37. Incorporation of Prior Agreements and Amendments

This Agreement, including all attachments hereto and any reference to pertinent federal or State laws and regulations, contains the entire Agreement between the PARTIES, relating to the services, rights, obligations and covenants contained herein and assumed by the PARTIES respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect. This Agreement may be modified in writing only, signed by the PARTIES in interest at the time of modification.

38. Severability

Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions

shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the PARTIES intended to enter into in the first instance.

39. Signatory Authority

Each individual executing this Agreement on behalf of each party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. NONPROFIT shall, prior to Agreement execution by COUNTY's Board of Supervisors, deliver to COUNTY a copy of the resolution or minute order of NONPROFIT's governing body authorizing the execution of this Agreement.

40. Procedure to Modify and Limitation of Term of Agreement

a. Except as otherwise provided herein, the terms of this Agreement may only be modified by the written consent of the PARTIES hereto.

b. The expiration of this Agreement shall be determined as provided in Paragraph 1.g. of this Agreement.

41. Execution

This Agreement is effective upon the date indicated herein above. 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.

42. Notices

Notices shall be sufficiently given hereunder if personally served upon the Clerk of the Board of Supervisors of the COUNTY or the Clerk of the NONPROFIT, or if sent by United States mail, postage prepaid, as follows:

directed to COUNTY, addressed to:

Planning and Natural Resources Department
Clerk of the Board of Supervisors
County Administrative Center
1115 Truxtun Avenue, Fifth Floor
Bakersfield, California 93301

or directed to NONPROFIT, addressed to:

President, Board of Directors
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, California 93309

43. Construed According to California Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of California.

44. Venue

This Agreement has been entered into and is to be performed in the County of Kern, California. Accordingly, the PARTIES agree that the venue of any action relating to this Agreement shall be in the County of Kern.

45. Opinions and Determinations

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, discretion, option, or determination of either COUNTY or NONPROFIT, such terms are not intended to be and shall not be construed as permitting such opinion, judgment, approval, review, discretion, option, or determination to be arbitrary, capricious, or unreasonable.

46. No Third Party Beneficiaries

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

The remainder of this page intentionally left blank.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective officers and agents hereunto duly authorized as of the day and year first above written.

APPROVED AS TO CONTENT:
Planning and Natural Resources Department

COUNTY OF KERN

BY _____
Lorelei H. Oviatt, AICP, Director

BY _____

Printed Name
Chairman, Board of Supervisors
"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

Corporation Number: _____

BY _____
Brian Van Wyk, Deputy

BY _____

Jeremy T. Tobias
Printed Name
Chief Executive Officer

Insert Title

"NONPROFIT"

R:\PLANNING\Bell\Project Agreements\03.20.5 CAPK Food Bank\CAPK Draft Agreement 8-18-21_LMC_PRESUMED BENEFIT.doc

Title

CD Activity # 03.20.5 – Community Action Partnership of Kern Food Bank Expansion

Project Purpose

CAPK's Food Bank is operating at capacity for warehousing and processing food donations that supply the Food Bank's over one hundred commodity pantries and food distribution sites located throughout Kern County, to eliminate hunger and poverty. The existing 20,000 ft² warehouse and 3,000 ft² of office space, lack adequate storage, receiving, sorting, packaging, and shipping areas for staff and volunteers to support daily operations. The Food Bank is renting additional space off-site for its Senior Food program supplies, supporting 39 distribution sites, and inefficiency adding staff and transportation costs. The space limitations at the Food Bank have resulted in diverting truckloads of incoming food donations to out-of-county food banks or distribution partners at the time of availability due to the lack of available space. This expansion is vital in meeting the current and future needs for processing food donations, and related activities in the area for residents of the low-income community.

Project Description

The design, rehabilitation and construction of the proposed phase I expansion of the CAPK Food Bank warehouse from 20,000 ft² to 60,000 ft² and associated site improvements; Phase II buildout of three loading docks and installation of a pallet rack system; Phase III install 18,000 ft³ refrigeration and 18,000 ft³ freezer, and Phase IV installation of solar panels and fire alarms.

Activity Description

The Project may include the following activities: design, rehabilitation and construction of the proposed phase I expansion of the CAPK Food Bank warehouse from 20,000 ft² to 60,000 ft² and associated site improvements; Phase II buildout of three loading docks and installation of a pallet rack system; Phase III install 18,000 ft³ refrigeration and 18,000 ft³ freezer, and Phase IV installation of solar panels and fire alarms and related improvements.

The first phase of the project includes site development for the expansion that includes the following activities: demolition, earthwork, AC paving, site concrete, irrigation/landscaping, and construction of the building expansion.

Project Cost Estimate

The total amount of GRANT funds committed by the County of Kern ("County" or "COUNTY") to the Project is NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586). Individual line items and payment responsibilities within the following detailed cost estimate for GRANT funds may be modified under authority of the County's Planning and Natural Resources ("PLNR") Director provided that the total amount of GRANT funds committed does not exceed NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586). In addition, NONPROFIT shall be responsible for all other costs related to this Project in excess of the GRANT amount and pursuant to the Agreement.

The NONPROFIT has additional funding for the Project from the following confirmed sources: Community Action Partnership of Kern funding, California Water Service funding, and committed funding from the City of Bakersfield. NONPROFIT accepts financial responsibility for all costs related to this Activity in excess of the NINE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$916,586) made available by COUNTY pursuant to this Agreement.

DESCRIPTION	COUNTY GRANT Funds CD Activity #03.20.5	NON- PROFIT AND Other Funds	TOTAL
Demolition	\$0	\$30,949	\$30,949
Earthwork (Including Expanding Existing Sump	\$380,000	\$0	\$380,000
AC Paving	\$0	\$268,659	\$268,659
Site Concrete	\$0	\$246,540	\$246,540
Site Utilites	\$0	\$155,870	\$155,870
Ornamental Metal Fence & Gate	\$0	\$170,100	\$170,100
Irrigation/ Landscape	\$0	\$89,458	\$89,458
Structural Concrete	\$349,767	\$407,658	\$757,425
Miscellaneous Metals	\$0	\$16,125	\$16,125
Sheet Metal	\$0	\$25,000	\$25,000
Roof Accessories	\$0	\$42,000	\$42,000
Doors/ Frames/ Hardware - Incl. a,b,c,d	\$0	\$21,000	\$21,000
Overhead Doors	\$0	\$36,500	\$36,500
Painting - Incl. a,b,c,d	\$0	\$1,750	\$1,750
Signs	\$0	\$1,500	\$1,500
Fire Extinguishers & Cabinets	\$0	\$2,600	\$2,600
Metal Building System	\$0	\$680,000	\$680,000
Equipment / Furnishings - Plug	\$0	\$100,000	\$100,000
Fire Protection	\$0	\$120,500	\$120,500
Plumbing	\$0	\$30,000	\$30,000
HVAC	\$0	\$168,000	\$168,000
Electrical/ Low Voltage	\$365,900	\$930,100	\$1,296,000
Open Office (a)	\$0	\$203,000	\$203,000
Warehouse Office (c)	\$0	\$10,000	\$10,000
Subtotal	\$916,586	\$3,936,390	\$4,852,976
Bidding Contingency (10%)	\$0	\$485,298	\$485,298
Subtotal	\$916,586	\$4,421,688	\$5,338,274
General Conditions	\$0	\$318,181	\$318,181
Subtotal	\$916,586	\$4,739,869	\$5,656,455
CM Fee (5%)	\$0	\$282,823	\$282,823

DESCRIPTION	COUNTY GRANT Funds CD Activity #03.20.5	NON- PROFIT AND Other Funds	TOTAL
Subtotal	\$916,586	\$5,022,692	\$5,939,278
Liability Insurance	\$0	\$59,639	\$59,639
Total Construction Costs	\$916,586	\$5,082,331	\$5,998,917

Other Provisions

The following provisions apply to this Activity: 1) For the reimbursement of NONPROFIT staff overhead costs (at NONPROFIT's option), NONPROFIT will submit to COUNTY a cost allocation plan pursuant to OMB Circular A-87 for Community Development Division review and approval.

Beneficiaries

This Project is eligible for grant funding pursuant to 24 CFR Part 570, Subpart C, Section 570.208(a)(2)(i)(D) Limited Clientele per Section for nature and location determination; Eligible activities under 570.201(c) - Public Facilities and Improvements; HUD Use Code 03E - Neighborhood Facilities

Anticipated Implementation Schedule

It is agreed between the COUNTY and NONPROFIT that time is of the essence in the implementation of the Activity described in this Agreement. NONPROFIT shall implement the Project in an expeditious manner and otherwise conform to the cumulative time from date of execution by NONPROFIT's Board and COUNTY's Board of Supervisors as follows:

- a. NONPROFIT's Board executes AgreementWeek 1
- b. COUNTY's Board of Supervisors executes AgreementWeek 3
- c. NONPROFIT submits Insurance Certification Forms to COUNTYWeek 4
- d. NONPROFIT submits Plans/Specs to County for reviewWeek 6
- e. COUNTY completes review of Plans/SpecsWeek 7
- f. NONPROFIT completes Bid Advertising.....Week 8
- g. NONPROFIT conducts Bid Opening for Earthwork and Underground UtilitiesWeek 9
- h. NONPROFIT conducts Bid Opening for remaining site prep.....Week 11
- i. COUNTY reviews Bids for Earthwork and Underground Utilities.....Week 12
- j. NONPROFIT awards Contract(s) for Earthwork and Underground Utilities.....Week 13
- k. COUNTY reviews Bids for remaining site prepWeek 13
- l. NONPROFIT awards Contract(s) for remaining site prepWeek 14
- m. Earthwork BeginsWeek 15

Environmental Clearance: The project activities were found to be exempt from NEPA and an environmental clearance and the transmittal of Request for Release of Funds to HUD was authorized by the Board on _____. An Authority to Use Grant Funds was issued for the Project by HUD on _____.

National Environmental Policy Act (NEPA)

As to the environmental review and applicability of Section 24 CFR 58.47 for CD Activity No. 03.20.5, the review is maintained in the associated Planning and Natural Resources Department – Community Development Division Project file. It contains:

1. 24 CFR Part 58 Environmental Review;
2. Environmental Determination (CEST) cannot convert to exempt and Request for Release of Funds Documentation including Board of Supervisors action to request project funds; and
3. Authority to Use Grant Funds issued by HUD.

Mitigation Measures/Project Conditions

The following mitigation measures and/or conditions, included as part of the original review and hereby incorporated into the current Project Plans and Specifications and are to be complied with, as required, pursuant to the completed "Worksheet A". The NONPROFIT shall be responsible for notification of the COUNTY should any subsequent project modifications proposed affect the environmental clearance for the project.

1. In accordance with the Habitat Conservation Plan Habitat Fees and/or other conditions may apply to the project.

No more than 14 to 30 days prior to the commencement of operations or ground disturbing activities, as authorized by this environmental review, the project developer shall ensure that a preconstruction survey, is performed by a qualified biologist, to ensure that no special-status wildlife not covered under the adopted provisions of the Habitat Conservation Plan, to include the San Joaquin kit fox, have occupied the property.

The results of the survey shall be summarized in a written report that shall include site-specific recommendations, if found necessary. A copy of the biological report shall be submitted to the Kern County Planning and Natural Resources Department – Community Development Division for transmittal to the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service, where applicable. Additionally, exclusion zones shall be established and maintained until all construction activities are completed unless said agencies prefer that any affected special-status species be removed and/or relocated in accordance with said agencies adopted guidelines or standard procedures.

2. At all times during the development of the site the project, the developer, contractors and subcontractors shall comply with applicable requirements of the San Joaquin Valley Air Pollution Control District. Prior to implementation the San Joaquin Valley Air Pollution Control District shall be contacted regarding any air permits needed to ensure the above noted activities are completed in compliance with the applicable air related standards and/or regulations. All activities undertaken shall be completed in compliance with the applicable air quality rules and all permits issued for the project.
3. Construction related activities which generate excessive noise shall be restricted to those periods of the day when persons are not likely to be disturbed by temporary increases in noise. Construction related noise generating actions shall be limited from the hours of 8 a.m. to 5 p.m. on weekdays and 8 a.m. to 4 p.m. for work conducted during on any weekend or holidays.
4. In the unlikely event that any cultural and historical resources are discovered during implementation of the undertaking further consultation with SHPO would be required pursuant to 36 CFR Part 800.13(b).

California Environmental Quality Act (CEQA)

The County of Kern completed a CEQA exemption for the project on June 8, 2021. The Project activities qualify for a Class 1 Categorical Exemption and the project is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. All documentation pertaining to the CEQA clearance of the Project has been entered into the ERR file.

WITHHELD CONTRACT FUNDS CERTIFICATION

Public Contract Code Section 22300 requires the inclusion in invitations for public agency bids and in Public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on Project No. _____, _____.

- ☐ I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section 22300.
- ☐ I do intend to exercise my option as specified in Public Contract Code Section 22300 and hereby agree to the following:
 - 1. I will establish an escrow agreement satisfactory to the County, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the County.
 - 2. I will obtain written consent of the surety to any such agreement; and
 - 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractors complete and unreserved agreement) without prior written approval by the County of Kern with respect to the project hereinabove referenced.

Contractor

By (Signature)

Business Address

Title

Place of Residence

CD Project Name and Number:

- EXHIBIT "A" -

MEETING LABOR STANDARDS CONTRACT REQUIREMENTS
PRECONSTRUCTION CHECKLIST FOR CONTRACTORS

A. Introduction

The following checklist has been prepared to assist contractors and subcontractors in meeting their contractual labor standards responsibilities under federally assisted construction projects. All major administrative and procedural activities have been covered in the sequence they will occur as the construction project proceeds. **Careful attention to and use of the checklist should result in a minimum number of problems with respect to labor standards.**

B. Explanatory Notes

The word "County" can mean, as is appropriate to agreements between contracting entities; Kern County, or City, or District, or Local Development Corporation.

The word "employer" as used below refers to the project contractor, each subcontractor, or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance are required to be delivered to the responsible County department for review. This delivery procedure is as follows:

1. Each lower-tier subcontractor, after careful review, delivers required documents to his/her respective subcontractor.
2. Each subcontractor, after checking his/her own and those of each lower-tier subcontractor, delivers required documents to the project prime contractor.
3. **The prime contractor, after reviewing all weekly payrolls and other required documentation, including his/her own, and correcting violations where necessary, delivers all documents to the County.**

NOTE: All employers should check each of the following statements as being true. If any statement is not true, the contractor should contact the County for special guidance.

C. Before construction begins, each employer has:

1. not been debarred or otherwise made ineligible to participate in any Federal or Federally assisted project. _____
2. received appropriate contract provisions covering labor standards requirements. _____
3. reviewed and understands all labor standards contract provisions. _____
4. received the Wage Decision which pertains to the contract. _____
5. requested through the County and received the minimum wage for each classification that will be working on the project and which was

not included on the wage decision; has not allowed any such trade classification to work on the project before receiving the requested minimum wage.

6. requested and received certification on his/her apprentice program from the U. S. Department of Labor – Office of Apprenticeship and delivered a copy thereof to the County prior to employment of apprentices on the project. Likewise, "trainee" program certification from USDOL/OA, if applicable, must be so delivered.
7. registered with the California Department of Industrial relations pursuant to Labor Code section 1725.5, or verified that the contract is not subject to the requirements of Chapter 1 of Part 7, Division 2 of the Labor Code

D. At construction start, the employer has:

1. notified the County of the proposed construction start date in writing.
2. received written Notice to Proceed from the County.
3. placed each of the following on a bulletin board prominently located on the project site which can be easily seen by the workers (and replaced if lost or unreadable any time during construction):
 - Wage Decision
 - Notice to Employee (WH 1321)
 - Equal Employment Opportunity is the Law
4. obtained the worker's name, mailing address, and Social Security Number for payroll purposes, **before** assigning each project worker to work,
5. obtained proof of each apprentice's individual registration in an approved apprenticeship program from the USDOL/OA.
6. informed each worker of:
 - a. his/her work classification as it will appear on the weekly payroll and on the project Wage Decision.
 - b. his/her duties of work.
 - c. the U. S. Department of Labor's requirement on this project that the worker is either a journeyman, apprentice, or laborer –
If a journeyman, he/she is to be paid a journeyman's minimum project wage decision rate, or more;

If an apprentice, he/she is to be paid not less than the apprentice's rate for the trade based on his/her year of apprenticeship; or

If a laborer, he/she is to do a laborer's work only (not use any tool or tools of a trade) and not perform any part of a journeyman's work and is to be paid the laborer's minimum project wage decision rate or more.

7. understood the requirements that each laborer or mechanic who performs work on the project in more than one classification within the same work week shall be classified and paid at the highest wage rate applicable to any of the work which he/she performed unless the following requirements are met:

- a. Accurate daily time records shall be maintained. These records must show the time worked in each classification, the rate of pay for each classification, and must be signed by the workman.
- b. The payroll shall show the hours worked in each classification and the wage rate paid for each classification.
- c. The payroll shall be signed by the workman or a signed copy of the daily time record shall be attached thereto.

8. informed each worker of his/her hourly wages (not less than the minimum wage rate for his/her work which is stated in the project Wage Decision), explaining provisions for:

- a. time and a half for all hours worked in excess of 8 in a day or 40 in a calendar week as provided for in the Contract Work Hours Safety Standards Act and in the State Labor Code,
- b. fringe benefits, if any (see project Wage Decision for any required), and
- c. deductions from his/her pay.

9. informed each worker that he/she is subject to being interviewed on the job by the responsible County department, HUD, Department of Labor, or other U. S. Government Inspector, to confirm that his/her employer is complying with all labor requirements.

10. informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working.

- E. During Construction, each employer:

1. has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, nor dismissed any project worker because of race, color, religion, sex, or national origin. _____
2. has employed all registered apprentices referred to him/her through normal channels up to the applicable ratio of apprentices to journeymen in each trade used by the employer. _____
3. will maintain basic employment records accessible to inspection by the County or U. S. Government representative. _____
4. will comply with all health and safety standards. _____
5. has paid all workers weekly. _____
6. has submitted original weekly payrolls — _____
 - a. prepared on recommended Form WH-347: available from:

Superintendent of Documents
Government Printing Office
Washington, D. C. 20402

Contractors who wish to purchase these forms are urged to enter their orders promptly because the Superintendent of Documents takes six weeks to fill orders. It is permissible for contractors to reproduce the forms.

NOTES:

Any alternate payroll form used should be cleared with the County before the employer starts work on a project. A computer printout, for example, is acceptable **provided all data shown on the front and back of Payroll Form WH-347 is on, or included with, the payrolls delivered to the County.**

Some employers place all project workers on Payroll Form WH-347. The County does not review those project workers, listed on the payroll, who perform work that is descriptive of any of the following job titles which are exempt from labor requirements:

	project superintendent
	project engineer
	supervisory foreman (less than 20% of time as working
foreman)	
	messenger
	clerical worker (timekeeper, payroll clerk, bookkeeper)

- b. Front page of payroll (Form WH-347)

1) Heading (6 "blocks" of information)

i) Name of Contractor or Subcontractor. Box is marked, whether contractor (prime) or subcontractor and name of employer is stated. _____

ii) Address. Street address or P. O. Box, City, State, and Zip Code of employer is stated. _____

iii) Payroll No. Each weekly payroll is numbered in sequential order starting with Payroll No. "1". _____

Payroll for final work week is marked "Final." _____

iv) For Week Ending. The last date of the work week is stated in this "block." _____

v) Project and Location. Name of project and community in which located. _____

vi) Project or Contract No. CD Project and/or Contract Number. _____

2) Internal Revenue Service (IRS) Employer Identification Number. The initial payroll submission from each contractor and subcontractor shall contain the applicable IRS-Employer's Identification Number written in the upper right corner of Form WH-347. _____

3) Body (9 Columns of information)

i) Column 1 – Name, Address, and Social Security Number of Employee (Worker). Name stated as it appears on pay check. _____

Worker's best mailing address and social security number is stated on Payroll No. 1 or the payroll on which the worker's name first appears. _____

If worker's address changes while working on the project, that worker's new address is stated on next applicable payroll. _____

If any two or more workers have the same name, their social security numbers are included on each weekly payroll to denote separate identification. _____

ii) Column 2 – No. of Withholding Exemptions. For employer's convenience – entry not required by County. _____

- iii) Column 3 - Work Classification. Must be included as it appears on the project Wage Decision (with Group Number, if any), denotes the work which the worker actually performed. State Federal classification, even when a higher State wage is paid.
-

NOTE: If the applicable classification is not included in the Wage Decision, contractor should call the responsible County department immediately, and request classification by Additional Classification Process via HUD.

Apprentice. If worker is an apprentice, the type of apprentice (Electrical, Plumbing, Cement Mason, etc.) is included in this column each time the apprentice's name appears on a weekly payroll,

Split Classification. If worker has performed more than one class of work during the work week, such as carpenter and laborer, the division of work will be shown on separate lines of the payroll. An accurate daily time record must show the exact hours of work performed daily in each class of work, and must be signed by the affected workman,

Each class of work he/she performed is stated in Column 3 in separate "blocks." His/her name is repeated in corresponding "blocks" in Column 1,

The breakdown of hours worked daily under each work classification is stated in Column 4, and total for week in Column 5,

The applicable wage rate for each classification of work is stated in Column 6,

The payroll is signed by the workman in the related "blocks" or a signed copy of the daily time records are attached to the payroll,

If the above is not done, the worker must be paid at least the highest minimum wage rate of all the classes of work performed for all hours worked.

NOTES:

Average Pay of Two Classes of Work is Not Acceptable.

The employer shall not pay a "semi-journeyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of trade (journeyman) and each hour he does not use

tools of the trade (laborer) must be recorded in separate "blocks" in Column 3 of the payroll.

Helper. The work classification of "helper" is not accepted by the Department of HUD, unless included in the Wage Decision issued by the Secretary of Labor for the project. Any employee listed as "helper" in absence of such classification in the Wage Decision must be paid the journeyman's rate for hours he uses tools of the trade.

- iv) Column 4 - Day and Date. Label the columns within Column 4 with the days of the work week and the corresponding dates of the month.

Hours Worked Each Day:

Row O – Overtime Hours are stated for all time worked in excess of 8 hours in any day or 40 hours in any calendar week.

Row S – Straight Hours are stated for each day worked up to 8 hours in any day or 40 hours in any calendar week.

- v) Column 5 - Total Hours.

Row O – Total overtime hours worked during the work week (sum of 7 sub-columns in Column 4).

Row S – Total straight hours worked during the work week (sum of 7 sub-columns in Column 4), maximum of 40 hours.

- vi) Column 6 - Rate of Pay.

Row O – Must not be less than 1-1/2 times the worker's basic hourly rate of pay (State Labor Code) stated in Column 6, Row S.

Row S – Actual wage paid, which must not be less than the minimum wage rate for the work classification stated in Column 3 (see Federal Wage Decision and State Prevailing Wage, use whichever is higher).

Apprentices. If a copy of the apprentice's registration certificate from the State BAT has not been submitted to County by employer (through the prime contractor), apprentice must be paid journeyman's rate.

Piece Worker. Piece work must be stated in Column 6 at an hourly rate computed as the gross pay for the work week (work on the project) divided by the total number of hours worked on the project during the work week.

vii) Column 7 - Gross Amount Earned.

Upper Left – Equals straight hours shown in Column 5, Row S times straight rate of pay shown in Column 6, Row S plus overtime hours (if any) shown in Column 5, Row O times overtime rate of pay shown in Column 6, Row O.

Lower Right – Equals gross amount earned on project shown in Column 7, Upper Left plus the gross amount earned for all work performed by worker during the work week on other projects, jobs, contracts, etc.

viii) Column 8 - Deductions. Each deduction made (especially “Other Deductions”) is required by law, or voluntarily authorized by the worker in writing before the work week began, or provided in a bargaining agreement to be deducted from the respective worker's pay.

Other – All deductions in this sub-column have been specifically identified in the space provided between item (1) and (2) on the back of Payroll Form WH-347(left side of form).

ix) Column 9 - Net Wages Paid for Week. Total gross amount earned shown in Column 7, Lower Right minus total deductions shown in Column 8.

c. Back of Payroll (Form WH-347), each employer has:

- 1) completed all blank spaces and understands the penalties for falsification,

identified all “Other” deductions shown in the sub-column of Column 8 on the front of the form,

checked Item 4 if fringe benefits are included in the Wage Decision for any of his/her workers -

4(a) - if fringe benefits are paid to approved fund(s), or

4(b) - paid directly to each affected worker - included in paycheck for the work week - his/her paycheck representing at least the pay of the applicable

minimum wage rate plus the amount of required fringe benefits.

provided detail of exceptions to section 4(a) or 4(b), such as s split in fringe benefits where vacation is paid in cash and all other fringes are paid to a plan,

remarked on rate of pay calculations, such as the calculation of an overtime rate when fringe benefits are paid in cash,

- 2) manually signed (with a "wet signature") the payroll in ink in the "block" marked signature, and stated his/her title.
 - 3) verified the person who signed the payroll is the employer or an official of the employer who is legally authorized to act for the employer.
- d. Weekly Payroll Review. Each employer has promptly reviewed the weekly payroll for compliance with all labor requirements (using this checklist) and made necessary corrections.

Each Lower-tier Subcontractor has delivered his/her weekly payroll to the respective subcontractor within three (3) calendar days from the last date of the work week.

Each subcontractor has received a payroll from each of his/her lower-tier subcontractors; reviewed each and his/her own payroll; required necessary corrections; and delivered all of such payrolls to the prime contractor within five (5) calendar days from the last date of the work week.

Contractor has received a payroll from each subcontractor and each lower-tier subcontractor; monitored each including his/her own payroll; required necessary corrections; and collectively delivered them to the County within seven (7) work days of the last date of the respective work week.

F. After Project Completion, each employer:

will keep all weekly payrolls related to the project for three (3) years after the contractor's project completion date or until all project audit issues are resolved, whichever is later.

Revised: September 2004

MATERIAL COVERED AT PROJECT PRECONSTRUCTION CONFERENCE

PURPOSE

AGENDA

- I. Contractor/Subcontractor Information Sheet Form CDA-100
- II. Section 3 Compliance Instructions
- III. Executive Order No. 11246, amended by Executive Order No. 11375, Equal Employment Opportunity
- IV. Contractor's Ratio of Apprentices to Journeymen AND Proving Employee Apprentice Status
- V. Project Wage Determination
- VI. Fringe Benefit Statement
- VII. U.S. Department of Labor Form WH-347, Weekly Payroll Sheet
- VIII. U.S. Department of Labor Form WH-348, Statement of Compliance
- IX. Working Subcontractors
- X. Record of Employee Interview, Form HUD 11

PRECONSTRUCTION CONFERENCE

PURPOSE

HUD requires that CDBG recipients hold a conference with the principal project contractor and all available subcontractors prior to the actual start of project construction. Seven days lead notice of conference date is required by HUD. The purpose of the Conference is to inform project contractors of their responsibilities relating to Equal Employment Opportunity, Federal Labor Standards, and general contract compliance.

AGENDA

I. Contractor/Subcontractor Information Sheet, Form CDA-100

- A. Required for completion of County's Contract and Subcontract Activity Report to HUD.
- B. This form is used to document whether the contractor/subcontractor is a:
 - 1. Minority Contractor
 - 2. Woman Contractor
 - 3. Contractor whose contract was procured by Competitive Bidding
- C. Submission is required prior to issuance of "NOTICE TO PROCEED."
- D. Construction cannot start until proper review and approval by County.

II. Section 3 Compliance Instructions

- A. Purpose of this Program is to ensure that employment and other economic opportunities generated by the HUD financial assistance on this project shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low - and very low - income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low - and very low - income persons.
- B. Section 3 applies to HUD funded housing and community development projects which receive federal financial assistance exceeding \$200,000 and for which contract or subcontract amounts exceed \$100,000.
- C. Please consult the Section 3 Compliance Instructions contained in the project specification manual for more details regarding project Section 3 compliance.

III. **Executive Order No. 11246, amended by Executive Order No. 11375, Equal Employment Opportunity.**

- A. The purpose of Executive Order No. 11246, as amended by Executive Order No. 11375, is to assure that project contractors and subcontractors will not discriminate against project employees in regard to their race, color, religion, sex or national origin.
- B. For federally funded construction contracts in excess of \$10,000, contractors and subcontractors are required to make a good faith effort to ensure that 19.1% of all work hours are performed by minority workers and that 6.9% of all work hours are performed by women.
- C. Written Affirmative Action Plans are required for federally funded construction prime contracts of \$1,000,000 or more and for subcontracts of \$100,000 or more.
- D. All contractors and subcontractors working on federally-assisted construction projects are required, by the U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs (OFFCP) to collect race and gender information on construction employees, classified by trade. This information must be maintained not only for this project, but for all work your firm is performing, whether it is federally funded or not. The U. S. Department of Labor reserves the right to review this information in the future.
- E. HUD may impose sanctions such as contract suspension or termination and/or debarment in future federally funded construction projects in cases of noncompliance.

IV. **Contractor's Ratio of Apprentices to Journeymen AND Proving Employee Apprentice Status**

- A. The purpose of the Contractor's Ratio of Apprentices to Journeymen is to comply with the California Labor Code regarding employment of apprentices on public works projects.
- B. The contractor or subcontractor shall apply for a certificate from the local craft Joint Apprenticeship Council, approving the contractor's or subcontractor's participation in an apprenticeship program.
- C. The ratio of apprentices to journeymen in any craft or trade employed on a public

works project is to be no less than one apprentice to each five Journeymen.

- D. Noncompliance requires withholding of fifty dollars (\$50.00) from progress payments for each day of noncompliance.
- E. For each apprentice listed on project payrolls, the contractor or subcontractor shall submit with the first payroll the apprentice is listed on, current registration information from the U. S. Department of Labor - Office of Apprenticeship. **Copies of Apprentice Agreements will no longer be accepted as proof of registration in an approved program.** ALSO, each apprentice who is listed on project payrolls must have listed for them what type of apprentice (Electrical, Plumbing, Cement Mason, etc.) they are.

V. **Project Wage Determination**

- A. The Wage Determination lists the minimum wages to be paid all non-supervisory employees.
- B. Listed are the different Hourly Rates of Pay for all employees depending upon each employee's Labor Classification and Group Number.
- C. All employees listed on any project payrolls are to be listed by their proper Labor Classification Title and Group Number as found in the project Wage Determination for the type of work they actually perform.

VI. **Fringe Benefit Statement**

- A. The purpose of the "Fringe Benefit Statement" is to have the contractor/subcontractor provide additional information regarding fringe benefits paid into an "...approved plan, fund, or program."
- B. Listed are the hourly rates for the various categories of fringe benefits, and the name & address of the fund to which the fringe benefits are being paid into, for each labor classification being used on the job-site.
- C. The information provided on this Statement is used to assist the project monitor in payroll reviews to verify that employees are receiving the required total wage package (the basic rate plus fringe benefit per hour).
- D. The "Fringe Benefit Statement" is to be submitted by the prime contractor and each sub-contractor (who has **not** already indicated that fringe benefits are being paid in cash to the employee) with the first weekly Certified Payroll for work performed.

VII. **U. S. Department of Labor Form WH-347, Weekly Payroll Sheet**

- A. The purpose of Form WH-347, Weekly Payroll Sheet, is to verify that all project employees are being paid weekly and correctly. The use of any other payroll form will be acceptable only if its format includes all the information needed to meet HUD requirements. All payrolls submitted must be originals, with "wet signatures" on the Statements of Compliance.
- B. The Weekly Payroll Sheet is to be submitted to the County/Owner/Architect or Engineer once a week, each week, that work was done on this project.
- C. Weekly Payroll Computations will be checked for both mathematical accuracy and for any non-permissible deductions.
- D. Untimely submittal or submittal with errors will require holding up of progress payments, until this form is received.
- E. Prime Contractors and subcontractors must retain their basic payroll records (payroll register, individual earning cards, check stubs, etc.) for a three year period after completion of the project.
- F. If requested, contractors shall make their Superintendent's log book available to the payroll reviewer for payroll compliance review purposes.

VIII. **U.S. Department of Labor Form WH-348, Statement of Compliance**

- A. The purpose of Form WH-348 is to certify that any payrolls submitted for this project are correct and complete. The use of any other compliance statement form will be acceptable only if its format substantially includes all the language and citations required by the U.S. Department of Labor WH-348 form.
- B. The Statement of Compliance is to be submitted to the County/Owner/Architect or Engineer with the Weekly Payroll once a week, each week, that work was done on this project.
- C. The Statement of Compliance is to be submitted no later than seven work days after the end of the week being reported, as is the case with Form WH-347, Weekly Payroll Sheet.
- D. If Statements of Compliance are signed by someone other than an owner or officer of the firm (such as President, Treasurer, or Payroll Administrator), a "Certificate of Authorization" that gives permission to the non-owner or the non-officer to sign the statements must be submitted with the first payroll.
- E. Untimely submittal or submittal with errors or omissions will require holding up progress payments until this form is received.

- F. Fringe benefit payments to plans, funds, or programs may be verified by the County/Owner/Architect or Engineer.

IX **Working Subcontractors**

- A. The payment of prevailing wage rates established by HUD provide that the wage protections afforded apply to laborers and mechanics employed on federally-assisted construction contracts regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. There is **no** exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others.
- B. "Laborers and mechanics" may **not** certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.
- C. Payrolls submitted reporting single or multiple owners certifying that they have paid to themselves the prevailing wage for their craft are unacceptable; rather, such laborers or mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a contract.
- D. Whatever method of compensation computation is utilized, the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. The name, work classification, actual hours of work, effective hourly wage rate, and wage payment of each self-employed laborer and mechanic must be reported and certified on the responsible employer's weekly payroll.
- E. More extensive guidance for the Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") is detailed in Labor Relations Letter No. LR-96-01, dated December 2, 1996. Additional information is also provided regarding HUD's compliance and certification parameters for owner-operators of power equipment and truck drivers.

X. **Record of Employee Interview, Form HUD-11**

- A. Interviews will be conducted by County/Owner/Architect or Engineer staff or their designee.
- B. Required to document the confirmation that:
 - 1. Project Employees are working in the correct classification; and
 - 2. For the correct pay.
- C. Random samples of each contractor/subcontractor(s) workforce will be interviewed throughout the course of the project.
- D. Comparisons of interview forms with the Weekly Payroll Sheets and Prevailing Wage Decision will assure proper payment to project workforce.
- E. Failure to resolve discrepancies within a reasonable period of time will cause future progress payments to be held up.
- F. County/Owner/Architect or Engineer staff who administer the HUD-11 forms are hereby reminded that they are to indicate "None" in the Remarks sections of the form when there is nothing additional to report from the actual interview or the comparison of the HUD-11 form to the payroll and the project wage decision. The HUD-11 interviewer and payroll examiner are each to sign and date the form in the spaces provided when they have completed the interview and examination.

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

(CDBG Fund Regulations at 24 CFR 85.20 [b] and [c])

The financial management systems of grantees and subgrantees must meet the following standards:

1. Financial reporting: Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.
2. Accounting records: Grantee and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
3. Internal control: Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control: Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data is required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost: Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation: Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.
7. Cash management: Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by grantees and subgrantees must be followed whenever advance payment procedures are used. Grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. When advances are made by letter-of-credit or electronic transfer of funds methods, the grantee must make drawdowns as close as possible to the time of making disbursements. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees.

An awarding agency may review the adequacy of the financial management system of any applicant for financial assistance as part of a preaward review or at any time subsequent to award.

PROHIBITED USE OF FEDERAL FUNDS FOR LOBBYING

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in appendix A of 41 CFR part 105-69 (see CDA 243), that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a disclosure form, set forth in appendix B of 41 CFR part 105-69 (see Standard Form – LLL), if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in appendix A of 41 CFR part 105-69, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in appendix B of 41 CFR part 105-69 (see Standard Form – LLL), if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose Lobbying activities pursuant to 31 U.S.C. 1352
(See page 2 for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number:			9. Award Amount: \$		
10a. Name and Address of Lobbying Registrant: (if individual, last name, first name, MI)			b. Individuals Performing Services: (including address if different from No. 10a.) (last name, first name, MI)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification on this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal [RFP] number, Invitation for Bid [IFB] number, grant announcement, number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FEDERAL REQUIREMENTS

FEDERAL LABOR STANDARDS PROVISIONS - The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

MINIMUM WAGES - All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates to less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5 (a) (1) (ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office Management and Budget under OMB control number 1215-0140).

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of labor has fund, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

WITHHOLDING - HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Controller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

PAYROLLS AND BASIC RECORDS - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B)b of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1, U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (Approved by the Office of Management and Budget Under OMB Control Number 1215-0149).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The contractor or subcontractor shall make the records required herein available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR part 5.12.

APPRENTICES AND TRAINEES - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and

Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentage of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

COMPLIANCE WITH COPELAND ACT REQUIREMENTS - The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

SUBCONTRACTS - The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee 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 the contract clauses in 29 CFR Part 5.5.

CONTRACT TERMINATION; DEBARMENT - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3 and 5 are herein incorporated by reference in this contract.

DISPUTES CONCERNING LABOR STANDARDS - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

CERTIFICATION OF ELIGIBILITY - By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contract or participate in HUD programs pursuant to 24 CFR Part 24.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transactions," provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES - No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - As used in this section, the terms "Laborers" and "mechanics" include watchmen and guards.

OVERTIME REQUIREMENTS - No contractor or subcontractor contracting for any part of the contract work 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 eight hours in any calendar day or 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES - In the event of any violation of the clause set forth in Section 5-3.01B(1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of Section 5-3.01B(1), in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 5-3.01B(1).

WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES - HUD or its designee 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 determine to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in Section 5-3.01B(2) above.

SUBCONTRACTS - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 5-3.01B(1) through 5-3.01B(4) of these 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 provisions set forth in Sections 5-3.01B(1) through 5-3.01B(4) of these .

HEALTH AND SAFETY - No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (40 USC 3701 et.seq.).

The Contractor shall include the provisions of this article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of labor shall direct as a means of enforcing such provisions.

CLEAN AIR AND WATER - The Contractor agrees to comply with all requirements of Section 114 of the Clean Air Act, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before award of this contract.

The Contractor agrees that no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless or until the EPA eliminates the name of such facility or facilities from such listing.

The Contractor agrees to use best efforts to comply with the clean air standards at the facility in which the contract is being performed.

The Contractor agrees to insert the substance of this clause into every nonexempt subcontract, including this paragraph.

EQUAL OPPORTUNITY CLAUSES (48 CFR 52.222-26) (Sept 2016) –

(a) Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if -

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to

extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, 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.

(5)

- I. The Contractor shall 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 prohibition against discrimination does 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.
- II. The Contractor shall disseminate the prohibition on discrimination in paragraph (c) (5) (i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by –
 - a. Incorporation into existing employee manuals or handbooks; and
 - b. Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms..

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION - Bidder's

attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	19.1 Percent	6.9 Percent

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

UTILIZATION OF SMALL BUSINESS CONCERNS (48 CFR 52.219-8) (Oct 2018) –

(a) **Definitions.** As used in this contract –

HUBZone small business concern means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that -

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by

-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern -

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

- (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
- (2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if -
 - (i) The subcontractor is registered in SAM; and
 - (ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
- (3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
- (4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
- (5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small

business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include -

- (i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;
- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
- (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

COMPLIANCE WITH THE REHABILITATION ACT OF 1973 - The Contractor shall comply with the requirements of 41CFR 60-741, which are incorporated by reference in this contract.

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36) (JUN 2020) –

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 33.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL OPPORTUNITY FOR VETERANS (48 CFR 52.222-35) (JUN 2020) –

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EMPLOYMENT REPORTS ON VETERANS (48 CFR 52.222-37) (Jun 2020)

a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

ARCHITECTURAL BARRIERS ACT OF 1968 - This project is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6 for general type buildings) which require Federal and Federally funded buildings and other facilities be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, individuals with physical disabilities.

NONDISCRIMINATION ON BASIS OF AGE POLICY - It is the policy of the Executive Branch of the Government that (a) contractors and subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan,

or statutory requirement, and (b) that contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

AMERICANS WITH DISABILITIES ACT OF 1990 - CDBG contractors and subcontractors agree to abide by the requirements of the American with Disabilities Act of 1990, Public Law 101- 336, and any regulations issued pursuant thereto, which prohibits, at Title I thereof, discrimination by any employer, employment agency, or labor origination against any qualified individual with a disability in regard to any term, condition, or privilege of employment; makes applicable, at Title II thereof, the prohibition against discrimination on the basis of disability to all programs, activities and services provided or made available by state and local agencies or instrumentalities or agencies thereof, or by public entities that provide public transportation; prohibits, at Title III thereof, disabilities discrimination by privately operated public accommodations and in public transportation services provided by private entities; and which, at Titles IV and V thereof, makes further provision against discrimination against disabled persons.

STATE OF CALIFORNIA LABOR CODE REQUIREMENTS

Unless specified otherwise, any reference in this Section to subcontractor shall also include the prime construction contractor.

Labor Code Requirements

Attention is directed to the following requirements of the Labor Code:

(a) Hours of Labor

Eight hours labor constitutes a legal day's work. CITY/DISTRICT/NONPROFIT or any subcontractor under CITY/DISTRICT/NONPROFIT shall forfeit, as a penalty to the Community and Economic Development Department, \$25 for each worker employed in the execution of the construction under the contract by CITY/DISTRICT/NONPROFIT or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of CITY/DISTRICT/NONPROFIT in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

(b) Prevailing Wage

1. In respect to the Grant funded construction, CITY/DISTRICT/NONPROFIT and any subcontractor under CITY/DISTRICT/NONPROFIT shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, CITY/DISTRICT/NONPROFIT and any subcontractor under CITY/DISTRICT/NONPROFIT shall forfeit to the Community and Economic Development Department a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by CITY/DISTRICT/NONPROFIT or by any subcontractor under CITY/DISTRICT/NONPROFIT in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CITY/DISTRICT/NONPROFIT or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CITY/DISTRICT/NONPROFIT or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by CITY/DISTRICT/NONPROFIT or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CITY/DISTRICT/NONPROFIT or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CITY/DISTRICT/NONPROFIT or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project or CITY/DISTRICT/NONPROFIT is not liable for the penalties described above unless the prime contractor or CITY/DISTRICT/NONPROFIT had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor or CITY/DISTRICT/NONPROFIT fails to comply with all of the following requirements:

- a. The contract executed between CITY/DISTRICT/NONPROFIT and the subcontractor for the performance of work on the public works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
- b. CITY/DISTRICT/NONPROFIT shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, CITY/DISTRICT/NONPROFIT shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- d. Prior to making final payment to the subcontractor for work performed on the public works project, CITY/DISTRICT/NONPROFIT shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

2. Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify CITY/DISTRICT/NONPROFIT on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if CITY/DISTRICT/NONPROFIT did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CITY/DISTRICT/NONPROFIT shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. CITY/DISTRICT/NONPROFIT shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by CITY/DISTRICT/NONPROFIT within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, CITY/DISTRICT/NONPROFIT shall pay all moneys retained from the subcontractor to COUNTY. These moneys shall be retained by COUNTY pending the final decision of an enforcement action.

3. Pursuant to the requirements in Section 1773 of the Labor Code, CITY/DISTRICT/NONPROFIT has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

4. The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

5. The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract.

CITY/DISTRICT/NONPROFIT shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

6. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by CITY/DISTRICT/NONPROFIT at a prominent place at the site of the work.

7. Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to CITY/DISTRICT/NONPROFIT for the project.

8. COUNTY will not recognize any claim for additional compensation because of the payment by CITY/DISTRICT/NONPROFIT or its subcontractor of any wage rate in excess of the prevailing wage rate set forth in the contract.

(c) Payroll Records

1. Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

"Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in the connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CITY/DISTRICT/NONPROFIT on the following basis:

- a. certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- b. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by CITY/DISTRICT/NONPROFIT, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of CITY/DISTRICT/NONPROFIT.

"The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

"CITY/DISTRICT/NONPROFIT or subcontractor shall file a certified copy of the records with the entity that requested the records within 10 days after receipt of a written request.

"Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of CITY/DISTRICT/NONPROFIT and the subcontractor performing the contract shall not be marked or obliterated.

"The subcontractor shall inform the body awarding the contract of the location of the records including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"CITY/DISTRICT/NONPROFIT or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records. In the event that CITY/DISTRICT/NONPROFIT or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CITY/DISTRICT/NONPROFIT is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

2. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to CITY/DISTRICT/NONPROFIT.

3. A copy of all payrolls shall be submitted weekly to CITY/DISTRICT/NONPROFIT. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. CITY/DISTRICT/NONPROFIT shall be responsible for the submission of copies of payrolls of all subcontractors. CITY/DISTRICT/NONPROFIT and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

(d) Apprentices

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, CITY/DISTRICT/NONPROFIT or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with CITY/DISTRICT/NONPROFIT.

e) Workers' Compensation

Pursuant to the requirements in Section 1860 of the Labor Code, the subcontractor will be required to secure the payment of workers' compensation to the subcontractor's employees in conformance with the requirements in Section 3700 of the Labor Code. Prior to the commencement of work, the subcontractor shall sign and file with CITY/DISTRICT/NONPROFIT a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

This certification is included in the contract, and signature and return of the contract shall constitute signing and filing of the certificate.

(f) Suits to Recover Penalties and Forfeitures

1. Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.

2. Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the subcontractor or the subcontractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received the amounts withheld from payment for those penalties and forfeitures is not a prerequisite for those suits, and these claims will not be considered.

NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(24 CFR, Subtitle A, Part 1, Section 1.5 Assurances Required)

1.5 Assurances Required

(a) General

(1) Every contract for Federal financial assistance to carry out a program or activity to which this Part 1 applies, executed on or after January 3, 1965, and every application for such Federal financial assistance submitted on or after January 3, 1965, shall, as a condition to its approval and the extension of any Federal financial assistance pursuant to such contract or application, contain or be accompanied by an assurance that the program or activity will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this Part 1. In the case of a contract or application where the Federal financial assistance is to provide or is in the form of personal property or real property or interest therein or structures thereon, the assurance shall obligate the recipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the recipient for the period during which Federal financial assistance is extended pursuant to the contract or application. The responsible Department official shall specify the form of the foregoing assurance for such program or activity, and the extent to which like assurances will be required of subgrantees, contractors and subcontractors, transferees, successors in interest, and other participants in the program or activity. Any such assurance shall include provisions which give the United States a right to seek its judicial enforcement.

(2) In the case of real property, structures or improvements thereon, or interests therein, acquired through a program of Federal financial assistance, the instrument effecting any disposition by the recipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. In the case where Federal financial assistance is provided in the form of a transfer of real property or interests therein from the Federal Government, the instrument effecting or recording the transfer shall contain such a covenant.

(3) In a program receiving Federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, to the extent that rights to space on, over, or under any such property are included as part of the program

receiving such assistance, the nondiscrimination requirements of this Part 1 shall extend to any facility located wholly or in part in such space.

(b) Pre-existing contracts - funds not disbursed. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and the funds have not been fully disbursed by the Department, the responsible Department official shall, where necessary to effectuate the purposes of this Part 1, require an assurance similar to that provided in paragraph (a) of this section as a condition to the disbursement of further funds.

(c) Pre-existing contract - periodic payments. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and provides for periodic payments for the continuation of the program or activity, the recipient shall, in connection with the first application for such periodic payments on or after January 3, 1965:

(1) Submit a statement that the program or activity is being conducted in compliance with all requirements imposed by or pursuant to this Part 1; and

(2) Provide such methods of administration for the program or activity as are found by the responsible Department official to give reasonable assurance that the recipient will comply with all requirements imposed by or pursuant to this Part 1.

(d) Assurances from institutions.

(1) In the case of any application for Federal financial assistance to an institution of higher education, the assurance required by this section shall extend to admission practices and to all other practices relating to the treatment of students.

(2) The assurance required with respect to an institution of higher education, hospital, or any other institution, insofar as the assurance relates to the institution's practices with respect to admission or other treatment of persons as students, patients, or clients of the institution or to the opportunity to participate in the provision of services or other benefits to such persons, shall be applicable to the entire institution unless the applicant establishes, to the satisfaction of the responsible Department official, that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which Federal financial assistance is sought, or the beneficiaries of or participants in such program. If in any such case the assistance sought is for the construction of a facility or part of a facility, the assurance shall in any event extend to the entire facility and to facilities operated in connection therewith.

(e) Elementary and secondary schools. The requirements of this section with respect to any elementary or secondary school or school system shall be deemed to be satisfied if such school or school system (1) is subject to a final order of a court of the United States for the desegregation of such school or school system, and provides an assurance that it will comply

with such order, including any future modification of such order, or (2) submits a plan for the desegregation of such school or school system which the responsible official of the Department of Health and Human Services determines is adequate to accomplish the purposes of the Act and this Part 1 within the earliest practicable time, and provides reasonable assurance that it will carry out such plan.

(Authority: Sec. 7(d) Department of Housing and Urban Development Act (42 U.S.C. 3535(d)))

[38 FR 17949, July 5, 1973, as amended at 50 FR 9269, Mar. 7, 1985]

EQUAL OPPORTUNITY

(48 CFR 52.222-26)
(Sept 2016)

(a) Definitions. As used in this clause—

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if—

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60–1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60–1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, 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.

(5)(i) The Contractor shall 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 prohibition against discrimination does 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.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60–1.

ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

UTILIZATION OF SMALL BUSINESS CONCERNS (48 CFR 52.219-8) (Oct 2018) –

(a) **Definitions.** As used in this contract —

HUBZone small business concern means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that -

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by -

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern -

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if

-

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include -

- (i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;
- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
- (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

Small Business Subcontracting Plan
(48 CFR 52.219-9)
(June 2020)

Small Business Subcontracting Plan (JUN 2020)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) 2.101.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.=

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its

source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged

business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

- (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—
 - (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
 - (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the

contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242–5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219–8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212–5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a

commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

SMALL BUSINESS PARTICIPATION REQUIREMENTS

(Applies only to projects where CDBG/NSP funding is more than \$100,000 and less than \$500,000)

- I. It is the policy of the HUD that small businesses and women business enterprises shall have the maximum practicable opportunity to participate in the performance of HUD funded contracts.
- II. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. Contractors may rely on written representations by subcontractors regarding their status as small businesses in lieu of an independent investigation.
- III. A Small Business (SB) is a business, including its affiliates, which is independently owned and operated, not dominant in its field of operation in which it is bidding for government contracts, and qualified as a small business under the criteria in 13 CFR part 121. The size criterion entitled "Small Business Size Standards" is within this bid specification or request for proposal package for reference.
- IV. Bidding Contractors shall make the maximum attempt feasible to achieve the County's objective for SB participation in CDBG funded contracts by performing the contract administration and compliance steps as follows:
 - A. Contract Administration: The contractor shall insert this clause in any subcontract involving CDBG funding of more than the simplified acquisition threshold, fixed at 41 U.S.C. 403 (11) (currently set at \$100,000), monitor the subcontractor's compliance, and maintain records of such compliance.
 - B. Contract Compliance: The Contractor shall evidence his/her understanding of and intent to comply with the County's CEDD SB Plan by submitting, as an integral part of his/her bid, the following:
 1. To verify attainment of County's SB goals **submit, with bid**, Form SB-241 "SMALL BUSINESS AND WOMAN BUSINESS ENTERPRISE UTILIZATION BID SUBMISSION TO THE COUNTY OF KERN"; and
 2. When non-attainment occurs, **submit, with bid**, Form SB-242, "LIST OF NECESSARY AFFIRMATIVE STEPS TAKEN TO INVOLVE SMALL BUSINESSES (SBs)", including any additional documentation which provides evidence of the contractor's efforts to attain the County's SB goals, which is to include the following:
 - a. Statement of contractor's efforts to enter into direct contact with SBs.
 - b. Report of responses received from SBs, including proposals or bids and the contractor's response thereto.
 - c. Copies of correspondence sent to groups and individual SBs as notification of the contractor's intent to contract with SBs.
 - d. Report of specific contacts with small contractor's associations, small business development centers, or any other agency which may disseminate bid information to SBs.

- e. Description of specific efforts undertaken by prime contractors to encourage subcontractors to obtain SB participation.

The bid forms section within this bid specification or request for proposal package includes both SB Forms. Bidders are hereby notified that in the event they do not meet the County's SB goal, their firm can still receive a CDBG funded contract if they performed all of the listed steps.

Bidders are hereby notified that the text of the entire SB Plan is available at CEDD upon request.

SMALL BUSINESS SUBCONTRACTING PROGRAM

(Applies only to projects where CDBG/NSP funding is more than \$500,000)

- I. The Contractor agrees to establish and conduct a program which will enable small businesses to be considered fairly as subcontractors under this contract. The term "small business", as used in this clause, is defined at III. of the "Small Business Participation Requirements" contract clause. In this connection, the Contractor shall:
 - A. Designate a liaison officer who will administer the Contractor's Small Business Subcontracting Program.
 - B. Provide adequate and timely consideration of the potentialities of known small businesses in all "make-or-buy" decisions.
 - C. Assure small businesses will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small businesses.
 - D. Submit periodic reports of subcontracting to small businesses with respect to the records referred to in subparagraph (5), in such form and manner and at such time (not more often than quarterly) as CEDD's SB Liaison Officer may prescribe.
 - E. Maintain records showing (i) procedures adopted to comply with the policies set forth in this clause, including the establishment of a source list of small businesses, (ii) awards to small businesses on the source list, and (iii) specific efforts to identify and award contracts to small businesses.
 - F. Cooperate with CEDD's SB Liaison Officer in any studies and surveys; he/she may conduct, regarding small business procedures and practices of prime contractors.

The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000, provisions which shall conform substantially to the language of this clause, including this paragraph II, and to notify the SB Liaison Officer of the names of such subcontractors.

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36) (JUN 2020) –

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 33.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL OPPORTUNITY FOR VETERANS
(48 CFR 52.222-35)
(JUNE 2020)

(a) Definitions. As used in this clause -

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EMPLOYMENT REPORTS ON VETERANS
(48 CFR 52.222-37)
(JUNE 2020)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C.4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.



RESOLUTION # 2021-24

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the County of Kern CDBG Agreement for the Food Bank Expansion Project

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on November 17, 2021, in Bakersfield, California and resolved as follows:

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

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

WHEREAS, the County of Kern has offered \$916,586 to assist with the expansion of the Food Bank; and

WHEREAS, the funding is expected to cover the cost of earthwork, ornamental metal fencing and electrical materials and

WHEREAS, the scope of work is expected to be completed by April 15, 2022; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to act on behalf of the Board as CAPK's representative signatory with regard to the execution of the agreement and all subsequent amendments throughout the duration of the contract term.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 17th day of November 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

November 17, 2021
Date



MEMORANDUM

To: Budget and Finance Committee

From: Pritika Ram, Director of Administrator

Date: November 11, 2021

Subject: *Agenda Item 4d#*: Resolution to Approve the Submission of the 2022 Community Service Block Grant (CSBG) Contract Number 22F-5015 from the Department of Community Services and Development - **Info Item**

As part of our annual contract with the Department of Community Services and Development (CSD), we have received the 2022 Community Services Block Grant (CSBG) contract. The contract term is January 1, 2022, through May 31, 202, for \$1,530,496. There was a slight decrease from the final 2021 contract of \$5,047. The contract was received on November 4, 2021, and staff is in the process of developing the 2022 budget summary that will be part of the contract submission, which is due thirty (30) calendar days from the date of the letter (November 4, 2021), for private non-profit agencies.

CSBG is the agency's only funding source that allows the flexibility to support multiple low-income programs as well as administration. The 2022 CSBG contract will be used to support programs that serve areas of great need, but that have a significant program and administrative funding gap, such as the Food Bank, Volunteer Income Tax Assistance (VITA), Friendship House Community Center (FHCC), Shafter Youth Center (SYC), Oasis Family Resource Center, East Kern Family Resource (EKFRS), and the 2-1-1 Call Center. This funding source may also be used to support new program initiatives such as the Community Development Financial Institution program.

The attached Resolution #2021-25 provides authority to the Chief Executive Officer to sign the 2022 CSBG contract on behalf of the Agency and to execute any amendments to the contract over the contract term.

Attachments:

Resolution Number 2021-25

CSBG Contract #22F-5015



RESOLUTION # 2021-25

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

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on November 17, 2021 in Bakersfield, California at a scheduled Board meeting and resolved as follows:

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

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

WHEREAS, CAPK Board of Directors has determined that there is a need for anti-poverty programs to meet the needs of the low-income residents in the County of Kern; and

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

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2022 CSBG Contract and the CAPK Board of Directors has designated Jeremy T. Tobias, Chief Executive Officer, as the official representative and signatory of CAPK; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer, to execute Contract #22F-5015 and any subsequent amendments throughout the term of the contract.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 17th day of November 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

November 17, 2021
Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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

AGREEMENT NUMBER

22F-5015

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Community Action Partnership of Kern

2. The term of this Agreement is: January 1, 2022 through May 31, 2023

3. The maximum amount of this Agreement is: Total \$1,530,496.00

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

Preamble

Article 1 - Scope of Work

Article 2 - Contract, Administration, Procedure

Article 3 - Agreement Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Program Budget Requirements and Payments

Article 6 - Financial Reporting

Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting

Article 8 - Compliance Policies and Procedures

Article 9 - Federal and State Policies and Provisions

Definitions

Table of Forms and Attachments

These documents can be accessed at <https://providers.csd.ca.gov/>.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO**

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

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.



MEMORANDUM

To: Budget & Finance Committee

Tracy Webster

From: Tracy Webster, Chief Financial Officer

Date: November 10, 2021

Subject: *Agenda Item 4e*: Unrestricted Excess (Deficit) Transfer to Discretionary -
Action Item

Unrestricted funds held by the agency may be transferred at the discretion of the Board of Directors. The availability of unrestricted funds allows the Board to build reserves within the control of the Board. Staff is recommending the transfer of unrestricted funds from Indirect, Food Bank and 211.

Indirect Funds:

CAPK implemented the utilization of the 10% De Minimis indirect rate during fiscal year 2016-17 with board approval on February 24, 2016. The use of the De Minimis rate is described in Uniform Guidance. CAPK had historically utilized a Direct Cost Rate that was administratively intensive. The De Minimis Indirect Rate was allowable for agencies that never had a negotiated indirect rate.

The use of the De Minimis Indirect Rate allows an excess or deficit indirect collection to become unrestricted. Funds held in the Indirect Fund must match the allowability of cost principles described in Uniform Guidance. Hence it is in the best interest of the agency to transfer excess or deficit funds at the end of the fiscal year to the Discretionary Fund. This will allow for the excess funds to be more transparently displayed to the Board. Plus, it allows the agency to build unrestricted reserves within the control of the Board.

Last fiscal year, excess indirect earnings for fiscal years 2016-17, 2017-18, 2018-19, and 2019-20 were moved to the Discretionary Fund in the amount of \$2,506,345.38. During fiscal year 2020-21, an indirect excess of \$851,717.52 was recognized. Accordingly, these funds will be transferred from the Indirect Fund to the Discretionary Fund.

Food Bank and 211:

Additionally, departments such as the Food Bank and 211 have unrestricted sources of funding. Both the Food Bank and 211 have accumulated surplus unrestricted fund balance. These funds are solely unrestricted and may be transferred to the Discretionary Fund at the Discretion of the Board.

Excess Fund Balance as of 2/28/2021:

Category	Balance
Discretionary Fund	\$2,048,867.01
Fundraising Fund	275,059.44
Food Bank U/R	1,045,872.83
211 U/R	464,986.37
Excess Indirect	851,717.52
TOTAL	\$4,686,503.17

Proposed Transfer to Discretionary:

Category	Balance
Food Bank U/R	\$1,000,000.00
211 U/R	371,000.00
Excess Indirect	851,717.52
TOTAL	\$2,222,717.52

Discretionary Balance After Transfer:

Category	Balance
Discretionary Fund	\$2,048,867.01
Unrestricted Transfer	2,222,717.52
TOTAL	\$4,271,584.53

Remaining Balances After Transfer:

Category	Balance
Discretionary Fund	\$4,271,584.53
Fundraising Fund	275,059.44
Food Bank U/R	45,872.83
211 U/R	93,986.37
TOTAL	\$4,686,503.17

Recommendation:

Staff recommends that the excess funds in the amount of \$851,717.52 from the Indirect Fund, \$1,000,000.00 from the Food Bank, and \$371,000.00 from 211 (a total of \$2,222,717.52) to be transferred to the Discretionary Fund.



BUDGET AND FINANCE COMMITTEE

NOVEMBER 10, 2021

FINANCIAL REPORT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/21 - 02/28/22	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/21 - 02/28/22	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/21 - 02/28/22	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
ENERGY			NOT APPLICABLE	03/01/21 - 02/28/22	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/21 - 02/28/22	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/21 - 02/28/22	531	DONATIONS, RENTAL INCOME
211			NOT APPLICABLE	03/01/21 - 02/28/22	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/21 - 02/28/22	541	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/21 - 02/28/22	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START EXPANSION	2,454,592	93.600	09HP000163-03	03/01/21 - 02/28/22	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START EXPANSION - CARES ACT	133,579		09HP000163-02C3	03/01/20 - 02/28/21		
EARLY HEAD START/HEAD START	27,045,025	93.600	09CH011132-03	03/01/21 - 02/28/22	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START - CARES ACT	1,549,338		09CH011132-02C3	03/01/20 - 02/28/21		
EARLY HEAD START SAN JOAQUIN	5,608,269	93.600	09-CH011406-02	02/01/21 - 01/31/22	117	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN - CARES ACT	275,067		09-CH011406-01C3	02/01/20 - 01/31/21		
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/20 - 07/31/21	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	166,842	21.009	21VITAA0243	10/01/20 - 09/30/21	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,535,543 1,535,543	93.569	20F - 3015 21F - 4015	01/01/20 - 05/31/21 01/01/21 - 05/31/22	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,000,000	93.391		9/17/20 - 12/30/20	137	COUNTY OF KERN, CARES ACT, CORONAVIRUS RELIEF FUND
CSBG CARES ACT DISCRETIONARY (YOUTH CENTER CARES)	40,370	93.569	20F - 3654	03/27/20 - 05/31/22	175/008	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,606,069 9,323,755	93.568 93.568	20B - 2012 21B - 5012	10/01/19 - 06/30/21 11/01/20 - 06/30/22	122-30 122-30	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) CARES ACT	2,291,443	93.568	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 - 0052	07/01/20 - 06/30/21	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 0052	07/01/20 - 06/30/21	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 28,000	93.575	CMAF - 9000 CMAF - 0000	07/01/20 - 06/30/21 07/01/20 - 06/30/21	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM		93.575	CSPP - 9121	07/01/20 - 06/30/21	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/20 - 06/30/21	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,735,694	10.561	19-10324	10/01/20 - 09/30/21	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
UNITED WAY STANISLAUS 211 RENTAL ASSISTANCE	93,600	21.023		03/01/21 - 12/31/21	185	U.S. DEPT OF HEALTH & HUMAN SERVICES, COUNTY OF STANISLAUS, UNITED WAY OF STANISLAUS
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE CAPABILITY	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/ 569	15 - MOU - 00118	10/01/20 - 09/30/21	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP CARES ACT	20,205	10.568/ 569		10/01/20 - 12/31/20	105-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
EFAP FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)	113,134	10.568/569		10/01/20 - 09/30/21	105-095	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRS)	288,169	10.568/569		10/01/20 - 09/30/21	105-098	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 37	58,005	97.024		4/1/2020 - 5/31/2021	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S CARES Act	82,698	97.024		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	97.024		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	10.178		10/01/20 - 09/30/21	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	386,389	10.565	MOU-20-6003	10/01/20 - 09/30/21	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	10/01/20 - 09/30/21	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,001,061 4,001,061	10.557 10.557	19 - 10139 19 - 10139	10/01/20 - 09/30/21 10/01/21 - 09/30/22	115 115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	96,442	10.561	18 - 7012 - SUB - CAPK	10/01/20 - 09/30/21	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 PROGRAM SSI	43,513	10.561		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	07/01/20 - 06/30/21	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	07/01/20 - 06/30/21	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
MIGRANT ALTERNATIVE PAYMENT	4,173,683		CMAF - 0000	07/01/20 - 06/30/21	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,659,082		CCTR - 0052	07/01/20 - 06/30/21	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,367,697		CSPP-0126	07/01/20 - 06/30/21	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	262,661		CMIG - 0004	07/01/20 - 06/30/21	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	39,399		CMSS - 0004	07/01/20 - 06/30/21	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	348,000		19T - 9011	10/01/19 - 06/30/22	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	3,460,624 4,227,141		N/A	07/01/20 - 06/30/21 07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/20 - 06/30/21	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	328,862		509-2019	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 LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,054,472		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE
CITY OF BAKERSFIELD HOMELESS HOUSING ASSISTANCE AND PREVENTION	42,000		2020-213	10/01/20 - 09/30/22	278	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, CITY OF BAKERSFIELD
FOOD BANK CAPACITY PROGRAM	363,636		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/20 - 06/30/21	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/20 - 06/30/21	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/20 - 06/30/21	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	219,006 230,726		N/A	07/01/20 - 06/30/21 07/01/21 - 06/30/22	280	OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	82,149 87,948		2020.2.05	07/01/20 - 06/30/21 07/01/21 - 06/30/22	288	KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	138,262 142,167		2020.2.06	07/01/20 - 06/30/21 07/01/21 - 06/30/22	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	156,092 163,032		2020.1.06	07/01/20 - 06/30/21 07/01/21 - 06/30/22	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	90,717 154,174		2020.2.18	01/01/21 - 06/30/21 07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS., SIERRA FOUNDATION
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/20 - 06/30/21	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/20 - 06/30/21	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
FEEDING AMERICA SENIOR HUNGER	50,000		25618	11/01/20 - 01/31/22	422	FEEDING AMERICA SENIOR HUNGER, MULTI-PRIVATE DONORS
GOODWILL INDUSTRIES - CALIFORNIA STATEWIDE COVID-19 CALL CENTER RESPONSE	90,681 25,000		N/A	03/30/20 - 03/29/21	430	GOODWILL INDUSTRIES OF SACRAMENTO & NORTHERN NEVADA, INC.
211 ENERGY UPGRADE CA PROGRAM	30,000		N/A	11/01/20 - 09/30/21	432	COMMUNITY RESOURCE PROJECT, INC.
SVCF MIGRANT CHILDCARE ALTERNATIVE PAYMENT	250,000		N/A	08/01/20 - 07/31/21	451	SILICON VALLEY COMMUNITY 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
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/20 - 08/31/21	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
211 KINGS COUNTY	22,868		N/A	07/01/20 - 06/30/21	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/20 - 06/30/21	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	70,019		N/A	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	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
FOOD BANK FREE FARMERS MARKET - WASCO	100,000		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	STATE OF CALIFORNIA, DEPARTMENT OF COMMUNITY 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 2021/22

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
451	SCVF Migrant Childcare Alternative Payment	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	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 2021/22

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

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2021/22

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

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
FISCAL YEAR 2021/22

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
02/28/21	n/a				
03/31/21	n/a				
04/30/21	n/a				
05/31/21	n/a				
06/30/21	n/a				
07/31/21	n/a				
08/31/21	n/a				
09/30/21	n/a				
10/31/21	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 for \$1.5 million during January , February, July, August 2021 and will increase to \$350,000 during March - June 2021, Sept - Dec 2021. This agreement will terminate on January 15, 2022.
A varied amount decrease to better manage the cash flow need during peak months.

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

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

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/20 - 3/31/21	90 days	\$ 1,781.05	0.25%
04/01/21 - 6/30/21	90 days	\$ 1,349.36	0.25%
07/01/21 - 9/30/21	90 days	\$ 1,534.40	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 OCTOBER 31, 2021	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(104,103.13)
HEAD START/EARLY HEAD START	502,424.74
SUBTOTAL	398,321.61
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	628,242.73
MIGRANT A/P	1,922,422.72
MIGRANT CHILD CARE	98,190.64
MIGRANT SPECIALIZED SERVICES	16,390.00
SAN JOAQUIN COE GENERAL CHILD CARE	460,350.85
STATE PRESCHOOL	2,507,546.62
SUBTOTAL	5,637,801.26
ANTHEM BLUE CROSS FOOD BANK	17,349.79
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	146,736.22
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(126,942.91)
EF&S	56.67
EFAP	(193,051.41)
FEEDING AMERICA SENIOR HUNGER	59,394.46
FOOD BANK	405,617.52
FOOD BANK EXPANSION	38,133.28
FOOD BANK CAPACITY PROGRAM	181,200.94
FOOD BANK - STATE	175,289.25
KAISER	95,000.00
SENIOR FARMERS MARKET NUTRITION PROGRAM	32,004.00
TRADE MITIGATION	0.00
WONDERFUL FOUNDATION	1,963.57
SUBTOTAL	832,751.38
ENERGY	(234,258.99)
DOE WAP	46,154.04
LIHEAP	(310,744.95)
PG&E	(15,720.99)
DAP (Disgorgement Assistance Program)	(64,894.41)
TRANSFER NEGATIVE BALANCE	579,465.30
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	509,480.52
211 ENERGY UPGRADE CA PROGRAM	(12,035.86)
AMERICORPS - CALIFORNIA VOLUNTEERS	(13.46)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(21,828.70)
CAL FRESH	(7,023.94)
CALEITC	(169.55)
CAPK FOUNDATION	(157,408.91)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	(5,968.24)
COST POOLS	53,891.02
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,066.07
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	93,927.02
CSBG	(43,155.11)
CSBG CARES ACT	295,355.05
CSBG DISCRETIONARY	6,345.01
DIFFERENTIAL RESPONSE	(30,320.28)
DIGNITY HEALTH	1,891.31
DISCRETIONARY FUND	1,989,573.92
ECONOMIC EMPOWERMENT	0.00
EAST KERN FAMILY RESOURCE CENTER	36,341.56
ESG CARES ACT HOMELESS SERVICES	(144,619.88)
ESG COORDINATED ENTRY SERVICE - COVID19	(11,554.82)
FIRST 5 KERN 211	(21,385.86)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(45,489.87)
FIRST 5 HELP ME GROW	(16,784.95)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(42,597.24)
FRIENDSHIP HOUSE	199.95
FUNDRAISING	275,059.44
GAPP FUND	0.00
GENERAL FUND	391,219.56
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(8,963.24)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(253,120.37)
HOUSING FOR THE HARVEST STATE	(331,017.45)
HUD-COORDINATED ENTRY SYSTEM	(55,698.90)
INDIRECT FUND	664,396.61
IRS - VITA	10,492.74
M ST NAVIGATION CENTER	16,631.38
NALEO - 2020 CENSUS	0.00
NEOPB CAL FRESH HEALTHY LIVING	(199,700.94)
POSITIVE YOUTH DEV SVC	(10,523.69)
POSITIVE YOUTH M	(36,940.58)
SHAFTER YOUTH CENTER	27,075.25
SIERRA FOUNDATION - ASTHMA MITIGATION	230,319.97
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	(4.19)
SO CA EDISON - 211 CUSTOMER RELATIONS	0.01
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	(17,076.69)
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	46,350.19
WELLS FARGO FOUNDATION	46,981.80
WIC	(665,638.26)
LESS: ENERGY NEGATIVE BALANCE	(579,465.30)
ADD: LINE OF CREDIT	
SUBTOTAL	2,109,073.65
TOTAL OPERATING CASH	8,979,947.90

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
September 30, 2021

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	10/31/21		9,700,307.75
LESS: OUTSTANDING CHECKS		670,330.78	
ADJUSTED BANK BALANCE AT	10/31/21		9,029,976.97
GENERAL LEDGER BALANCE AT	09/30/21		9,433,895.23
ADD: DEPOSITS		2,301,239.38	
US TREAS DRAWDOWNS		2,116,772.29	
FUNDS FROM OTHER GRANTS		958,619.47	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
ADP /HEALTH EQUITY REFUND		16,638.78	
REIMBURSEMENT OF ALTERED PAYEE		-	
		-	
		-	
		-	
LESS: CHECKS		1,736,481.21	
ADP PAYROLL 10/8/21		1,437,882.31	
ADP PAYROLL 10/22/21		1,419,863.43	
EFTS FOR HRA/HSA/ STD/403B		348,977.75	
REC LOAN PRINCIPAL/INT EXPENSES		30,864.59	
TRANSFERS FROM RESTRICTED ACCOUNTS		29,241.52	
CREDIT CARD		29,613.61	
BANK FEES		1,420.60	
ACH VOUCHERS		762,843.16	
GENERAL LEDGER BALANCE AT	10/31/21		9,029,976.97

DIFFERENCE: -

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/09/2021

APPROVED BY: Nancy Webster TITLE: Chief Financial Officer DATE: Nov 9, 2021

Lorraine Casillas

Nov 9, 2021

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

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

**BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021**

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 10/31/21 220,886.37

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/21 220,886.37

BALANCE PER G/L 09/30/21 220,856.36

ADD: DEPOSITS 0.00

INTEREST 30.01

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 10/31/21 220,886.37

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

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

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 11/01/21

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Nov 2, 2021



Nov 2, 2021

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

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
September 30, 2021

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	09/30/21	1,055,441.29
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	09/30/21	1,055,441.29

BALANCE PER G/L	08/31/21	1,026,059.69
ADD:		
DEPOSITS		0.00
INTEREST		140.08
ROUNDING ERROR		0.00
BANK ACCOUNT TRANSFER FROM GENERAL FUND		29,241.52
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	09/30/21	1,055,441.29

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: 11/02/21

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Nov 4, 2021



Nov 4, 2021

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021

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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING: 10/31/21 72,294.01

DEPOSITS IN TRANSIT	0.00
OUTSTANDING CHECKS	0.00
OTHER	0.00

ADJUSTED BANK BALANCE 10/31/21 72,294.01

BALANCE PER GENERAL LEDGER 09/30/21 67,948.39

ADD:	DEPOSITS (Credit Card Donations & Shared Fee)	0.00
	ONLINE DONATIONS	4,403.65
	PAYPAL DEPOSIT	0.00
	INTEREST	9.68
LESS:	APPLIED MERCHANT DEBITS	0.00
	CLIENT ANALYSIS SERVICE CHARGE	17.45
	BANKCARD FEES	50.26
	CASH CONCENTRATION FEE	0.00
	FUND TRANSFER TO GENERAL FUND	0.00
		0.00

BALANCE PER GENERAL LEDGER: 10/31/21 72,294.01

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

Difference: 0.00

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

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

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 11/03/21

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Nov 4, 2021



Nov 4, 2021

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: **10/31/21** **11.96**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: **10/31/21** **11.96**

BALANCE PER G/L **09/30/21** **11.95**

ADD: DEPOSITS 0.00

INTEREST 0.01

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 **10/31/21** **11.96**

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/01/21

APPROVED BY:  TITLE: Chief Financial Officer DATE: Nov 2, 2021



Nov 2, 2021

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2021

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: 10/31/21 35,004.80

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/21 35,004.80

BALANCE PER G/L 09/30/21 35,000.04

ADD: DEPOSITS 0.00

INTEREST 4.76

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 10/31/21 35,004.80

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/02/21

APPROVED BY:  TITLE: Chief Financial Officer DATE: Nov 2, 2021



Nov 2, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED October 1, 2021 - October 31, 2021

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Gloria Barbero	Administrator - EHS San Joaquin	587.10
Yolanda Gonzales	Director of Head Start/State Child Development Programs	1,535.00
Freddy Hernandez	Director of Youth and Community Services	1,010.60
Laurie Hughey		-
Traco Matthews	Chief Program Officer	3,624.87
Lisa McGranahan	Director of Human Resoures	18.75
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	1,424.00
Pritika Ram	Director of Administration	1,097.43
Jeremy Tobias	Chief Executive Officer	287.67
Emilio Wagner	Director of Operations	1,008.03
Tracy Webster	Chief Financial Officer	-
	Total	\$ 10,593.45



Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	10/1/2021 - 10/29/2021		
Trans Date	Post Date	Merchant Name	Charge Codes
		Approved	Receipt
			Amount
Transaction Count: 0			
Total: 0.00			

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Account #	Reporting Period	Trans Date	Post Date	Merchant Name	Charge Codes	Company Currency	Community Action Partnership O US Dollar	Approved	Receipt	Amount
Gloria Barbero	XXXX-XXXX-XXXX-7058	10/1/2021 - 10/29/2021	1	9/30/2021	10/1/2021	Brazelton Touchpoints Online Training on Challenging conversation (1 sessions)			✓		30.00
2	10/5/2021	10/6/2021	Brazelton Touchpoints			Online Training on Challenging conversation (1session)					30.00
3	10/15/2021	10/18/2021	Fsp*hopewell Cpr Training			Lead Poisoning Prevention for Child Care Providers Online training for new site supervisor Patricia Mexicano Chrisman center.					25.00
4	10/18/2021	10/19/2021	Cps Human Resource Service			Operations and Record Keeping Registration for new site supervisor Patricia Mexicano Chrisman Center.					4.85
5	10/21/2021	10/25/2021	Amtrak .Com			Refund of Amtrak ticket for Gloria Barbero do to late arrival for the ROMA Training.					-76.50

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/21/2021	10/25/2021 Amtrak .Com				76.50
Amtrak ticket for Gloria Barbero from Stockton CA to Bakersfield CA for ROMA Training.						
7	10/21/2021	10/25/2021 Amtrak .Com				153.00
Amtrak ticket for Gloria Barbero and Rashi Strother from Stockton to Bakersfield. Early arrival for ROMA Training.						
8	10/21/2021	10/25/2021 Amtrak .Com				76.50
Amtrak ticket for Rashi Strother Stockton to Bakersfield for ROMA Training.						
9	10/21/2021	10/25/2021 Amtrak .Com				-76.50
Refund of Amtrak ticket for Rashi Strother due to late arrival for ROMA Training.						
10	10/22/2021	10/25/2021 National Head Start Asso				459.00
2022 Winter Leadership Institute NHSA, Registration for Gloria Barbero.						
11	10/27/2021	10/29/2021 Amtrak .Com				-114.75
Refund for Amtrak ticket for Gloria Barbero and Rashi Strother unable to attend ROMA training due to family emergency and short staffing.						
Transaction Count: 11						
Total: 587.10						
Employee Signature			Date	Authorized Approver Signature		Date



Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Yolanda Gonzales		Company	Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-7009		Currency	US Dollar	
Reporting Period		10/1/2021 - 10/29/2021				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/22/2021	10/25/2021	National Head Start Asso				1,377.00
		2022 NHSA Winter Leadership Institute Registration for Yolanda Gonzales, Traco Matthews and Leslie Mitchell				
2 10/22/2021	10/25/2021	Smore.Com - Educator				79.00
		Renewal Membership for Esperanza Contreras				
3 10/22/2021	10/25/2021	Smore.Com - Educator				79.00
		Renewal Membership for Yolanda Gonzales				
						Transaction Count: 3
						Total: 1,535.00

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Freddy Hernandez		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-8850		Currency		US Dollar	
Reporting Period		10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/14/2021	10/18/2021	North Bakersfield Toyota				853.15	
Repair Cost for Shafter Youth Center Van							
2 10/25/2021	10/26/2021	Canva* I03219-35707118				12.95	
Subscription to Canva Pro							
3 10/26/2021	10/27/2021	Smiths Bakeries Inc				144.50	
Cookies for Weatherization Event on 10/29/21							
						Transaction Count: 3	
						Total: 1,010.60	
Employee Signature				Date		Authorized Approver Signature	
						Date	



Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Laurie Hughey			Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-9135			Currency	US Dollar	
Reporting Period	10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
Transaction Count: 0						
Total: 0.00						

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Traco Matthews		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-3726		Currency	US Dollar	
Reporting Period	10/1/2021 - 10/29/2021				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt Amount
1 9/30/2021	10/4/2021	Bakersfield Ice			421.47
Ice for Central Kitchen					
2 10/4/2021	10/6/2021	Motel 6			701.02
Hotel Expense for M Street Navigation Client - Quarantine for COVID-19					
3 10/12/2021	10/14/2021	Albertsons #3172			549.50
Purchase of 10 - \$50 gift cards to provide to M Street Navigation Center Clients, as an incentive to obtain the COVID-19 Vaccination. A \$4.95 fee was charged for each card to total \$549.50					
4 10/13/2021	10/14/2021	Lassens Natural Foods-Bk			120.29
Specialty Food items purchased for Central Kitchen					
5 10/13/2021	10/15/2021	Bakersfield Ice			453.89
Ice purchased for Central Kitchen					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/18/2021	10/20/2021	Super 8				627.20
Hotel Fee to house M Street Navigation Center Client (Quarantine due to positive COVID test)						
7 10/18/2021	10/20/2021	Super 8				200.00
Deposit paid for hotel to house M Street Navigation Center Client (Quarantine due to positive COVID test)						
8 10/18/2021	10/20/2021	Super 8				268.80
Hotel Fee to house M Street Navigation Center Client (Quarantine due to positive COVID test)						
9 10/21/2021	10/25/2021	National 9 Inn				515.07
Hotel fee for M Street Navigation Center Client, in quarantine for positive COVID-19 test.						
10 10/22/2021	10/25/2021	National 9 Inn				57.23
1-day hotel fee for M Street Navigation Center Client, in quarantine for positive COVID-19 test.						
11 10/27/2021	10/29/2021	Super 8				-289.60
Hotel fee for M Street Navigation Center Client to quarantine for a positive COVID test.						

Transaction Count: 11
Total: 3,624.87

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Lisa McGranahan			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-9914			Currency	US Dollar		
Reporting Period	10/1/2021 - 10/29/2021						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/10/2021	10/12/2021	Biometrics4all Inc				18.75	
Relay Fees for running New Hire Fingerprints Invoice Period 09/01/2021-09/30/2021 Invoice Date 10/01/2021							

Transaction Count: 1

Total: 18.75

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Jerry Meade		Community Action Partnership O		Company	
Account #		XXXX-XXXX-XXXX-5025		US Dollar		Currency	
Reporting Period		10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/1/2021	10/4/2021	Training Llc				149.00	
Registration for HR Training, Successfully Dealing with Difficult People: The 5 Most Difficult Types of People and How to Effectively Approach for HS Assistant Director							
2 10/6/2021	10/7/2021	Paypal				29.00	
Registration for Staff to attend online training Pyramid Model Training - Mariela Germann							
3 10/7/2021	10/8/2021	Paypal				29.00	
Registration for Staff to attend online training Pyramid Model Training - Sandra Mejia Martinez							
4 10/11/2021	10/12/2021	Eb 2021 Inclusion Col				299.00	
Registration for staff to attend 2021 Inclusion Collaborative Virtual Conference 10/20/21-10/21/2021 - Dolores Patricia							
5 10/22/2021	10/25/2021	National Head Start Asso				918.00	
Resgistration for two staff to attend NHSA Winter Leadership 2022 01/24/22-01/27/22 - Jerry Meade & Sylvia Ortega							

Transaction Count: 5
Total: 1,424.00

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name			Company			Community Action Partnership O		
Account #			Currency			US Dollar		
Reporting Period								
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount		
1 10/4/2021	10/5/2021	Www.Thingsremembered.Com				101.76		
Retirement Gift for EHS SJC Employee Peggy Martin								
2 10/7/2021	10/8/2021	Slk*shutterstock				29.00		
Monthly Subscription for Stock Photos								
3 10/7/2021	10/11/2021	Eureka Bakersfield				103.22		
Business Lunch with Roberto Barragan from CCEDA. CAPK Attendees: P. Ram & T. Matthews								
4 10/18/2021	10/21/2021	Courtyard By Marriott				213.62		
Hotel Fee for Pritika Ram - CCAP CA Cohort Study Group Meeting on October 19, 2021								
5 10/18/2021	10/21/2021	Courtyard By Marriott				240.62		
Hotel Fee for Yolanda Gonzales - CCAP CA Cohort Study Group Meeting on October 19, 2021								

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/18/2021	10/21/2021	Courtyard By Marriott			240.62
Hotel Fee for Yolanda Gonzales - CCAP CA Cohort Study Group Meeting on October 19, 2021						
7	10/22/2021	10/25/2021	Catamaran Resort Hotel An			54.00
Misc. Fee charged by Catamaran Resort Hotel in San Diego. All charges were to be charged to CCEDA, expecting a refund.						
8	10/26/2021	10/27/2021	Cafe Smitten			114.59
Lunch Meeting for United Way FM Site Visit - CAPK attendees: P. Ram, M. Gonzalez, J. Jordan and E Bauer & C. Campos from UWFM						
Transaction Count: 8						
Total: 1,097.43						

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Jeremy Tobias		Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-7066		Currency	US Dollar	
Reporting Period	10/1/2021 - 10/29/2021				
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt Amount
1 10/4/2021	10/6/2021	Exxonmobil 97224224			69.13
		Gasoline for CEO's Agency Vehicle			
2 10/14/2021	10/18/2021	Exxonmobil 97224224			73.09
		Gasoline for CEO's Agency Vehicle			
3 10/18/2021	10/19/2021	Logcabinflorist			91.90
		Sympathy Plant for CAPK Board Chair			
4 10/20/2021	10/22/2021	Shell Oil 57426831004			53.55
		Gasoline for CEO's Agency Vehicle			
				Transaction Count: 4	Total: 287.67

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name		Emilio Wagner		Company		Community Action Partnership O	
Account #		XXXX-XXXX-XXXX-7041		Currency		US Dollar	
Reporting Period		10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/9/2021	10/11/2021	Ring Multicam Yearly				100.00	
Monitoring service for Maintenance building camera system 6230-109/108-001-120-000-16-1-1 75/25							
2 10/16/2021	10/18/2021	Msft * E0600g42fd				253.38	
Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1 190.04/63.34							
3 10/19/2021	10/20/2021	Onestepgpscom				209.25	
Monthly subscription renewal order with OneStepGps.com 6667-524-000-147-000-000-3-1							
4 10/20/2021	10/21/2021	Mindbody				445.40	
Premier Basic monthly charge and subscription fee for October 2021 service.							
						Transaction Count: 4	
						Total: 1,008.03	

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 10/1/2021 - 10/29/2021

Statement Summary

Name	Tracy Webster			Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-6993			Currency	US Dollar	
Reporting Period	10/1/2021 - 10/29/2021					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
Transaction Count: 0						
Total: 0.00						

Employee Signature	Date	Authorized Approver Signature	Date
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COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022 (8 OF 12 MONTHS OR 66.67%)

Line Item	2021/22 Budget	3/1/21 - 2/28/22 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,272,351	562,685	44.2%	709,666
Head Start Subsidy	<u>623,738</u>	<u>812,772</u>	130.3%	<u>(189,034)</u>
Total Revenue	<u>1,896,089</u>	<u>1,375,457</u>	72.5%	<u>520,632</u>
Expenditures (Note B)				
Salaries	605,614	356,577	58.9%	249,037
Benefits	187,409	114,234	61.0%	73,175
Vehicle Gasoline, Repair/Maintenance	51,300	26,782	52.2%	24,518
Space Costs	94,700	74,822	79.0%	19,878
Supplies - Office & Food Service	86,000	74,780	87.0%	11,220
Equipment Repair/Maintenance & Lease	38,000	9,347	24.6%	28,653
Communication	13,000	8,708	67.0%	4,292
Risk Insurance	12,700	11,203	88.2%	1,497
Printing	1,000	450	45.0%	550
Hiring & Employee Costs	100	696	696.0%	(596)
First Aid	500	267	53.3%	233
Raw Food/Vended Meals	<u>586,803</u>	<u>558,372</u>	95.2%	<u>28,431</u>
Sub Total	1,677,126	1,236,238	73.7%	440,888
Adult Meals Prepared	51,251	79,604	155.3%	(28,353)
Indirect	<u>167,712</u>	<u>59,615</u>	35.5%	<u>108,097</u>
Total Expenditures	<u>1,896,089</u>	<u>1,375,457</u>	72.5%	<u>520,632</u>

	Prior Period	OCTOBER 2021	Cumulative
Total Meals Prepared and Vended (Note C)	388,618	63,362	451,980
Total Meals Claimed	<u>206,207</u>	<u>30,757</u>	<u>236,964</u>
Difference	182,411	32,605	215,016

Percentage Claimed to Prepared/Vended		48.5%	52.4%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (3 OF 12 MONTHS = 25%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	\$ 582,766	\$ 766,113	\$ 813,750										\$ 2,162,629		
Add: Family Fees	<u>11,644</u>	<u>11,500</u>	<u>11,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 34,644</u>		
Net Provider Payments	\$ 594,410	\$ 777,613	\$ 825,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,197,273	84.78%	
Maximum Reimbursable Amount (MRA) for Provider Payments													7,907,363		27.79%
Administration & Support Services Revenue															
Provider Payments	\$ 594,410	\$ 777,613	\$ 825,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,197,273		
Reimbursement Rate	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>	<u>x 21.2121%</u>		
Revenue Earned	<u>\$ 126,087</u>	<u>\$ 164,948</u>	<u>\$ 175,053</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 466,088</u>		
Program Administration/Support Services Costs	57,111	55,427	54,479										167,017	6.44%	
Indirect (10% x MTDC) Costs	55,440	83,633	88,297										227,370	8.77%	
Transfer Indirect to CSBG	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
Total Operating Costs	<u>\$ 112,552</u>	<u>\$ 139,059</u>	<u>\$ 142,776</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 394,387</u>	15.22%	
Revenue Earned Over/(Under) Costs	<u>\$ 13,535</u>	<u>\$ 25,889</u>	<u>\$ 32,277</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 71,701</u>		
TOTAL COSTS - NET OF FAMILY FEES	<u>\$ 706,962</u>	<u>\$ 916,672</u>	<u>\$ 968,027</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,591,661</u>	<u>100.00%</u>	

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

Provider payments	2,197,273
Reimbursement Rate (17.5% / 82.5%)	<u>x 21.2121%</u>
Revenue Earned	<u>466,088</u>

Note 2: The maximum reimbursable amount per the 2021/22 State contract is as follows:

Provider Payments	7,907,363	82.50%
Administration	1,437,702	15.00%
Support Services	<u>239,617</u>	<u>2.50%</u>
Maximum Reimbursable Amount (MRA)	<u>9,584,682</u>	<u>100.00%</u>

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2019/20 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (4 OF 12 MONTHS = 33.33%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	4,482	4,818	5,027	5,359									19,685	
Reimbursement Rate per Child per Day	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	
Revenue Earned	\$ 222,030	\$ 238,661	\$ 249,032	\$ 265,481	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975,205	27.59%
Maximum Reimbursable Amount (MRA)													\$3,535,022	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%										98.54%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,937	2,997	4,507	5,811									16,252	
Reimbursement Rate per Child per Day	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	<u>X 51.87</u>	
Revenue Earned	\$ 152,342	\$ 155,437	\$ 224,672	\$ 289,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 822,132	18.82%
Maximum Reimbursable Amount (MRA)													\$4,367,697	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%										98.68%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	93	84	84	79									340	
Reimbursement Rate per Child per Day	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	<u>X \$49.54</u>	
Revenue Earned	\$ 4,620	\$ 4,139	\$ 4,161	\$ 3,914	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,834	6.62%
Maximum Reimbursable Amount (MRA)													\$254,377	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%										99.10%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 State contracts.

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2021

ASSETS

Cash in Bank	6,762,684
Cash - Vacation Reserve	977,652
Petty Cash	-
Accounts Receivable	2,316,065
Travel Advance	-
Prepaid Expense	600,014
Inventory	1,212,729
Net Fixed Assets - Unrestricted	1,342,146
Net Fixed Assets - Restricted	<u>9,098,075</u>

Total Assets 22,309,366

LIABILITIES AND NET ASSETS

Accounts Payable	2,354,544
Accrued Expenses	841,483
Accrued Vacation	1,663,810
Line of Credit	-
Note Payable	1,473,224
Advance Payable	327,594
Deferred Revenue	<u>772,012</u>

Total Liabilities 7,432,667

Total Net Assets 14,876,699

Total Liabilities and Net Assets 22,309,366

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2020 TO FEBRUARY 28, 2021

REVENUE

Grant Revenue	73,647,171
Donations	41,912,199
Other Revenue	1,713,702
In-Kind	<u>350,624</u>

Total Revenue 117,623,696

EXPENDITURES

Salaries	32,643,960
Benefits	9,275,266
Travel	264,341
Space Costs	6,351,747
Supplies	3,024,270
Consultant/Contract Services	2,328,920
Other Costs	2,942,357
Program Costs	53,060,080
Capital Expenditures	(25,268)
Indirect	6,430,646
In-Kind	<u>350,624</u>

Total Expenditures 116,646,942

Net Change in Assets 976,754

Net Assets, beginning 13,899,945

Net Assets, ending 14,876,699

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF OCTOBER 31, 2021

ASSETS

Cash in Bank	9,143,437
Cash - Vacation Reserve	1,055,301
Petty Cash	-
Accounts Receivable	0
Travel Advance	-
Prepaid Expense	473,449
Inventory	1,222,921
Net Fixed Assets - Unrestricted	1,126,619
Net Fixed Assets - Restricted	<u>8,796,173</u>

Total Assets 21,817,900

LIABILITIES AND NET ASSETS

Accounts Payable	1,316,417
Accrued Expenses	124,619
Accrued Vacation	1,055,166
Line of Credit	-
Note Payable	1,192,645
Advance Payable	2,010,369
Deferred Revenue	<u>176,013</u>

Total Liabilities 5,875,230

Total Net Assets 15,942,670

Total Liabilities and Net Assets 21,817,900

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO OCTOBER 31, 2021

REVENUE

Grant Revenue	48,657,419
Donations	191,954
Other Revenue	5,306,973
In-Kind	<u>5,313,612</u>

Total Revenue 59,469,957

EXPENDITURES

Salaries	22,975,862
Benefits	6,452,156
Travel	275,772
Space Costs	5,431,432
Supplies	1,792,214
Consultant/Contract Services	1,923,042
Other Costs	2,288,067
Program Costs	7,380,385
Capital Expenditures	363,604
Indirect	4,207,840
In-Kind	<u>5,313,612</u>

Total Expenditures 58,403,986

Net Change in Assets 1,065,971

Net Assets, beginning 14,876,699

Net Assets, ending 15,942,670

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,932,538	22,270,004	16,662,534	57%
BENEFITS	11,352,568	5,964,090	5,388,478	53%
TRAVEL	723,003	272,465	450,538	38%
SPACE COST	8,679,577	4,448,460	4,231,117	51%
SUPPLIES	2,639,488	1,675,349	964,139	63%
EQUIPMENT	291,353	588,989	(297,636)	202%
CONSULTANT/CONTRACT SERVICES	4,224,507	1,338,845	2,885,662	32%
OTHER COSTS	2,571,193	1,751,377	819,816	68%
PROGRAM COSTS	11,336,024	6,934,193	4,401,831	61%
INDIRECT	7,471,110	4,203,288	3,267,822	56%
TOTAL	88,221,361	49,447,061	38,774,300	56%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	28,385,371	17,103,164	11,282,207	60%
BENEFITS	8,621,872	4,691,553	3,930,319	54%
TRAVEL	481,785	134,337	347,448	28%
SPACE COST	6,895,025	3,134,723	3,760,302	45%
SUPPLIES	1,650,819	1,138,922	511,897	69%
EQUIPMENT	249,000	66,190	182,810	27%
CONSULTANT/CONTRACT SERVICES	1,383,171	435,466	947,705	31%
OTHER COSTS	1,134,919	843,845	291,074	74%
PROGRAM COSTS	7,854,382	5,517,175	2,337,207	70%
INDIRECT	4,918,173	3,154,457	1,763,716	64%
TOTAL	61,574,517	36,219,831	25,354,686	59%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,972,150	2,125,025	1,847,125	53%
BENEFITS	1,132,141	562,513	569,628	50%
TRAVEL	98,318	75,932	22,386	77%
SPACE COST	698,065	547,457	150,608	78%
SUPPLIES	310,315	317,622	(7,307)	102%
EQUIPMENT	-	453,601	(453,601)	Not budgeted
CONSULTANT/CONTRACT SERVICES	594,403	234,505	359,898	39%
OTHER COSTS	392,841	309,183	83,658	79%
PROGRAM COSTS	1,451,836	1,086,014	365,822	75%
INDIRECT	728,776	436,266	292,510	60%
TOTAL	9,378,845	6,148,118	3,230,727	66%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,936,728	1,022,363	914,365	53%
BENEFITS	443,603	242,720	200,884	55%
TRAVEL	62,566	13,264	49,302	21%
SPACE COST	228,147	126,020	102,127	55%
SUPPLIES	95,424	40,118	55,306	42%
EQUIPMENT	8,603	-	8,603	0%
CONSULTANT/CONTRACT SERVICES	1,623,380	415,263	1,208,117	26%
OTHER COSTS	796,060	321,372	474,688	40%
PROGRAM COSTS	722,281	152,633	569,648	21%
INDIRECT	590,819	226,554	364,265	38%
TOTAL	6,507,611	2,560,305	3,947,306	39%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,352,398	1,297,484	2,054,914	39%
BENEFITS	801,121	281,353	519,768	35%
TRAVEL	33,264	31,685	1,579	95%
SPACE COST	687,660	465,628	222,032	68%
SUPPLIES	483,773	121,510	362,263	25%
EQUIPMENT	33,750	69,198	(35,448)	205%
CONSULTANT/CONTRACT SERVICES	275,443	135,003	140,441	49%
OTHER COSTS	153,543	234,863	(81,320)	153%
PROGRAM COSTS	1,276,858	128,247	1,148,611	10%
INDIRECT	690,452	255,526	434,926	37%
TOTAL	7,788,262	3,020,497	4,767,765	39%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,193,191	673,257	519,934	56%
BENEFITS	334,364	177,890	156,474	53%
TRAVEL	28,920	17,248	11,672	60%
SPACE COST	168,480	174,635	(6,155)	104%
SUPPLIES	80,157	55,776	24,381	70%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	285,610	41,687	243,923	15%
OTHER COSTS	49,420	32,202	17,218	65%
PROGRAM COSTS	30,667	50,125	(19,458)	163%
INDIRECT	517,047	116,318	400,729	22%
TOTAL	2,687,856	1,339,139	1,348,717	50%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 10-31-21 (66.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	92,700	48,711	43,989	53%
BENEFITS	19,467	8,062	11,405	41%
TRAVEL	18,150	-	18,150	0%
SPACE COST	2,200	(3)	2,203	0%
SUPPLIES	19,000	1,401	17,599	7%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	62,500	76,921	(14,421)	123%
OTHER COSTS	44,410	9,912	34,498	22%
PROGRAM COSTS	-	-	-	0%
INDIRECT	25,843	14,167	11,676	55%
TOTAL	284,270	159,172	125,098	56%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2021/22
BUDGET TO ACTUAL - 03/01/21 TO 10/31/21 (8 OF 12 MONTHS = 66.7%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,471,110	\$ 4,203,288	56.3%	\$ 3,267,822
Expenditures				
Salaries	3,983,144	2,476,370	62.2%	1,506,774
Benefits @ 23.6% actual	<u>931,312</u>	<u>552,428</u>	<u>59.3%</u>	<u>378,884</u>
Total Personnel Costs	4,914,456	3,028,798	61.6%	1,885,658
Operating Costs				
Travel	62,350	29,595	47.5%	32,755
Space Costs	206,370	203,520	98.6%	2,850
Supplies	150,200	89,330	59.5%	60,870
Equipment	196,000	216,730	110.6%	(20,730)
Consultant/Contract	956,000	488,448	51.1%	467,552
Other Operating Costs	<u>352,750</u>	<u>379,866</u>	<u>107.7%</u>	<u>(27,116)</u>
Total Operating Costs	1,923,670	1,407,489	73.2%	516,181
Total Expenditures	<u>\$ 6,838,126</u>	<u>\$ 4,436,287</u>	<u>64.9%</u>	<u>\$ 2,401,839</u>
Excess (Deficit) Indirect Revenue	<u>\$ 632,984</u>	<u>\$ (232,999)</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,262,307	\$ 703,159	55.7%	\$ 559,148
Operations	2,324,790	1,562,310	67.2%	762,480
Executive	1,133,815	824,512	72.7%	309,303
Program Administration	330,664	158,673	48.0%	171,991
Finance	<u>1,786,550</u>	<u>1,187,634</u>	<u>66.5%</u>	<u>598,916</u>
	<u>\$ 6,838,126</u>	<u>\$ 4,436,287</u>	<u>64.9%</u>	<u>\$ 2,401,839</u>

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