DATE	January 26, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 716 945 355#

Board of Directors Meeting 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

I. Call to Order

a. Roll Call

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

b. Board Seat Reappointments – ***Action Item***

i. Accepting the reappointment of Nila Hogan as the Head Start Policy Council Representative.

ii. Accepting the reappointment of Supervisor Mike Maggard as the Kern County Board of Supervisors Representative

c. Election of Board Officers – ***Action Item***

i. Call for Nominations
- Chair
- Vice Chair
- Secretary
- Treasurer

ii. Voting by Roll Call for the Board Officer Positions

iii. Reading of the Election Results

II. Resolution approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361 – Jeremy Tobias, Chief Executive Officer – Action Item

a. Resolution #2022-01 ***(p. 5-6)***

III. Introduction of Guests / Public Forum

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

IV. Consent Agenda

The Consent Agenda consists of items that are considered routine and non-controversial. These items are approved in one motion unless a member of the Board or the Public requests removal of a particular item. If comment or discussion is requested, the item will be removed from the Consent Agenda and will be considered in the order listed – ***Action Item***

a. **Minutes from the November 17, 2021 Board of Directors Meeting *(p. 7-12)***
b. ***Minutes from the December 15, 2021 Executive Committee Meeting (p. 13-17)***
c. Consent Agenda Items 5a – 5h ***(p. 18-91)***
d. Resolution to Approve the Submission of the 2022 Low Income Home Energy Assistance Program (LIHEAP) Contract 22B-4012 ***(p. 92-96)***
e. Approval of the Contract for Services Agreement with United Way and Madera County for 2-1-1 Call Center Services ***(p. 97-112)***
f. California Department of Social Services (CDSS) Food Bank Capacity Program SFT 2021-22 Resolution ***(p. 113-114)***
g. Approval to Submit the U.S. Department of Energy - Communities LEAP Local Energy Action Program (LEAP) Pilot Application Under the Clean Transportation Planning and Investment ***(p. 115)***
h. Notice to Proceed Food Bank Construction and Financial Update ***(p. 116-118)***
i. Notice of Federal Interest – 4032 Jewett Ave. ***(p. 119-122)***
j. November 2021 Financial Statements ***(p. 123-179)***
k. ***Minutes from the January 5, 2022 Personnel & Affirmative Action Committee Meeting (p. 180-183)***
l. Revised Payroll and Compensation Policy ***(p. 184-188)***
m. Changes / Reclassifying Finance Job Descriptions ***(p. 189-210)***
n. New Job Title and Job Description (Outreach Specialist Housing Services) ***(p.211-214)***
o. New Job Title and Job Description (Outreach Specialist) and Updated Job Descriptions and New Grade (Homeless Services) ***(p. 215-227)***
p. ***Minutes from the January 12, 2022 Program Review & Evaluation Committee Meeting (p. 228-231)***
q. November & December 2021 Program Reports ***(p. 232-289)***
r. Application Status Report ***(p. 290-294)***
s. December 2021 Head Start / State Child Development Enrollment Update & Meals Report ***(p. 295-296)***
t. Oasis FRC and Kern Early Stars ***(p. 297-305)***
u. Follow-up Items from the October 13, 2021 Meeting ***(p. 306)***
v. ***Minutes from the January 19, 2022 Budget & Finance Committee Meeting (p. 307-310)***
w. Head Start / Early Head Start Budget to Actual Reports ***(p. 311-327)***
x. Grant Writing Consulting Services Contracts ***(p. 328-373)***
y. CalEITC 7-Month Contract Award ***(p. 374-440)***
z. Renewal of the Memorandum of Understanding (MOU) for the CalFresh Outreach Program ***(p. 441-469)***
aa. Proposed Budget Submission for United Way Merced ***(p. 470-471)***
bb. Annual Budget for Fiscal Year 2022/2023 ***(p. 472-485)***
cc. December 2021 Financial Statements ***(p. 486-535)***

dd. ***Minutes from the January 20, 2022 Audit & Pension Committee Meeting (p. 536-539)***
ee. Pension Plan Update: 2021 Q3 and Year-End Review ***(p. 540-549)***
ff. Department of Community Services and Development, Community Services Division (CSD) Desk Review of CARES Contract #20F-3654 ***(p. 550-553)***
gg. WIC Program Single Audit Report Review for Fiscal Year 2020 ***(p. 554-555)***
hh. Department of Health & Human Services Audit Report Number A-09-22-53268 ***(p. 556-558)***

V. New Business

a. Community Development Financial Institution (CDFI) Final Assessment – ***Action Item (p. 559-641)***	Pritika Ram, Director of Administration Caitlin Solander, FUND Consulting, LLC
b. Daniells Phillips Vaughn & Bock Presentation of the Independent Audit Reports for the Year Ended February 28, 2021 and the Special Purpose Financial Statements for the Year Ended June 30, 2021 – ***Action Item (p. 642-912)***	Tracy Webster, Chief Financial Officer Shannon Webster, DPVB Nancy Belton, DPVB
c. Request to Extend Period of Availability for EHS Grants – ***Action Item (p. 913-915)***	Jerry Meade, HS Assistant Director - Program
d. Request to Approve Submission of the Fiscal Year 2022-2023 Continued Funding Application for California Department of Social Services (CDSS) Programs (CMAP, CMIG, CMSS, CCTR) – ***Action Item (p. 916-931)***	Vanessa Cortez, Senior Community Development Specialist
e. Kern Community College District (KCCD) Employment Training Panel Agreement – ***Action Item (p. 932-939)***	Pritika Ram, Director of Administration

VI. CAPK Foundation Report

a. CAPK Foundation Report for January 2022 – ***Info Item (Verbal Report)***	Pritika Ram, Director of Administration

VII. Advisory Board Reports

a. Head Start Policy Council Report – ***Action Item (p. 940-948)*** 1. January 2022 Policy Council Report 2. November 23, 2021 Policy Council Minutes 3. December 21, 2021 Policy Council Minutes	Nila Hogan, PC Representative

VIII. Chief Executive Officer Report

a. CEO Report for January 2021 – ***Info Item*** 1. COVID-19 Update	Jeremy Tobias, Chief Executive Officer

IX. Board Member Comments

X. Closed Session

a. Conference with Real Property Negotiators pursuant to Section 54956.8:

Property Address:	1300 18th Street, Bakersfield, CA 93301
Agency Negotiators:	Jeremy Tobias, Tracy Webster, Traco Matthews, Emilio Wagner, Jeff Andrew, and Chris Hamilton, KDG.
Negotiating Parties:	Lee Development Group c/o Bynum & Associates
Under Negotiation:	Concerning price and terms

b. Conference with Real Property Negotiators pursuant to Section 54956.8:

Property Address:	15773 K Street, Mojave, CA 93501
Agency Negotiators:	Jeremy Tobias and Emilio Wagner
Negotiating Parties:	Mission Bank
Under Negotiation:	Concerning price and terms

c. Employee Evaluation – Chief Executive Officer (Government Code Section 54957).

d. Reconvene into Open Session

XI. Closed Session Report

XII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, February 23, 2022
5005 Business Park North
Bakersfield, CA 93309

XIII. 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, January 21, 2022. Paula Daoutis, Administrative Coordinator.

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF COMMUNITY ACTION PARTNERSHIP OF KERN AUTHORIZING USE OF TELECONFERENCING FOR PUBLIC MEETINGS UNDER AB 361

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on January 26, 2022, in Bakersfield, California and resolved as follows:

WHEREAS, the Governor of the State of California (Governor) proclaimed a State of Emergency to exist as a result of the threat of COVID-19. (Governor's Proclamation of a State of Emergency (Mar. 4, 2020); and

WHEREAS, the Governor's Executive Order No. N-25-20 (Mar. 12, 2020); Governor's Executive Order No. N-29-20 (Mar. 17, 2020); and Governor's Executive Order No. N-08-21 (Jun. 11, 2021) provided that local legislative bodies may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body and waived the Brown Act provisions found in Government Code section 54953(b)(3) which require the physical presence of the members, the clerk, or other personnel of the body, or the public, as a condition of participation in, or quorum for, a public meeting, including the requirement that:

1. State and local bodies notice each teleconference location from which a member will be participating in a public meeting.
2. Each teleconference location be accessible to the public.
3. Members of the public may address the body at each teleconference location.
4. State and local bodies post agendas at all teleconference locations.
5. During teleconference meetings at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

WHEREAS, the provisions of Governor's Executive Order No. N-25-20 (Mar. 12, 2020); Governor's Executive Order No. N-29-20 (Mar. 17, 2020); and Governor's Executive Order No. N-08-21 (Jun. 11, 2021) expired on September 30, 2021 and will no longer remain in effect thereafter; and

WHEREAS, the Center for Disease Control is currently contending with the Delta Variant of the COVID-19 virus and anticipates the development of potential other strains which may further impede public agency operations and prolong the need for social distancing requirements; and

WHEREAS, recent legislation (AB 361) authorizes a local legislative body to use teleconferencing for a public meeting without complying with the Brown Act's teleconferencing quorum, meeting notice, and agenda requirements set forth in Government Code section 54953(b)(3), in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

2. The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to 2 above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Community Action Partnership of Kern as follows:

1. **Determination of Imminent Health or Safety Risks.** The Board of Directors hereby determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

2. **Continued Implementation of AB 361.** If the state of emergency remains in effect and meeting in person would present imminent risks to the health or safety of attendees, the Board of Directors shall, to continue meeting subject to the provisions set forth in AB 361 and the Brown Act, no later than 30 days after it adopts this Resolution and every 30 days thereafter, make the following findings by majority vote:

1. The Board of Directors has reconsidered the circumstances of the state of emergency; *and*

2. Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials impose or recommend measures to promote social distancing.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 26th day of January 2022.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

DATE	November 17, 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: 592 338 477#

Board of Directors Meeting Minutes

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

I. Call to Order

Chairman Curtis Floyd called the meeting to order at 12:01 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Roll Call was taken with a quorum present:

Present: Curtis Floyd (Chair), Jimmie Childress, Joe Garcia, Craig Henderson (Joined at 12:14 pm), Nila Hogan, Michelle Jara-Rangel, Maritza Jimenez, Mike Maggard, Jonathan Mullings, Yolanda Ochoa, Fred Plane, and Ana Vigil

Absent: Janea Benton, Marian Panos, Guadalupe Perez

Others present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Traco Matthews, Chief Program Officer; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff.

II. Resolution Approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361 – Jeremy Tobias, Chief Executive Officer – Action Item

Motion was made and seconded to approve Resolution #2021-26. Carried by unanimous vote (Hogan/Plane).

III. Public Comments

No one addressed the Board.

IV. Special Presentation

There was no presentation.

V. Consent Agenda

Board Chair Curtis Floyd asked members of the Board and the Public if they would like to remove any items from the Consent Agenda for further discussion. No items were removed.

Michelle Jara-Rangel asked why the items on the Consent Agenda are listed when there was no quorum for a Committee meeting. Jeremy Tobias responded and said that the Consent Agenda items are considered routine

and non-controversial. In the case of the November PRE Committee Agenda Items, there was no quorum to proceed with the meeting, and therefore, all items were placed on the Board Consent Agenda. The members of the Board or Public may request one or more items be removed from the Consent Agenda for discussion and action from the full Board so there is always an opportunity to have an open discussion about any item placed on the Consent Agenda.

Motion was made and seconded to approve all items on the Consent Agenda as amended. Carried by unanimous vote (Plane/Ochoa).

VI. New Business

a. Approval of the 2022 Community Services Block Grant (CSBG) Contract #22F-5015 from the Department of Community Services and Development – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram presented the above action item for approval and stated that CAPK receives an annual allocation from CSBG. The allocation in the amount of $1.53 million for 2022 begins in January and will be effective through May 31, 2023. The amount is slightly lower than 2021 but staff has identified where the majority of the funding will be allocated and will serve low-income programs with funding gaps, as well as administration.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Jimenez/Hogan).

b. Funding Profile: Department of Social Services, Food Bank Capacity Program SFY 2021-2022, Food Bank Capital Expansion Application – Pritika Ram, Director of Administration - ***Action Item***

Pritika Ram presented the above action item for approval and reported that the funding profile came about as a result of the California Food Bank Association and the California Department of Social Services (CDSS) reaching out to Food Banks across the state to determine their needs. CAPK is requesting $4,859,606 for the purpose of building capacity at the Food Bank to meet the needs of the emergency food delivery system, and other enhancements.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Ochoa/Mullings).

c. Food Bank Capital Expansion Funding & Construction Update – Pritika Ram, Director of Administration – ***Info Item***

Pritika Ram presented the above info item and highlighted the efforts and status of the committed funding and Capital Campaign. Jeremy Tobias added that staff has done a fantastic job with the timing of the incoming funds and construction. The groundbreaking will take place on December 16th and invitations will be issued soon.

Emilio Wagner provided an update on the construction and said that the plans are with the Building Department. A clarification will be reviewed with all sub-contractors for a guaranteed price. Currently, the land is being cleared for the area in preparation for the groundbreaking.

Craig Henderson asked if there will be enough funding available to complete the expansion project. Jeremy Tobias reviewed the pending funds and provided additional information. The expectations are to have over $6 million with final approval shortly, to add to the $2.5 million already committed. That is enough to complete the base project. Staff is working with a potential large donor that may fill the gap, along with other fundraising efforts by the Foundation Board. Those will cover the bid alternates and any additional costs.

d. Head Start Program Review & Evaluation Enrollment Report – Robert Espinosa, Program Design & Management Administrator – ***Action Item***

Yolanda Gonzales introduced Robert Espinosa, who will review the November Enrollment Report. Yolanda also shared that staff is meeting monthly with their representative from Region IX. Staff is engaging in an aggressive recruitment campaign, including media spots, to increase enrollment of students into the Head Start programs. There is a sense of urgency and recruitment plans are updated monthly. Parents are being made aware that safety precautions are in place, and staff is trying to ease the concerns of parents. Yolanda emphasized that staff is committed to this, and is 100% engaged in recruitment efforts.

Jeremy Tobias added that this item is usually heard by the PRE Committee, and reminded the Board that there was robust discussion at the last meeting. Given the urgency and concern, Jeremy suggested sharing this report to the full Board.

Michelle Jara-Rangel said that some of the centers are not open late to allow for parents to pick up their children after they get off work and it appears to be impacting enrollment when the centers close before 6:00 pm. Yolanda Gonzales said that parents are surveyed regarding their timing needs.

Robert Espinosa presented the above action item and provided a breakdown of the enrollment percentages for each of the Head Start / Early Head Start programs. There is a strong social media engagement to encourage enrollment, which has proven to be successful in communicating with the parents about the programs.

Michelle Jara-Rangel asked about the wait list for the Esquelita Hernandez partnership, which is scheduled to open on December 13, and also asked when services will start to accommodate the 11 available slots. Robert Espinosa said that staff is working with the Partnerships to ensure that the allocated slots for infants are filled. If any applicants have dropped off due to the extended wait time, staff will continue their efforts to fill the slots.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Mullings/Hogan).

e. Partnership with Habitat for Humanity for the CalHome Grant Application – Vanessa Cortez, Sr. Community Development Specialist – ***Info Item***

Vanessa Cortez presented the above action item for approval and reported that CAP is interested in partnering with Habitat for Humanity to support their endeavor in pursuing a competitive funding application. As a partner, CAPK would provide letters of support, or as a sub-contractor, add a full-time staff position to collect data and refer them accordingly. Staff is looking to finalize details soon for the 22-month program. This opportunity aligns with the Strategic Plan, Goal 3.

f. California Department of Education Continued Funding Application – Sylvia Ortega, Quality Assurance Administrator – ***Action Item***

Sylvia Ortega presented the above action item for approval and reported that the Head Start Division is requesting approval to submit an application for continued funding for the California Department of Education's California State Preschool Program (CSPP) grant for the funding period of July 2022 – June 2023.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Ochoa).

g. 2022 Board & Standing Committee Calendar – Jeremy Tobias, Chief Executive Officer – ***Action Item***

Jeremy provided a copy of the proposed Board & Committee meeting calendar and requested approval.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Maggard/Hogan).

h. Update on New Clean Energy Sector Partnership Between CAPK and the Kern Community College District – Jeremy Tobias, Chief Executive Officer and Traco Matthews, Chief Program Officer – ***Info Item***

Jeremy Tobias reported that this potential partnership has come about as part of the B3K Coalition, which is designed to create job opportunities and broaden the economic foundation in Kern County. CAPK has partnered with Kern Community College District on the EDA Build Back Better aerospace application. CAPK has since been approached by the Kern Community College District to partner with them on a similar application under the energy sector. The cooperative partnership is gaining momentum and community partners are seeking entities such as CAPK because we form a logical path and our ability to operate government contracts. This ties with our strategic planning by trying to build additional pathways and job opportunities for our clients.

Traco Matthews added that these partnership opportunities could potentially develop into some tremendous workforce development opportunities and potential high paying jobs for the clients CAPK serves.

VII. CAPK Foundation Report

a. CAPK Foundation Report for June 2021 – Pritika Ram, Director of Administration – ***Action Item***

1. November 2021 CAPK Foundation Report
2. Minutes from the September 24, 2021 Meeting

Pritika Ram provided the CAPK Foundation Report and reported that the Board met for the first time in-person on October 29, 2021. The CAPK Strategic Plan was presented to highlight that the Foundation Board is recognized in Goal 6, bringing additional funding to diversify the funding sources under the umbrella of the agency and supplement the agency's unrestricted fund balance.

Motion was made and seconded to approve the November 2021 CAPK Foundation Board report and all items. Carried by unanimous vote (Henderson/Ochoa).

VIII. Advisory Board Reports

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

1. November 2021 Policy Council Report
2. October 26, 2021 Policy Council Minutes

Nila Hogan provided a summary report of the above Policy Council and recommended Board approval of the above action item.

Motion was made and seconded to approve the August 2021 Policy Council report and all items. Carried by unanimous vote (Childress/Jimenez).

IX. Chief Executive Officer Report

a. CEO Report for November 2021 – Jeremy Tobias, Chief Executive Officer – ***Info Item***

1. COVID-19 Update

Jeremy Tobias provided the COVID-19 update to the Board and advised the Board that the HR staff is busy working through the new Vaccine Policy and provided the current stats to the board in regard to the number of employees fully vaccinated, number of exemption requests, and the number of non-responsive employees.

Jeremy also said that staff will conduct a survey of the Board to determine interest in returning to in-person meetings in January 2022. Mike Maggard added that the County is expecting a large surge of COVID cases at the beginning of the year and cautioned the members to be mindful of the projections when responding to the survey.

2. Board Officer Elections

Jeremy reported that officer elections are coming up in January, and noted that Chair Curtis Floyd will have completed his 3rd 1-year term as Board Chair and be in-eligible for re-election. Jeremy asked the Board Members to consider nominations for the January 2022 meeting.

3. Committee Preferences for 2022

Jeremy said that once the new Chair is appointed, the Chair will make the committee assignments and asked the Board to consider which committees would like to serve on.

X. Board Member Comments

- Craig Henderson said Happy Thanksgiving
- Michelle Jara-Rangel said the Habitat for Humanity option is good for CAPK.
- Yolanda Ochoa said happy holidays to all.
- Ana Vigil advised the Board Members that the Navigation Center is hosting a Thanksgiving lunch on Thanksgiving and asked if other Board Members could join to help serve the clients.

XI. Closed Session

Jeremy Tobias recommended canceling the Closed Session because there is no tangible update at this time. Updates will be provided at a future meeting.

XII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, January 26, 2022
5005 Business Park North
Bakersfield, CA 93309

XIII. Adjournment

The meeting was adjourned at 1:28 pm.

DATE	December 15, 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: 982 609 747#

Executive Committee Minutes

1. **Call to Order**

   Committee Chair Curtis Floyd called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll Call was taken with a quorum present.

   Present: Curtis Floyd (Chair), Janea Benton, Nila Hogan, Jonathan Mullings, Guadalupe Perez, Fred Plane

   Absent: None

   Others present: Jeremy Tobias, Chief Executive Officer; Traco Matthews, Chief Program Officer; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; and Jeffrey Andrews from Cushman & Wakefield, Jay Rosenlieb and Chris Hamilton from Klein DeNatale Goldner

   Jeremy Tobias requested approval to amend the agenda to add an item under Closed Session. The item number is 9d: Employee Evaluation – Chief Executive Officer (Government Code Section 54957).

   Motion was made and seconded to amend the agenda to include item 9d. Carried by unanimous vote (Hogan/Benson).

3. **Resolution approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361 – Jeremy Tobias, Chief Executive Officer – Action Item**

   Jeremy Tobias presented the above action item for approval.

   Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benson/Perez).

4. **Public Comments**

   No one addressed the Committee.

5. **Consent Agenda**

   Motion was made and seconded to approve all consent items. Carried by unanimous vote (Plane/Benson).

6. New Business

a. Resolution to Approve the Submission of the 2022 Low Income Home Energy Assistance Program (LIHEAP) Contract #22B-4012 – Freddy Hernandez, Director of Youth & Community Development – ***Action Item***

Freddy Hernandez presented the above action item for approval and stated the LIHEAP contract amount is $7,129,494.00 with the term dates of November 1, 2021 to June 30, 2023, and noted that the contract was not received until early December.

Motion was made and seconded to approve LIHEAP Contract #22B-4012 with Resolution. Carried by unanimous vote (Hogan/Mullings).

b. Approval of the Contract for Services Agreement with United Way and Madera County for 2-1-1 Call Center Services – Jennifer Jordan, 2-1-1 Program Administrator – ***Action Item***

Jennifer Jordan reported that the CAPK 2-1-1 program was awarded the contract with the United Way Fresno and Madera Counties (UWFM) for 2-1-1 call handling services and special projects administered by the 2-1-1 Kern Call Center. The contract amount is $92,130.36 and the scope of services include 24/7 Information and Referral (I&R) services to Fresno and Madera County residents, including information and call handling services and bi-directional texting. This will also include special projects, such as appointment scheduling for the Volunteer Income Tax Assistance (VITA) and Relief for Energy Assistance through Community Help (REACH).

Jeremy Tobias added that this is a testament to the great work the 211 staff is doing. Several counties have contracted with CAPK for this service.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benson/Perez).

c. CA Department of Social Services (CDSS) Food Bank Capacity Program SFT 2021-22 Resolution – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram presented the above action item for approval and reported that the previously approved application for the California Department of Social Services (CDSS) Food Bank Capacity Program SFY 2021-2022 now requires a Board Resolution. Pritika provided a recap that included how funds, if received, will support capacity and infrastructure needs of Food Banks in California and specifically our CAPK Food Bank expansion.

Motion was made and seconded to approve staff's recommendation with Resolution. Carried by unanimous vote (Plane/Mullings).

d. City of Bakersfield Action Plan (FY 2022-23) of the Consolidated Plan 2025 (ConPlan) – U.S. Department of Housing and Urban Development (HUD) Resolution Approval – Pritika Ram, Director of Administration – Action Item

Pritika Ram advised the Committee that the above action item is being removed from the agenda, with no action required.

e. Approval to Submit the US Department of Energy – Communities Local Energy Action Program (LEAP) Pilot Application Under the Clean Transportation Planning and Investment – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram presented the above action item for approval and provided a summary of the proposed program, in collaboration with Kern Community College District (KCCD), which aims to facilitate sustained community-wide economic empowerment through clean energy, improve local environmental conditions, and open the way for other benefits primarily through DOE's clean energy deployment work

Janea Benton asked Pritika to provide additional details about what CAPK's role will be if awarded this contract. Pritika said the grant is a technical assistance grant and there are no funds tied to it. If awarded, CAPK, as the lead applicant, would partner with the Kern Community College District to develop a clean energy program, specifically around transportation. The 12-18 month relationship is a pathway to looking into the local transportation system and transportation needs in Kern County and coming up with plans that will address carbon emissions to improve air quality, access to transportation, and potentially workforce development, which is what sparked CAPK's attention.

Jeremy Tobias added that the workforce development component is something that CAPK wants to be involved in so low-income individuals can gain access to job training and potential job placement. This opportunity represents a pathway for low-income residents to emerge from poverty.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benton/Hogan).

f. Notice to Proceed Food Bank Construction and Financial Update – Emilio Wagner, Director of Operations and Pritika Ram, Director of Administration – ***Action Item***

Emilio Wagner presented the above action item for approval and provided a summary of the bidding process for the Food Bank Expansion Project and requested approval to allow the Chief Executive Officer to execute the Notice to Proceed and execute all necessary contracts for construction.

Pritika Ram also displayed a funding tracker to show CAPK's progress on securing funds for the expansion project.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Benton).

g. Notice of Federal Interest – 4032 Jewett Ave. – Jeremy Tobias, Chief Executive Officer & Emilio Wagner, Director of Operations – ***Action Item***

Jeremy Tobias announced that on December 1, 2021, CAPK closed escrow on the purchase of the Jewett Avenue property, using 100% federal funds, which requires a Notice of Federal Interest (NOFI) be recorded in the jurisdiction where the property is located.

Motion was made and seconded to approve the NOFI and authorize the Chief Executive Officer to execute the NOFI. Carried by unanimous vote (Hogan/Mullings).

h. November 2021 Financial Statements – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster reported that it was not necessary to use the line of credit in November as the unrestricted cash balance was sufficient to cover programs, such as Energy, which currently has a negative balance due to late payments from CSD.

Central Kitchen expenditures are at 82.1% and the USDA revenue is at 51.02%. Central Kitchen was unable to sustain the same level of meals to the Head Start program due to COVID-19 and it is expected there will be a significant decline in USDA revenue. Reimbursement for the loss of revenue is expected to be picked up by Head Start funds.

The agency expenditures are at 64% for the year and the Indirect Fund budget to actual report for November shows the revenue deficit expenditures by $172,095, which is -27.2% of the budgeted indirect surplus. The overall expenditures are 70.4% of the budget and matches the target of 75.0% at month 9 of the 12-month period.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Benton).

7. <u>Chief Executive Officer's Report</u>

a. Update on COVID-19 Vaccination Mandate – ***Info Item***

Jeremy Tobias reported that to date, there are about 750 employees vaccinated. There are 56 that have filed for exemptions that are being processed. 88 employees are non-responsive thus far. Of the non-responsive, many are actually in the process of getting vaccinated or filing exemptions, leaving about 40 people that are truly non-responsive. In general, these are positive numbers. HR continues outreach and working with employees to meet the mandate deadlines. Jeremy also reported that the State of California issued a new mask mandate for the next month, effective today. This does not have an impact on CAPK as we are currently enforcing a mask mandate for all employees, volunteers, and visitors.

Jeremy also reviewed the results from the recent poll to determine the Board's interest in returning to in-person meetings. Nearly 100% wanted to wait to return to in-person meetings at a later date and Jeremy said staff will re-assess in the second quarter of 2022.

Jeremy advised the Board that officer elections will take place in January and asked the Board to consider nominations for the officer positions, and to identify which committees they would be interested in serving on.

Lastly, Jeremy reminded the Board that they are invited to attend the Food Bank groundbreaking event tomorrow and wished all a Happy Holiday season.

8. <u>Committee Member Comments</u>

- Janea Benton thanked staff for their excellent work in 2021 and wished all happy holidays

9. Closed Session

Motion was made and seconded to convene into closed session at 12:50 pm. Carried by unanimous vote (Plane/Mullings).

a. Conference with Real Property Negotiators pursuant to Section 54956.8

Property Address:	1300 18th Street, Bakersfield, CA 93301
Agency Negotiator:	Jeremy Tobias, Tracy Webster, Emilio Wagner, and Jeff Andrew
Negotiating Parties:	Lee Development Group c/o Bynum & Associates
Under Negotiation:	Concerning price and terms

b. Conference with Legal Counsel – Existing Litigation (Paragraph (1) of Subdivision (d) of section 549956.9) Blackwell v CAPK Kern County Superior Court, Case Number BCV-20-103035

c. Conference with Legal Counsel – Existing Litigation (Paragraph (1) of Subdivision (d) of section 549956.9) James v CAPK, PAGA Claim filed in State of California on September 22, 2021 (Superior Case yet to be filed)

d. Employee Evaluation – Chief Executive Officer (Government Code Section 54957).

Motion was made and seconded to reconvene into Open Session at 1:28 pm. Carried by unanimous vote (Plane/ Mullings).

10. Closed Session Report

Jeremy Tobias issued the closed session report and said that there was no reportable action taken for any of the items noted above.

11. Next Scheduled Meeting

Executive Committee
12:00 pm
Wednesday, July 20, 2022
5005 Business Park North
Bakersfield, CA 93309

12. Adjournment

The meeting was adjourned at 1:30 pm.

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MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: December 15, 2021

Subject: *Head Start - Kern*
Budget to Actual Report for the period ended November 30, 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 November 30, 2021. Nine months (75.0%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 68% 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 81% of the budget.

Carryover Funds

Overall expenditures are at 58% 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 74% 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 - November 30, 2021
Month 9 of 12 (75.0%)

Prepared 12/10/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,000,522	6,290,444	3,710,078	63%	37%
FRINGE BENEFITS	2,787,432	1,899,249	888,183	68%	32%
TRAVEL	0	232	(232)		
EQUIPMENT	0	0	0		
SUPPLIES	733,439	344,322	389,117	47%	53%
CONTRACTUAL	148,506	97,419	51,087	66%	34%
CONSTRUCTION	0	0	0		
OTHER	2,748,825	2,525,467	223,358	92%	8%
INDIRECT	1,583,809	1,079,027	504,782	68%	32%
TOTAL BASE FUNDING	**18,002,533**	**12,236,160**	**5,766,373**	**68%**	**32%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	41,904	16,568	25,336	40%	60%
SUPPLIES	23,986	26,039	(2,053)	109%	-9%
CONTRACTUAL	22,800	26,944	(4,144)	118%	-18%
OTHER	72,752	61,028	11,724	84%	16%
INDIRECT	16,144	12,669	3,475	78%	22%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**177,586**	**143,248**	**34,338**	**81%**	**19%**
CARRYOVER					
SUPPLIES	2,294		2,294	0%	100%
CONTRACTUAL	15,000		15,000	0%	100%
CONSTRUCTION	2,276,903	1,479,965	796,938	65%	35%
OTHER	20,000	0			
INDIRECT	231,443	0	231,443		
TOTAL CARRYOVER	**2,545,640**	**1,479,965**	**1,045,675**	**58%**	**42%**
COVID CARES					
PERSONNEL		80,843	(80,843)		
FRINGE BENEFITS		52,540	(52,540)		
SUPPLIES	295,335	141,826	153,508		
OTHER	155,558	60,699	94,859		
INDIRECT	46,675	33,346	13,328		
TOTAL COVID CARES	**497,567**	**369,255**	**128,312**	**74%**	**26%**
GRAND TOTAL HS FEDERAL FUNDS	**21,223,326**	**14,228,628**	**6,974,698**	**67%**	**33%**

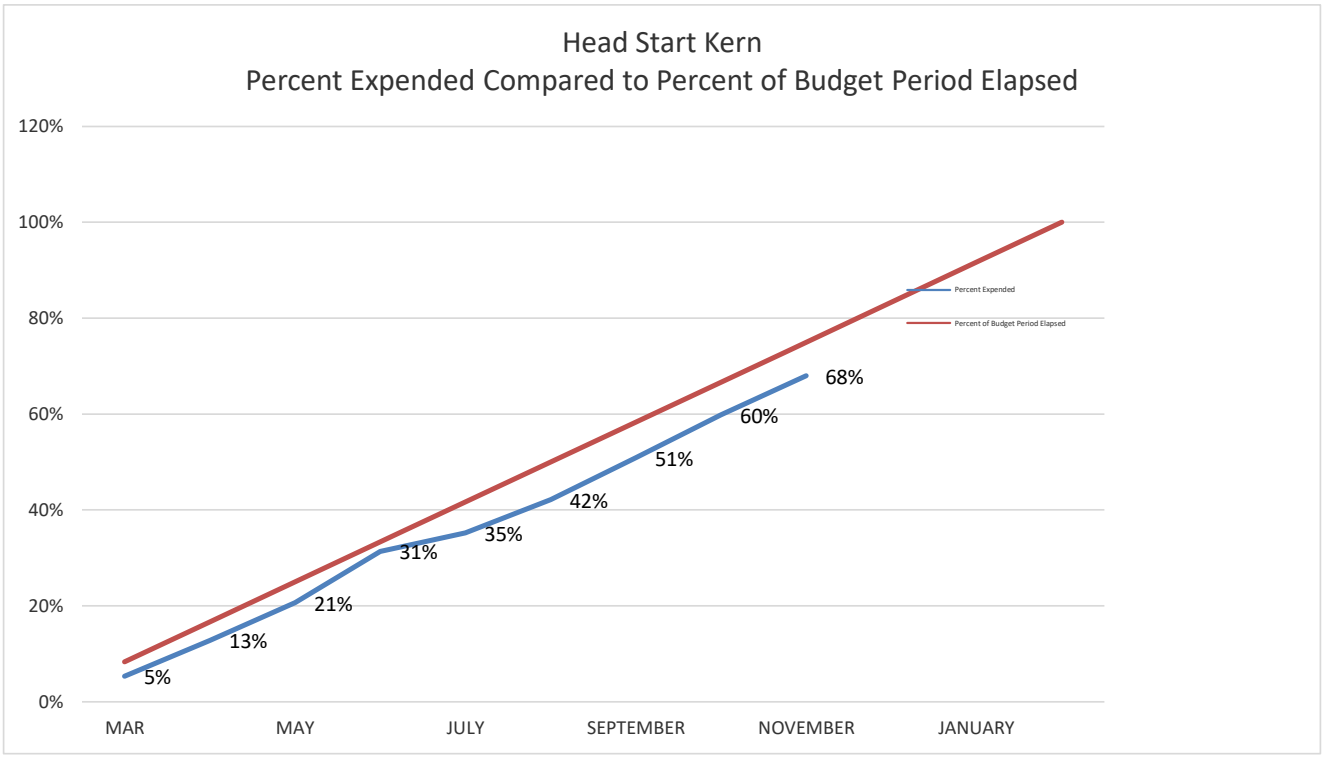
HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

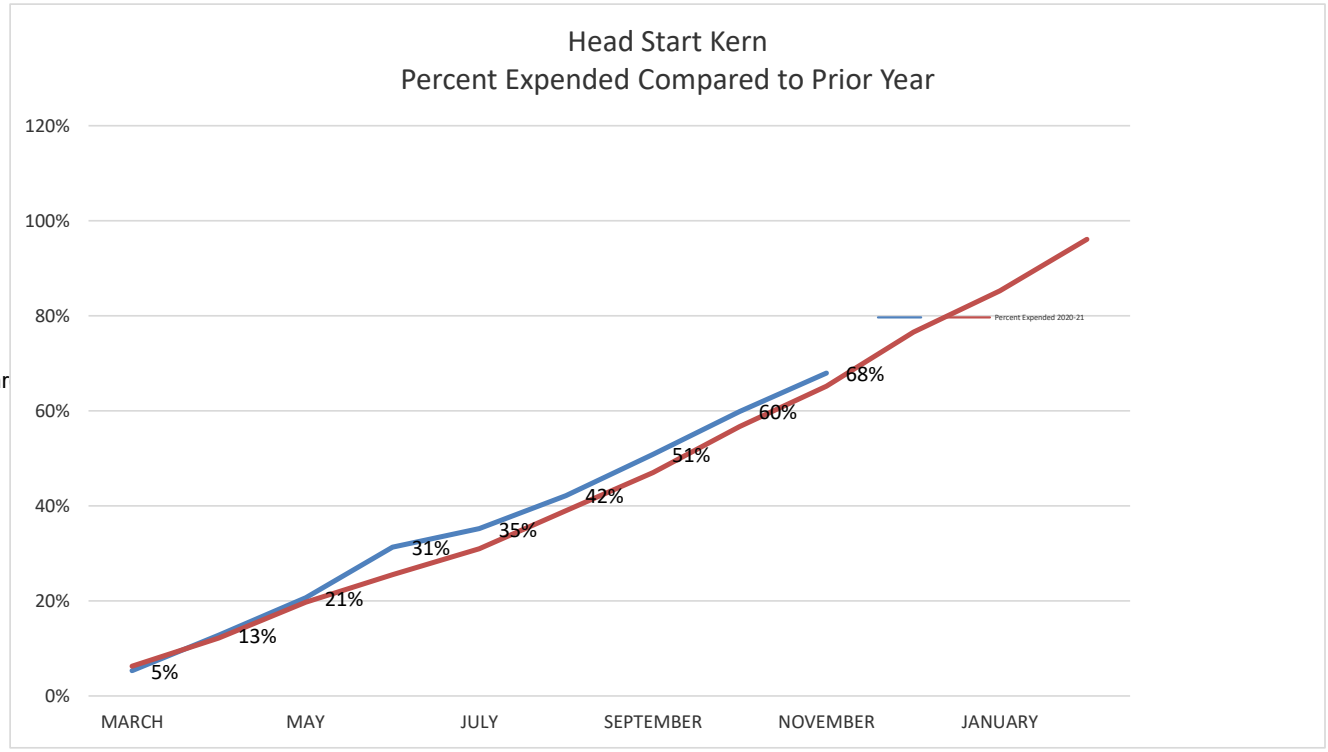
SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	1,196,717	370,921	76%	24%
CALIF DEPT OF ED	5,193,619	3,819,972	1,373,647	74%	26%
TOTAL NON-FEDERAL	**6,761,257**	**5,016,689**	**1,744,568**	**74%**	**26%**

Budget reflects Notice of Award #09CH011132-03-01
Actual expenditures include posted expenditures and estimated adjustments through 11/30/2021
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	20,482				**20,482**	12/3/2021
Lowe's	6,133.34				**6,133.00**	12/6/2021
Smart & Final	-				**0**	12/1/2021
Save Mart	732.21				**732**	11/3/2021
Chevron & Texaco Business Card	7,520				**7,520**	12/6/2021
Home Depot	4,105				**4,105**	12/5/2021
	38,972	**0**	**0**	**0**	**38,972**	


Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
MAR
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY
Percent Expended
Percent of Budget Period Elapsed
5%
13%
21%
31%
35%
42%
51%
60%
68%


Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
MARCH
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY
Percent Expended 2020-21
5%
13%
21%
31%
35%
42%
51%
60%
68%

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: December 15, 2021

Subject: *Early Head Start - Kern*
Budget to Actual Report for the period ended November 30, 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 November 30, 2021. Nine months (75.0%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 57% 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 60% 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 - November 30, 2021
Month 9 of 12 (75.0%)

Prepared 12/10/2021

BASE FUNDS	**BUDGET**	**ACTUAL**	**REMAINING**	**% SPENT**	**% REMAINING**
PERSONNEL	5,021,133	2,986,539	2,034,594	59%	41%
FRINGE BENEFITS	1,751,175	847,596	903,579	48%	52%
TRAVEL	0	77	(77)		
EQUIPMENT	0	0	0		
SUPPLIES	483,444	193,591	289,853	40%	60%
CONTRACTUAL	36,432	34,990	1,442	96%	4%
CONSTRUCTION	0	0	0		
OTHER	920,158	620,512	299,646	67%	33%
INDIRECT	809,704	444,003	365,701	55%	45%
TOTAL BASE FUNDING	**9,022,046**	**5,127,308**	**3,894,738**	**57%**	**43%**

TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	32,253	6,725	25,528	21%	79%
SUPPLIES	6,807	11,492	(4,685)	169%	-69%
CONTRACTUAL	11,412	48,881	(37,469)	428%	-328%
OTHER	102,788	24,531	78,257	24%	76%
INDIRECT	15,326	9,035	6,291	59%	41%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**168,586**	**100,665**	**67,921**	**60%**	**40%**

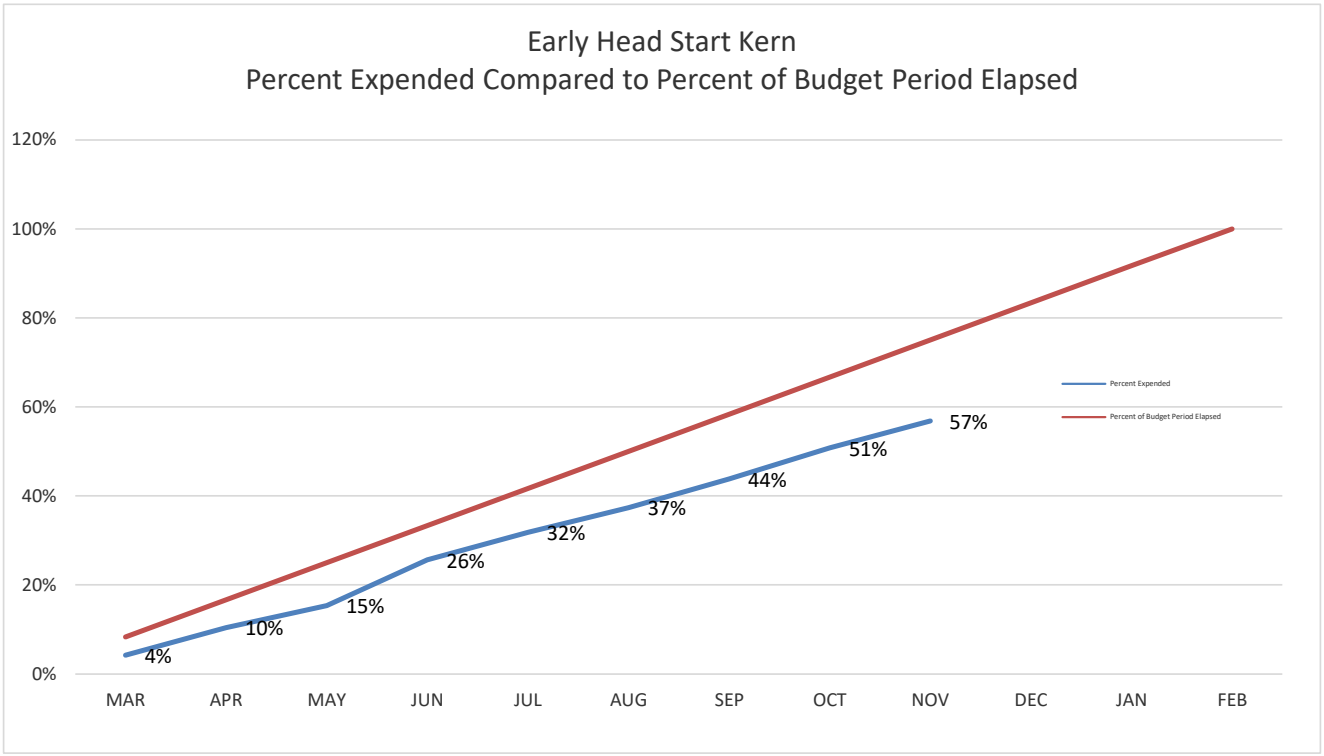
CARRYOVER					
SUPPLIES			0	#DIV/0!	#DIV/0!
CONTRACTUAL			0	#DIV/0!	#DIV/0!
CONSTRUCTION	4,208,158	77,383	4,130,775	2%	98%
OTHER		0	0		
INDIRECT	117,543	0	117,543		
TOTAL CARRYOVER	**4,325,701**	**77,383**	**4,248,318**	**2%**	**98%**

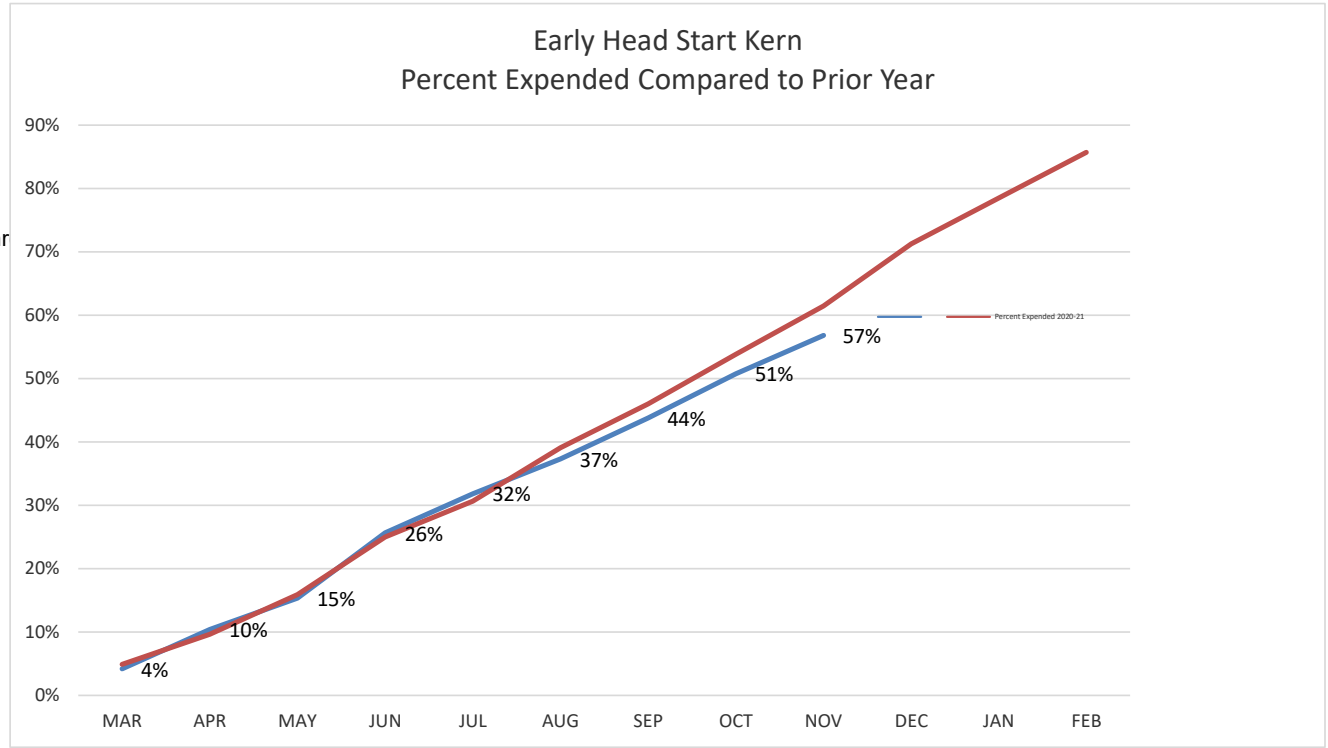
COVID CARES					
PERSONNEL		35,102	(35,102)		
FRINGE BENEFITS		28,570	(28,570)		
SUPPLIES	66,921	182	66,739	0%	100%
OTHER	18,194	19,226	(1,032)	106%	-6%
INDIRECT	9,068	11,103	(2,035)		
TOTAL COVID CARES	**94,182**	**94,182**	**0**	**100%**	**0%**

GRAND TOTAL EHS FEDERAL FUNDS	**13,610,515**	**5,399,538**	**8,210,977**	**40%**	**60%**

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

Actual expenditures include posted expenditures and estimated adjustments through 11/30/2021


Early Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
4%
10%
15%
26%
32%
37%
44%
51%
57%
Percent Expended
Percent of Budget Period Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
4%
10%
15%
26%
32%
37%
44%
51%
57%
Percent Expended 2020-21

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 **November, 2021** (Month 9 of 12)
Percent of budget period elapsed: 75%

LOCATION	Enroll-ment	March	April	May	June	July	Aug	Sep	Oct	Nov	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	3,806	3,344	1,604	832	0	603	802	782	0	11,772	40,535	29%
Alicante	20	2,759	2,527	2,754	3,695	1,994	2,133	5,351	5,714	55	26,982	20,268	133%
Angela Martinez	60	1,682	5,056	1,604	2,212	2,609	2,434	3,332	3,212	44	22,186	60,803	36%
Broadway	40	9,072	8,492	6,658	0	0	830	2,173	2,439	0	29,664	40,535	73%
California City	34	7,983	7,727	3,833	0	0	492	3,360	1,721	0	25,116	34,455	73%
Cleo Foran	23	15,779	14,629	14,352	12,627	8,483	6,362	5,747	2,349	0	80,328	23,308	345%
Delano	76	19,953	21,082	15,436	8,265	7,463	4,163	8,538	5,934	0	90,834	77,017	118%
East California	52	14,322	16,129	16,718	15,278	15,044	8,892	11,949	7,524	0	105,856	52,696	201%
Fairfax	40	8,429	9,246	5,856	0	0	1,691	4,415	4,099	164	33,900	40,535	84%
Fairview	40	7,209	8,499	5,236	5,291	4,000	1,870	7,149	7,385	0	46,639	40,535	115%
Harvey L. Hall	156	11,773	13,555	13,824	9,064	6,858	6,493	10,504	8,726	227	81,023	158,087	51%
Heritage	20	5,914	6,825	3,362	0	0	397	1,915	803	0	19,215	20,268	95%
Home Base	123	12,960	10,178	8,707	6,506	6,914	5,664	3,862	4,040	0	58,830	62,323	94%
Lamont	20	3,352	4,009	406	1,055	1,485	702	941	724	0	12,673	20,268	63%
Martha J. Morgan	72	8,319	7,861	7,623	5,287	5,843	2,106	4,548	130	0	41,717	72,963	57%
McFarland	20	2,099	2,182	1,391	0	0	985	3,281	3,836	0	13,774	20,268	68%
Mojave	20	7,890	10,296	5,212	0	0	0	0	0	0	23,397	20,268	115%
Oasis	60	5,094	7,534	5,183	4,325	3,895	2,209	3,532	3,804	0	35,576	60,803	59%
Pete H. Parra	128	9,302	10,728	9,209	4,272	1,752	3,222	7,386	11,742	0	57,612	129,713	44%
Planz	20	0	1,168	0	0	0	0	799	361	0	2,328	20,268	11%
Primeros Pasos	78	13,394	9,779	8,252	2,597	3,316	4,263	5,007	4,007	0	50,613	79,044	64%
Rosamond	80	5,024	6,643	2,972	1,649	0	0	51	45	79	16,464	81,070	20%
San Diego Street	40	2,566	2,282	2,970	2,501	1,709	3,549	4,502	4,435	0	24,514	40,535	60%
Seibert	40	0	0	0	0	0	0	0	95	0	95	40,535	0%
Shafter	20	3,661	2,948	2,292	1,198	436	2,947	6,628	7,005	0	27,115	20,268	134%
Shafter HS/EHS	25	1,137	2,606	2,500	2,453	2,067	2,227	2,323	1,395	0	16,708	25,334	66%
Sterling	124	7,380	8,415	7,493	8,090	8,206	4,393	5,445	3,073	0	52,495	125,659	42%
Sunrise Villa	20	2,328	1,874	651	1,718	0	971	1,493	1,433	0	10,470	20,268	52%
Taft	63	4,500	5,261	3,946	0	0	430	1,550	3,223	0	18,911	63,843	30%
Tehachapi	34	2,181	0	0	0	0	0	1,821	1,351	0	5,353	34,455	16%
Vineland	20	4,160	2,420	923	1,009	1,100	609	1,214	1,589	0	13,024	20,268	64%
Virginia	40	3,948	4,743	3,377	0	0	764	5,706	2,754	0	21,291	40,535	53%
Wesley	60	27,407	27,036	13,247	0	0	2,892	6,681	8,187	0	85,451	60,803	141%
Willow	55	5,130	4,162	2,753	0	0	762	826	3,369	0	17,002	55,736	31%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	NA
Governance		0	0	0	0	0	0	0	0	0	0	15,000	
Program Services		23	130	119	10,127	0	0	6,907	484	0	17,790	74,265	24%
SUBTOTAL IN-KIND	**1,763**	**240,533**	**249,365**	**180,465**	**110,052**	**83,174**	**75,053**	**139,736**	**117,771**	**568**	**1,196,717**	**1,813,530**	**66%**
State General Child Care*		218,706	214,532	221,798	216,097	167,020	182,708	187,329	199,701	0	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	0	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	0	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**	**0**	**3,819,972**	**6,813,499**	**56%**
GRAND TOTAL		**864,161**	**861,390**	**745,374**	**519,610**	**419,412**	**417,377**	**565,599**	**623,198**	**568**	**5,016,689**	**8,627,029**	**58%**

*May include estimates

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: December 15, 2021

Subject: *Early Head Start – San Joaquin*
Budget to Actual Report for the period ended November 30, 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 November 30, 2021. Ten months (83.3%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 71% 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 94% of the budget. The combined personnel and fringe benefit expenses are at 83% 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 - November 30, 2021
Month 10 of 12 (83.3%)

Prepared 12/9/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,239,569	2,254,338	985,231	70%	30%
FRINGE BENEFITS	913,403	578,124	335,279	63%	37%
TRAVEL	0	14,801	(14,801)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	130,220	100,487	29,733	77%	23%
CONTRACTUAL	9,500	17,220	(7,720)	181%	-81%
OTHER	720,292	609,358	110,934	85%	15%
INDIRECT	498,077	337,616	160,461	68%	32%
TOTAL	**5,556,061**	**3,943,134**	**1,612,927**	**71%**	**29%**

TRAINING & TECHNICAL ASSISTANCE FUNDS					
PERSONNEL	49,670	40,819	8,851	82%	18%
FRINGE BENEFITS	21,950	18,299	3,651	83%	17%
TRAVEL	3,260	3,953	(693)	121%	-21%
SUPPLIES	6,815	2,138	4,677	31%	69%
CONTRACTUAL	7,345	8,100	(755)	110%	-10%
OTHER	19,301	28,984	(9,683)	150%	-50%
INDIRECT	10,834	10,135	699	94%	6%
TOTAL	**119,175**	**112,428**	**6,747**	**94%**	**6%**

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%**

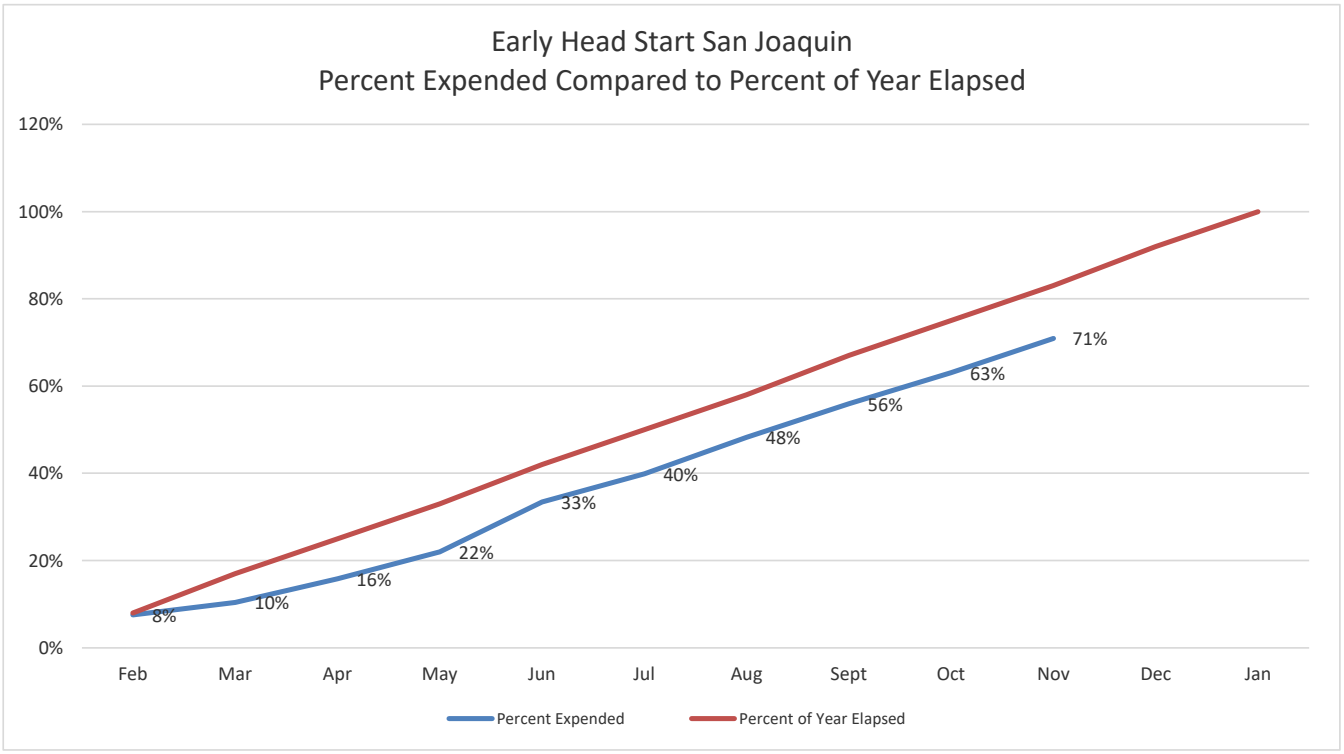
COVID CARES - Carried over from 2020-21					
PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	72,943	42,873	30,070	59%	41%
OTHER	24,314	29,715	(5,401)	122%	-22%
INDIRECT	9,726	11,861	(2,135)	122%	-22%
TOTAL	**106,983**	**106,983**	**0**	**100%**	**0%**

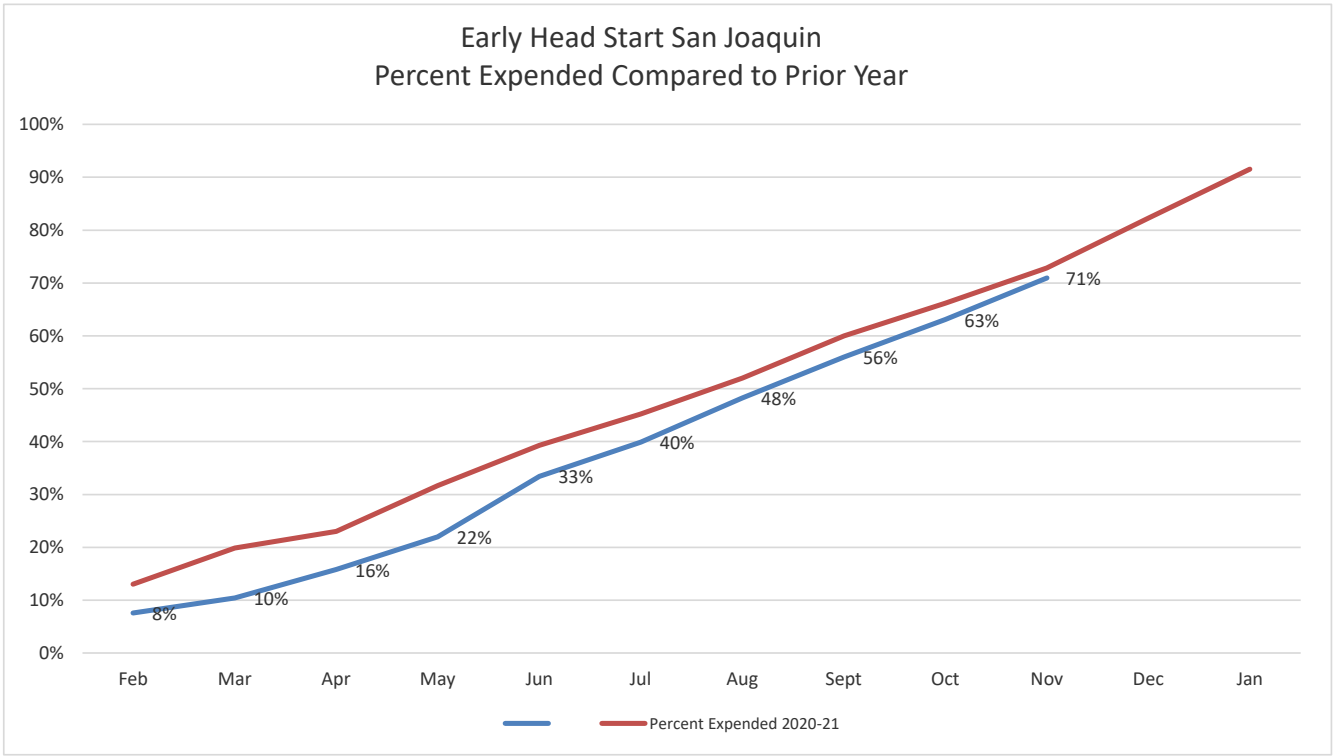
GRAND TOTAL EHS FEDERAL FUNDS	**6,264,205**	**4,162,545**	**2,101,660**	**66%**	**34%**

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	6.2%
Program Administrative Cost	2.9%
Total Administrative Cost	**9.2%**

Budget reflects Notice of Award #09CH011406-02-02
Actual expenditures include posted expenditures and estimated adjustments through 11/30/2021


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
8%
10%
16%
22%
33%
40%
48%
56%
63%
71%
Percent Expended
Percent of Year Elapsed


Early Head Start San Joaquin
Percent Expended Compared to Prior Year
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
8%
10%
16%
22%
33%
40%
48%
56%
63%
71%
Percent Expended 2020-21

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 November 30**, 2021** (Month 10 of 12)

Percent of budget period elapsed: 83%

LOCATION	FUNDED ENROLL-MENT	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	YTD Totals	IN-KIND GOAL	% OF GOAL MET
California Street	24	2,654	2,912	2,136	1,799	2,521	3,436	3,640	3,970	873	0	23,941	39,646	60%
Chrisman	20	2,493	2,771	2,804	2,097	1,582	3,454	3,486	2,813	1,665	0	23,164	33,039	70%
Gianone	16	1,009	1,300	1,254	1,179	1,130	1,283	1,316	1,679	345	0	10,496	26,431	40%
Kennedy	16	1,188	858	927	699	844	1,150	1,426	1,869	3,787	0	12,749	26,431	48%
Lodi Home Base	35	0	6,413	5,295	2,531	3,093	2,393	1,524	2,251	41	0	23,540	28,909	81%
Lodi UCC	30	3,271	3,946	2,019	5,524	2,934	2,945	3,246	2,274	1,523	0	27,683	49,558	56%
Manteca Home Base	12	1,106	3,329	3,285	2,982	1,967	1,679	3,097	2,321	2,913	0	22,677	9,912	229%
Marci Massei	24	2,453	3,257	2,521	2,094	2,170	2,461	1,860	2,321	2,453	0	21,590	39,646	54%
St. Mary's	24	3,029	2,929	3,172	2,203	1,754	2,760	1,359	1,405	949	0	19,559	39,646	49%
Stockton Home Base	90	5,231	9,230	10,974	6,759	5,637	5,257	8,344	5,229	1,666	27	58,355	74,337	79%
Tracy Home Base	12	0	0	0	0	0	1,654	0	0	0	0	1,654	9,912	17%
Walnut	24	3,004	3,300	4,579	5,262	2,716	3,673	1,816	3,207	2,553	0	30,111	39,646	76%
Administrative Services		0	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	8,855	8,655	133,363	108,412	123%
Policy Council		0	0	0	0	0	0	0	0	0	0	0	1,000	0%
SUBTOTAL IN-KIND	**327**	**40,606**	**55,437**	**57,178**	**48,478**	**35,003**	**40,801**	**39,769**	**37,992**	**27,625**	**8,682**	**408,880**	**526,525**	**78%**
State General Child Care*		120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	70,748	1,156,182	1,175,152	98%
SUBTOTAL CA DEPT of ED		**120,553**	**164,511**	**162,164**	**150,886**	**151,577**	**80,599**	**85,432**	**83,637**	**86,076**	**70,748**	**1,156,182**	**1,175,152**	**98%**
GRAND TOTAL		**161,159**	**219,948**	**219,342**	**199,364**	**186,580**	**121,400**	**125,201**	**121,629**	**113,701**	**79,430**	**1,565,062**	**1,402,067**	**112%**

*May include estimates

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: December 15, 2021

Subject: *Early Head Start Child Care Partnerships*
Budget to Actual Report for the period ended November 30, 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 November 30, 2021. Nine months (75.0%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 45% 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 18% of the budget.

Carryover Funds

Overall expenditures are at 95% 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 - November 30, 2021
Month 9 of 12 (75.0%)

Prepared 12/10/2021

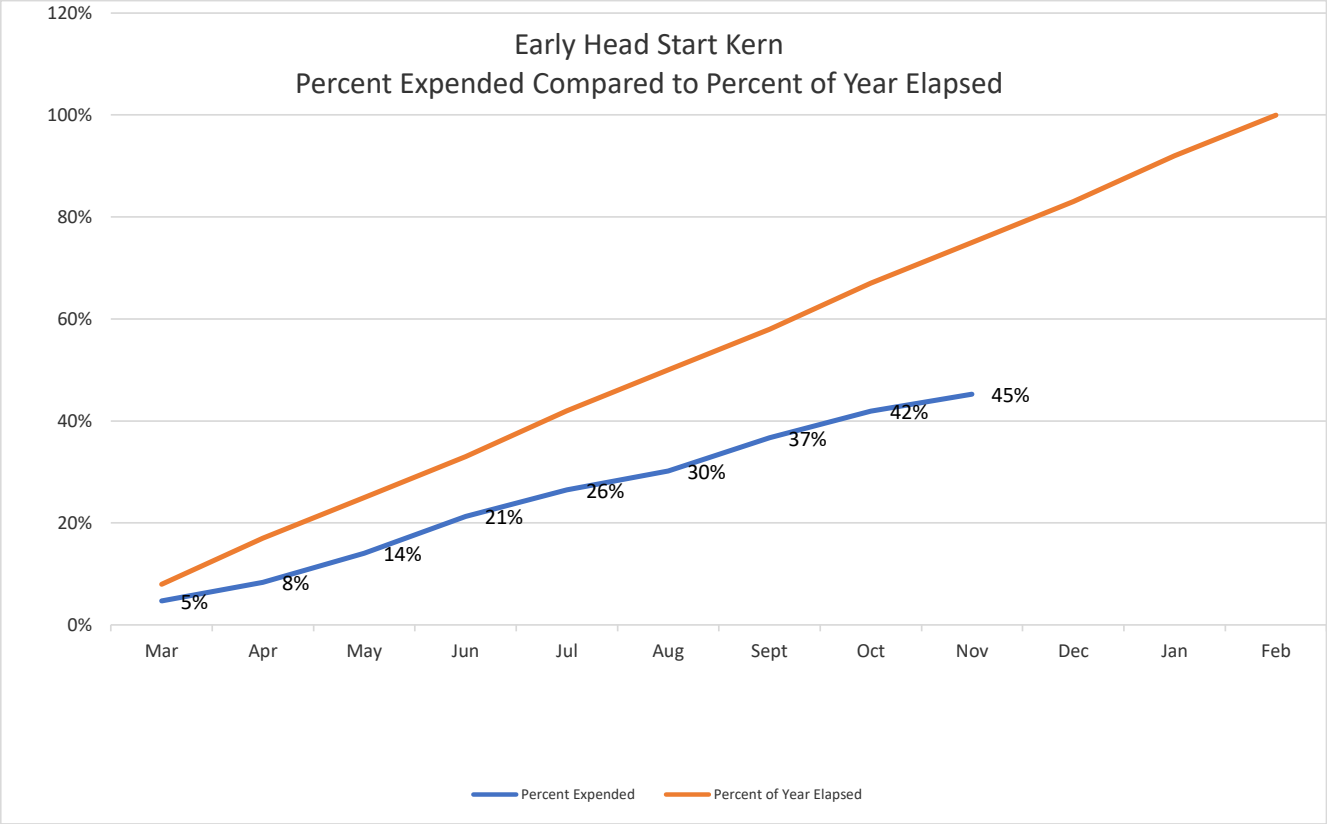
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	416,503	252,378	62%	38%
FRINGE BENEFITS	183,736	115,317	68,420	63%	37%
SUPPLIES	37,083	64,210	(27,127)	173%	-73%
CONTRACTUAL	1,091,504	248,399	843,105	23%	77%
OTHER	231,300	161,118	70,182	70%	30%
INDIRECT	215,164	93,873	121,291	44%	56%
TOTAL BASE FUNDING	**2,427,668**	**1,099,418**	**1,328,250**	**45%**	**55%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	5,294	2,741	2,553	52%	48%
SUPPLIES	16,391	0	16,391	0%	100%
OTHER	29,393	4,600	24,793	16%	84%
INDIRECT	5,107	758	4,349	15%	85%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**56,185**	**10,252**	**45,933**	**18%**	**82%**
CARRYOVER					
SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,371,108	87,473	96%	4%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	0	14,121	0%	100%
INDIRECT	4,412	400	4,012	9%	91%
TOTAL CARRYOVER	**2,507,114**	**2,371,508**	**135,606**	**95%**	**5%**
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**	**3,502,127**	**1,605,343**	**69%**	**31%**

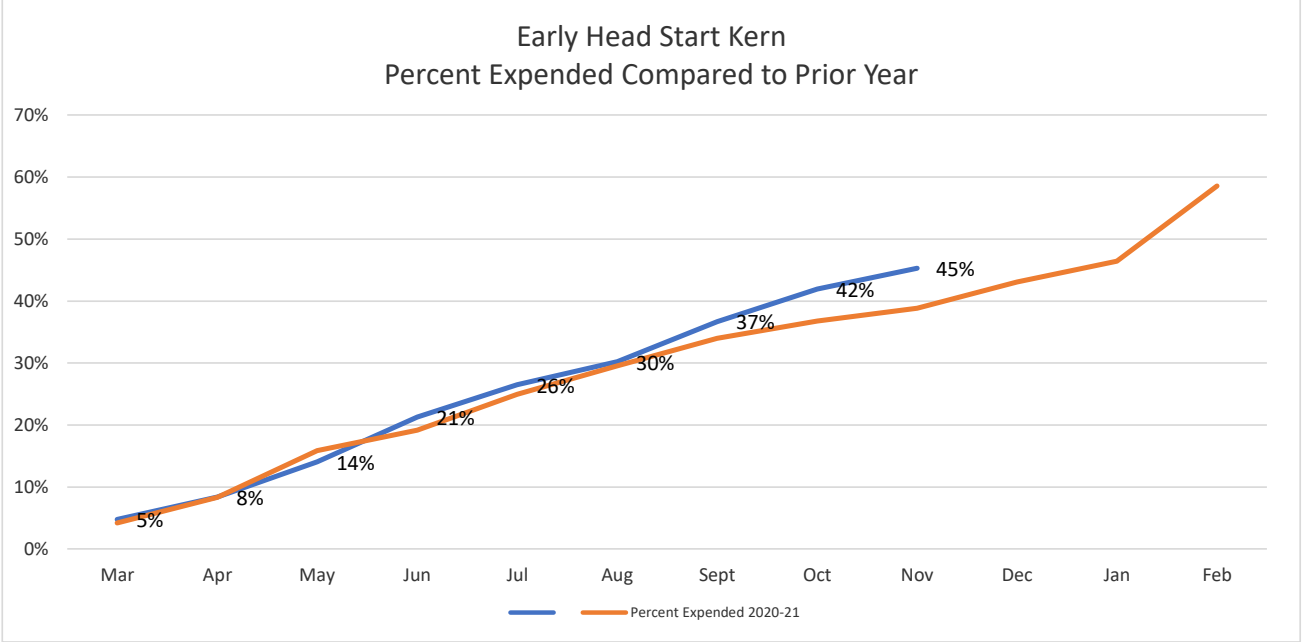
NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	393,900	194,356	67%	33%
TOTAL NON-FEDERAL	**588,256**	**393,900**	**194,356**	**67%**	**33%**

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

Actual expenditures include posted expenditures and estimated adjustments through 11/30/2021


Early Head Start Kern
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
5%
8%
14%
21%
26%
30%
37%
42%
45%
Percent Expended
Percent of Year Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
70%
60%
50%
40%
30%
20%
10%
0%
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
5%
8%
14%
21%
26%
30%
37%
42%
45%
Percent Expended 2020-21

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: December 15, 2021

Subject: *American Rescue Plan Funding*
Budget to Actual Report for the period ended November 30, 2021 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021 through November 30, 2021. Eight months (66.67%) 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 - November 30, 2021

Month 8 of 12 (66.67%)

Prepared 12/10/2021

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

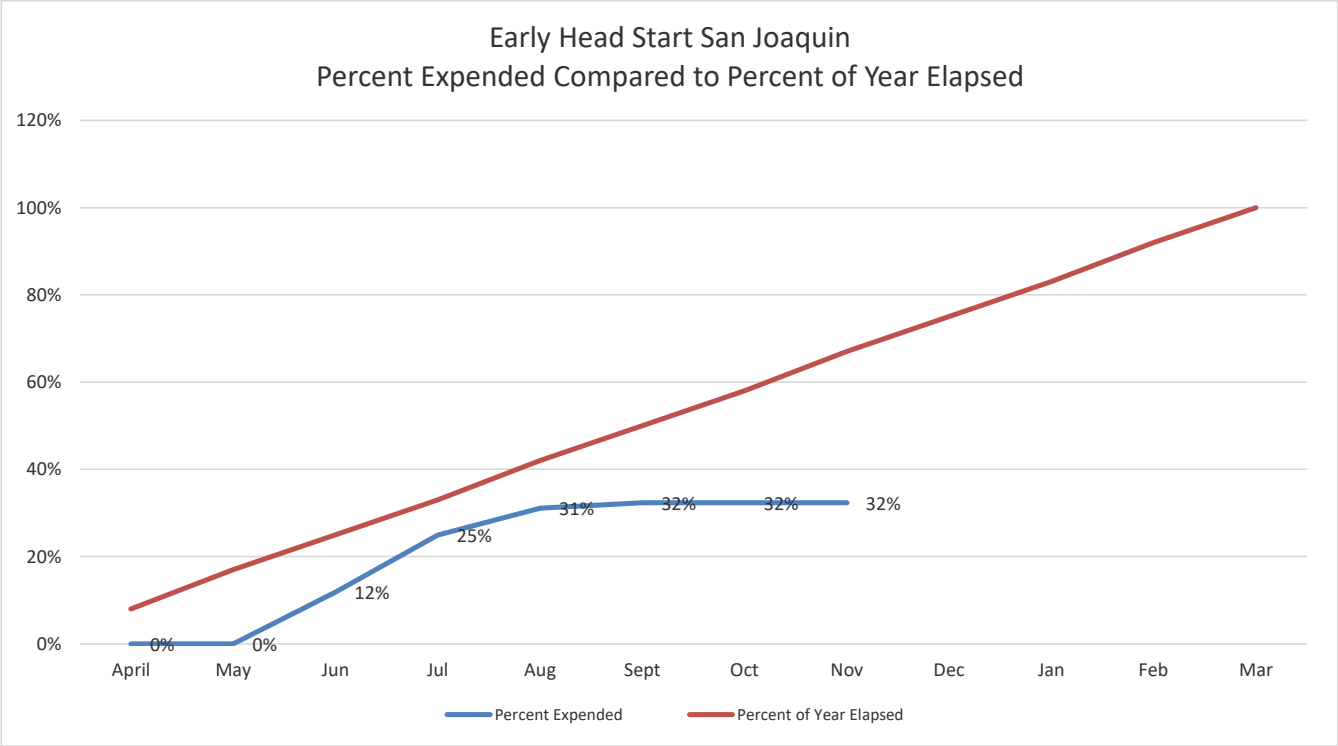
PERSONNEL	763,438	281,848	481,590	37%	63%
FRINGE BENEFITS	251,934	89,677	162,257	36%	64%
TRAVEL	0	0	0		100%
SUPPLIES	553,540	34	553,506	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	830,310	0	830,310	0%	100%
INDIRECT	266,580	37,156	229,424	14%	86%
TOTAL	**2,665,802**	**408,715**	**2,257,087**	**15%**	**85%**

GRAND TOTAL ARP FEDERAL FUNDS	**3,336,361**	**1,079,274**	**2,257,087**	**32%**	**68%**

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 11/30/2021


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
0%
0%
12%
25%
31%
32%
32%
32%
April
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Percent Expended
Percent of Year Elapsed

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	**Month/Year:** November 2021
Program/Work Unit: Head Start/Early Head Start	**Program Administrator:** Robert Espinosa
Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Enrollment Breakdown	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start Kern	**1317**	**843**	**64%**		**4%**	**5%** **3%**
Early Head Start Kern • EHS Center Based • EHS Home Based • EHS Home Based-Interim	**446** 243 123 80	**273**	**61%**	 193 /243 77/123 3/80	**8%**	**6%** **3%**
Early Head Start San Joaquin	**313**	**193**	**62%**		**9%**	**8%** **5%**
Early Head Start Partnership • Angela Martinez • Bakersfield College • Blanton • Garden Pathways • Taft College • Escuelita Hernandez • Seeking Partner	**152** 24 32 16 11 42 16 11	**88**	**58%** 83% 63% 69% 36% 71% 19% 0	 20 /24 20/32 11/16 4/11 30/42 3/16 0/11	**6%**	**9%** **7%**

HIGHLIGHTS:
Early Head Start Partnership Enrollment Updates:

Escuelita Hernandez: The Flooring was completed on November 30th.The classroom opening date is on target for December 13th.

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	166	**240**

Division Staffing			

Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
631	114	19	112

HIGHLIGHTS:

- 4 onboarded in the month of November
- 7 sets of interviews were conducted for 5 open requisitions
- HS/EHS Job flyers were sent out to East Kern community and to our internal program sites for posting in Kern County.

Compliance
Through continuous quality improvement, Enrollment and Attendance (E&A) monitoring worksheets were strengthened to ensure compliance with applicable requirements. E&A staff were provided training to ensure policies and procedures are followed to minimize anu future errors. The following files were audited utilizing the revised monitoring tools: 11 State Files: 5 of these files were corrected for certification information and/or family income. 44 Federal Files: 7of these files were corrected for parent handbook receipt and/or program option form documentation.

Central Kitchen October 2021				
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Center Totals	**50,995**	18,655	16,778	15,522

HIGHLIGHTS: All deliveries and food preparation were done without interruption despite the holidays and vandalism to Central Kitchen.

ACFP						
October 2021						
Total Meals Delivered			**Meals Allocated**		**# of Meals Served**	**% of Meals Served**
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
58,836	13,646	72,482	34,499	37,983	39, 543	55%

MEMORANDUM

To: Executive Committee

From: Pritika Ram, Director of Administration

Date: December 15, 2021

Subject: *Agenda Item 5c*: Approval of the County of Kern - Microbusiness COVID-19 Relief Grant Program – Pritika Ram, Director of Administration – **Action Item**

The County of Kern under the Employment Training Resource (ETR) Department applied for funding to the State of California Microbusiness COVID-19 Relief Grant Program to provide outreach, assessment, and technical assistance to microbusinesses in Kern County. The program is geared towards small businesses with 4 or less employees, who were operational in 2019, and negatively impacted by COVID. Businesses self-attest and can receive $2,500.00. The checks will be processed by the Kern Economic Development Foundation and ETR will handle the review and eligibility of the microbusinesses. As a partner organization, we are required promote the grant program and route eligible businesses to complete the application. If the business is eligible for funding, the funds will be received within 3-4 weeks. These funds are not considered a loan and the microbusinesses are not required to pay back the funds.

The ETR department is the lead applicant and has partnered with the following service providers, including Community Action Partnership of Kern (CAPK), and have identified four (4) target areas:

California State University, Bakersfield (CSUB):	Northeast Kern
Kern Women Business Center (KWBC):	Northwest Kern
Kern Economic Development Foundation (KEDF):	Southeast Kern
Community Action Partnership of Kern (CAPK):	Southwest Kern

CAPK will provide outreach, assessment, and technical assistance to (businesses having zero to four employees) located in Southwest Kern County (Arvin, Lamont, Edison, Weedpatch, Ford City, Taft Heights, South Taft, Maricopa, Frazier Park, Lebec) and in the City of Bakersfield. The contract duration is expected to begin in February 2022 through November 30, 2022, and based on the reimbursement methodology created by ETR, partners will be paid $325 for each completed application and supporting documents and has a goal of completing 92 applications, totaling $29,900.00.

Recommendation:

Staff recommends the Executive Committee approve contract for services with the County of Kern under the Employment Training Resource (ETR) Department on the Microbusiness COVID-19 Relief Grant Program, and authorize the Chief Executive Officer to the execute any other related or subsequent documents.

Attachment:

DocuSign Envelope ID: F6D62926-D8F8-4438-9BAB-0FC1606FF07F

REQUIRED – PPSA, STSA, TDSA, ESA Review Checklist*
*Counsel cannot sign unless this form is completed in full

This agreement can be used for engaging an independent contractor to provide personal/professional type services, contractual services or services which have a total dollar amount not exceeding $200,000, including expenses, per engagement/project in a fiscal year. The Board has approved the use of this contract for a term agreed upon by all parties as long as the total dollar amount does not exceed $200,000 for the entire contract period. The Board has authorized the Purchasing Agent to execute this agreement on behalf of the County in substantially this form. No work should ever begin until the department has received a completed agreement with all applicable signatures. **DEFINITIONS FOR UNDERSTANDING/APPLICATION:**

Consultant (Vendor) Name: Community Action Partnership of Kern **Total Dollars for Agreement: $29,900**

Brief description of services being contracted: To provide outreach, assessment, and technical assistance to microbusinesses in Southwest Kern County and Bakersfield for the Microbusiness COVID-19 Relief Grant Program

Term of Agreement: **Desired** Effective Date: Termination Date: 11/30/2022

Is this agreement **RETROACTIVE** (Confirming)? (check one) ☐ YES or ☒ NO

If YES, explain:

Retroactive Effective Date: ☐ Confirming Justification is attached

I. TYPE OF BOILERPLATE AGREEMENT - check the appropriate box

- ☒ Personal/Professional Services Agreement (PPSA)
- ☐ Speaker Trainer Services (STSA)
- ☐ Technical Development Services (TDSA)
- ☐ PPSA with Work Authorization Form
- ☐ Engineering Services (ESA)
- ☐ **Master Terms and Conditions included**

II. AGREEMENT DETAILS - check the appropriate box

☒ New Agreement ☐ Amendment No to Agreement No. Dated:

III. AWARD BASIS - check the appropriate box

☐ **LOW COST: PROFESSIONAL** SERVICES **Under $50,000** over the term of the agreement.
No competitive process required. Meets definition above.

☒ **LOW COST COMPETITIVE OR SOLE SOURCE: CONTRACTUAL** SERVICES OR **SERVICES $5,000 to $50,000** over the term of the agreement. Competitive process or Sole Source required for **ALL** contractual services or '**services'**

☐ **COMPETITIVE PROCESS:** Completed using PPSA & TDSA Checklist 50k-$200k
- ☐ Purchasing's approval is attached, dated:

☐ **SOLE SOURCE:** No competitive process can be performed $50k-$200k; OR non-professional services $5k - $200k
- ☐ Completed Sole source justification form is signed and attached
- ☐ Purchasing's approval is attached, dated:

☐ **ESA up to $200,000:** No competitive process required.
Award based on the qualifications and availability of the contractor to perform the project within the specified time frame.

IV. AGREEMENT REQUIREMENTS - Check box to confirm completion

☐ COMPLETE AGREEMENT must include the following:
- ✓ Effective date is left blank
- ✓ Termination date has been entered
- ✓ Consultant's legal company name & address is stated
- ✓ Dollar amounts are correct and clearly stated in the appropriate areas of Page 1 and the Exhibit(s).
- ✓ Exhibit A is complete - attached
- ✓ Master Terms and Conditions - attached
- ✓ W-9 from consultant - attached
- ✓ Consultant insurance naming the County as additional insured meets the agreement requirements – attached

PRIOR TO REQUESTING SIGNATURES - Check boxes to confirm completion

- ☐ Purchasing has reviewed and concurred with award
- ☐ Counsel has reviewed and approved as to form
- ☐ Consultant (vendor) has reviewed the agreement with the Master Terms and Conditions and concurs.

Department Name: Employers' Training Resource **Contact Submitting Agreement:** Michelle Pando

Email: pandom@kerncounty.com **Phone:** 661-336-6946

DocuSign Envelope ID: F6D62926-D8F8-4438-9BAB-0FC1606FF07F

KERN COUNTY
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
SCHEDULE TO MASTER TERMS AND CONDITIONS
PPSA-STANDARD

I. This **SCHEDULE** ("**Schedule**") shall be effective on _____ ("**Effective Date**") and shall terminate no later than November 30, 2022 ("**Termination Date**").

Kern County Department: Employers Training Resource ("**Responsible County Department**")
Located at: 1600 E. Belle Terrace, Bakersfield, CA 93307
Service Provider: Community Action Partnership of Kern ("**Consultant**")
Located at: 5005 Business Park North, Bakersfield CA 93309
Consultant Email for signature: jtobias@CAPK.org

Consultant is (select one):
☐ Sole Proprietorship
☐ Incorporated in the State of Click or tap here to enter text.
☒ Other (specify) 501 (C)(3) non-profit organization

II. Consultant shall provide the services and products described in **Exhibit A** ("**Services**"). This excludes travel and other expenses described in Section III. County shall compensate Consultant for those services and products in an amount not to exceed: $ 29,900.00 . **In the event that Employers' Training Resource does not receive an award of funding from the California Small Business Advocate Office, then this contract will be null and void.**

III. Travel and all other expenses. Select one of the following:
☒ County **shall not** reimburse Consultant for any travel or other expenses incurred by Consultant.
☐ County **shall** reimburse Consultant for all travel and/or other necessary and reasonable actual expenses incurred on behalf of County. If the reimbursable expenses include travel, the travel expenses must be reasonable and necessary, approved in advance in writing by the Responsible County Department, and shall not exceed the federal mileage rate and federal diem rate for the location of the services. County shall reimburse Consultant in an amount not to exceed: $ ___.

IV. Total Amount Payable Under Agreement (Compensation for Services/Products, Plus Travel and Other Expenses)
County shall compensate Consultant for the Services and Products (amount stated in Section II) and reimburse Consultant for expenses, including travel, if applicable (amount stated in Section III). The total amount payable under this agreement shall not exceed: $ 29,900.00. (Section II + Section III).

V. Consultant shall be required to have the following insurance coverages which are marked, on the terms provided in the Master Terms and Conditions. The insurance coverages shall be in the amounts specified, unless another amount is shown (select all that apply):
☒ Workers' Compensation: As required by California Labor Code Section 3700
☒ Commercial General Liability ($1,000,000/Occurrence; $2,000,000/Aggregate) or other amounts: $ ___.
☐ Automobile Liability ($1,000,000/Occurrence) or other amount: $ ___.
☒ Professional Liability ($1,000,000/Claim; $2,000,000/Aggregate) or other amounts: $ ___.

Note: If a lesser amount is shown, the Responsible County Department must obtain the prior written approval of the County Risk Manager.

If there are any conflicts between the terms and conditions contained in this Schedule and the Master Terms and Conditions, this Schedule shall control.

The Parties have executed this Schedule, including the Master Terms and Conditions, which constitute the Agreement, on the Effective Date.

COUNTY OF KERN

Responsible County Department

By _____
Carol J. Cox, C.P.M., Purchasing Manager

By _____.
Teresa Hitchcock, Asst. County Administrative Officer

Office of the County Counsel

By _____.
Deputy

By _____
Jeremy T. Tobias, Chief Executive Officer

DocuSign Envelope ID: F6D62926-D8F8-4438-9BAB-0FC1606FF07F

EXHIBIT A
SERVICES

Consultant shall provide the Services shown below for the Responsible County Department based on the following payment schedule: (select one of the following options)

_X_ Consultant shall submit one invoice to County upon contract completion and acceptance of the Services by County.

___ Consultant shall invoice monthly for hours expended over the prior 30 days; County to retain 20% of all invoiced amounts until final acceptance of the Services by County.

___ Consultant shall invoice County upon the successful completion of milestones:
(insert percentages next to applicable milestones)
___% Upon completed installation of _____.
___% Upon completed installation of _____.
___% Upon completion of training _____.
___% Other Milestone (describe) _____.
___% Other Milestone (describe) _____.
___% Upon contract completion and acceptance of the Services by County.

___ Consultant shall invoice County as follows: (describe in detail any payment schedule, milestone payments, percentages and retention as applicable)

1. Full description of the Services:

Community Action Partnership of Kern (CAPK) shall provide outreach, assessment and technical assistance to microbusinesses (businesses having zero to four employees) located in Southwest Kern County (Arvin, Lamont, Edison, Weedpatch, Ford City, Taft Heights, South Taft, Maricopa, Frazier Park, Lebec) and in the city of Bakersfield. CAPK will provide Employers' Training Resource (ETR) a schedule for their outreach efforts for which ETR will align those efforts with promotional advertising for the program. CAPK shall assess the microbusinesses' eligibility for the Microbusiness COVID-19 Relief Grant Program and if said business is eligible, assist the microbusiness to complete the application. CAPK shall collect the required documentation from the eligible microbusiness which will include a photocopy of a government issued photo identification card and a photocopy of at least one of the following: local business permit or license; a bank statement; a 2019 tax return; or a Trade account. CAPK will then forward the completed applications and supporting documentation to ETR using encrypted email. CAPK will be paid $325 for each completed application and supporting documents and has a goal of completing 92 applications.

CAPK shall forward all completed applications and supporting documentation to ETR using encrypted email.

2. Dates and location where the Services will take place (include time schedule and/or milestone dates if appropriate):

CAPK shall commence outreach activities in February 2022 in the City of Bakersfield and Southwest Kern County, which will include but is not limited to: Arvin, Lamont, Edison, Weedpatch, Ford City, Taft Heights, South Taft, Maricopa, Frazier Park and Lebec. Outreach efforts will continue until CAPK has 92 completed applications with supporting documentation.

3. If training is involved, the hours per day that are included in the training and minimum/maximum number of staff/trainees allowed to attend the training: NA

4. Materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist Consultant in provision of the Services:

By Responsible County Department:

ETR will provide CAPK a database of the employers located in Kern County that have zero to four employees to utilize for their outreach. In addition, the agency will provide Marketing/Outreach materials for the program and will align promotional advertising to coordinate with the outreach activities of CAPK. ETR will also be responsible for supplying the application and self-attestation forms for use by CAPK.

By Consultant:

CAPK shall provide completed applications along with supporting documents to ETR.

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KERN COUNTY
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS
PPSA-STANDARD

THIS AGREEMENT ("**Agreement**") is entered into effective on the Effective Date shown on the attached Schedule, by and between the **COUNTY OF KERN**, a political subdivision of the State of California, as represented by the Purchasing Agent ("**County**"), with its principal location at 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, and **CONSULTANT** identified on the Schedule ("**Consultant**"). County and Consultant are individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services.

B. The County Department identified on the Schedule as the Responsible County Department requires those services which are specified in **Exhibit A**.

C. County desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.

D. The Purchasing Agent has been authorized by the Board of Supervisors to contract for personal/professional services in an amount not to exceed $200,000 per contract.

AGREEMENT

1. **Services to be Rendered.** Consultant shall provide the services and products described in **Exhibit A** ("**Services**").

2. **Compensation to Consultant.** County shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to County.

3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in a form approved by County based upon the payment schedule selected on **Exhibit A**, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible County Department. Consultant shall also provide an informational copy to the Purchasing Agent. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible County Department.

4. **Term.** This term of this Agreement ("**Term**") shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.

5. **Assignment.** Consultant shall not assign, transfer, or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the Purchasing Agent.

6. **Audit, Inspection and Retention of Records.** Consultant shall maintain and make available to County accurate books and records relative to the Services under this Agreement. Consultant shall permit County to audit, examine, and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel, or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as County.

7. **Authority to Bind County.** It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. Indemnification.

a. General. Consultant shall defend, indemnify, and hold harmless County and County's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("**County Indemnified Parties**") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments and costs, including attorneys' fees of County Counsel and outside counsel retained by County, expert fees, costs of staff time, and investigation costs ("**Claims**") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("**Consultant Representatives**"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of County; and any workers' compensation Claim arising from or relating to the Services. Consultant shall defend any Claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost.

b. Immigration Reform and Control Act. Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless County and County Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant or Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives. Consultant shall defend any Claim with counsel of Consultant's choice, subject to County's written approval, and a Consultant's sole cost.

c. Infringement Claim. If any Claim is asserted or action or proceeding brought against County or County Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or County's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Consultant prompt written notice. Consultant shall defend and indemnify County and County Indemnified Parties from any Claims, including costs incurred by County in order to avoid entry of any default judgment or other waiver of County's rights. Consultant shall defend any claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost. County shall cooperate fully with and may monitor Consultant in the defense of any Claimand shall make employees available as Consultant may reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by County's cooperation in the defense.

d. Remedy of Infringement Claim. If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:

1. Replace. Promptly replace the Services with compatible, functionally equivalent, and non-infringing Services;

2. Modify. Promptly modify the Services to make them non-infringing without materially impairing County's ability to use the Services as intended;

3. Procure Rights. Promptly procure the right of County to continue using the Services; or

4. Refund. As a last resort, if none of these alternatives is reasonably available to Consultant, and County is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to County all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products shall be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by County if the court does not so direct.

e. Modification of Services. This indemnification does not extend to modifications or additions to the Services made by County or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by County.

f. Survival of Indemnification Obligations. Upon completion of this Agreement, the provisions of this **Section 8** shall survive.

9. Insurance. Consultant, in order to protect County and County Indemnified Parties against Claims as a result of the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain the following insurance. Consultant shall not perform any Services until Consultant has obtained all insurance required under this **Section 9** and the required certificates of insurance and all required endorsements have been filed with County's authorized insurance representative ("**Authorized Insurance Representative**"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Consultant shall promptly deliver to Authorized Insurance Representative a certificate of insurance, and all required

endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or County as an additional insured.

a. Workers' Compensation and Employer's Liability Insurance Requirement. If Consultant has employees who may perform any Services under this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Consultant shall require any Consultant Representatives to provide workers' compensation for any of the Consultant Representative's employees, unless the employees are covered by the insurance carried by Consultant. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Consultant shall provide and/or require each Consultant Representative to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of $1,000,000 for bodily injury or disease.

b. Liability Insurance Requirements.

1. Types of Liability Insurance. Consultant shall maintain in full force and effect, during the Term, the following types of liability insurance:

A. Commercial General Liability Insurance, including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than the amount specified on the Schedule.

B. Automobile Liability Insurance, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

C. Professional Liability (Errors and Omissions) Insurance, for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

2. Endorsements. The Commercial General Liability and Automobile Liability Insurance required in this **Section 9** shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: **(i)** on ISO form CG 20 10 11 85; or **(ii)** on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or **(iii)** on other forms which provide coverage at least equal to or better than form CG 20 1011 85.

3. Claims-Made Insurance. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either **(i)** maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; **(ii)** purchase an extended reporting period of not less than three years following the termination of this Agreement; or **(iii)** acquire a full prior acts provision on any renewal or replacement policy.

c. Insurance Companies. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager.

d. Self-Insurance. If Consultant is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

e. Primary Insurance; Waiver of Subrogation. All insurance carried by Consultant shall be primary to and not contributing to any insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

f. Insurance Does Not Replace Indemnification. Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of the coverage,

and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking other actions as are available to it under this Agreement or under Applicable Law.

g. Failure to Maintain Insurance. Failure by Consultant to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for the insurance. If the balance of monies owed to Consultant under this Agreement is insufficient to reimburse County for the premiums and any associated costs, Consultant shall reimburse County for the premiums and pay for all costs associated with the purchase of the insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

h. Cancellation of Insurance. The insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

10. Consultant Representations. Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

a. Expertise and Staff. Consultant has the expertise, support staff, and facilities necessary to provide the Services; and

b. No Adverse Interests. Consultant does not have any actual or potential interests adverse to County, nor does Consultant represent a person or firm with an interest adverse to County relating to the subject of this Agreement; and

c. Timeliness. Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. Ownership of Documents. All reports, documents, and other items generated or gathered in the course of providing the Services are and shall remain the property of County, and shall be returned to County upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. Rights to Contracted Products.

a. Belong to County. For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of County and may be used by County in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant.

b. Use by County. The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by County in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.

c. No Publication. Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by County.

d. Delivery to County. Upon termination or expiration of this Agreement, Consultant shall immediately deliver to County all County-owned programs and documentation developed under this Agreement. In addition, Consultant grants to County a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for County purposes, any Consultant-owned program, including system software, utilized by Consultant in performance of the Services.

e. Survival of Covenants. Upon completion of this Agreement, the provisions of this **Section 12** shall survive.

13. Termination. The Purchasing Agent may at his or her election, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination shall be deemed effective 15 days after personal delivery, or 20 days after mailing by U.S. Mail, postage prepaid, registered or certified mail, addressed as provided in Section 23. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the

Purchasing Agent, Consultant shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 13**, County shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

14. Choice of Law/Venue. The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

15. Compliance with Applicable Law. Consultant shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement.

16. Confidentiality. Consultant shall not, without the prior written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this **Section 16** shall continue to survive.

17. Conflicts of Interest.

a. Financial Conflicts of Interest. Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. If is further understood and agreed that if a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.

b. Organizational Conflicts of Interest. Consultant represents, to the best of its knowledge, that neither Consultant nor any Consultant Representative presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the Services. Neither Consultant nor any Consultant Representative shall enter into any contractual arrangement that would give rise to any potential organizational conflict of interest, without first obtaining County's prior written approval before entering the into the contractual arrangement. If any organizational conflict of interest is discovered by Consultant relating to this Agreement, Consultant shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this Agreement in the event that Consultant has any actual or potential organizational conflict of interest. As used in this **Section 17.b**, "organizational conflict of interest" means any a relationship whereby Consultant has present or planned interests related to the Services which **(i)** may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or **(ii)** may result in Consultant or any Consultant Representative being given an unfair advantage.

18. Enforcement of Remedies. No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

19. Negation of Partnership. In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of County. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.

20. Non-collusion Covenant. Consultant represents and agrees that **(i)** it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County and **(ii)** it has received from County no incentive or special payments and no considerations not related to the provision of the Services.

21. Non-discrimination. Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.

22. Non-waiver. No term, covenant or condition of this Agreement can be waived except by the prior written consent of County. Forbearance or indulgence by County shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by Applicable Law despite the forbearance or indulgence.

23. Notices. All notices under this Agreement shall be provided to the Kern County Purchasing Agent at the address indicated in the opening section of this Agreement and to the Consultant and Responsible County Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the Kern County General Services Department.

24. Captions and Interpretation. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.

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

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

27. Severability. If any term, covenant or condition in, or provision of, this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.

28. Signature Authority. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

29. Sole Agreement. This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, and obligations and terms, covenants and conditions contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

30. Time of Essence. Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.

31. No Third Party Beneficiaries. The Parties understand and agree that the enforcement of the terms, covenants and conditions and all rights of action relating to enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of County and Consultant that any person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. Gender/Plural. References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.

33. Recitals. Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

34. Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

35. Corporate Qualifications. If Consultant is a corporation incorporated outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this Agreement, provide County with a copy of the certificate of qualification issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 2105. If Consultant is a limited liability company formed outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this agreement, provide to County a copy of the certificate of registration issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 17708.02. Any corporation or limited liability company, whether or not incorporated in the state of California, must be in good standing to qualify to do business with County. Failure to provide County with the current certificates is grounds for County to terminate the Agreement.

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Jeremy Shumaker

Grant Requirements

To Carol Cox

Cc Teresa Hitchcock; Melanie Miller; Michelle Pando

Good morning Carol,

ETR has been asked to submit an application for a grant to fund microbusinesses in Kern County. These businesses must have 0-4 employees, been in business before December 2019 and located in Kern County, have revenue of less than $50,000, and not be a recipient of prior federal CARES ACT funding. The grant award is for 369 microbusinesses who will receive $2,500 each. One purpose of the grant is to serve as much of a diversified population as possible. To that end, we identified women, minorities, veterans, and other groups as our target market. We then divided the county into service quadrants and began our partner search. As part of the grant application, we must have executed contracts with four partners that will conduct outreach, application assistance and submission, research, and disbursement of funds to these microbusinesses. These firms must have administrative and operational competency because the grant requires that we monitor them. After careful consideration and review of grant requirements, we began discussions with Kern Economic Development Foundation, the Small Business Development Corporation, the Kern Women's Business Center, and the Community Action Partnership of Kern. All four agencies were easily able to handle the service quadrants with their existing service capacity and network. They all have history with serving and/or marketing to our target market population groups. We moved ahead and began working on the necessary contracts due to time constraints (grant is due today) and the belief that these were the four best agencies to work with given the particular requirements of this grant.

If you need any more information, please do not hesitate to contact me.

Thank you,

Jeremy Shumaker, MBA
Employers' Training Resource
Administrative Services Officer-Administrative Division
Equal Opportunity Officer
1600 E. Belle Terrace
Bakersfield, CA 93307
AJCC Main 661.325.4473
Direct Line 661.635.2758
Cell Phone 661.619.2180
Fax 661.336.6917
shumakerj@kerncounty.com
americasjobcenterofkern.com

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County of Kern
Purchasing Division

SOLE SOURCE OR SOLE BRAND VENDOR JUSTIFICATION

Requestor: Jeremy Shumaker
Department/Division: Employers' Training Resource (5923)
Requisition Number: _____

Purchasing will evaluate and approve or deny sole source request as presented in this documentation

Fill out this form for sole source requests of:

- *One-time orders of a single item or non-professional service which cost $5,000 - $50,000*
- *One-time orders in which the total acquisition of goods or non-professional services costs $50,000 - $200,000 – no single item over $50,000*
- *Blanket orders for goods or non-professional services between $50,000 and $200,000 annually*
- *Professional service agreements (PPSA / TDSA) between $50,000 and $200,000*

Orders exceeding these limits require Board of Supervisors approval

1. Please indicate whether this procurement is a sole source or sole brand:

X **Sole Source:** If checked, please specify whether this procurement is for the purchase of 'goods' or 'services'.

☐ Goods: Item is available from one source only. Item is a one-of-a-kind and is not sold through distributors, only through the manufacturer who is the exclusive distributor of goods you wish to purchase.

X Services: This service can only be performed by one vendor. There are unique qualifications, rights, patents and/or licenses this vendor possesses which make this vendor exclusive.

OR

☐ **Sole Brand:** There is more than one source that can supply the specified model and brand. A competitive bid can be solicited for this requested brand only. This brand meets form, fit and function. Nothing else will do. (Skip #2 – proceed to #4 below)

2. Have you made a diligent and conscientious search to locate other vendors who can supply this item or service and no other vendor can be found?

☐ No – Please continue to search for other suppliers until you are convinced no other vendor exists that can provide this good/service or commit to a competitive bid process.

X Yes – Please fill out the required vendor information below.

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3. The following vendor is the only vendor able to supply the sole source good or service requested:

Vendor Name: Community Action Partnership of Kern County Contact: Jeremy Tobias

Address: 5005 Business Park North, Bakersfield, CA 93309

Federal Employer #: 95-2402760

Phone: 661-336-5236 Fax: _____

Email: jtobias@CAPK.org

4. a. Describe the goods/services to be purchased. Why has the product and/or vendor been selected?

The California Office of the Small Business Advocate has a funding opportunity for county governments to distribute $2,500 mini grants to eligible microbusinesses impacted by COVID-19 and related health and safety restrictions for which Employers' Training Resource is applying. A requirement for the grant is to have contracts in place with community-based organizations to assist with outreach and technical assistance to microbusinesses in the local area. As Community Action Partnership of Kern County participated in assisting small businesses receive small grants ($5000) due to COVID-19 and the related health and safety restrictions, our agency is partnering with them to assist us in our endeavor to help microbusinesses receive mini grants.

b. For goods only: Are there unique performance features REQUIRED (not merely preferred) for this product/brand selected that are not available in any other product/brand?

OR

For services only: Are there unique qualifications, rights, patents or licenses that this vendor possesses?

Yes, Community Action Partnership of Kern County (CAPK) is the official anti-poverty agency for Kern County, whose geographical reach is wide and all encompassing, inclusive of metro and rural communities. As a requirement of the grant that the mini grants be distributed to all regional geographies throughout the county and with CAPK's experience in administering assistance to small businesses, their agency is well qualified to assist Employers' Training Resource in this endeavor.

c. Why are these specific features/qualifications required?

It is a requirement of the grant that our agency contract with community-based organizations that have established networks throughout the county. This is to ensure effective distribution of mini grants to microbusinesses residing in the county.

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d. What are the advantages to the County by acquiring this good/service from this vendor?

The advantage for the County is that CAPK is an experienced community-based organization that will assist ETR to attain its goals for this program, ensuring that microbusinesses are provided financial assistance due to COVID-19 and its health and safety restrictions. This will also further the County's Economic Development goals in helping to retain businesses.

e. What other products/services have been examined and rejected? Why are other sources that may be able to provide equivalent goods or services unacceptable? Provide a full meaningful explanation.

This is a time sensitive project for which Employers' Training Resource is soliciting funds. The grant requires the use of community-based organizations and that contracts with said community based organizations be in place at the time our proposal is submitted.

f. What are the total costs for these goods/services? *All costs stated below shall be considered the TOTAL complete acquisition cost which includes taxes, shipping etc.*

$___29,900

5. Is there an unusual or compelling urgency associated with this project?

☐ No

X Yes – Please Explain:

__The proposal has a deadline for submission of November 30, 2021.

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as, the criteria for justification for sole source/brand purchasing.

2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.

3. The information contained herein is complete and accurate.

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4. There is justification for sole source/sole brand purchasing noted above as it meets the County's criteria.

5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

6. By signing below, my supervisor/authorized department management concurs with this request.

Jeremy Shumaker	11/29/21
Requestors Name (Type or Signature)	Date
Teresa Hitchcock	11/29/21
Authorized by Department Management (Type or Signature)	Date

Sole Source or Sole Brand Vendor Justification – rev 4/2020

MEMORANDUM

To: Executive Committee

From: Kerri Davis, Business Manager

Date: December 15, 2021

Subject: *Agenda Item 5d:* Additional Lease Space -1145 N. Hunter Street, Stockton, CA - Early Head Start – **Action Item**

Business Services has been working on securing additional lease space for Early Head Start location - 1145 N. Hunter Street, Stockton, CA

Additional space at current location
CAPK will be adding 2100 square feet of space to the Early Head Start Lease with M-R Properties at 1145 N. Hunter Street in Stockton, CA. The new office space located at 1135 N. Hunter is adjacent to the currently occupied space and will be incorporated into the existing lease. This increases the total amount of the lease by $1,900 per month for a total of $6,585.61 per month.

The lease has been in effect since May 25, 2015 and has been previously amended to expire June 30, 2023.

Recommendation:

Staff requests the Executive Committee approve the proposed addition to lease space and authorize the Chief Executive Officer to execute Addendum II to the original lease.

Attachments:
Lease for 1145 N. Hunter in Stockton, CA
Addendum I to lease for 1145 Hunter Street, Stockton, CA
Addendum II to lease for 1145 Hunter Street, Stockton, CA

STANDARD MULTI-TENANT OFFICE LEASE - GROSS
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only May 25, 2015, is made by and between M-R Properties ("Lessor") and Community Action Partnership of Kern (CAPK) dba; Head Start ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain portion of the Project (as defined below), known as Suite Number(s) 1145, one floor(s), consisting of approximately 5,360+/- rentable square feet and approximately _____ useable square feet ("Premises"). The Premises are located at: 1145 N Hunter Street, in the City of Stockton, County of San Joaquin, State of CA, with zip code 95202. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 5,360+/- rentable square feet. (See also Paragraph 2)

~~1.2(b) Parking: _____ unreserved and _____ reserved vehicle parking spaces at a monthly cost of $ _____ per unreserved space and $ _____ per reserved space. (See Paragraph 2.6)~~

1.3 Term: Four (4) years and (0) months ("Original Term") commencing July 1, 2015 ("Commencement Date") and ending June 30, 2019 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing June 15, 2015 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: $ 2,680.00 per month ("Base Rent"), payable on the First day of each month commencing July 1, 2015. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

~~1.6 Lessee's Share of Operating Expense Increase: _____ percent (_____ %) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.~~

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: $ 2,680.00 for the period Months 1-3.

(b) Security Deposit: $ _____ ("Security Deposit"). (See also Paragraph 5)

(c) Parking: $ _____ for the period _____.

(d) Other: $ 6,968.00 for First and Last Month's Rent.

(e) Total Due Upon Execution of this Lease: $ 6,968.00.

1.8 Agreed Use: Tenant shall use the Premises, and continuously operate the offices to provide administrative services to CAPK's Early Head Start programs located San Joaquin County, CA. (See also Paragraph 6)

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~~1.9 Base Year; Insuring Party. The Base Year is _____. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)~~

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

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☐ _____ represents Lessor exclusively ("Lessor's Broker");

☐ _____ represents Lessee exclusively ("Lessee's Broker"); or

☒ NAI Benchmark First Commercial represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or 5.000 % of the Base Rent) for the brokerage services rendered by the Brokers.

~~1.11 Guarantor. The obligations of the Lessee under this Lease shall be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)~~

~~1.12 Business Hours for the Building: _____ a.m. to _____ p.m., Mondays through Fridays (except Building Holidays) and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____ .~~

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☒ Janitorial services

☒ Electricity

☐ Other (specify): _____

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

☒ an Addendum consisting of Paragraphs 50 through 66 ;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ a janitorial schedule;

☒ other (specify): Addendum 2 - Disclosures

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to

pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

~~2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.~~

~~(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.~~

~~(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.~~

2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

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(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease ~~(including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase)~~ shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

~~4.2 Operating Expense Increase. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:~~

~~(a) "Base Year" is as specified in Paragraph 1.9.~~

~~(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.~~

~~(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":~~

~~(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:~~

~~(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;~~

~~(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.~~

~~(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.~~

~~(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;~~

~~(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";~~

~~(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;~~

~~(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;~~

~~(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;~~

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(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), ~~4.2 (Operating Expenses)~~, 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, ~~subject to reimbursement pursuant to Paragraph 4.2~~, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term **"Utility Installations"** refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

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(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the Improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirments. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

~~8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (e)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).~~

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value Insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

~~(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.~~

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

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(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; ~~provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction.~~ Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense ~~(subject to reimbursement pursuant to Paragraph 4.2)~~, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

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9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

~~10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.~~

~~10.3 Additional Improvements. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessee subsequent to the execution of this Lease by the Parties.~~

~~10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.~~

~~10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.~~

~~11. Utilities and Services.~~

~~11.1 Services Provided by Lessor. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.~~

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

~~11.3 Hours of Service. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.~~

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

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(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

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(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

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13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvement for lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the Indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 20 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 20 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such

Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

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37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply.

~~39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.~~

~~39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.~~

~~39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.~~

~~39.4 Effect of Default on Options.~~

~~(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.~~

~~(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).~~

~~(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.~~

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

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(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

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

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: ☒ have not undergone an inspection by a Certified Access Specialist (CASp). ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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

Executed at: Stockton CA	Executed at: Bakersfield, CA
On: June 15, 2015	On: 6/12/15
By LESSOR:	**By LESSEE:**
M-R Properties	Community Action Partnership of Kern (CAPK)
By:	By:
Name Printed: Dan Dixon	Name Printed: Jeremy T. Tobias
Title: Property Manager	Title: Executive Director
By:	By:
Name Printed: Dan Dixon	Name Printed: Jeremy T. Tobias
Title: Authorized Agent for Owner	Title: Executive Director
Address: 345 South El Dorado Street	Address: 5005 Business Park North
Stockton, CA 95203	Bakersfield, CA 93309
Telephone:	Telephone: (661) 336-5236
Facsimile:	Facsimile: (661) 328-1797
Email:	Email:
Email:	Email:
Federal ID No.	Federal ID No.

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LESSOR'S BROKER:	LESSEE'S BROKER:
Attn: Kris Helton / Mark Ruiz	Attn: Mark Ruiz / Kris Helton
Address: 2920 Pacific Avenue	Address: 2920 Pacific Avenue
Stockton, CA 95204	Stockton, CA 95204
Telephone: (209) 461-6400	Telephone: (209) 461-6400
Facsimile: (209) 461-6310	Facsimile: (209) 461-6310
Email: krs@naibenchmark.com	Email: mark@naibenchmark.com
Broker/Agent BRE License #: 01931244	Broker/Agent BRE License #: 01954139

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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Addendum I

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, READ IT CAREFULLY

The following terms and conditions are hereby incorporated in and made a part of that certain **Standard Multi-Tenant Office Lease – Gross**, dated May 25, 2015, between M-R Properties, Lessor, and Community Action Partnership of Kern, Lessee, on the property known as 1145 N Hunter Street, Stockton, California 95202.

50. Rent Schedule: July 1, 2015, through June 30, 2019.
    Months 1-3: Base Rent $2,680 July 1, 2105 through September 30, 2015
    Months 4-12: Base Rent $4,020 October 1, 2015 through June 30, 2016
    Year 2: Monthly Base Rent $4,020 July 1, 2016 through June 30, 2017
    Year 3: Monthly Base Rent $4,020 July 1, 2017 through June 30, 2018
    Year 4: Monthly Base Rent $4,288 July 1, 2018 through June 30, 2019

    Lessor shall provide as an in-kind donation for the first three months of the lease term a reduction in rent of 25 cents per square foot.

51. Option to Renew:
    Lessee shall have the option to extend this Lease as follows: **one (1) additional four (4)** year term on all the same terms and conditions as contained in this Lease, except rent. Rent shall not be less than the rent being paid by Lessee during the last year of said Lease, plus an increase as shown below.

    A 3% annual increase for years five (5) through seven (7).

    Year 5 - $4,416.64 per month
    Year 6 - $4,549.14 per month
    Year 7 - $4,685.61 per month
    Year 8 - $4,685.61 per month

    Written notification of Lessee's intention of extending said Lease shall be given to Lessor not less than one hundred and twenty (120) days prior to the expiration of said Lease, provided that:

    A. Lessee is not in default of any of the provisions of this Lease at the time of exercise of such Option.
    B. Option to extend is personal to the original Lessee executing the Lease, and notwithstanding anything to the contrary contained in this Lease, the rights contained herein.
    C. Lessor agrees to pay NAI Benchmark First Commercial, upon Lessee's renewals, extensions, expansions, or exercising its option to extend, a commission equal to five percent (5%) of the gross income for the first one (1) years of the option period and two and a half percent (2.5%) of the gross income for the last three (3) year of the option period.

52. Option to Terminate:
Due to the fact that Community Action Partnership of Kern funds are issued by the Federal government through grants, Lessee has option to terminate the lease early in the event funding related to its San Joaquin Country Early Head Start Program is reduced by more than 15%.
TERMINATION. The parties hereto acknowledge Lessee may terminate this Lease due to a reduction in funding by 15% or more for Lessee's Programs, Ninety (90) days written notice of intent to terminate shall be given by Lessee to Lessor due to reduction or loss of funding.

53. Estoppel Requirements
In the event an Estoppel Certificate is required the document must be mailed Federal Express Overnight Delivery Service, or equivalent, which requires signatures of addressee upon delivery. All notices concerning the lease must be delivered to:

Emilio Wagner, Director of Operations
5055 California Avenue, Suite 210
Bakersfield, CA 93309

54. Definition of Lessor
Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor and or any final month's rent collected in advance by Lessor.

55. Use:
Lessee shall use the Premises, and continuously operate the offices to provide administrative services to CAPK's Early Head Start programs located in San Joaquin County, CA (the "Permitted Use") and for no other use or purpose office use. The Lessee may not use the Premises for any other purpose without the prior written consent of the Lessor.

56. Repairs:
Lessee shall not make any alterations to the Premises without prior written consent of the Lessor.

57. Maintenance:
Lessee: Lessee shall be responsible for preventative maintenance and repairs to the leased premises, including all plumbing and plumbing fixtures, interior walls, interior lights, and electrical outlets, ceiling tiles and floor and window coverings. All other repairs shall be considered major repairs and shall be the responsibility of the Lessor.

Lessor: Lessor shall be responsible for the structural integrity of the building; roof, foundation, exterior walls, landscaping and parking lot maintenance.

58. Utilities:
Lessee shall be responsible for the payment of gas, electric, water, sewer, garbage, telephone, security systems and services, janitorial and any other utilities and services supplied to said premises. The cost of any utilities that are not separately metered shall be divided between tenants on a pro-rata basis.

59. Property Taxes/Property Insurance:
Lessor shall be responsible for the payment of Real Property Taxes and Real Property/Fire & Liability Insurance.

60. Signage:
Lessee shall be responsible for all costs associated with signage. Lessee must submit to Lessor and City for approval.

61. Fire Extinguishers:
Lessee must obtain and maintain fire extinguishers on the Leased premises. Extinguishers must be inspected and tested by a licensed servicing organization on an annual basis. Proof of compliance must be provided to Lessor when inspection is completed.

62. Regulations and Ordinances:
Lessee acknowledges that they have been advised by Broker/Agent to seek any and all general planning, OSHA, American Disability Act (ADA), Federal, County or City regulations and ordinances, including approval of said premises for it nature of business.

63. Arbitration Clause:
In the event of any dispute, controversy or claim arising between parties hereto in connection with the validity, interpretation, default or breach of any part of this Agreement, the parties hereto agree that such dispute shall be decided by binding arbitration to be conducted by JAMS in Sacramento, California. Such arbitration shall be conducted pursuant to the arbitration procedure provided in California Code of Civil Procedure, Sections 1280 through 1280.8. The arbitrator's awards shall include an award of all costs of arbitration, including reasonable attorney's fees, to the prevailing party.

64. As-Is Conveyance:
Lessee hereby agrees that Lessee shall conclusively be deemed to have accepted the Subject Property in its existing condition, "As-Is, Where-Is", without any representation or warranties expressed or implied. Except as expressly set forth in this Agreement, Lessee shall, at Lessee's sole cost and expense conduct and rely exclusively upon its own investigation and evaluation of the Property and the transaction contemplated by this Agreement.

65. Lessor's Delivery Conditions
Lessor will deliver the HVAC, restrooms, lighting, plumbing, and electrical systems in good working order. Lessor will also provide the following at Lessor cost; replace carpet, damaged ceiling tiles, paint entire interior, make one large reception window, create two offices in old lobby area, add a door entering the hallway, A/C vent into maintenance area/I.T room. Within 3-5 months Lessor will install a security gate to parking lot entrance. Doors to be removed from hallway closets.

66. Ownership Disclosure

Kevin Dougherty, Broker of NAI Benchmark First Commercial, wife is a limited partner of M-R Properties.

LESSOR: M-R Properties

By: _____ Date: June 15, 2015

Dan Dixon, Property Manger and Authorized Agent for Owner

LESSEE: Community Action Partnership of Kern

By: _____ Date: 6/12/15

Jeremy T. Tobias, Executive Director

ADDENDUM II
DISCLOSURE RESPONSIBILITY & INFORMATION

NAI BENCHMARK FIRST COMMERCIAL

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, READ IT CAREFULLY

The following terms and conditions are hereby incorporated in and made a part of that certain **Standard Multi-Tenant Office Lease – Gross**, dated May 25, 2015, between M-R Properties, Lessor, and Community Action Partnership of Kern, Lessee, on the property known as 1145 N Hunter Street, Stockton, California 95202.

1. Lessor Disclosure, Delivery of Reports:

Lessor is required to disclose directly to Lessee all information known to Lessor regarding the Property, including, but not limited to, zoning, construction, design, engineering, soils, title, survey, natural hazards, fire, flood, and earthquake, life safety, hazardous materials (including toxic mold contamination), and other matters, and to provide Lessee with copies of all reports in the possession of or accessible to Lessor regarding the Property.

2. Property Inspections and Responsibilities of Parties:

Lessee should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Your experts should help you determine what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. All work should be inspected and evaluated by your experts, as they deem appropriate. Your experts should verify all information regarding the Property, including any linear or area measurements, statements of income and expenses or other financial statements, availability of all utilities and connections, zoning, permitted land uses, structural integrity of roof, walls, and foundations or any improvements located on the Property; operation or condition of mechanical, plumbing, utility or life safety systems, and the presence of termites or other pests or rodents. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the Property. Real estate brokers are not experts concerning legal, tax, insurance, architectural design, engineering, construction, soils, minerals, chemicals, hydrocarbons, biological or radioactive items, water, above or below-ground containers that may or may not be accessible or noticeable, title, surveys, hazardous materials, including toxic mold contamination, asbestos, PCBs, or undesirable metals including lead-based paint, Americans with Disabilities Act (ADA), natural hazards, fire, flood, or earthquake, life safety, or other such matters, nor can they determine if any expert is qualified to provide advice in these areas. Such areas require special education and generally special licenses not possessed by real estate brokers. Lessee shall rely solely on its own investigation of the Property and consult with experts of their choice regarding these matters. Information regarding the Property supplied by the real estate Broker has been received from third party sources and has not been independently verified by the Broker.

3. Compliance with Laws:

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans with Disabilities Act.

4. Certified Access Specialist:

California Civil Code Section 1938 requires that LEASES for all commercial properties, entered into on or after July 1, 2012, state whether the subject premises has been inspected by a "Certified Access Specialist" and, if so, whether the property has or has not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. California Civil Code Section 55.53, et. seq., addresses the role of the Certified Access Specialist, including the preparation of a written assessment of whether the assessed site meets all applicable construction-related accessibility standards or if corrective actions are required. Such assessment will, hopefully, curtail construction related accessibility lawsuits (including claims alleging violations of the Americans with Disabilities Act) as such written assessments would serve as evidence of compliance, or non-compliance, with applicable accessibility laws.

5. Energy Use:

Effective July 1, 2014, the Nonresidential Building Energy Use Disclosure Program (AB1103) requires all owners who are going to lease, sell, or finance an ENTIRE "Nonresidential Building" located in California which is 10,000 square feet or more (less than 10,000 square feet is EXEMPT) to disclose the property's energy use data for the most recent 12 months. For reference, the following use classifications are NOT exempt: Assembly (restaurants, theaters, lecture halls, etc.), Business, Education, Institutional, Mercantile (retail), Storage (warehouses, depots, and distribution centers), Utility Garage and Parking Garage. Industrial Buildings that are utilized for manufacturing, assembly, or fabrication activities are exempt.

6. Broker's Disclosure, Warranties & Representations:

The parties hereby expressly acknowledge that Broker has made no independent determination or investigation regarding the following: a) present or future use or zoning of the property; and agree that Broker has made no representations concerning the ability of the Lessee to use the Premises as intended, nor of the sufficiency or adequacy of the Premises for their intended use, and Lessee is relying solely on its own investigation of the Premises; b) environmental matters affecting the Property; the condition of the Property, including but not limited to, structural, mechanical and soil conditions, as well as issues surrounding hazardous wastes or substances as set out above; c) violations of the Occupational Safety and Health Act or any other federal, state, county or municipal laws, ordinances, or statutes, measurements of land and/or building. Lessee agrees to make their own investigation and determination regarding such items above.

Broker makes no representation or warranty as to whether or not the improvements that are constructed on the subject property complied with the building codes that were in effect at the time that each such improvements, or portion thereof, was constructed and also with applicable laws, covenants or restrictions on record, regulations and ordinances in effect at lease commencement or close of escrow.

Lessor and Lessee acknowledge and understand that any financial statements, information, reports or written materials of any nature whatsoever, as provided by the parties to Broker, and thereafter submitted by Brokers to either Lessor and/or Lessee are provided without any independent investigation by Broker, and as such Broker assumes no responsibility or liability for the accuracy or validity of the same. Any verification of such submitted documents is solely and completely the responsibility of the party to whom such documents has been submitted.

A real estate Broker is qualified to advise on real estate. If you desire legal advice, consult your attorney. Lessor and Lessee acknowledge and agree that no warranties, recommendations, or representations are made by the Broker as to the accuracy, the legal sufficiency, or the legal effect of the tax consequences of any of the documents submitted by Broker to Lessor and/or Lessee, nor of the legal sufficiency, legal effect, or tax consequences of the transactions contemplated thereby.

7. Form Disclosure:

The Purchase Agreement and Addendum forms are provided by NAI Benchmark First Commercial for convenience only and are only for the use of the parties hereto. These forms are not mandatory, and NAI Benchmark First Commercial makes no recommendation regarding their use. All parties to the Agreement understand and acknowledge that no representation, warranty or recommendation has been made by NAI Benchmark First Commercial or its brokers, realtor associates, employees or attorneys regarding the legal effect or tax consequences of the provided forms, and each party is advised to submit the provided forms to their respective attorney prior to signature on any agreement that utilizes forms provided by NAI Benchmark First Commercial.

LESSOR: M-R Properties

By: _____ Date: June 15, 2015

Dan Dixon

Title: Property Manager and Authorized Agent for Owner

LESSEE: Community Action Partnership of Kern

By: _____ Date: 6/12/15.

Jeremy T. Tobias

Title: Executive Director

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code 2079.16)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT ("Seller" includes both a vendor and a lessor)

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

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

a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
b) A duty of honest and fair dealing and good faith.
c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT ("Buyer" includes both a purchaser and a lessee)

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

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

a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
b) A duty of honest and fair dealing and good faith.
c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

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

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advice about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth ono page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE NOTED ABOVE.

Seller's Broker is the agent of (check one): ☐ the seller exclusively; or ☒ both the buyer and seller

Buyer's Broker is the agent of (check one): ☐ the buyer exclusively; ☐ the seller exclusively; or ☐ both the buyer and seller

SELLER/LESSOR: M-R Properties

Signature: _____ Date: June 15, 2015

Seller's Broker: NAI Benchmark First Commercial

Associate: Kris Helton/Mark Ruiz _____ BRE # 01931244/01954139
Printed Name Signature

BUYER/LESSEE: Community Action Partnership of Kern dba: Head Start

Signature: _____ Date: 6/12/15

Buyer's Broker: NAI Benchmark First Commercial

Associate: Kris Helton/Mark Ruiz _____ BRE # 01931244/01954139
Printed Name Signature

NOTE: When Seller/Lessor and Buyer/Lessee are represented by different brokerage companies: (i) the Listing Agent shall have one Agency Disclosure form signed by Seller/Lessor and (ii) the Buyer's/Lessee's Agent shall have on Agency Disclosure Form signed by Buyer/Lessee and either that same or a different Agency Disclosure form presented to Seller/Lessee for signature prior to presentation of the offer. If the same form is used, Seller//Lessor may sign here:

SELLER/LESSOR: _____ Date: _____

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

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

2079.16 Reproduced on Page 1 of this AD form.

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

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

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

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

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

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Agency Disclosure

Addendum I

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, READ IT CAREFULLY

The following terms and conditions are hereby incorporated in and made a part of that certain **Standard Multi-Tenant Office Lease – Gross**, dated May 25, 2015, between M-R Properties, Lessor, and Community Action Partnership of Kern, Lessee, on the property known as 1145 N Hunter Street, Stockton, California 95202.

50. Rent Schedule: July 1, 2015, through June 30, 2019.
    Months 1-3: Base Rent $2,680 July 1, 2105 through September 30, 2015
    Months 4-12: Base Rent $4,020 October 1, 2015 through June 30, 2016
    Year 2: Monthly Base Rent $4,020 July 1, 2016 through June 30, 2017
    Year 3: Monthly Base Rent $4,020 July 1, 2017 through June 30, 2018
    Year 4: Monthly Base Rent $4,288 July 1, 2018 through June 30, 2019

    Lessor shall provide as an in-kind donation for the first three months of the lease term a reduction in rent of 25 cents per square foot.

51. Option to Renew:
    Lessee shall have the option to extend this Lease as follows: **one (1) additional four (4)** year term on all the same terms and conditions as contained in this Lease, except rent. Rent shall not be less than the rent being paid by Lessee during the last year of said Lease, plus an increase as shown below.

    A 3% annual increase for years five (5) through seven (7).

    Year 5 - $4,416.64 per month
    Year 6 - $4,549.14 per month
    Year 7 - $4,685.61 per month
    Year 8 - $4,685.61 per month

    Written notification of Lessee's intention of extending said Lease shall be given to Lessor not less than one hundred and twenty (120) days prior to the expiration of said Lease, provided that:

    A. Lessee is not in default of any of the provisions of this Lease at the time of exercise of such Option.
    B. Option to extend is personal to the original Lessee executing the Lease, and notwithstanding anything to the contrary contained in this Lease, the rights contained herein.
    C. Lessor agrees to pay NAI Benchmark First Commercial, upon Lessee's renewals, extensions, expansions, or exercising its option to extend, a commission equal to five percent (5%) of the gross income for the first one (1) years of the option period and two and a half percent (2.5%) of the gross income for the last three (3) year of the option period.

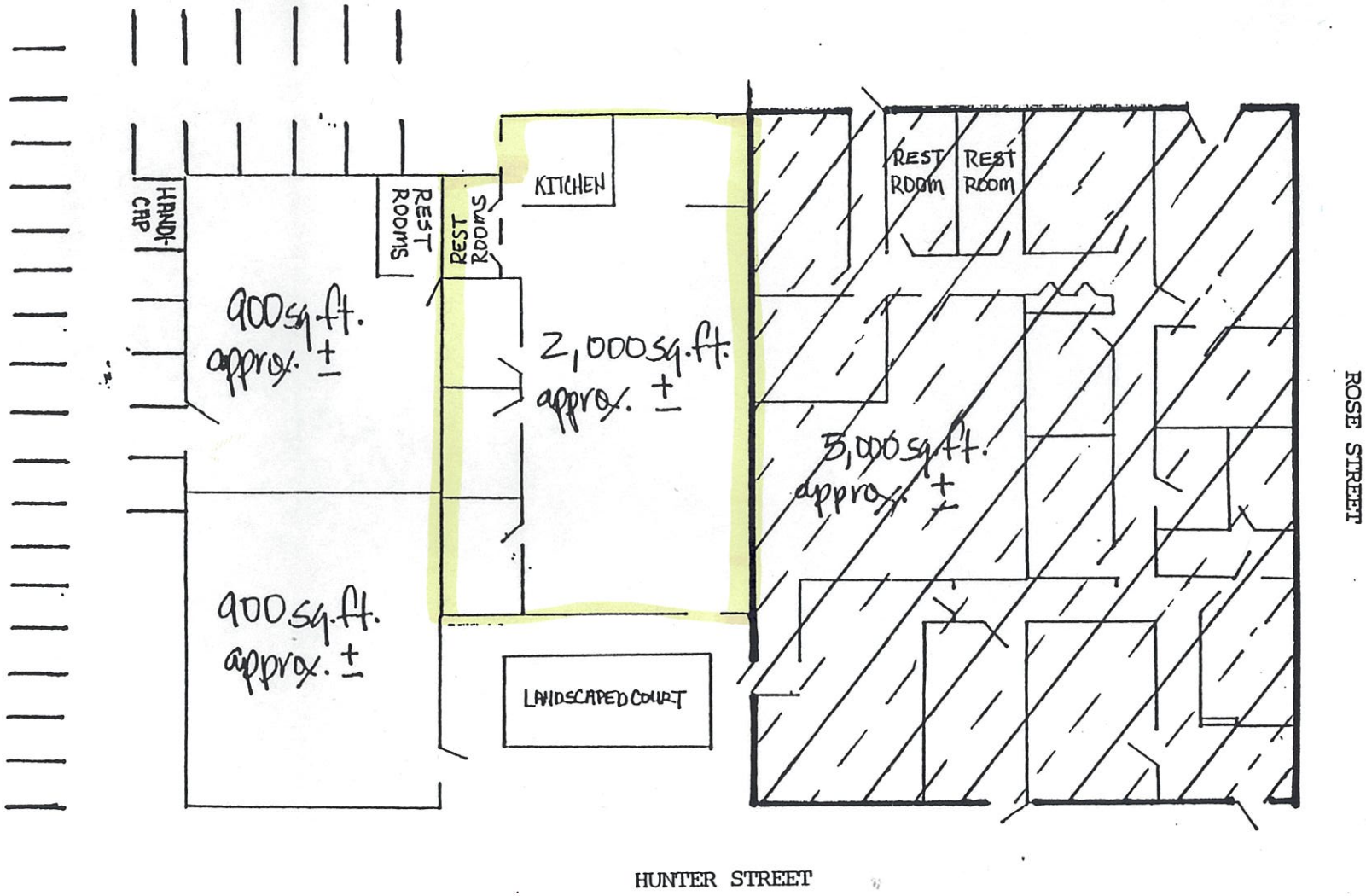
Addendum II

52. The following terms and conditions are hereby incorporated an and made a part of that certain ***Standard Multi-Tenant Office Lease- Gross*** dated May 25, 2015 and extended option dated July 1, 2019, between M-R Properties, Lessor, and Community Action Partnership of Kern, Lessee, on the property known as 1145 N Hunter Street, Stockton, CA 95202.

53. Rent Schedule: Upon completion of agreed upon improvements of the office space located at 1135 N. Hunter adjacent to Lessees currently occupied space rent shall be an additional $1,900.00 per month and will coincide with CAPK's current term of lease. Monthly rent will be $6,585.61.

AGREED TO:

OWNER:	TENANT:
M-R Properties **345 S. El Dorado Street** **Stockton, CA 95203**	**Community Action Partnership of Kern (CAPK)** **5005 Business Park North** **Bakersfield, CA 93309**
By: _____ Daniel J. Dixon Title: Property Manager / Authorized Agent	By: _____ Title:
Date: _____	Date: _____


HUNTER STREET
ROSE STREET
HNDCP
REST ROOMS
REST ROOMS
KITCHEN
900sq.ft. approx. ±
2,000sq.ft. approx. ±
900sq.ft. approx. ±
LANDSCAPED COURT
REST ROOM
REST ROOM
3,000sq.ft. approx. ±
S ↔ N

MEMORANDUM

To: Executive Committee



From: Susana R. Magana, Director of Health and Nutrition

Date: December 15, 2021

Subject: *Agenda Item 5e*: MCAP Kern Office Lease 3rd Amendment – **Action Item**

In October 2021, CAPK was advised by the Department of Social Services that the MCAP contract would receive an additional $17.5 million in funding. Staff worked with finance staff to determine the number of additional staff that would need to be hired to be able to administer the additional funding. The current office space cannot accommodate the additional staff that will need to be hired and it was necessary to look for additional office space.

The additional office space identified is the suite next door to the current MCAP Kern office. The two suites are already connected, which makes it perfect to expand and accommodate the additional staff. Business Services staff contacted our current landlord, DPSI to request a 3rd amendment to the current lease to include the additional space. The 3rd amendment has been drafted and is waiting to be executed and be effective 1/1/2022 to 6/1/2025.

The 3rd amendment requires the Board approval, since the lease amendment is for three (3) years for a total of $334,092 and exceeds the maximum authorization amount for the Chief Executive Officer.

Recommendation:

Staff recommends approval of MCAP Kern Office Lease 3rd Amendment and approval for the Chief Executive Officer to execute the contract.

Attachment:

3rd Amendment to Lease

3rd AMENDMENT TO LEASE

This Third (3rd) Amendment to Lease is made on November 8, 2021, by and between Diversified Project Services International, Inc. "Lessor" and Community Action Partnership of Kern (CAPK) "Lessee".

RECITALS

Lessor and Lessee executed a written Standard lndustrial/Commercial Multi-Tenant Lease Gross agreement "Lease" dated June 15, 2016 with 1st Amendment to Lease dated February 27, 2019, and 2nd Amendment to Lease dated July 1, 2021 attached hereto as Exhibit "A" for the Premises located at 5351 Olive Drive, Suite 200 , Bakersfield, California. Lessor and Lessee hereby desire to amend Section 1.2(a)"Premises", Section 1.5 "Base Rent" of the Lease in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

Section 1.2(a). "Premises" shall hereafter be amended to provide as follows:

Effective January 1, 2022 the Premises shall generally be described as: Approximately 5,033 rentable square feet of office space made of Suite 200 at 2,833 square feet plus 168 square foot supply room and Suite 300 at 2,032 square feet.

Section 1.5 "Base Rent" shall hereafter be amended to provide as follows:

Effective January 1, 2022 the Base Rent and Monthly Installments of Rent shall be as follows:

January 1, 2022-June 30, 2022	$8,506/Month ($1.69/SF)
July 1, 2022-June 30, 2023	$8,757/Month ($1.74/SF)

Lessee shall have the option to extend the term of this Lease for Three (3) Twelve (12) month period(s) commencing when the prior term expires with at least thirty (30) but not more than ninety (90) days prior to the date that the option period would commence, time being of the essence. The base rent shall be increased to the following amounts on the dates set forth below:

July 1, 2023-June 30, 2024	$9,009/Month ($1.79/SF)
July 1, 2024-June 30, 2025	$9,277/Month ($1.84/SF)
July 1, 2025-June 30, 2026	$9,555/Month ($1.90/SF)

All other terms and conditions of the Lease shall remain in full force and effect.

AGREED AND ACCEPTED:

LESSOR:	LESSEE:
Diversified Project Services International, Inc.	Community Action Partnership of Kern (CAPK)
By: _____	By: _____
Christina Bottoms	Jeremy T. Tobias
Title: VP, Operations	Title: Executive Director
Dated: _____	Dated: _____

EXHIBIT "A"

Attached hereto and made a part of the Third (3rd) Amendment of Lease dated November 8, 2021, by and between Diversified Project Services International, Inc. as "Lessor" and Community Action Partnership of Kern (CAPK) as "Lessee".

LEASE
(attached hereto)

MEMORANDUM

To: Executive Committee

From: Pritika Ram, Director of Administration

Date: December 15, 2021

Subject: *Agenda Item 5f*: COVID-19 Pandemic Community Vaccine Efforts – **Info Item**

Recently, our agency has learned of two (2) National efforts to address local vaccine adoption aimed at partnering with local community-based organizations, specifically Community Action Agencies (CAAs).

In November 2021, we were approached by the National Community Action Partnership (NCAP) office on a Vaccine Outreach Project led by the Association of State and Territorial Health Officials (ASTHO) to increase vaccine adoption in Kern County, CA. Additionally, the Office of Community Services (OCS), in partnership with the Office of Family Assistance (OFA), announced the COVID and Safety Net Innovation (CASI) Technical Assistance (TA) initiative. This new initiative, led by BLH Technologies, Inc., is designed to explore the resiliency of the safety net, to support responses to the COVID pandemic, and to prepare the safety net for future crises. CASI sites will receive T&TA, engage in peer learning, and be part of a feedback loop with OCS and OFA. This initiative is targeted toward Community Services Block Grant (CSBG) eligible entities. Applications are due on December 21, 2021.

For both COVID and vaccine projects, details of the program design are under development. However, participants will have opportunities to expand current safety net efforts and develop plans that reimagine our local safety net. At this time, staff will move forward with expressing our interest to be included as these efforts move to the next phase of programmatic and financial development and implementation. We intend to work alongside our local partners that are leading vaccine education and adoption efforts in Kern County and help enhance their efforts with these initiatives.

Staff will continue to keep the board updated on our efforts.

MEMORANDUM

To: Program Review and Evaluation Committee

From: Rebecca Moreno, Director of Community Development

Date: December 15, 2021

Subject: *Agenda Item 5g*: United Way of Stanislaus County Proposal for CAPK Coordinated Entry System (CES) - **Action Item**

The United Way of Stanislaus County and the Department of Human Services for Stanislaus County approached the CAPK Coordinated Entry System (CES) with a Request for Proposal. They are seeking assistance with providing services including staffing, software/call center technology, and all related infrastructure to successfully assist their Coordinated Entry System in relieving bottlenecks in their current process flow and inquired about expanding operations to their service area. After reviewing the request for proposal, discussion with leadership, and the CAPK Coordinated Entry System staff, the agency has responded to the RFP with a formal submission. Currently, our 2-1-1 Kern Call Center provides back-office support to the United Way of Stanislaus.

Based on our successful operation of the Kern County Coordinated Entry System, in partnership with the Kern CoC Bakersfield-Kern Regional Homeless Collaborative and local homeless service providers, it is reasonable to expand our CES network to an existing partner and service area. For reference, Stanislaus County reported for their 2019 Point in Time Count 1,923 persons experiencing homelessness. Kern County reported 1,330 persons experiencing homelessness for that same year.

2019 Stanislaus County Point-In-Time Count				
Sheltered			Unsheltered	Total
Emergency	Transitional	Safe Haven		
662	173	0	1,068	1,923

The number of persons reported for Stanislaus County is similar to Kern County's reported data, however, we anticipate with the successful award, we will experience an increase in call volume with shorter wait times for services and improvement in process flow. The proposal includes additional 2-1-1 Information and Referral Specialist, along with new team of CES to handle the expansion contract. The amount proposed is $238,926.00 beginning January 2022 through June 2022, and if awarded, the contract duration will be extended up to three years.

Overall, the opportunity to expand to a new county through a trusted partner like the United Way, will allow CAPK to apply our quality of service through the CES program to better serve the community in Stanislaus County.

RECOMMENDATION

Staff recommends that the Executive Committee authorize the Chief Executive Officer to execute the contract for services with the United Way of Stanislaus County for Coordinated Entry System and allow for the execution for additional documents as needed.

Community Action Partnership of Kern
Consent Funding Request
December 2021

Funding Type	State	**CAPK Program**	CAPK Administration
Funding Agency	County of Kern – Employers Training Resource	**Project Name**	California Small Business COVID-19 Relief Grant Program
CFDA	N/A	**Target Population**	Small business owners
Request	$29,900.00	**Division Director**	Pritika Ram
Award Period	1/1/2021 – 11/30/2022	**Program Manager**	N/A
Description	To provide outreach, assessment, and technical assistance to microbusinesses in Southwest Kern County and Bakersfield for the Microbusiness COVID-19 Relief Grant Program. The program is geared towards small businesses with 4 or less employees, who were operational in 2019, and negatively impacted by COVID. Businesses self-attest and can receive $2,500.00.		

Funding Type	Private	**CAPK Program**	Food Bank
Funding Agency	Citizen Business Bank	**Project Name**	Food Bank Initiative
CFDA	N/A	**Target Population**	Homeless and low-income individuals and families in Kern County
Request	$7,500.00	**Division Director**	Susana Magana
Award Period	2022	**Program Manager**	Joseph Chavez
Description	Support for the CAPK's Emergency Food Assistance Program focused on homeless and low-income individuals and families in Kern County.		

Funding Type	Federal	**CAPK Program**	Executive Team
Funding Agency	USDA	**Project Name**	Community Food Projects Competitive Grants program
CFDA	10.225	**Target Population**	Low-income individuals and families in Kern County
Request	$35,000	**Division Director**	Pritika Ram
Award Period	Start date: September 30,2022. Term: 12 to 36 months	**Program Manager**	N/A
Description			

Date Presented/Approved

Policy Council: _____ PRE Presentation: _____ B&F Approval: _____ Board Approval: _____

MEMORANDUM

To: Executive Committee Meeting



From: Freddy Hernandez, Director of Youth & Community Services

Date: December 15, 2021

Subject: *Agenda Item 6a*: Resolution to Approve the Submission of the 2022 Low Income Home Energy Assistance Program (LIHEAP) Contract 22B-4012 – **Action Item**

On December 1, 2021, the California Department of Community Services and Development (CSD) provided the Energy Program with the 2022 LIHEAP contract. The contract provides funding to assist qualified low-income Kern County residents with Utility Assistance and Weatherization services. The contract period will be from November 1, 2021, through June 30, 2023. The total funding amount for the LIHEAP 2022 contract is $7,129,494.

The contract allows CAPK's Energy Program to assist eligible low-income Kern County households with their heating and colling energy costs, bill payment assistance, energy crisis assistance, weatherization, and energy related home repairs at no cost to the participants. This program supports the federal and state efforts to answer the concerns of rising energy prices and to assist low-income households with heating and cooling costs. The work connects to CAPK's mission and Strategic Goal 3, advancing economic empowerment and financial stability for low-income people in the community we serve.

The contract format is the same as prior contracts, with no major changes. In order to execute this contract a Board Resolution must be submitted with the contract package.

Recommendation:

Staff recommends that the Executive Committee approves with Resolution, the 2022 LIHEAP contract number 22B-4012 and authorize the Chief Executive Officer to execute the contract and any future amendments throughout the duration of the contract term.

Attachments:

Resolution #2021-30
CSD LIHEAP Contract #22B-4012

RESOLUTION # 2021-30

A Resolution of the Board of Directors
of the Community Action Partnership of Kern
Approving the Submission of the 2029 LIHEAP Contract

The Executive Committee of the Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on December 15, 2022, in Bakersfield, California at a scheduled Executive Committee meeting and resolved as follows:

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

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

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

WHEREAS, the State of California Department of Community Services and Development has offered a 2022 LIHEAP 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 LIHEAP contract.

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as the Partnership's representative signatory with regard to the submission of the 2022 LIHEAP Contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors Executive Committee of Community Action Partnership of Kern, this 15th day of December 2021.

Curtis Floyd, Chair
CAPK Board of Directors

Date

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER **22B-4012**	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: November 1, 2021 through June 30, 2023

3. The maximum amount of this Agreement is: Total $7,129,494.00

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 Construction, Administration, Procedure*
Article 3 - Contract Changes*
Article 4 - Administrative Policies and Procedures*
Article 5 - Administrative and Program Expenditures Requirements*
Article 6 - Reporting Policies and Procedures*
Article 7 - Program Policies and Procedures*
Article 8 - Program Implementation*
Article 9 - Training, Licensing and Certifications*; Article 10 - Compliance Policies and Procedures*
Article 11 - Federal and State Policy Provisions*; Article 12 - General Terms and Conditions GTC 04/2017*
Article 13 - Definitions*; Article 14 - Table of Forms and Documents Incorporated by Reference*

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

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

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Community Action Partnership of Kern**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 5005 Business Park North, Bakersfield, CA 93309				
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
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		

DocuSign Envelope ID: 491227A8-DDC2-4398-B902-4E121C68A1B1

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

December 1, 2021

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2022 Low-Income Home Energy Assistance Program (LIHEAP) contract. On October 29, 2021, the Department of Community Services and Development (CSD) received the initial 2022 LIHEAP grant award from the United States Department of Health and Human Services (HHS) in the amount of $179,228,041 representing 90 percent of the funding level for the 2021 LIHEAP grant year. With the issuance of the 2022 LIHEAP contract, CSD is releasing $144,344,981 to local LIHEAP Service Providers (LSPs). CSD will issue amendment(s) to facilitate the release of any additional 2022 LIHEAP grant funds released by HHS.

It is important to note that CSD will not process any claims for 2022 LIHEAP contract reimbursement or issue any 2022 program year utility assistance benefits until your contract is fully executed. To avoid gaps in LIHEAP service delivery, LSPs are encouraged to continue assistance delivery under all available open LIHEAP contracts while completing the execution of the 2022 LIHEAP contract. Contact your field representative if you need assistance moving funds within the components of your open LIHEAP contracts.

CSD received 34 comments on the 2022 LIHEAP draft contract. In accordance with received comments, CSD modified 2022 LIHEAP contract provisions to reflect the following: removed provisions requiring use of the Wood, Propane and Oil (WPO) Benefit Formula Policy to formulate WPO assistance levels to eligible applicants; updated Information Technology Automation Cost language to clarify procurement is not required for the maintenance, improvement, and updating of existing third-party vendor systems; and removed the maximum average weatherization investment per unit cap when an energy audit is performed. These amended or deleted contract provisions are reflected in the 2022 LIHEAP contract. Additionally, in response to several comments regarding weatherization reimbursement limits and cost increases to weatherization materials, CSD plans to conduct a measure cost analysis in the 2022 calendar year for measures with the highest number of recorded waiver requests including Heating and Cooling and Water Heating measures. A Program Notice will be issued to inform the Network of any cost increases identified by the measure cost analysis.

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In addition, CSD completed 2022 LIHEAP program year updates to the Expenditure Activity Reporting System and is in the process of completing updates to the Combined Outcome Reporting Engine (CORE) systems. CSD anticipates the CORE system will be available for use on December 3, 2021.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Director
Attachments

MEMORANDUM

To: Executive Committee

From: Jennifer Jordan, 211 Program Administrator

Date: December 15, 2021

Subject: *Agenda Item 6b*: Approval of the Contract for Services Agreement with the United Way Fresno and Madera County for 2-1-1 Call Center Services – **Action Item**

As reported during the August 11, 2021, Program Review & Evaluation (PRE) Committee, Community Action Partnership of Kern (CAPK) was awarded the contract with the United Way Fresno and Madera Counties (UWFM) for 2-1-1 call handling services and special projects administered by the 2-1-1 Kern Call Center.

CAPK is entering into a contract services agreement with the UWFM in the amount of $92,130.36. The fee structure is based on Tier Pricing, as described in the attached contract under Tier Pricing Structure. When inquiries exceed the Tier 1 limit, pricing will move to Tier 2, then to Tier 3. Renegotiation of annual fee will be discussed when inquiries exceed the Tier 3 range. The term for this services agreement is for a (1) year period, with a start date of December 28, 2021, and an end date of December 31, 2022. Based on satisfactory services, the contract will be extended, thus the fee will increase annually by 5%. We anticipate that the second year is in the amount of $96,736.87, and the third year is in the amount of $101,573.71.

Through the contract scope of work, the 2-1-1 Call Center program will provide 24/7 Information and Referral (I&R) services to Fresno and Madera County residents, including information and call handling services and bi-directional texting. This will also include special projects, such as appointment scheduling for the Volunteer Income Tax Assistance (VITA) and Relief for Energy Assistance through Community Help (REACH). The 2-1-1 call center Specialists are fully trained to provide professional, and neutral customer service, and the Information & Referral Call Specialists provide callers confidential, appropriate, unbiased health and social service referrals and advocacy.

Recommendation

Staff recommends the Board of Directors authorize the Chief Executive Officer to execute the United Way Fresno and Madera County Contract for Services Agreement and any future amendments during the term of the contract.

Attachments:
United Way Fresno/Madera Contract
United Way Fresno/Madera Budget

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CONTRACT FOR SERVICES

BETWEEN

United Way Fresno and Madera Counties
("UWFM")

- AND –

Community Action Partnership of Kern
("CAPK").

United Way Fresno and Madera Counties

This Contract for Services hereafter referred to as "Contract," outlines the arrangement between COMMUNITY ACTION PARTNERSHIP OF KERN 501(c)(3) nonprofit corporation, an Independent Contractor, hereafter referred to as ("CAPK") and UNITED WAY FRESNO & MADERA COUNTIES, hereafter referred to as ("UWFM"). CAPK and UWFM are the only parties to this Contract.

The UWFM's principal place of business is located at 4949 E Kings Canyon Road, Fresno, CA 93727. CAPK's principal place of business is located at 5005 Business Park North, Bakersfield, CA 93309

UWFM desires to engage with CAPK to perform as the call center for County of Fresno, and provide specific services and deliverables as outlined in this Contract. In consideration of the foregoing representations, UWFM and CAPK have agreed upon the terms and conditions as stated in this Contract as follows:

1. TERM OF THE CONTRACT

The term of this Contract shall be 12/28/21 through 12/31/2022. This Contract may be terminated with or without cause upon ninety (90) days' written notice of either party to this Contract. All provisions of this Contract shall apply to all services and all periods of time in which CAPK renders services for or on behalf of UWFM as noted in Section 10 of this Contract. Terms of payment will be based on a negotiated payment schedule, as outlined in Exhibit A "Fee Schedule," attached and incorporated herein by this reference, contingent upon satisfactory completion and delivery of services outlined in Section 10 of this Contract and related required reporting, as outlined in Exhibit B "Service Level Agreement," attached and incorporated herein by this reference.

Amendments to this Contract shall be made by written agreement of CAPK and the UWFM.

2. GOVERNANCE

CAPK and the UWFM agree to a shared governance model based on the fundamental value of collaboration. The parties recognize and respect the relationships and networks each brings to 211 Call Center Programs/Outcomes and will work to ensure that these relationships are strengthened and leveraged as a result of this Contract. The identified designees from CAPK and the UWFM will be responsible for maintaining alignment between the implementation of the 211 Call Center programs/outcomes and their respective organizations and designees are named in Exhibit B.

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3. MEETINGS AND COMMUNICATION

CAPK and UWFM anticipate open, honest and accessible communication. The identified designees from CAPK and UWFM will meet as needed to set direction and review program progress, including the agreed-upon outcomes, major milestones and overall project progress. CAPK and UWFM agree to include each other in community meetings of relevance to UWFM's home county. The identified designees from CAPK and UWFM will hold meetings, either by phone or in person, as needed and agreed upon by designees. Daily meetings will be held via telephone, when necessary, such as when UWFM's home county is in disaster response mode.

4. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CAPK is an independent contractor and not an employee, agent, joint venture or partner of UWFM. Nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employee and employer between CAPK and UWFM or any employee or agent of CAPK. Both parties acknowledge the CAPK is not an employee for state or federal tax purposes and is not eligible for any of UWFM's employee benefits. CAPK acknowledges that it is independently governed as a 501(c)(3) nonprofit corporation and engaged in the independent business of providing information and referral services.

5. LICENSING REQUIREMENTS

CAPK warrants that CAPK has complied with all federal, state and local business permits and licensing requirements necessary to conduct business. CAPK shall provide documentation of its permit and licensure status upon request of UWFM.

6. TAX RESPONSIBILITIES

A. CAPK acknowledges that it has complied with all necessary federal, state and local tax requirements, shall file all of the necessary tax returns and pay all of the necessary taxes. UWFM shall not assist CAPK with any federal or state income tax withholdings or make any tax contributions on behalf of CAPK. CAPK shall provide periodic proof of withholding and payment of all required State and Federal taxes and payroll contributions upon request.
B. No payroll or employment taxes of any kind shall be withheld or paid by UWFM on behalf of CAPK, including without limitation, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, workers compensation, and state unemployment tax. CAPK agrees that it shall pay all of the foregoing items.

7. INSURANCE

A. CAPK represents and warrants that it currently has in force and shall maintain in force during the duration of this Contract a policy of comprehensive general liability insurance, underwritten by an insurer approved to do business within the State of California with limits of not less than $1,000,000 per occurrence and $2,000,000 in aggregate. In addition, CAPK represents and warrants that it has in effect and shall maintain during the duration of this

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Contract professional liability insurance for the principals, employees and agents of CAPK. CAPK shall be responsible for the payment of all premiums and deductibles with relationship to said insurance. CAPK shall provide a certificate of insurance and shall arrange for the carrier to provide notice to UWFM in the event the insurance lapses or is not renewed. The certificate must include the additional Insured of UWFM, its officers, agents, employees and volunteers. It must include the standard endorsement form CG20111185 or equivalent. The policy is deemed primary insurance. A minimum of thirty (30) days' notice of cancellation or changes to coverage need to be listed on the certificate of insurance.

B. CAPK represents and warrants that it has obtained statutory workers' compensation insurance for all of its employees and agents, as required by law, and CAPK agrees to indemnify and hold harmless UWFM from all loss, cost, or damages, including attorney's fees, arising out of or related to any actions or claims for injury, disability, debt, or any other event compensable under workers' compensation insurance for any employee or agent of CAPK. CAPK shall provide an insurance certificate showing said coverage in effect for the duration of this Contract.

C. CAPK agrees that UWFM has no obligation to insure CAPK or any of its property, employees, or activities, in any manner.

8. PERFORMANCE OF SERVICES

CAPK shall retain the right to perform similar services for other entities during the term of this Contract. UWFM reserves the right to inspect, stop work, and prescribe alterations to work to ensure its conformity with that specified in the Contract.

9. TIME AND LOCATION OF WORK

CAPK shall perform the services required by this Contract at the CAPK's facility. CAPK and UWFM shall agree on a schedule by which CAPK shall be on-site at UWFM's facility for meetings as needed although largely virtual. CAPK and UWFM shall agree on schedules by which certain work is to be completed or performed. Any schedules mentioned in this paragraph shall be put in writing.

10. SCOPE OF WORK: SERVICES

A. CAPK will provide the following services during the term of this Contract:
   1) CAPK agrees to provide trained staff persons, no less than sixty percent (60%) of whom shall be bilingual (Spanish) persons, who will provide 24/7 211 Call Center coverage for the UWFM at the CAPK's Kern County site.
   2) Pay all required payroll taxes including, but not limited to, Workers' Compensation, for all staff providing telephone coverage for CAPK.
   3) Submit invoices to the UWFM no later than the twentieth (20TH) of the month for the preceding month. The invoice shall be signed/dated by an authorized CAPK supervisor.

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Project deliverables include call center statistics provided via monthly reports outlined in Exhibit B "Service Level Agreement."

4) Participate in quarterly meetings as needed with the UWFM administrative staff to discuss any outcome/contractual concerns as well as any changes in procedures that may affect coverage.
5) Provide multiple language coverage to UWFM's home county through teleinterpretation services. CAPK will include in its monthly invoice the previous months' teleinterpretation charges incurred on behalf of UWFM.
6) Provide equipment necessary to utilize the iCarol database. CAPK will establish and maintain support with a technology partner of its choice.
7) Provide two-way texting services as outlined in Exhibit E "Two Way Texting," attached and incorporated herein by this reference.

B. UWFM will provide the following services during the term of this Contract:
1) Provide CAPK with updated information regarding community developments that may change the demand or types of service requests such as community crises, significant events and updated disaster response information, as outlined in Exhibit D "Disaster Activation" attached and incorporated herein by this reference.
2) Provide CAPK with accurate information and referral information/resources.
3) Participate in quarterly meetings with CAPK administrative staff as needed to discuss outcome/contractual concerns as well as any changes in procedures that may affect coverage.
4) Support CAPK staff's use of UWFM'S I&R database.
5) UWFM shall use its reasonable best efforts to provide advance warning on activities that may lead to changes in call volume (*e.g.*, outreach, etc.).
6) UWFM may request Special Projects to CAPK in advance of project start date, as outlined in Exhibit C "Special Project Assignment," attached and incorporated herein by this reference.

11. PRODUCTS AND DELIVERABLES

Products and services will be delivered as described above and in Exhibit B.

12. DISPUTE RESOLUTION

In the event of a disagreement between the parties to the Contract as the terms, obligations, responsibilities or activities described in this Contract, the parties agree to negotiate in good faith to resolve those disputes.

13. TERMS OF PAYMENT

In consideration for the services to be performed by CAPK, CAPK shall receive payment as detailed in Exhibit A. CAPK shall submit an invoice (*include Tax I.D. Number*) to UWFM for all services rendered on the twentieth (20TH) day of each month. Invoices are due and payable by UWFM within 30 days upon receipt of this invoice. Payments made after 30 days from receipt of the invoice will be considered

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"late payments" and will be subject to a 3% charge monthly until that payment is received by CAPK. UWFM will pay CAPK 1/12th of the full contract upfront due at signing of the Contract according to payment schedule in Exhibit A. CAPK shall email all invoices to: invoices@uwfm.org and ebauer@uwfm.org

14. EXPENSES

CAPK shall be responsible for all costs and expenses incidental to the performance of services for UWFM, including without limitation, all costs of fees, fines, licenses or taxes required of or imposed against CAPK and all other of CAPK's costs of doing business.

15. EMPLOYMENT OF ASSISTANTS

CAPK, at CAPK's own expense and with agreement of UWFM, may hire sub-contractors to perform services with or on behalf of CAPK. All such sub-contractors shall be employees or contractors of CAPK and not of UWFM. CAPK shall assume full responsibility for sub-contractors assistants, including but not limited to state and federal taxes, unemployment insurance, social security, workers compensation and other applicable taxes or withholdings. This Contract, however, may not be assigned, except with the express written approval of UWFM.

16. INDEMNIFICATION

CAPK agrees to indemnify, defend and hold harmless UWFM from any and all liabilities, including attorney's fees, arising out of or in any way related to CAPK's performance of services for UWFM, as fully as is permitted by the laws of the State of California. UWFM agrees to indemnify, defend and hold harmless CAPK from any and all liabilities, including attorney's fees, arising out of or in any way related to UWFM's performance, as fully as is permitted by the laws of the State of California.

17. TERMINATION

This Contract may be terminated with or without cause upon ninety (90) days' written notice of either party to this Contract.

18. PARTIAL INVALIDITY

Each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Contract or the application of such provision, to any extent, is found to be invalid or unenforceable, the remainder of this Contract or the application of such provisions shall remain in full force and effect without impairment or invalidation.

19. INTERPRETATION

Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders,

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and the word "party" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, or any other entity.

20. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of California.

21. JURISDICTION AND VENUE

For purposes of jurisdiction, this Contract shall be deemed made in the City of Fresno, California, and for the purposes of venue, this contract shall be deemed to be performed in the City of Bakersfield, California.

22. MODIFICATION IN WRITING

This Contract may be modified only by written notice executed by the party(ies) to this Contract against whom enforcement of such modification is sought.

23. NOTICES

All notices or other communications required or permitted to be given to a party to this Contract shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery to the addresses shown below, or will be sent, with the expectation that the sender will confirm receipt by the recipient via email. Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the United States Postal Service's return receipt. Any party to this Contract may give notice of a change of its address to the other party(ies) to this Contract.

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

5005 Business Park North,
Bakersfield, CA 93309
Phone: (661) 336-5236

UNITED WAY FRESNO & MADERA COUNTIES (UWFM)
4949 E Kings Canyon Road,
Fresno, CA 93727
Phone: (559) 244-5710

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24. ENTIRE CONTRACT

This Contract contains the entire agreement between the parties to this Contract with respect to the subject matter of this Contract and supersedes all prior understandings, agreements, representations and warranties, if any, with respect to such matter.

EXECUTED IN THE CITY OF **Fresno, California** DATE _____

COMMUNITY ACTION PARTNERSHIP OF KERN:

By: _____

Signature

_____

Printed Name

_____

Title

UNITED WAY FRESNO & MADERA COUNTIES

By: _____

Signature

_____

Printed Name

_____

Title

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Exhibit A
Fee Schedule

1. **COST OF SERVICES RENDERED**
   For services rendered as detailed above from Contract start date through Contract end date, UWFM shall pay CAPK an annual fee of $92,130.36 for 211 call handling in the County of Fresno, and VITA call handling for a Contract total of $7,677.53 per month, for twelve (12) months. UWFM will pay CAPK one month's fee ($7,677.53) as an advance payment due at signature of the Contract.

2. **INVOICING AND PAYMENT FOR SERVICES**
   UWFM will be invoiced on a monthly basis as stated above. Payment for services shall be $92,130.36 the first year invoiced at $7,677.53 per month for the described scope. The fee will increase annually by 5% (year 2 fee is $96,736.87 and year three fee is $101,573.71). This fee structure is based on Tier1 Pricing. When inquiries answered exceed Tier 1 limit, pricing will move to Tier 2, then Teir 3. CAPK will notify UWFM when the next pricing tier is reached. When inquiries answered exceed Tier 3 range, CAPK will initiate discussions with UWFM for renegotiation of the annual fee.

3. **BASIS OF COST**
   This cost is based on the estimate of 18,000 presented 211 calls, 5,000 presented VITA calls which includes scheduling tax appointments, and 6,000 County of Fresno calls expected by 211 Fresno County during the Contract period. Significant changes in call or text volume may lead to a review of this Contract.

4. **EXCLUSIONS**
   Cost above does not include the cost of 2-way texting, chat, telephony and tele-interpretation cost. CAPK will include in its monthly invoice the previous month's interpretation, telephony, and texting charges incurred on behalf of UWFM which are in addition to the monthly fees noted above.

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Exhibit B
Service Level Agreement

UWFM and CAPK recognize that call center availability is critical to the operation of 211 Fresno County, for whom CAPK is providing Call Center Operations. CAPK backs its commitment and focus on operational excellence and reliability with the following service level assurances:

1. **QUALITY and RELIABILITY**
   - CAPK commits to providing high quality Information and Referral service to 211 Fresno County callers/texters and commits to working with UWFM in good faith.
   - All referral information given to callers/texters will be drawn from the 211 Fresno County referral database.
   - CAPK commits to providing 211 Fresno County callers/texters with reliable access to 211 Call Specialists and will complete a line check on 211 Fresno County lines each day.

2. **REPORTING**
   - CAPK will provide monthly reports to UWFM by the 15th of the following month via the automated telephony reporting system. Monthly reports will cover the following areas:
     - "*Queue Offered*" (formerly Calls presented/offered): Number of calls from 211 Fresno County lines that enter a 211 Fresno County queue in the CAPK phone system, whether or not a Call Specialist picked up the call.
     - "*Inbound Handled*" (formerly Calls handled): Number of presented calls that are connected to an CAPK Call Specialist while the call is active.
     - "*Abandons*" (formerly Abandoned calls): A call that entered a 211 Fresno County queue, but which was not answered because the caller hung up before the phone system was able to send the call to a Call Specialist.
     - "*Short Abandons*" (formerly Abandoned within 60 seconds): Number of calls abandoned within 60 seconds.
     - "*Callback Requests*": Number of calls that entered a Fresno County queue and requested a callback instead of waiting for an agent to become available. The phone system will hold the caller's place in queue and will automatically call the person back when the call is first in queue and a Call Specialist is available.
     - "*Average Speed of Answer (ASA)*" (formerly Average seconds to answer): Average amount of time callers/texters waited after choosing a queue option (i.e English/Spanish) before being connected with a Call Specialist. Includes time the caller was actively waiting on hold and time in the automated callback system. Does not include abandoned calls.
     - *Inbound Average Handle Time (AHT)*: Amount of time the Call Specialist spent actively handling the call. Includes hold time.

3. **COMMUNICATION REGARDING SYSTEM ISSUES**
   - For the purpose of continuity of services, UWFM and CAPK understand that the priority of staffing during an outage is to resolve the call center issues affecting normal operations.

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- CAPK will notify UWFM immediately when a service issue is identified as originating with systems overseen by 211 Fresno County (including phone routing or database services).
- CAPK will notify UWFM via a phone call or text as soon as possible when a service issue is identified as originating with the CAPK system. In order to focus all resources on correcting any system issues, this notification will occur as soon as basic troubleshooting (generally taking no longer than 30-45 minutes) is completed.
- Should a service issue originating with the CAPK system be identified and corrected through basic troubleshooting prior to UWFM being notified, an email will be sent to the primary UWFM contact describing the time, length and nature of any service disruption to 211 Fresno County calls.

4. CONTACTS

- **CAPK**
  - **Primary Contact for CAPK:** Martha Gonzalez, 211 Kern County Program Supervisor
  - **Secondary Contact for CAPK:** Traco Mathews, Chief Program Officer
- **UWFM**
  - **Primary Contact for UWFM:** Emily Bauer, 211 Program Manager
  - **Secondary Contact for UWFM:** Coreen Campos, Vice President of Impact and Resource Development

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Exhibit C
Special Project Agreement

Special Projects are defined as UWFM requests that involved a one time or ongoing change to the nature of services or service provision provided by CAPK, require significant changes to day to day CAPK I&R processes, necessitate CAPK technology projects or additional reporting provided by CAPK for UWFM or initiatives of the UWFM service that require a significant increase in CAPK resources to manage.

Such requests will be presented by UWFM to CAPK in advance of project start and may incur separate fees to be agreed upon in advance of project start by UWFM and CAPK.

- UWFM commits to providing ample advance warning on activities that may lead to changes in call volume (outreach, etc.) and on special project development.
- If/when special projects are developed, UWFM commits to providing the following information to CAPK so that a budget for the project can be developed and logistical planning for the project can be coordinated between CAPK and CILENT:
    - Description of special project including associated outreach;
    - Description of any change in the nature of service (i.e. project specific reporting and protocol); and
    - Anticipated change in call volume during/after the project period.

If or when the special project includes a grant, fee for service or similar, CAPK will request approval from UWFM prior to soliciting a grant or funding opportunity that covers Fresno or Madera Counties.

Budget implications will be determined and approved ahead of time by UWFM and CAPK.

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Exhibit D
Disaster Activation

1. COMMUNICATION IN THE EVENT OF A DISASTER IN FRESNO COUNTY

- In the event of a disaster in Fresno County or if UWFM anticipates that a disaster is likely there, UWFM will contact CAPK to provide local information and updates in an easy to relate format for staff.
  - UWFM will maintain updated disaster resources in its CRM system and will also provide CAPK Program Manager, via e-mail, with real time information as it becomes available.
- If CAPK becomes aware of a major incident/disaster affecting Fresno County through its caller reports and CAPK has not been contacted by 211 Fresno County staff, CAPK will attempt to contact both primary and secondary UWFM contacts.
- CAPK commits to uphold the primary relationship of UWFM and Fresno County local emergency services organizations and will only contact the emergency organizations directly when UWFM contacts are not available or when advised to do so by UWFM staff.

2. DISASTER ACTIVATION

- Disaster Activation refers to activation of the CAPK 211 team in order to respond to a major event/disaster situation. The decision of whether to activate for Fresno County incident is made by UWFM. Disaster Activation includes making increased CAPK resources, staff, management, and related services, available as needed to manage response to the incident.
- Disaster Activation may result in additional expenses being incurred by CAPK to support services for Fresno County. UWFM agrees to reimburse CAPK for expenses incurred by CAPK related to the provision of services to 211 Fresno County while it has requested Disaster Activation.
- CAPK is able to enter Disaster Activation without confirmation from UWFM if its contacts are not available.
- UWFM and CAPK agree that activating in Disaster Mode may result in additional expenses being incurred by CAPK to support disaster level services for Fresno County. Approval from UWFM will be necessary if costs exceed $1,000 before further expenses are incurred unless extenuating circumstances have cut off communication between CAPK and UWFM who agrees to reimburse CAPK for reasonable expenses incurred by CAPK related to the provision of services to 211 Fresno County while in Disaster Mode.

3. HANDLING CALLS DURING DISASTER

- UWFM is responsible for providing CAPK with information to be provided to callers/texters during an incident. Information can be entered into the 211 Fresno County database or UWFM can provide a set of information sources to be used (e.g. Fresno County Office of Emergency Services site). In any case, information must be presented in an accessible manner for use by Call Specialists. In time of disaster, resources will be shared in a mutually agreed upon method and in the event that call volume spikes, UWFM

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and CAPK will work collaboratively to identify a solution (I.e. UWFM remote call specialist volunteers, temporary increased CAPK Staffing).

- Data collection for calls during a Disaster Activation with high call volume will be limited to the following information to manage increased call volume and will be collected through a simplified electronic method or on paper:
  - Date of call
  - Time of call
  - Caller's city
  - Reason for call
- CAPK will make every effort to provide a high level of service during disaster, but service level expectations will be suspended during periods of unexpected call surges, regardless of whether UWFM has agreed to Disaster Activation.

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Exhibit E
Two-Way Texting

1. **DESCRIPTION**
   CAPK will complete two-way texting services for UWFM users through the Educational Messaging System Prevention Pays system. Users who text a Fresno or Madera County zip code to 898-211 will be assisted via two-way text 24/7 in either English or Spanish.

2. **REPORTING**
   Texts involving I&R assistance will be entered into a call form in the iCarol system.

3. **COST**
   Payment for 2-way texting services shall be $15,000 the first year invoiced at $1,250.00 per month for the described scope. This fee structure is based on Tier1 Pricing and includes up to 12,000 2-way texts per year. When 2-way texts exceed Tier 1 limit, pricing will move to Tier 2, then Tier 3. When inquiries answered exceed Tier 3 range, CAPK will initiate discussions with UWFM.

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UWFM YEAR 1			
	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 29,000	$ 92,130.36	7,677.53
Tier 2	29,001 to 35,000	$ 116,900.00	9,741.67
Tier 3	35,001 to 40,000	$ 140,400.00	11,700.00
Tier 4	40,001+	$ 166,050.00	13,837.50
UWFM YEAR 2			
	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 29,000	$ 96,736.87	8,061.41
Tier 2	29,001 to 35,000	$ 122,745.00	10,228.75
Tier 3	35,001 to 40,000	$ 147,420.00	12,285.00
Tier 4	40,001+	$ 174,352.50	14,529.38
UWFM YEAR 3			
	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 29,000	$ 101,573.71	8,464.48
Tier 2	29,001 to 35,000	$ 128,882.25	10,740.19
Tier 3	35,001 to 40,000	$ 154,791.00	12,899.25
Tier 4	40,001+	$ 183,070.13	15,255.84

*Note: additional telephony fees will be applied monthly based on call handling utilization.

Additional Services			
Texting/Chat Annual Rate for Handling Volume	**Reset to Tier 1 annually**		
	Text and Chat Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 12,000	$ 15,000.00	$ 1,250.00
Tier 2	12,001 to 17,000	$ 20,000.00	$ 1,666.67
Tier 3	17,001 to 22,000	$ 25,000.00	$ 2,083.33
Tier 4	22,001+	$ 30,000.00	$ 2,500.00

To: Executive Committee

From: Pritika Ram, Director of Administrator

Date: December 15, 2021

Subject: *Agenda Item 6c:* California Department of Social Services (CDSS) Food Bank Capacity Program SFY 2021-22 Resolution – ***Action Item***

During the November 17, 2021, Board meeting, staff presented the funding profile for the California Department of Social Services (CDSS) Food Bank Capacity Program SFY 2021-2022 application. Shortly after that meeting, the CDSS hosted a bidders' conference and has added a requirement to include a Board approved resolution.

As a recap, CDSS released funding to support capacity and infrastructure needs of Food Banks in California. This includes capacity increases to meet the needs of the emergency food delivery system, including but not limited to, capital investments to support the collection, storage, distribution, and other systems required to adequately serve the food insecurity needs of Kern County, as well as enhancements to ensure resilience of the emergency food delivery system during disasters.

CAPK's Food Bank allocation is comprised of a base amount of $750,000.00 plus a 60/40 percentage allocation that reflects the needs of the County, totaling $4,859,606. Funding will support the capital expansion of the CAPK Food Bank. The grant application is due on January 15, 2022; however, with the permission by CDSS staff, we have submitted some parts of the grant early ahead of the signed resolution, which may allow an opportunity to advance the timeline for the release of the contract and ability to access funds sooner than mid-2022.

Recommendation:
Staff recommends the Executive Committee to approve the resolution for the California Department of Social Services (CDSS) SFY 2021-2022 application for the Food Bank capacity expansion.

Attachment
Resolution Number 2021-32

RESOLUTION # 2021-32

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the California Department of Social Services (CDSS) Food Bank Capacity Program Application and Designation of Authorized Representatives

The Executive Committee of the Board of Directors of Community Action Partnership of Kern, met virtually on December 15, 2021, in Bakersfield, California at a scheduled Committee meeting and resolved as follows:

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

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

WHEREAS, CAPK Board of Directors has determined a need to expand the CAPK Food Bank to meet the needs of the emergency food delivery system, including capital investments to support the collection, storage, distribution, and other systems required to adequately serve the food insecurity needs of Kern County, Ca, as well as enhancements to ensure resilience of the emergency food delivery system during disasters; and

WHEREAS, the Executive Committee authorizes the Chief Executive Officer to obligate the CAPK Food Bank in matters regarding the CDSS Capacity Program application and any resulting contract; and

NOW, THEREFORE, be it resolved that the CAPK Executive Committee of the 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 submission of the California Department of Social Services (CDSS) Capacity Program application for the CAPK Food Bank.

APPROVED by a majority vote of the Executive Committee of the Directors of the Community Action Partnership of Kern, this 15th day of December 2021.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Executive Committee

From: Pritika Ram, Director of Administration

Date: December 15, 2021

Subject: *Agenda Item 6e:* Approval to Submit the U.S. Department of Energy - Communities LEAP Local Energy Action Program (LEAP) Pilot Application Under the Clean Transportation Planning and Investment – **Action Item**

Community Action Partnership of Kern (CAPK) is partnering with the Kern Community College District (KCCD) to apply to the U.S. Department of Energy (DOE) for the Communities Local Energy Action Program (LEAP) Pilot, titled the South-Central Valley Clean Transportation project under the Accelerate Track[1]. The pilot initiative aims to facilitate sustained community-wide economic empowerment through clean energy, improve local environmental conditions, and open the way for other benefits primarily through DOE's clean energy deployment work.

The goal of technical assistance for the **Clean Transportation Planning and Investment Pathway** is to assist communities with developing a clean energy transportation plan to meet community objectives. DOE's technical assistance providers will work with community stakeholders to assess the local transportation system, identify community transportation needs, and determine plan objectives (e.g., decarbonization, air quality improvement, community access to transportation, workforce development, increase in electric vehicle charging availability, hydrogen fuel usage, and assessment of grid capacity for transportation electrification). The technical assistance providers will work with communities to develop strategies to meet community transportation needs and objectives and facilitate stakeholder engagement to develop a clean energy transportation plan. The clean energy transportation plan will inform future community partnerships and investments. The plan may include projects that implement alternative fuels, fuel-saving technologies and practices, and new mobility choices. The geographic area of focus is the County of Kern.

Under this pilot initiative, selected communities will commit to working with the DOE and its technical assistance provider network for approximately 12-18 months. Communities will receive assistance to: (1) Work together as a community to identify local clean energy objectives, core community assets, and data and resource requirements; and (2) create a plan built on those objectives, strengths, and resources to bring economic and other benefits to the community. The application deadline is scheduled for December 17, 2021, with a notice of award expected by March 28, 2022.

Recommendation:

Staff recommends the Executive Committee approve the submission of the U.S. Department of Energy Communities Local Energy Action Program (LEAP) Polit in partnership with the Kern Community College District (KCCD) for the Clean Transportation Planning and Investment Pathway under the Accelerate track.

[1] The Launch Track is for communities that are confident of their desire to pursue a clean energy transition but are in need of assistance to identify the specific energy pathway or pathways that will lead to clear economic, environmental, and other community-wide benefits. Communities LEAP | Department of Energy

MEMORANDUM

To: Executive Committee

From: Emilio G. Wagner, Director of Operations

Pritika Ram, Director of Administration

Date: December 15, 2021

Subject: *Agenda Item 6f:* Food Bank Expansion Notice to Proceed with Construction and Financial Update – **Action Item**

Background:

As the Board is aware, staff have been working with contracted architect (IBI Group) and construction manager (Colombo Construction) to design and bid out a 40,200 square foot expansion of the exiting Food Bank warehouse to include additional office space, docks, refrigerator, freezer, and storage space. The design maximizes the efficiency and safety for staff and visitors and allows for growth.

Thirty-two bid packages were released on November 8, 2021, meeting the County CDBG funding requirements with bids due December 14, 2021. Staff and Colombo Construction have reviewed and qualified all bids with a guaranteed maximum price to be supplied on December 15th.

Current Events:

The Food Bank Capital Campaign has been progressing in the last several months as detailed below, however, several sources of funding remain "pending". Twenty-four percent of the funding has been secured, and in working alongside private donors and state and federal partners, staff is confident the balance will be secured by mid-2022 or sooner.

Committed	
CAPK	$ 234,000.00
Kern County CDBG	$ 916,586.00
City of Bakersfield CDBG	$ 1,200,000.00
Cal Water	$ 50,000.00
Online Donations[1]	$ 84,808.00

Subtotal Committed	***$ 2,485,394.00***
Pending	
Subcommittee[2] THUD	$ 3,000,000.00
Department of Social Services (CDSS) – Food Bank Capacity Program SFY 2021-22	$ 4,859,606.00
City of Bakersfield – American Rescue Plan Act of 2021	$ 1,200,000.00
Private Donor	TBD
Subtotal Pending	***$ 9,059,606.00***
TOTAL	**$ 11,545,000.00**

Recommendation:
Staff recommends that the Executive Committee approve the Notice to Proceed and authorize the Chief Executive Officer to execute all necessary contracts for construction.

Attachment:
Notice to Proceed

[1] As of 10/25/2021
[2] Pending Senate approval, December 2021 (Subcommittee on Transportation, and Housing and Urban Development (THUD), under the Economic Development Initiative)

NOTICE TO PROCEED

Project Name: Food Bank Expansion

Project Location: 1807 Feliz Dr, Bakersfield CA,

Project or Job Number: FB2020-002 CAPK

Type of Contract: Food Bank Expansion Project Cost: $ TBD

You are hereby notified to commence work on the referenced contract on or before January 1, 2021 and shall fully complete all work of said contract on or before September 30, 2022.

Dated this 15th day of December, 2021.

COMMUNITY ACTION PARTNERSHIP OF KERN
(OWNER)

BY: _____
Jeremy T. Tobias, CEO

ACCEPTANCE OF NOTICE TO PROCEED

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED.

BY: _____ TITLE: _____

THIS THE _____ DAY OF _____, 2021.

MEMORANDUM

To: Executive Committee

From: Emilio G. Wagner, Director of Operations

Date: December 15, 2021

Subject: *Agenda Item 6g*: Notice of Federal Interest, 4032 Jewett Ave – **Action Item**

Background:

As the Board is aware the property located at 4032 Jewett was approved for purchase as a Head Start facility. Escrow closed on December 1, 2021 for a total of $2,367,565.62 using 100% Federal funds. Since the property was purchased using Federal funds the Federal Government has a reversionary interest in the property. To protect that interest in the property a Notice of Federal Interest (NOFI) must be recorded in the jurisdiction where the property is located.

Current Events:

The Head Start Uniform Guidance requires that the agency's governing body receive a copy of the NOFI prior to filing with the Kern County Recorder's Office.

Recommendation:

Staff recommends the Board of Directors approve the NOFI and authorize the Chief Executive Officer to execute.

Attachment:
Notice of Federal Interest – 4032 Jewett

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Attn: Emilio Wagner
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

NOTICE OF FEDERAL INTEREST

This is to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in EXHIBIT A ("the property"), which is attached and incorporated in this Notice as if fully set forth herein, of the Federal government's beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq. 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("HHS") has awarded grant funds to **Community Action Partnership of Kern** ("grantee"), a **California non-profit**, including, but not limited to grant number **09CH011132**. The Federal Interest arises because **Community Action Partnership of Kern** has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

The property to which this Notice applies is further identified as that certain property situated in the city of **Bakersfield**, County of **Kern**, State of **California** at **4032 Jewett Ave** and recorded in the **Kern** County Clerk's Office, **Kern**, **California** as **APN 120-040-25-00-0.** Owned by Community Action Partnership of Kern, 5005 Business Park North, Bakersfield CA 93309.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, **San Francisco Regional Office, 90 7th Street, 9th Floor, San Francisco, CA 94103**.

GRANTEE NAME: **Community Action Partnership of Kern**

GRANT NUMBER: 09CH011132

Community Action Partnership of Kern

By: _____

Jeremy T. Tobias

Chief Executive Officer

Community Action Partnership of Kern

Date: [12/15/2021]

STATE OF CALIFORNIA:

COUNTY OF KERN: SS

On the _____ day of _____, 20___ , before me, the undersigned, a Notary Public in and for said State, personally appeared **Jeremy T. Tobias, Chief Executive Officer**, of **Community Action Partnership of Kern**, personally known to me the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

_____

Notary Public

_____

Print Name

Commission expires: _____

EXHIBIT “A”

Legal Description

Real property in the City of Bakersfield, County of Kern, State of California, described as follows:

PARCEL 1:
THE NORTH 50 FEET OF THE SOUTH 100 FEET OF THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY IN VILLA LOT 2, BLOCK 687, ACCORDING TO THE MAP OF THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 25, 1898, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF VILLA LOT 2; THENCE SOUTH ALONG THE WEST BOUNDARY LINE OF SAID BLOCK 687, A DISTANCE OF 249.84 FEET, THENCE EAST ALONG A LINE PARALLEL TO AND 55.41 FEET DISTANT FROM THE SOUTH BOUNDARY OF BLOCK 687, A DISTANCE OF 348.7 FEET TO THE EAST BOUNDARY LINE OF SAID BLOCK 687; THENCE NORTH 249.84 FEET TO THE NORTHEAST CORNER OF SAID VILLA LOT 2; THENCE WEST 348.7 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF VILLA LOT 2, BLOCK 687, ACCORDING TO THE MAP OF THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 25, 1898, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF VILLA LOT 2, THENCE SOUTH ALONG THE WEST BOUNDARY LINE OF SAID BLOCK 687, A DISTANCE OF 249.84 FEET; THENCE EAST ALONG A LINE PARALLEL TO AND 55.41 FEET DISTANT FROM THE SOUTH BOUNDARY OF SAID BLOCK 687, A DISTANCE OF 348.7 FEET TO THE EAST BOUNDARY LINE OF SAID BLOCK 687; THENCE NORTH 249.84 FEET TO THE NORTHEAST CORNER OF SAID VILLA LOT 2; THENCE WEST 348.7 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 50 FEET OF THE SOUTH 100 FEET OF THE EAST HALF THEREOF.

APN: 120-040-25-00-0

Helping People. . . Changing Lives.

COMMUNITY ACTION PARTNERSHIP OF KERN

EXECUTIVE COMMITTEE

DECEMBER 15, 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
UNRESTRICTED						
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
RESTRICTED						
EARLY HEAD START EXPANSION EARLY HEAD START EXPANSION - CARES ACT	2,454,592 133,579	93.600	09HP000163-03 09HP000163-02C3	03/01/21 - 02/28/22 03/01/20 - 02/28/21	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START EARLY HEAD START/HEAD START - CARES ACT	27,045,025 1,549,338	93.600	09CH011132-03 09CH011132-02C3	03/01/21 - 02/28/22 03/01/20 - 02/28/21	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN EARLY HEAD START SAN JOAQUIN - CARES ACT	5,608,269 275,067	93.600	09-CH011406-02 09-CH011406-01C3	02/01/21 - 01/31/22 02/01/20 - 01/31/21	117	U S DEPT OF HEALTH & HUMAN SERVICES
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

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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
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 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	CMAP - 9000 CMAP - 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 CA	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 PROG	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 PROG 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

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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
MIGRANT ALTERNATIVE PAYMENT	4,173,683		CMAP - 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

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

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
	2-1-1						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
164-005	Cal Fresh (SSI)				X		
186	2-1-1 Hospital Preparedness Program				X		
272	United Way - CESH				X		
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				
11/30/21	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 increasae 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 NOVEMBER 30, 2021

PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(121,914.48)
HEAD START/EARLY HEAD START	401,811.98
SUBTOTAL	**279,897.50**
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	355,831.92
MIGRANT A/P	1,495,196.17
MIGRANT CHILD CARE	94,418.96
MIGRANT SPECIALIZED SERVICES	16,390.00
SAN JOAQUIN COE GENERAL CHILD CARE	388,645.85
STATE PRESCHOOL	2,307,187.56
SUBTOTAL	**4,662,328.16**
ANTHEM BLUE CROSS FOOD BANK	(0.01)
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	146,040.85
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(138,773.43)
EF&S	56.67
EFAP	326,334.32
FEEDING AMERICA SENIOR HUNGER	56,799.28
FOOD BANK	(534,727.21)
FOOD BANK EXPANSION	398,129.08
FOOD BANK CAPACITY PROGRAM	181,200.94
FOOD BANK - STATE	147,782.50
KAISER	91,761.50
SENIOR FARMERS MARKET NUTRITION PROGRAM	32,004.00
TRADE MITIGATION	0.00
WONDERFUL FOUNDATION	2,000.00
SUBTOTAL	**708,608.49**
ENERGY	(157,319.93)
DOE WAP	36,349.09
LIHEAP	(626,363.35)
PG&E	(15,720.99)
DAP (Disgorgement Assistance Program)	(56,212.38)
TRANSFER NEGATIVE BALANCE	819,267.56
SUBTOTAL	**0.00**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	**2,000.00**
211	156,700.85
211 ENERGY UPGRADE CA PROGRAM	(6,270.80)
AMERICORPS - CALIFORNIA VOLUNTEERS	(13.46)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(20,952.26)
CAL FRESH	(15,379.37)
CALEITC	(169.55)
CAPK FOUNDATION	(157,794.59)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	(1,765.64)
COST POOLS	(2,651.17)
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,066.07
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(33,440.94)
CSBG	144,969.49
CSBG CARES ACT	310,101.81
CSBG DISCRETIONARY	(722.09)
DIFFERENTIAL RESPONSE	(32,351.59)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,213,448.85
ECONOMIC EMPOWERMENT	0.00
EAST KERN FAMILY RESOURCE CENTER	10,589.46
ESG CARES ACT HOMELESS SERVICES	(210,356.89)
ESG COORDINATED ENTRY SERVICE - COVID19	(13,421.58)
FIRST 5 KERN 211	(10,438.43)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(23,275.99)
FIRST 5 HELP ME GROW	(15,755.12)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(23,249.90)
FRIENDSHIP HOUSE	7,872.01
OASIS FAMILY RESOURCE CENTER	690.00
FUNDRAISING	275,059.44
GAPP FUND	0.00
GENERAL FUND	(78,449.90)
COUNTY OF KERN - 211	45,000.00
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(8,401.54)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(252,811.08)
HOUSING FOR THE HARVEST STATE	(336,460.85)
HUD-COORDINATED ENTRY SYSTEM	(68,580.21)
INDIRECT FUND	(193,187.19)
IRS - VITA	10,482.18
M ST NAVIGATION CENTER	21,631.38
NALEO - 2020 CENSUS	0.00
NEOPB CAL FRESH HEALTHY LIVING	(195,609.37)
POSITIVE YOUTH DEV SVC	(9,346.70)
POSITIVE YOUTH M	(41,334.86)
SHAFTER YOUTH CENTER	32,060.40
SIERRA FOUNDATION - ASTHMA MITIGATION	182,333.55
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	(6,383.56)
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	46,350.19
WELLS FARGO FOUNDATION	46,981.80
WIC	(387,723.26)
LESS: HEAD START NEGATIVE BALANCE	0.00
LESS: ENERGY NEGATIVE BALANCE	(819,267.56)
ADD: LINE OF CREDIT	
SUBTOTAL	**2,671,798.10**
TOTAL OPERATING CASH	8,324,632.25

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.

2. Head Start Accrued Vacation: This is an interest bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.

3. CSD Advances Account: This is an interest bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.

4. On-Line Donations Account: This is an interest bearing restricted bank account that is designated for internet donations to CAPK. The deposits are subsequently transferred to the Operating Account.

5. Child Development Reserve #1: This is an interest bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Child Care (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

6. Child Development Reserve #2: This is an interest bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

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

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

BANK RECONCILIATION FOR THE MONTH ENDED
November 30, 2021

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT 11/30/21		8,477,849.26
LESS: OUTSTANDING CHECKS	148,319.62	
ADJUSTED BANK BALANCE AT 11/30/21		8,329,529.64
GENERAL LEDGER BALANCE AT 10/31/21		9,029,976.97
ADD: DEPOSITS	1,976,169.46	
US TREAS DRAWDOWNS	4,827,723.68	
FUNDS FROM OTHER GRANTS	1,051,925.42	
TRANSFERS FROM RESTRICTED ACCOUNTS	114,094.61	
ADP /HEALTH EQUITY REFUND	153.25	
REIMBURSEMENT OF ALTERED PAYEE	-	
	-	
	-	
	-	
LESS: CHECKS	1,415,446.65	
ADP PAYROLL 11/5/21	1,427,991.77	
ADP PAYROLL 11/19/21	1,437,546.33	
EFTS FOR HRA/HSA/ STD/403B	93,847.61	
REC LOAN PRINCIPAL/INT EXPENSES	31,001.61	
TRANSFERS FROM RESTRICTED ACCOUNTS	-	
CREDIT CARD	10,593.45	
BANK FEES	1,428.02	
ACH VOUCHERS	4,252,658.31	
GENERAL LEDGER BALANCE AT 11/30/21		8,329,529.64
	DIFFERENCE:	-

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 12/09/2021

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Dec 9, 2021

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

BANK RECONCILIATION FOR MONTH ENDING
November 30, 2021

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	**11/30/21**		**1,055,580.10**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**11/30/21**		**1,055,580.10**

BALANCE PER G/L	**10/31/21**		**1,055,441.29**
ADD: DEPOSITS		0.00	
INTEREST		138.81	
ROUNDING ERROR		0.00	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**11/30/21**		**1,055,580.10**
		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: 12/06/21

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Dec 6, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT**
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
November 30, 2021

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	**11/30/21**		**820,124.54**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**11/30/21**		**820,124.54**

BALANCE PER G/L	**10/31/21**		**220,886.37**
ADD: DEPOSITS		713,282.59	
INTEREST		50.19	
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		114,094.61	
BALANCE PER G/L	**11/30/21**		**820,124.54**

** December 2009 name changed from Food Bank to DOE ARRA.*
*** January 2018 name changed from DOE ARRA to CSD Advances.*

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 12/06/21

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Dec 6, 2021

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

BANK RECONCILIATION FOR MONTH ENDING
November 30, 2021

WELLS FARGO BANK, N.A.
P. O. BOX 6302(
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	**11/30/21**		**76,265.17**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE	**11/30/21**		**76,265.17**
BALANCE PER GENERAL LEDGER	**10/31/21**		**72,294.01**
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
ONLINE DONATIONS		4,140.66	
PAYPAL DEPOSIT		0.00	
INTEREST		9.76	
LESS: APPLIED MERCHANT DEBITS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		17.45	
BANKCARD FEES		161.81	
CASH CONCENTRATION FEE		0.00	
FUND TRANSFER TO GENERAL FUND		0.00	
		0.00	
BALANCE PER GENERAL LEDGER:	**11/30/21**		**76,265.17**

** October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.*
*** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.*
**** January 2018 name changed from HOPE Program Account to On-line Donations Account.*

Difference: **0.00**

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 12/07/21

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Dec 7, 2021

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

BANK RECONCILIATION FOR MONTH ENDING
November 30, 2021

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	**11/30/21**		**11.96**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**11/30/21**		**11.96**

BALANCE PER G/L	**10/31/21**		**11.96**
ADD: DEPOSITS		0.00	
INTEREST		0.00	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**11/30/21**		**11.96**

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 12/06/21

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Dec 6, 2021

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

BANK RECONCILIATION FOR MONTH ENDING
November 30, 2021

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	**11/30/21**		**35,009.40**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**11/30/21**		**35,009.40**

BALANCE PER G/L	**10/31/21**		**35,004.80**
ADD: DEPOSITS		0.00	
INTEREST		4.60	
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	**11/30/21**		**35,009.40**
		DIFFERENCE:	0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 12/06/21

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Dec 6, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED November 1, 2021 - November 30, 2021

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	$ -
Gloria Barbero	Administrator - EHS San Joaquin	1,578.91
Yolanda Gonzales	Director of Head Start/State Child Development Programs	4,673.51
Freddy Hernandez	Director of Youth and Community Services	72.95
Laurie Hughey		-
Traco Matthews	Chief Program Officer	7,641.84
Lisa McGranahan	Director of Human Resources	716.25
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	2,644.19
Pritika Ram	Director of Administration	1,669.57
Jeremy Tobias	Chief Executive Officer	230.37
Emilio Wagner	Director of Operations	940.43
Tracy Webster	Chief Financial Officer	314.42
Rebecca Moreno	Director of Community Development	-
Susana Magana	Director of Nutrition Services	-
	Total	$ 20,482.44

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Capk Ap	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Gloria Barbero	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/29/2021	11/1/2021	Hyatt Regency Sacramento		✓		462.58
	Hotel stay at Hyatt Regency for Gloria Barbero attending the Every Child California conference.						
2	10/29/2021	11/1/2021	Hyatt Regency Sacramento		✓		512.58
	Hotel stay at Hyatt Regency for Sandra Acevedo attending the Every Child California conference.						
3	11/3/2021	11/4/2021	Fsp*hopewell Cpr Training				99.00
	Patricia Mexicano- new Site Supervisor attended a Preventive Health CCL mandated training.						
4	11/5/2021	11/8/2021	Sq *kkw Ins Scvs &				101.33
	Amanda Copeland Zavala, new Assistant Teacher candidate completed LiveScan as part of hiring process.						
5	11/10/2021	11/11/2021	Sq *kkw Ins Scvs &				91.50
	Emily Delgado, HR Specialist candidate completed LiveScan as part of new hire process.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	11/19/2021	11/22/2021	Discount Plumbing				210.59
	A Health and Safety emergency with a draining issue at Walnut.						
7	11/22/2021	11/23/2021	Sq *kkw Ins Scvs &				101.33
	Hinna Ahamad, Teacher candidate completed LiveScan as part of new hire process.						

Transaction Count: 7

Total: 1,578.91

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Yolanda Gonzales	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Sylvia Ortega EveryChild CA Fall Tech Conference						
2	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Yolanda Gonzalez EveryChild CA Fall Tech Conference						
3	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Amanda Espitia EveryChild CA Fall Tech Conference 102721-102921						
4	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Nicole Callahan EveryChild CA Fall Tech Conference 102721-102921						
5	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Rosa Del Toro Every Child CA Fall Tech Conference 102721-102921						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Luz Adams EveryChild CA Fall Tech Conference 102721-102921						
7	10/29/2021	11/1/2021	Hyatt Regency Sacramento				512.58
	Hotel and Parking for Claudia Garibaldo EveryChild CA Fall Tech Conference 102721-102921						
8	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Cynthia Rodriguez EveryChild CA Fall Tech Conference 102721-102921						
9	10/29/2021	11/1/2021	Hyatt Regency Sacramento				231.29
	Hotel for Robert Espinosa Every Child CA Fall Tech Conference 102821						
10	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Rosita Curry EveryChild CA Fall Tech Conference 102721-102921						
11	11/9/2021	11/10/2021	Paypal				29.00
	Registration for Pyramid Model Training for Annette Verity						
12	11/15/2021	11/16/2021	Myp*kerncounty				25.00
	Specially Yours Conference Registration for Susie Martinez						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13	11/16/2021	11/17/2021	National Head Start Asso				150.00
	NHSA Training Coping with Financial Abundance Strategies for COVID Relief spend down registration 6 HS Admin Team						
14	11/19/2021	11/22/2021	Myp*kerncounty				25.00
	Specially Yours Conference Registration for Delores Patricio						

Transaction Count: 14

Total: 4,673.51

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Freddy Hernandez	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/30/2021	11/1/2021	Randys Donuts				60.00
	Donuts for Weatherization Event on 10/29/21						
2	11/25/2021	11/26/2021	Canva* I03250-34730348				12.95
	Software required for VITA						

Transaction Count: 2

Total: 72.95

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Laurie Hughey	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9135	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Traco Matthews	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-3726	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	11/1/2021	11/2/2021	Usps Po 0504690524				580.00
	Postage for Client Correspondence for Satellite Offices (Tulare, Kings, Fresno, Madera & Merced Counties)						
2	11/9/2021	11/10/2021	Zoom.Us 888-799-9666				549.90
	Zoom Video Communications						
3	11/9/2021	11/11/2021	American Air				494.40
	Airline ticket purchase for Sylvia Ortega to attend the NHSA Winter Leadership Institute in Washington, DC.						
4	11/9/2021	11/11/2021	American Air				634.39
	Airline ticket purchase for Jerry Meade to attend the NHSA Winter Leadership Institute in Washington, DC.						
5	11/9/2021	11/11/2021	American Air				555.39
	Airline ticket purchase for Esperanza Contreras to attend the NHSA Winter Leadership Institute in Washington, DC.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	11/9/2021	11/11/2021	American Air				484.40
	Airline ticket purchase for Robert Espinosa to attend the NHSA Winter Leadership Institute in Washington, DC.						
7	11/9/2021	11/11/2021	American Air				634.39
	Airline ticket purchase for Letisha Brooks to attend the NHSA Winter Leadership Institute in Washington, DC.						
8	11/10/2021	11/12/2021	American Air				283.39
	Airline ticket purchase for Leslie Mitchell to attend the NHSA Winter Leadership Institute in Washington, DC.						
9	11/10/2021	11/12/2021	American Air				308.40
	Airline ticket purchase for Caroline Coffey to attend the NHSA Winter Leadership Institute in Washington, DC.						
10	11/10/2021	11/12/2021	American Air				624.40
	Airline ticket purchase for Yolanda Gonzales to attend the NHSA Winter Leadership Institute in Washington, DC.						
11	11/10/2021	11/12/2021	American Air				675.39
	Airline ticket purchase for Traco Matthews to attend the NHSA Winter Leadership Institute in Washington, DC.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12	11/10/2021	11/12/2021	American Air				343.40
	Airline ticket purchase for Gloria Barbero to attend the NHSA Winter Leadership Institute in Washington, DC.						
13	11/12/2021	11/26/2021	Bakersfield Inn & Suites				600.00
	Isolation housing for COVID-19 resident at M Street Navigation Center						
14	11/13/2021	11/15/2021	Target.Com				297.58
	Supplies for central kitchen.						
15	11/15/2021	11/17/2021	American Air				576.41
	Airline ticket purchase for Heather McCarley to attend the NHSA Winter Leadership Institute in Washington, DC.						

Transaction Count: 15

Total: 7,641.84

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Lisa McGranahan	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	11/10/2021	11/12/2021	Biometrics4all Inc				17.25
	Relay Fees for running New Hire Fingerprints Invoice Period 10/01/2021-10/31/2021 Invoice Date 11/01/2021						
2	11/16/2021	11/17/2021	Feldesman Tucker Leifer F				150.00
	Managing Head Start Human Resources Webinar for HR Staffing Specialist, Maura Sandoval.						
3	11/16/2021	11/17/2021	Feldesman Tucker Leifer F				150.00
	Managing Head Start Human Resources Webinar for HR Director, Lisa McGranahan.						
4	11/16/2021	11/17/2021	Feldesman Tucker Leifer F				150.00
	Managing Head Start Human Resources Webinar for HR Generalist/Recruiting Supervisor, Irene Fonseca.						
5	11/16/2021	11/17/2021	Feldesman Tucker Leifer F				150.00
	Managing Head Start Human Resources Webinar for HR Administrator, Dawn Bledsoe.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	11/22/2021	11/23/2021	Feldesman Tucker Leifer F				99.00
	Vaccine Mandates for Federal Contractors Webinar for HR Director, Lisa McGranahan.						

Transaction Count: 6

Total: 716.25

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Jerry Meade	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-5025	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Ana Alcaraz attending EveryChild Ca Conference.						
2	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for CurNeisha Lowe attending EveryChild Ca Conference.						
3	10/29/2021	11/1/2021	Hyatt Regency Sacramento				512.58
	Hotel and parking for Norma Bautista attending EveryChild Ca Conference.						
4	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Leslie Mitchell attending EveryChild Ca Conference.						
5	10/29/2021	11/1/2021	Hyatt Regency Sacramento				231.29
	Partial Hotel expences for Robert Espinosa attending EveryChild Ca Conference, the balance was paid on another CAPK Card.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/29/2021	11/1/2021	Hyatt Regency Sacramento				462.58
	Hotel for Kendra Walkin attending EveryChild Ca Conference.						
7	10/29/2021	11/1/2021	Hyatt Regency Sacramento				50.00
	Hotel parking for Ana Alcaraz attending EveryChild Ca Conference.						

Transaction Count: 7

Total: 2,644.19

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Pritika Ram	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	11/2/2021	11/4/2021	Moo Creamery				58.71
	Lunch with CalCAPA trainer for in-person ROMA training. Attendees: P. Ram from CAPK and L. Hiner from CalCAPA.						
2	11/2/2021	11/4/2021	Office Depot #952				35.06
	Strategic Plan Posters.						
3	11/3/2021	11/5/2021	Starbucks Store 24007				53.85
	Coffee for in-person ROMA Training on November 3, 2021						
4	11/4/2021	11/8/2021	Starbucks Store 24007				53.85
	Coffee for in-person ROMA Training on November 4, 2021.						
5	11/4/2021	11/8/2021	Mamma Mia				82.90
	CAPK Foundation Lunch Meeting. Attendees: P. Ram & L. Alford from CAPK and J. Waguespack from the Cynthia Lake Foundation.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	11/6/2021	11/8/2021	Mrs Fields Gifts				77.45
	Thank you gift for CalCAPA staff that provided the two-day in-person ROMA training for CAPK Staff.						
7	11/7/2021	11/8/2021	Stk*shutterstock				29.00
	Monthly Subscription for Stock Photos.						
8	11/18/2021	11/19/2021	Office Depot #2963				1,278.75
	Purchase of Strategic Plan Posters.						

Transaction Count: 8

Total: 1,669.57

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Jeremy Tobias	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/29/2021	11/1/2021	Brookside At The Oaks				81.76
	Gasoline for CEO's Agency Vehicle.						
2	11/7/2021	11/9/2021	Exxonmobil 97224224				75.32
	Gasoline for CEO's agency vehicle.						
3	11/25/2021	11/29/2021	Shell Oil 57445309107				73.29
	Gasoline for CEO's agency vehicle.						

Transaction Count: 3

Total: 230.37

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Emilio Wagner	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	11/16/2021	11/16/2021	Msft * E0600gggrv				285.78
	Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1 75/25						
2	11/19/2021	11/22/2021	Onestepgpscom				209.25
	Monthly subscription renewal order with OneStepGps.com 6667-524-000-147-000-000-3-1						
3	11/22/2021	11/23/2021	Mindbody				445.40
	Premier Basic monthly charge and subscription fee for November 2021						

Transaction Count: 3

Total: 940.43

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Susana Magana	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Tracy Webster	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	11/10/2021	11/10/2021	Premier Learning Solut				215.42
	Year end tax training Gabrielle Alexander						
2	11/18/2021	11/19/2021	Feldesman Tucker Leifer F				99.00
	Vaccine mandate training for Tracy						

Transaction Count: 2

Total: 314.42

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/30/2021 - 11/30/2021

Statement Summary

Name	Rebecca Moreno	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	**Currency**	US Dollar
Reporting Period	10/30/2021 - 11/30/2021		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022 (9 OF 12 MONTHS OR 75.0%)

Line Item	2021/22 Budget	3/1/21 - 2/28/22 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,272,351	648,664	51.0%	623,687
Head Start Subsidy	623,738	907,207	145.4%	(283,469)
Total Revenue	1,896,089	1,555,871	82.1%	340,218
Expenditures (Note B)				
Salaries	605,614	408,091	67.4%	197,523
Benefits	187,409	130,874	69.8%	56,535
Vehicle Gasoline, Repair/Maintenance	51,300	39,192	76.4%	12,108
Space Costs	94,700	82,551	87.2%	12,149
Supplies - Office & Food Service	86,000	79,930	92.9%	6,070
Equipment Repair/Maintenance & Lease	38,000	14,673	38.6%	23,327
Communication	13,000	10,935	84.1%	2,065
Risk Insurance	12,700	12,564	98.9%	136
Printing	1,000	469	46.9%	531
Hiring & Employee Costs	100	696	696.0%	(596)
First Aid	500	292	58.4%	208
Raw Food/Vended Meals	586,803	623,166	106.2%	(36,363)
Sub Total	1,677,126	1,403,433	83.7%	273,693
Adult Meals Prepared	51,251	87,202	170.1%	(35,951)
Indirect	167,712	65,236	38.9%	102,476
Total Expenditures	1,896,089	1,555,871	82.1%	340,218

	Prior Period	NOVEMBER 2021	Cumulative
Total Meals Prepared and Vended (Note C)	451,980	53,439	505,419
Total Meals Claimed	236,964	28,760	265,724
Difference	215,016	24,679	239,695

Percentage Claimed to Prepared/Vended		53.8%	52.6%

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 (4 OF 12 MONTHS = 33.33%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	$ 571,122	$ 754,613	$ 802,250	$ 825,000									$ 2,952,985		
Add: Family Fees	11,644	16,219	15,588	15,500	-	-	-	-	-	-	-	-	$ 58,951		
Net Provider Payments	$ 582,766	$ 770,832	$ 817,838	$ 840,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,011,936	84.83%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**7,907,363**		**38.09%**
Administration & Support Services Revenue															
Provider Payments	$ 582,766	$ 770,832	$ 817,838	$ 840,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,011,936		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%		
Revenue Earned	$ 123,617	$ 163,510	$ 173,481	$ 178,288	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 638,895		
Program Administration/Support Services Costs	57,111	55,427	54,479	55,074								-	222,092	6.25%	
Indirect (10% x MTDC) Costs	55,440	83,633	88,297	89,300								-	316,670	8.92%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	$ 112,552	$ 139,059	$ 142,776	$ 144,374	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	538,762	15.17%	
Revenue Earned Over/(Under) Costs	$ 11,065	$ 24,450	$ 30,704	$ 33,913	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	100,133		
TOTAL COSTS - NET OF FAMILY FEES	$ 695,318	$ 909,891	$ 960,615	$ 984,874	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	3,550,698	100.00%	

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

Provider payments	3,011,936
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	638,895

Note 2: The maximum reimburseable 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	239,617	2.50%
Maximum Reimbursable Amount (MRA)	9,584,682	100.00%

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (5 OF 12 MONTHS = 41.67%)

	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	4,576	4,903	5,027	5,359	5,108								24,973	
Reimbursement Rate per Child per Day	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	
Revenue Earned	$ 235,910	$ 252,752	$ 259,136	$ 276,253	$ 263,325	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,287,376	**36.42%**
Maximum Reimburseable Amount (MRA)													**$3,535,022**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%	98.33%									**98.54%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	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	5,515								21,767	
Reimbursement Rate per Child per Day	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X $51.87	
Revenue Earned	$ 152,344	$ 155,435	$ 233,776	$ 301,418	$ 286,057	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,129,031	**24.67%**
Maximum Reimburseable Amount (MRA)													**$4,577,394**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%	98.76%									**98.68%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%									100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	93	84	96	87	62								421	
Reimbursement Rate per Child per Day	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	
Revenue Earned	$ 4,807	$ 4,307	$ 4,927	$ 4,480	$ 3,196	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,717	**8.27%**
Maximum Reimburseable Amount (MRA)													**$262,661**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%	98.21%									**99.10%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%									100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimburseable amount is per the 2021/22 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/21 - 6/30/22 (5 OF 12 MONTHS = 41.67%)

	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-1242)														
Adjusted Days of Enrollment - Certified	1,751	1,856	1,817	1,870	1,537								8,830	
Reimbursement Rate per Child per Day	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	
Revenue Earned	$ 80,580	$ 85,430	$ 83,641	$ 86,058	$ 70,726	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 406,435	**14.25%**
Maximum Reimburseable Amount (MRA)													**$2,852,203**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.60%	99.91%	100.00%	98.73%	99.67%									**98.54%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%									100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimburseable amount is per the 2021/22 Cooperative Agreement with the San Joaquin County Office of Educatior

Division/CFO: Tracy Webster, CFO **Month/Year:** November-2021

Program/Work Unit: Not Applicable **Director of Finance:** Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	November-2021		Year to Date 03/1/21 -11/30/21	
Description	**Number**	**Amount**	**Number**	**Amount**
Bank Deposits	13	2,689,452	129	24,482,114
Wire Deposits	12	1,056,066	104	6,645,910
Head Start/IRS Drawdowns	4	4,827,724	42	28,245,943
Vendor Checks Issued	972	5,679,156	6,026	18,497,688
Payroll Disbursed		2,865,538		27,075,012
Grant Reports Prepared	27		294	
CalFresh Outreach				
CalFresh SSI				
City of Bakersfield Homeless Housing & Prevention				
CMAP				
CSBG Cares				
CSBG Discretionary				
CSBG 2021				
Differential Response				
Energy Upgrade CA Program - 211				
ESG CARES Act Homeless				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Ridgecrest Family Resource				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
Housing for the Harvest				
HUD				
LIHEAP CARES				
MCAP Fiscal Report & Caseload				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANTISLAUS 211 RENTAL ASSISTANCE				
WIC				

Total Division Staffing 21 positions + 1 Temp (2 vacancies)

CFO	Accounting Technician (4)
Director of Finance	Accounting Specialist
Finance Administrator	Benefits Specialist
Payroll/HRIS Manager	Benefits Technician
Accounting Manager	Fiscal Technician (2)
Accounting Manager - Energy	Payroll Specialists (3)
Accountant (4)	Administrative Assistant to CFO

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	2,315,161
Travel Advance	-
Prepaid Expense	600,014
Inventory	1,212,729
Net Fixed Assets - Unrestricted	1,342,146
Net Fixed Assets - Restricted	9,098,075
Total Assets	22,308,463
LIABILITES AND NET ASSETS	
Accounts Payable	2,353,644
Accrued Expenses	841,483
Accrued Vacation	1,663,810
Line of Credit	-
Note Payable	1,473,224
Advance Payable	327,594
Deferred Revenue	772,005
Total Liabilites	7,431,760
Total Net Assets	14,876,703
Total Liabilities and Net Assets	22,308,463

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2020 TO FEBRUARY 28, 2021

REVENUE	
Grant Revenue	73,646,271
Donations	41,912,199
Other Revenue	1,713,706
In-Kind	350,624
Total Revenue	117,622,800
EXPENDITURES	
Salaries	32,643,960
Benefits	9,275,266
Travel	264,341
Space Costs	6,350,848
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	350,624
Total Expenditures	116,646,043
Net Change in Assets	976,758
Net Assets, beginning	13,899,945
Net Assets, ending	14,876,703

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF NOVEMBER 30, 2021

ASSETS	
Cash in Bank	8,563,753
Cash - Vacation Reserve	1,055,580
Petty Cash	-
Accounts Receivable	1,104,063
Travel Advance	12,253
Prepaid Expense	409,096
Inventory	1,222,709
Net Fixed Assets - Unrestricted	1,099,446
Net Fixed Assets - Restricted	8,796,173
Total Assets	22,263,073
LIABILITES AND NET ASSETS	
Accounts Payable	1,319,028
Accrued Expenses	148,832
Accrued Vacation	1,055,166
Line of Credit	-
Note Payable	1,165,472
Advance Payable	1,964,009
Deferred Revenue	-
Total Liabilites	5,652,507
Total Net Assets	16,610,566
Total Liabilities and Net Assets	22,263,073

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2021 TO NOVEMBER 30, 2021

REVENUE	
Grant Revenue	57,911,699
Donations	234,804
Other Revenue	5,796,202
In-Kind	5,313,612
Total Revenue	69,256,317
EXPENDITURES	
Salaries	25,908,522
Benefits	7,137,678
Travel	298,825
Space Costs	8,745,162
Supplies	1,965,081
Consultant/Contract Services	2,248,185
Other Costs	2,547,777
Program Costs	8,325,282
Capital Expenditures	338,895
Indirect	4,693,438
In-Kind	5,313,612
Total Expenditures	67,522,454
Net Change in Assets	1,733,863
Net Assets, beginning	14,876,703
Net Assets, ending	16,610,566

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 11-30-21 (75.0%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,932,538	23,601,328	15,331,210	61%
BENEFITS	11,352,568	6,568,899	4,783,669	58%
TRAVEL	723,003	322,065	400,938	45%
SPACE COST	8,679,577	7,785,123	894,454	90%
SUPPLIES	2,639,488	1,860,346	779,142	70%
EQUIPMENT	291,353	563,757	(272,404)	193%
CONSULTANT/CONTRACT SERVICES	4,224,507	1,664,091	2,560,416	39%
OTHER COSTS	2,571,193	2,030,326	540,867	79%
PROGRAM COSTS	11,336,024	7,891,698	3,444,326	70%
INDIRECT	7,471,110	4,604,874	2,866,236	62%
TOTAL	88,221,361	56,892,507	31,328,854	64%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 11-30-21 (75.0%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	28,385,371	18,142,973	10,242,398	64%
BENEFITS	8,621,872	5,180,226	3,441,646	60%
TRAVEL	481,785	162,143	319,642	34%
SPACE COST	6,895,025	6,113,885	781,140	89%
SUPPLIES	1,650,819	1,255,265	395,554	76%
EQUIPMENT	249,000	66,190	182,810	27%
CONSULTANT/CONTRACT SERVICES	1,383,171	495,746	887,425	36%
OTHER COSTS	1,134,919	965,527	169,392	85%
PROGRAM COSTS	7,854,382	6,341,768	1,512,614	81%
INDIRECT	4,918,173	3,453,667	1,464,506	70%
TOTAL	61,574,517	42,177,390	19,397,127	68%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 11-30-21 (75.0%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,972,150	2,288,579	1,683,571	58%
BENEFITS	1,132,141	620,914	511,227	55%
TRAVEL	98,318	87,387	10,931	89%
SPACE COST	698,065	807,632	(109,567)	116%
SUPPLIES	310,315	341,291	(30,976)	110%
EQUIPMENT	-	403,914	(403,914)	Not budgeted
CONSULTANT/CONTRACT SERVICES	594,403	347,953	246,450	59%
OTHER COSTS	392,841	360,476	32,365	92%
PROGRAM COSTS	1,451,836	1,186,844	264,992	82%
INDIRECT	728,776	478,654	250,122	66%
TOTAL	9,378,845	6,923,643	2,455,202	74%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 11-30-21 (75.0%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,936,728	1,083,101	853,627	56%
BENEFITS	443,603	257,019	186,584	58%
TRAVEL	62,566	14,463	48,103	23%
SPACE COST	228,147	138,807	89,340	61%
SUPPLIES	95,424	44,732	50,692	47%
EQUIPMENT	8,603	-	8,603	0%
CONSULTANT/CONTRACT SERVICES	1,623,380	527,677	1,095,703	33%
OTHER COSTS	796,060	370,735	425,325	47%
PROGRAM COSTS	722,281	169,482	552,799	23%
INDIRECT	590,819	252,923	337,896	43%
TOTAL	6,507,611	2,858,939	3,648,672	44%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 11-30-21 (75.0%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,352,398	1,353,722	1,998,676	40%
BENEFITS	801,121	307,629	493,492	38%
TRAVEL	33,264	38,339	(5,075)	115%
SPACE COST	687,660	528,735	158,925	77%
SUPPLIES	483,773	149,568	334,205	31%
EQUIPMENT	33,750	93,653	(59,903)	277%
CONSULTANT/CONTRACT SERVICES	275,443	144,705	130,738	53%
OTHER COSTS	153,543	286,564	(133,021)	187%
PROGRAM COSTS	1,276,858	143,479	1,133,379	11%
INDIRECT	690,452	280,200	410,252	41%
TOTAL	7,788,262	3,326,595	4,461,667	43%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 11-30-21 (75.0%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,193,191	684,242	508,949	57%
BENEFITS	334,364	195,048	139,316	58%
TRAVEL	28,920	19,732	9,188	68%
SPACE COST	168,480	196,067	(27,587)	116%
SUPPLIES	80,157	68,089	12,068	85%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	285,610	67,468	218,142	24%
OTHER COSTS	49,420	36,004	13,416	73%
PROGRAM COSTS	30,667	50,125	(19,458)	163%
INDIRECT	517,047	124,887	392,160	24%
TOTAL	2,687,856	1,441,662	1,246,194	54%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 11-30-21 (75.0%)

	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	80,541	(18,041)	129%
OTHER COSTS	44,410	11,021	33,389	25%
PROGRAM COSTS	-	-	-	0%
INDIRECT	25,843	14,543	11,300	56%
TOTAL	284,270	164,277	119,993	58%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2021/22
BUDGET TO ACTUAL - 03/01/21 TO 11/30/21 (9 OF 12 MONTHS = 75%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 7,471,110**	**$ 4,642,608**	**62.1%**	**$ 2,828,502**
Expenditures				
Salaries	3,983,144	2,636,132	66.2%	1,347,012
Benefits @ 23.6% actual	931,312	595,713	64.0%	335,599
Total Personnel Costs	4,914,456	3,231,846	65.8%	1,682,610
Operating Costs				
Travel	62,350	32,284	51.8%	30,066
Space Costs	206,370	216,021	104.7%	(9,651)
Supplies	150,200	105,873	70.5%	44,327
Equipment	196,000	217,253	110.8%	(21,253)
Consultant/Contract	956,000	575,308	60.2%	380,692
Other Operating Costs	352,750	436,120	123.6%	(83,370)
Total Operating Costs	1,923,670	1,582,858	82.3%	340,812
Total Expenditures	**$ 6,838,126**	**$ 4,814,703**	**70.4%**	**$ 2,023,423**
Excess (Deficit) Indirect Revenue	**$ 632,984**	**$ (172,095)**		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	$ 1,262,307	$ 781,480	61.9%	$ 480,827
Operations	2,324,790	1,684,835	72.5%	639,955
Executive	1,133,815	871,554	76.9%	262,261
Program Administration	330,664	170,632	51.6%	160,032
Finance	1,786,550	1,306,202	73.1%	480,348
	$ 6,838,126	$ 4,814,703	70.4%	$ 2,023,423

Prepared Date: 12/09/2021

DATE	January 5, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 407 812 824#

Personnel & Affirmative Action Committee Minutes

1. **Call to Order**

   Committee Chair Fred Plane called the meeting to order at 12:05 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll Call was taken with a quorum present.

   Present: Fred Plane (Chair), Jimmie Childress, Craig Henderson

   Absent: Michelle Jara-Rangel, Yolanda Ochoa

   Others present: Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; Lisa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; Tracy Webster, Chief Financial Officer; and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Regular Business**

   a. New 457(b) Executive Discretionary Supplemental Retirement Benefit Policy – Lisa McGranahan, Director of Human Resources – ***Action Item***

      Lisa McGranahan presented the above action item for approval and reported that the purpose of this change is to attract and retain qualified leadership staff.

      Fred Plane asked if this benefit is an ongoing increase annually. Lisa responded that it is a year-by-year determination. It is discretionary and based on performance and tis designed o reward exceptional performance. This is a one-time increase annually

      Fred Plane asked what the fiscal impact will be to CAPK. Tracy responded that the total cost is estimated to be $70,000, however, about $40,000 is being covered by program grants with $30,000 covered by the Indirect Fund.

Tracy also said this is an ongoing policy for the plan that was approved in 2021 and as of now, the CEO is the only person enrolled in the 457(b) plan.

Fred commented that due to the importance of these items, he would like the first three items to be pulled from Board Consent Agenda and asked staff to use the questions asked today to update the presentation to the full Board.

Motion was made and seconded to approve Fred Plane's recommendation to present this item, and items 4b and 4c at the upcoming Board Meeting. Carried by unanimous vote (Henderson/Childress).

b. New Executive Vehicle Stipend Policy – Lisa McGranahan, Director of Human Resources – ***Action Item***

Lisa McGranahan presented the above action item for approval and reported that the proposed stipend does not apply to executive staff that travel out of the county. Fred Plane suggested referencing the need to maintain adequate insurance policy. Tracy said that we have a very specific travel and vehicle policy, and Fred recommended that the policy should reference the vehicle policy. Lisa said an amendment will be made and included in what is presented to the Board.

Fred asked if staff had compared this to other CAP agencies, or other nonprofits or government agencies. Lisa said that competitors in the community offer some sort of vehicle allowance.

The committee members expressed concern about vehicle maintenance and how that could be an issue in the event of a catastrophic accident caused by poor vehicle maintenance.

Jimmie Childress commented that he is concerned about liability to the Agency and requested that the language under 'Responsibilities' be revised to include language on the mechanism for the Agency to inspect vehicles. Tracy said that CAPK's legal counsel has reviewed all three policies and approved them. Jimmie said he will not vote to approve the policy as written. Craig Henderson requested a mechanism in place to review vehicle maintenance records and/or provide physical inspection.

Fred Plane suggested comparing what other agencies have created and having our legal counsel and insurance broker review. Fred also requested that the proposal include the fiscal impact. The Committee will not approve as written and requested staff prepare to present this item to the full Board with revisions.

No action was taken. The Committee referred the policy back to staff for revisions to be presented to the full Board.

c. New Executive Vacation Accrual Benefit – Lisa McGranahan, Director of Human Resources – ***Action Item***

Lisa McGranahan presented the above action item for approval. Fred Plane asked staff to explain why the Executive Staff accrues vacation benefits at a higher rate than other staff. Lisa McGranahan provided an explanation to understand the logic of recruiting gold standard employees. Fred feels it

is reasonable and said executives that are hired will have an expectation of receiving similar vacation time as what they left behind.

Fred stated that due to the importance of these items, he reiterated his previous recommendation to pull the first three items from the Board Consent Agenda for further review and approval by the full Board.

Motion was made and seconded to approve Fred Plane's recommendation. Carried by unanimous vote (Childress/Henderson).

d. Revised Payroll and Compensation Policy – Lisa McGranahan, Director of Human Resources – ***Action Item***

Lisa McGranahan presented the above action item for approval and reported that the proposed shift differential pay will increase pay for employees who begin their shift sat 3:00 pm or 11:00 pm. This change will mostly impact the M Street Navigation Center. It has been very difficult to recruit employees to work those hours, so this change is designed to assist with the recruitment and retention of staff for those shifts. The pay grade is 1 or 2, so the salary is about $15/hour.

Craig Henderson agreed that this proposal is a good idea. Fred Plane said he doesn't feel it is enough and recommended an increase based on a percentage of the salary, if it will fit in the budget.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Childress/Henderson).

e. Changes/Reclassifying Finance Job Descriptions – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above action item for approval. Tracy summarized the restructure and changes of positions of the Finance Department.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

f. New Job Title and Job Description (Outreach Specialist Housing Services) – Rebecca Moreno, Director of Community Development – ***Action Item***

Rebecca Moreno presented the above action item for approval. Rebecca informed the Committee that the positions will go from now to the end of September 2022, per the contract. Rebecca also commented that staff is looking into other financial support.

Jimmie Childress said that the Housing Authority is doing something similar and questioned why CAPK is doing the same work. Rebecca replied and said the funding source is the County of Kern and the directives are very specific, and they are looking at specific target areas. Additionally, the Director of the Planning Dept with the County had requested this position.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

g. New Job Title and Job Description (Outreach Specialist) and Updated Job Descriptions and New Grade (Homeless Services) – Rebecca Moreno, Director of Community Development – ***Action Item***

Rebecca Moreno presented the above action item and reported that the job descriptions and titles have been reviewed by HR. The M Street Navigation Center is a 24-hour facility and management staff are often called out in the middle of the night to handle situations. The request is to upgrade three positions to accommodate the requirement needed to handle certain situations.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

h. CAPK Diversity, Equity, and Inclusion (DEI) Program Update – Traco Matthews, Chief Program Officer and Lisa McGranahan, Director of Human Resources – ***Info Item***

Lisa McGranahan presented the above info item and reported the program was to have been presented in greater detail, however, Traco Matthews, a key person in this program was unable to attend the meeting. Lisa provided a brief update and said that more details will be provided at the next meeting.

5. Committee Member Comments

No comments.

6. Next Scheduled Meeting

Personnel & Affirmative Action Committee
12:00 pm
February 2, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 1:41 pm.

MEMORANDUM

To: Personnel & Affirmative Action Committee

From: Lisa McGranahan, Director of Human Resources

Date: January 5, 2021

Subject: *Agenda Item 4d*: Revised Payroll and Compensation Policy – **Action Item**

CAPK Management is proposing approval of the revised Payroll and Compensation Policy. Changes to the policy include offering shift differential pay for employees who work shifts outside the regular weekday hours. Since it can be less desirable to work specific shifts, CAPK is incentivizing our workforce with a premium hourly rate as described below.

8.0 Shift Differential Pay

All employees working a schedule beginning at or after 3:00 p.m. shall be paid a night differential of fifty ($0.50) cents per hour in addition to their base rate.

All employees working a schedule beginning at or after 11:00 p.m. shall be paid a graveyard differential of one dollar ($1.00) per hour in addition to their base rate.

While differential pay is not legally required, they are a common benefit given to employees who agree to work undesirable hours. This is an effective practice used by many organizations that face the challenge of recruiting and staffing employees for hours outside the regular workday.

The change to the policy is just another way CAPK is committed to aligning initiatives with our Strategic Plan objectives of enhancing current employee benefits.

Finally, the expected fiscal impact from the implementation of this policy is minimal. In time, this policy and practice will likely save the agency money in both time related to the onboarding of new employees as well as in the reduction of turnover and related training time.

Recommendation:

Staff recommends that the Personnel Committee approve the revised Payroll and Compensation Policy.

Attachment:

Section 8.0 Employee Policy Manual

8.0 PAYROLL INFORMATION

8.0 PAYROLL AND COMPENSATION

8.1 Work Week and Workday

Employees will be paid on a bi-weekly basis, every other Friday, with paychecks distributed covering work performed during the previous two-week pay period. For payroll purposes, CAPK's standard workweek begins at 12:00 a.m. Monday morning and ends at 11:59 p.m. the following Sunday night. The standard workday begins at 12:00 a.m. on each scheduled workday and ends at 11:59 p.m. the same day. This standard workweek and workday applies to all employees unless otherwise specified. The employee's supervisor will advise the employee of their specific work schedule. Employees must notify their supervisor when they will be leaving for lunch, or for any other purpose and confirm what time they will return. Employees must be prepared to resume work promptly at the end of their scheduled lunch period or other break**.**

Some employees are scheduled to work an "alternate workweek." For such employees, the standard payroll workweek and workday will apply. Overtime premiums will be paid as required by law. CAPK reserves the right to cancel the schedule at any time.

8.2 Paycheck Information

Employees are paid bi-weekly every other Friday. CAPK offers free, automatic payroll deposit to the employee's bank account. CAPK's payroll practices are designed to be paperless, therefore we provide employees without a bank account the opportunity to enroll in a Visa-brand pay card program. This ensures all employees receive their pay timely and without worry of payment delays. CAPK does not print pay statements. However, employees can access their pay statement via an electronic portal. If a payday occurs on a holiday, employees should receive their deposits no later than the next business day.

At the agency's discretion, paychecks may be mailed or held with prior arrangements made with Human Resources. Any other alternatives to mailing a check must be arranged with Human Resources. For the employee's protection, his or her paycheck will not be given to any other person, except on the employee's written request. There are no advances of pay.

We are required by law to make certain deductions from employee's pay. Garnishments, wage assignments, liens, and other legal arrangements will be handled confidentially and in compliance with the law.

If an employee finds any error in his or her paycheck or pay statement (pay rate, hours worked, etc.), they must report the error to the Payroll Department immediately for correction. If there is an overpayment to one's account, payroll will contact the employee to see about arrangements for repayment of those funds.

8.3 Non-Exempt Employee Time Records

An employee's time record is their bill to CAPK for services rendered and is a legal document. All employees are expected to use CAPK's electronic timekeeping system. To be sure work time is paid in full, timestamp "In" at the beginning of the day, timestamp "Out" and "In" for lunch, and "Out" again at the completion of the day. Do not timestamp "In" or "Out" for the ten-

minute rest periods since these breaks are on CAPK paid time. Failure to use the electronic time keeping system will result in employee discipline.

Each employee is responsible for recording all overtime worked and reporting all missed breaks. It is the employee's responsibility to clock in and clock out for every shift worked (and all meal periods and other unpaid absences). Employees may not begin work before they have clocked in. Non-exempt employees working "off the clock" for any reason is prohibited, and a serious violation of CAPK policy. No one has the authority to require, allow or ask, directly or indirectly, any non-exempt employee to perform any work for CAPK "off the clock". If an employee forgets to clock in or out, or if an employee believes the timestamps are not accurate, they must notify their supervisor immediately, so the time can be accurately recorded for payroll purposes. Remember to record all time worked, even if it is during what should have been non-work time.

The beginning and end of each meal period or any other unpaid break is recorded by electronic timestamp. All arrivals and departures must be recorded by electronic timestamp as they occur. Time worked is rounded to the nearest 15 minutes time for calculating hours worked.

Under no circumstances may an employee electronically 'timestamp' for another employee. Each employee is only permitted to electronically 'timestamp' his or her own time. Any errors on an employee's timecard should be reported immediately to the supervisor.

Timecards must be reviewed and approved electronically by the employee at the completion of each pay period. An employee's approval verifies that the employee personally recorded all the time shown and that the hours reported are complete and accurate. The approved timecard will be submitted to the supervisor for review and approved by the payroll deadline.

8.4 Overtime for Non-Exempt Employees

There may be occasions when the workflow is such that CAPK may need non-exempt employees to work beyond their normal shift. CAPK will provide non-exempt employees with overtime pay in accordance with state and federal laws. Employees are expected to cooperate with requests to work overtime. Overtime will be offered or assigned to individuals at the sole discretion of CAPK.

Each instance of overtime must be approved in advance by management. It is the employee's responsibility to obtain approval from the supervisor before working overtime. Employees who work unauthorized overtime will be paid for the time worked; however, repeated failure to get advance approval may result in disciplinary action, up to and including termination.

As a reminder, for the purposes of calculating overtime for non-exempt employees, paid time off such as vacation, sick time, holidays, jury duty, etc. does not count towards overtime.

Exempt employees are not eligible for overtime pay.

8.5 Travel Time

With the exception of the employee's commute between home and work, most travel time is considered work time. Normally, on any given day, the time an employee spends traveling to the first place he or she reports for duty, and the time spent traveling home from the last place worked will be the employee's personal commute time. Time spent traveling between work sites after the start of each workday, will normally be work time. If employees are traveling out

of town or are assigned to an unusually distant work site for the day (i.e., not the employee's regular assignment), then the time spent traveling beyond the normal commute would normally be considered work time.

For example, if an employee is regularly assigned to work in Bakersfield four days a week and in Shafter one day a week, then the commute between the employee's home and his or her assigned location each day would not be work time. In other words, an employee is not "at work" until they at least show up at their first location for the day, and once they are done for the day, the drive home is on the employee's own time.

When the time spent traveling is "work time," the employee will be paid for their time in accordance with normal pay procedures. For all travel expenses and liquidation see CAPK Travel Policy. Please see Human Resources if there are any questions.

8.6 Cost of Living Allowance (COLA)

Cost of Living Allowance (COLA) may be provided to enable the employees to maintain equitable pay levels in accordance with federal, state, or other funding agencies. COLA increases are not related directly to employee performance or length of service and do not require the recommendation of the employee's supervisor. COLA increases may be specified by the funding source and are based on available funds. Because different funding sources have different policies regarding salary/wage increases, and these funding sources are directly related to programs, there may be situations when employees working in one program will receive a COLA increase and employees in another program may not receive a COLA. COLA increases may be applied to the positions salary range in the amount specified and the salary range may be adjusted by the amount of the COLA percentage. COLA increases may change the entire salary range and should not change the position of the employee within the salary range.

Employees must be an active current employee at the time the COLA is applied to receive the COLA. Employees on leave during a COLA will receive the COLA at the time the employee returns to active status.

When a COLA is announced and a retro-COLA must be paid, the employees in active status at the time the COLA is applied will be eligible to receive the retro-COLA.

8.7 Incentive Pay

Incentive compensation to employees based on program cost reduction, or efficient performance, suggestion awards, safety awards, etc., are allowable to the extent that the overall compensation is determined to be allowed by the funding source and reasonable and such costs are paid or accrued pursuant to an agreement entered into in good faith between CAPK and the employee(s) before the services were rendered, or pursuant to an established plan followed by CAPK so consistently as to imply, in effect, an agreement to make such payment.

8.8 Location Differential Pay

CAPK has some locations that are underserved and where there are not enough qualified employees who live reasonably nearby to appropriately staff the location. Accordingly, CAPK may need to staff the location with employees who live far away from the location and will need to commute a distance well more than an ordinary, reasonable commute. CAPK recognizes that regularly working this far from home will also create other inconveniences with respect to childcare, medical appointments, and other non-work-related matters. To account for the impact of assigning an employee to a distant location, the Director may designate certain non-exempt employees as eligible for "location differential pay." A designation will be

considered only where the assigned location is one where CAPK has difficulty staffing the site and must impose on the employee to commute a great distance to work at it.

Positions will be designated only in accordance with the program's need, as determined by the Director, with approval from the Director of Human Resources. This pay differential is not automatic; specific approval and a formal, written status change are required.

8.9 Shift Differential Pay

All employees working a schedule beginning at or after 3:00 p.m. shall be paid a night differential of fifty ($0.50) cents per hour in addition to their base rate.

All employees working a schedule beginning at or after 11:00 p.m. shall be paid a graveyard differential of one dollar ($1.00) per hour in addition to their base rate.

8.10 Compensation Policy

CAPK intends to provide competitive compensation within the local marketplace by utilizing a compensation system that determines the fair-market value of positions within CAPK. The system used will be objective and non-discriminatory in theory, application, and process.

While the goal of CAPK is to provide uniform application in compensation administration, this policy recognizes that because of the unique nature of CAPK with its varying funding sources, programs, funding opportunities, restrictions, and regulations, that providing uniformity in compensation administration across CAPK may not always be possible.

MEMORANDUM

To: Personnel & Affirmative Action Committee

From: Tracy Webster, Chief Financial Officer

Date: January 5, 2022

Subject: *Agenda Item 4e:* Changes/ Reclassifying Finance Job Descriptions – **Action Item**

Executive Summary

As Community Action Partnership of Kern (CAPK) continues to strive for efficiency and to prepare for the future with succession planning. We are proposing the adoption of new enhanced job descriptions for the Finance Division and changes to existing job descriptions in the Finance Division.

Background

The Finance Division has been evolving and developing over the years into more enhanced positions to better serve the programs they support. With the focus of the positions to certain programs and grants it has allowed for better communication and program cooperation.

Proposal:

Below are the details of the proposed reorganization of the Finance Division:

Changes to Existing Positions

- Reclassify two Accountants to Accountant II
- Reclassify the Accounting Manager to Accounting Administrator and place them over Accountants and Grants Management

New Positions

- Create a lead accounts payable role
- Create role of Position Control Specialist for fiscal year 2022-23

This restructure and changes to positions within the Finance Department allow for appropriate incremental progress on the Agency Strategic Plan Goal 6.1 and 6.2. The enhancement of succession planning within the Finance Division allows for improved continuity and agency stability.

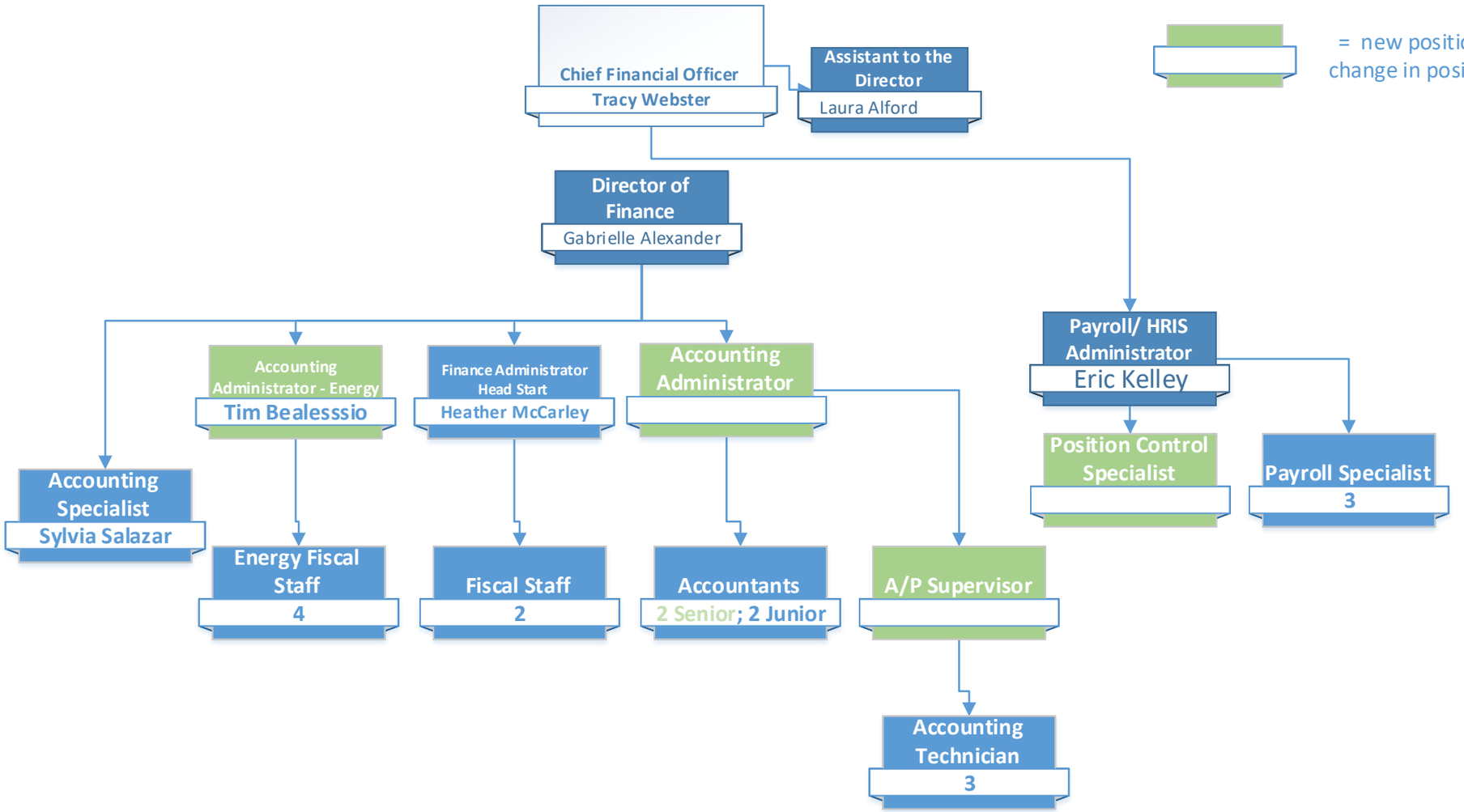
For the fiscal year ending February 28, 2022, there is no fiscal impact related to these changes. The fiscal impact for the position addition for March 1, 2022, has a fiscal impact of $55,000 plus benefits. This additional cost will be represented in the agency-wide budget to be presented to the Budget & Finance Committee on January 19, 2022.

Recommendation:

Staff recommends approval to implement the proposed job reclassification of two Accountants to Accountant II and reclassify the Accounting Manager to Accounting Administrator and place them over accountants and grant management. Creating the role of lead accounts payable and Position Control Specialist to continue to better serve CAPK Finance team.

Attachments:

Finance Org Chart
Accounting Administrator Job Description
Accounting Administrator – Energy Job Description
Accountant II Job Description
Position Control Job Description
Accounts Payable Supervisor


Chief Financial Officer
Tracy Webster
Assistant to the Director
Laura Alford
= new position/ change in position
Director of Finance
Gabrielle Alexander
Payroll/ HRIS Administrator
Eric Kelley
Accounting Administrator - Energy
Tim Bealesssio
Finance Administrator Head Start
Heather McCarley
Accounting Administrator
Accounting Specialist
Sylvia Salazar
Position Control Specialist
Payroll Specialist
3
Energy Fiscal Staff
4
Fiscal Staff
2
Accountants
2 Senior; 2 Junior
A/P Supervisor
Accounting Technician
3

Accounting Administrator

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 12 **FLSA Status:** Exempt **Date Approved:** 10/31/2018

SUMMARY:
Maintains and enhances the organization's finance department by planning, implementing directing, and coordinating the day-to-day accounting operations of the organization. Assists the Director of Finance with strategic leadership, implementation, and coordination of Finance activities and internal communications to ensure a positive culture and work environment, as well as appropriate fiscal compliance and accountability. Additionally, responsible for specialized accounting, auditing, and monitoring tasks.

SUPERVISION RECEIVED:
Receives supervision from the Director of Finance or from the Chief Financial Officer in the absence of the Director of Finance.

SUPERVISION EXERCISED:
Directly supervises Accountant IIs, Accountants, and Accounts Payable Supervisor.

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

Essential Job Specific Duties:

1. Assist Director in strategic planning and implementation of best practices and processes with respect to Generally Accepted Accounting Principles, Policies and Procedures, and funding guidelines. Position is a hands-on leadership role.
2. Train key management staff and division staff on effective use of the accounting and project management software modules/applications.
3. Manage, plan, and coordinate the day-to-day accounting operations of the organization to include cash disbursements, cash receipts, and recording of all accounting transactions to the general ledger.
4. Ensure the accuracy of the financial records of the organization.
5. Review and analyze general ledger accounts to ensure reliability and accuracy.
6. Review voucher packages to ensure completeness and accuracy, including proper authorizations and proper coding of transactions in accordance with the established chart of accounts.
7. Assist with cash flow analysis to determine vendor payments to be processed in conjunction with cash availability.
8. Maintain effective working relationships and communication with vendors of the organization.
9. Ensure the timely depositing and recording of all cash and cash equivalents.
10. Prepare audit schedules and financial schedules and reports as assigned.
11. Assist with facilitating the annual organization-wide audits and funding source financial onsite monitoring reviews.
12. Provide technical support to program managers on use of the chart of accounts and maximizing use of grant/program funds.

13. Direct the work of Accountants charged with managing and monitoring program grant/contract spending.
14. Coordinate with the Business Services Department on purchase orders and contract services agreements.
15. Coordinate with the Human Resources Division on the recording of payroll related transactions.
16. Ensure that established general ledger, cash receipts, accounts payable and payroll accounting procedures and processes are being followed.
17. Make recommendations to streamline the organization's accounting processes for enhanced effectiveness and efficiency and ensure that adequate accounting controls are in place.
18. Ensure that supporting documentation is adequate to support all accounting transactions of the organization.
19. Maintain original documentation for grant/award letters, lease agreements, contract services agreements, memorandums of understanding, general ledger journal entries and funding source correspondence.
20. Supervise and evaluate Finance staff in performance of duties.
21. Keep the Director of Finance and Chief Financial Officer informed on all issues affecting the accounting activities of the organization in a timely manner.
22. Provide divisional oversight on all areas of the Finance Division in the absence of the CFO and/or Director of Finance.
23. Perform other financial and accounting duties as assigned.
24. Stays current with relevant federal and state regulations and policies.

Other Job Specific Duties:

1. Attend all meetings, trainings, and conferences as assigned.
2. Maintain safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Organization and Finance Division policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Principles, methods, practices, and procedures concerning financial record management and reporting systems.
- Computer-assisted accounting systems, system analysis techniques, computer accounting and financial forecasting programs and data processing related equipment.
- Accounting, budget planning, and fiscal record management, storage, and retrieval systems.
- Advance accounting concepts: cost and general accounting, fiscal planning, audit procedures, management systems and organizational analysis.

Ability to:

- Work under frequent time pressures or deadlines.
- Research and resolve accounting issues.
- Plan, organize, allocate, and control confidential data and organizational resources.
- Use good organizational methods and procedures.

- Supervise and motivate a diverse group of individuals.
- Coordinate work requiring attention to detail.
- Communicate effectively, verbally and in writing.
- Establish and maintain effective working relationships, both internally and externally.
- Exercise good and independent judgment.
- Demonstrate initiative and ingenuity.
- Prepare fiscal, statistical, and written reports in a clear and concise manner.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in accounting, business administration or related field with at least 24 units in accounting and accounting related courses. Master's degree preferred but not required.
- Five (5) years of progressive accounting experience, including two (2) years of supervisory experience. Financial accounting experience in a non-profit organization or governmental entity is desirable, including familiarity with governmental accounting standards and regulations.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and have such records filed with the State Department of Social Services.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Accounting Administrator			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	

Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x			x		

Accounting Administrator - Energy

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 12 **FLSA Status:** Exempt **Date Approved:** 3/25/2020

SUMMARY:
Responsible for financial monitoring and reporting functions of program budgets/grants, including monitoring and analyzing assets, liabilities, revenue, and expenditures accounts, reviewing financial data, preparing budget to actual reports, and using findings to assist management with the day-to-day operations of the program.

SUPERVISION RECEIVED:
Receives supervision from the Director of Finance, or from the Chief Financial Officer in the absence of the Director of Finance.

SUPERVISION EXERCISED:
Fiscal Coordinator, Operations Technicians, and indirect supervision of Fiscal Technician, Billing Supervisor and Billing Technicians.

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

Essential Job Specific Duties:

1. Assists and provides guidance to the Program Administrator and Division Director for all fiscal issues affecting grants/programs.
2. Assist Director in strategic planning and implementation of best practices and processes with respect to Generally Accepted Accounting Principles, Policies and Procedures, and funding guidelines. Position is a hands-on leadership role. Manages the preparation and finalization of budgets and budget revisions.
3. Train key management staff and division staff on effective use of the accounting and project management software modules/applications.
4. Creates, maintains, and monitors a budget to actual report for each funding source along with an overall program budget and provides proposed budget modifications if expenditures are projected to exceed or underspend the budget.
5. Establishes, maintains, and enforces internal control procedures for inventory, fiscal, and billing departments.
6. Prepares a monthly financial/statistical report for use by the Program Administrator and Division Director.
7. Prepares annual program audit schedules.
8. Monitors inventory policies and procedures including review of monthly inventory reports for accuracy.
9. Reconciles various program accounts, including but not limited to, inventory and sub-contractors monthly.
10. Review data entered in program software, state database(s), and the general ledger.
11. Responsible for entering data into the State of California Department of Community Services and Development Expenditure Activity Reporting System.
12. Provides recommendations for improving and/or streamlining processes.

13. Prepares financial reports for grants/contracts in accordance with funding source requirements.
14. Analyzes general ledger accounts for propriety and accuracy.
15. Keeps Division Director and Program Administrator informed on all financial issues affecting grants/programs and recommends solutions for improvement.
16. Provides support to key program management staff on the effective use of the accounting software applications/modules.
17. Provides technical support to staff in resolving budget, financial, and reporting issues.
18. Stays current with relevant federal and state regulations and policies.

Other Job Specific Duties:

1. Attends all meetings, trainings, and conferences as assigned.
2. Maintains a safe and functional work environment.
3. Works alternative hours as required, including nights and weekends.
4. Performs any like duties as assigned.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Generally accepted accounting principles.
- Applicable state, federal, and local laws, codes, and regulations.
- Organization and division policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, general ledger database, and related software applications.
- Department policies and procedures.

Ability to:

- Analyze financial data and prepare financial statements and reports.
- Research and resolve accounting issues.
- Work independently.
- Coordinate work requiring constant alertness and attention to detail.
- Work under frequent time pressures and deadlines.
- Plan, organize, allocate, and control confidential data and organizational resources.
- Communicate effectively, verbally and in writing.
- Use good organizational methods and procedures.
- Establish and maintain effective working relationships, internally and externally.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in accounting, business administration, or related field with at least 24 units in accounting and accounting related courses. Master's degree preferred but not required.
- Five (5) years of progressive financial accounting experience, including two (2) years of supervisory experience.
- Financial accounting experience in a non-profit organization or governmental entity is

desirable, including familiarity with governmental accounting standards and regulations.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and have such records filed with the State Department of Social Services.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Accounting Administrator - Energy			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x			x		

Accountant II

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 10 **FLSA Status:** Non-Exempt **Date Approved:** 3/27/2015

SUMMARY:
Responsible for the more complex general accounting and financial reporting functions of the organization, including preparing financial statements, preparing budget to actual reports, reconciling bank accounts, and monitoring and analyzing assets, liabilities, revenue, and expenditures accounts.

SUPERVISION RECEIVED:
Receives supervision from the Accounting Administrator.

SUPERVISION EXERCISED:
None

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

Essential Job Specific Duties:

1. Manage the Abila MIP accounting software system, including understanding its capabilities and maximizing the use of its modules/application.
2. Train key management staff and division staff on effective use of the accounting software modules/applications.
3. Prepare organization-wide financial statements.
4. Prepare financial reports for grants/contracts in accordance with funding source requirements.
5. Prepare organization-wide budget to actual reports.
6. Analyze general ledger accounts for propriety and accuracy.
7. Maintain fixed assets subsidiary ledger in accordance with regulatory requirements.
8. Reconcile bank accounts monthly.
9. Analyze organization cash balances daily by grant and program.
10. Prepare U.S. Treasury cash drawdown supporting schedules.
11. Monitor expenditures on an ongoing basis to ensure that expenditures do not exceed the established budget.
12. Prepare periodic and special reports for financial, statistical, and other purposes for use by management staff.
13. Prepare annual audit schedules.
14. Provide technical support to program staff in resolving budget, financial, and reporting issue.
15. Keep the Accounting Administrator and Director of Finance informed on all accounting and financial issues affecting grants/programs and recommend solutions for improvement.
16. Perform other financial and accounting duties as assigned.
17. Manage position control data to ensure that positions are appropriately budgeted by funding source.

Other Job Specific Duties:

1. Attend all meetings, trainings, and conferences as assigned.
2. Maintain a safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Generally accepted accounting principles.
- Applicable federal, state, and local laws, codes, and regulations.
- Organization and Finance division policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, general ledger database, and related software applications.

Ability to:

- Prepare financial statements and reports.
- Analyze financial data.
- Research and resolve accounting issues.
- Work independently.
- Coordinate work requiring constant alertness and attention to detail.
- Work under frequent time pressures and deadlines.
- Plan, organize, allocate, and control confidential data and organizational resources.
- Communicate effectively, verbally and in writing.
- Use good organizational methods and procedures.
- Establish and maintain effective working relationships, internally and externally.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in accounting, business administration, or related field.
- Five (5) years of progressive financial accounting experience.
- Financial accounting experience in a non-profit organization or governmental entity is desirable, including familiarity with governmental accounting standards and regulations.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and have such records filed with the State Department of Social Services.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Accountant II			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x					

Position Control Specialist

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: TBD **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:

Under the supervision of the Payroll/HRIS Administrator, independently performs detailed administrative support work establishing and maintaining the Agency's position control system. The Position Control Specialist (PCS) shall ensure detailed and strict implementation of the Agency's approved position budgets, accurately record related costs, establish, and maintain statistical records and reports, and produce compliance-based reporting using a position control system, the Agency Human Resources information system, and MS Office software. The PCS serves as the department liaison for position control; performs complex technical duties such as control system table configuration and maintenance; conducts mass data updates; and reviews, analyzes and verifies a variety of personnel actions affecting position control. The PCS shall ensure that each position at the Agency has its own unique position control number and track incumbencies and vacancies regardless of changes to the position or incumbents' employment history or other elements. Positions shall be tracked even when there are no incumbents to fill specific positions.

SUPERVISION RECEIVED:

Receives supervision from the Payroll/HRIS Administrator.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Functions and Duties:

1. Receives direction and authorization from the Payroll/HRIS Administrator and communicates with Human Resources and payroll staff regarding position control issues.
2. Works closely with the Director of Human Resources, the Chief Financial Officer, the Director of Finance, Accountants, and delegates on issues of FTE and personnel status as they relate to position control.
3. Prepares/provides reporting from position control as needed for leadership to evaluate staffing and compensation.
4. Works with Finance staff to run salary projections and reconcile position information.
5. Extracts and transforms data from various systems sufficient to complete accurate uploads into the position control system; builds tracking systems/spreadsheets to analyze data.
6. Assists Chief Financial Officer or designee with staffing projections and allocations to funding sources.
7. Ensures integrity, compliance, and accuracy of information by maintaining knowledge of Agency policies, procedures, Union contracts, and federal and state regulations.

8. Maintains fiscal year position budgets annually and updates them from year to year.
9. Defines and reviews personnel budget and actuals data with program managers of all Agency programs to confirm position control system accuracy.
10. Provides payroll budget information to Agency Administration for the collective bargaining process.
11. Maintains confidentiality of sensitive information.
12. Monitors budgets and costs of all Agency approved positions, including unfilled positions.
13. Assists in the completion of mandatory reporting (example: EEO, Economic Census, Multiple Worksite reporting, and reporting required to complete internal audit functions).

Other Job Specific Duties:

1. Attends all meetings, trainings, and conferences as assigned.
2. Maintains safe and functional work environment.
3. Works alternative hours as required, including nights and weekends.
4. Performs any other like duties and special projects as assigned.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Agency, Finance, and Human Resource Division policies and procedures.
- General staffing and payroll practices.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, and human resources and payroll processing systems (ADP or other).

Ability to:

- Work independently, under frequent time pressures or deadlines and manage work time effectively.
- Use good organizational methods and procedures.
- Communicate effectively, verbally and in writing.
- Maintain effective working relationships with co-workers.
- Listen and communicate (written and verbal) with excellent grammar, spelling and proofreading skills to all levels of Agency.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent; AA degree in business, accounting, or equivalent work experience highly preferred.
- Three (3) years of responsible administrative office (support) experience (i.e., accounting, bookkeeping, and human resources) in a high-volume customer service environment.
- Experience with HRIS and position control systems.
- Proficient in MS Office Suite, specifically MS Excel.
- Experience is desirable in a not-for-profit agency that includes duties involving budgets, grants or detailed statistical reports or a public agency or business office working in position control, staff budgeting or comparable area.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and have such records filed with the State Department of Social Services.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

- Work is primarily performed indoors.
- Noise level is quiet to moderate. Work is in an open office environment with persistent conversation and interruption.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Position Control Specialist			
Activity Hours Per Day	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x			x		

Accounts Payable Supervisor

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Grade: Grade 9 **FLSA Status:** Non-exempt **Date Approved:** TBD

SUMMARY:

Under the direction of the Accounting Administrator, the Accounts Payable Supervisor will be responsible for the accounting activities to include, but not limited to, the approval and organization accounts payable activities and the execution of weekly payables tasks. Responsible for processing and general supervision of accounts payable tasks. Responsible for general guidance and training of Accounts Payable staff and processes.

SUPERVISION RECEIVED:

Receives supervision from the Accounting Administrator or Director of Finance.

SUPERVISION EXERCISED:

Three (3) Accounting Technicians

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

1. Train and supervise accounts payable accounting technicians in agency policies and procedures addressing expenditures.
2. Monitor requests for payment to ensure that expenditures are approved and allowable.
3. Establish, balance, verify, adjust, and maintain accounting and fiscally related records and reports.
4. Process a variety of documents pertaining to fiscally related transactions.
5. Prepare documents to support bank transactions.
6. Process general ledger data entry transaction into the accounting system.
7. Analyze travel advances and liquidations for compliance with organization policies and procedures.
8. Allocate transactions and prepare journal entries as needed.
9. Maintain filing system for grants, contract service agreements, leases, journal entries, and other financial documents.
10. Prepare audit schedules as needed.
11. Assist in the preparation of financial schedules and reports.
12. Make complex arithmetical calculation and verify computations.
13. Aid in compiling cash receipts and general ledger supporting documentation for funding source monitors and auditors.
14. May perform accounts payable and accounts receivable functions.
15. Match purchase requisitions, purchase orders, receiving documents, and vendor invoices.

16. Receive, review, and verify financial documents and reports for accuracy and adherence to legal mandates, policies, and operational guidelines.
17. Review accuracy of coding for disbursement and receipt transactions using the established chart of accounts.
18. Prepare checks and disbursement packages.
19. Monitor and ensure that the aging of accounts payable is within the organization guidelines.
20. Reconcile vendor statements and resolve any discrepancies in a timely manner.
21. Maintain a filing system for all unpaid invoices.
22. Research and resolve any problems or inquiries associated with disbursement transactions.
23. Assist in compiling cash disbursement supporting documentation for funding source monitors and auditors.

Other Job Specific Duties

1. Attend all meetings, trainings, and conferences as assigned.
2. Maintain safe and functional work environment.
3. Work alternative hours as required.
4. Perform any other like duties as assigned.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Methods, practices, and procedures of accounting and fiscally related record management systems.
- Auditing, account and fund monitoring, and reconciliation processes.
- Organization and Finance Division policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, general ledger database, and other related software applications.

Ability to:

- Perform detailed accounting functions.
- Audit, review, and prepare financial reports, records, and related summaries.
- Make mathematical calculations with speed and accuracy.
- Work under frequent time pressures or deadlines.
- Use good organizational methods and procedures.
- Communicate effectively, verbally and in writing.
- Follow instructions given by supervisor.
- Maintain effective working relationships with co-workers.

EDUCATION AND EXPERIENCE

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

- High school diploma or equivalent and six (6) semester units of post high school coursework in general accounting, bookkeeping, business math, and/or accounting related courses.

- Five (5) years of increasingly responsible experience in fiscal record keeping, accounting, and reporting, including computer-assisted processes.
- One (1) year of demonstrated experience working with electronic spreadsheet applications.
- Accounting experience in a non-profit or governmental entity is desirable.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and have such records filed with the State Department of Social Services.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Accounts Payable Supervisor			
Activity Hours Per Day	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	

Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x			x		

MEMORANDUM

To: Personnel Committee

From: Rebecca Moreno, Director of Community Development

Date: January 5, 2022

Subject: *Agenda Item 4f*: New Job Title and Job Description (Outreach Specialist – Housing Services) – **Action Item**

The CAPK Housing program offers rental assistance and housing services to low-income individuals and families throughout Kern County. The Housing Program received $3,800,000.00 from the County of Kern to provide rental assistance services throughout Kern County from January 01, 2021, through September 30, 2022. Because this is a new service line for the agency, minimal awareness of the program has translated to lower utilization of services. Stronger outreach and marketing are needed to reach more Kern County residents in need of rental assistance. The addition of this position will support the program goal of reaching as many residents as possible in the contractually outlined service area.

The Housing program is requesting approval for a new job title of Outreach Specialist – Housing Services, with a description specifically crafted for the current Housing and Rental Assistance program. The new job title and description have been reviewed and approved by Human Resources and pointed at Grade 6 in the CAPK compensation schedule. This is a temporary position that may transition into permanent should additional resources become available.

Upon approval from the Board of Directors, staff will begin the hiring process for the Outreach Specialist. Anticipating the potential need, the position was included in the original budget, so no changes would need to be submitted to the County.

Recommendation:

Staff recommends that the Personnel Committee approve the new Outreach Specialist - Housing Services Job Title and Description.

Attachment:
Outreach Specialist - Housing Services Job Description

Outreach Specialist – Housing Services

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 6 **FLSA Status:** Non-Exempt **Date Approved:**

SUMMARY:
Provide education and outreach to promote Housing Services

SUPERVISION RECEIVED:
Receives supervision from the Housing Services Program Manager.

SUPERVISION EXERCISED:
None.

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

Essential Job Specific Duties:
- Perform appropriate education and outreach activities to ensure eligible Kern County Residents in specific target areas are informed about Housing Services.
- Conduct education and outreach activities to areas identified as having the highest proportion of eligible Kern County residents.
- Provide services with organizations that have trusted relationships in the community to implement effective education and outreach activities.
- Attend outreach events to promote Housing Services.
- Promote and maximize awareness of the Housing Services programs.
- Provide information on Housing Services.
- Disseminate information to eligible populations to increase awareness of Housing Services in multilingual languages.
- Develop content for marketing materials.
- Maintain social media accounts with direct messaging regarding Housing Services.
- Attend meetings, workshops, and trainings as required.
- Other duties as assigned.

Other Job Specific Duties:
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Travel throughout Kern County.

MINIMUM QUALIFICATIONS:
The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.

- Modern office practices, methods, procedures and equipment, including computers.
- Word processing, spreadsheet, database, and other related software applications.
- Proper telephone etiquette.
- Proper grammar, punctuation, and spelling.

Ability to:
- Work under pressure in new situations.
- Always maintain client confidentiality.
- Greet visitors and clients in a professional manner.
- Operate standard office machines.
- Plan and organize resources.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Demonstrate strong problem-solving skills.
- Attend evening and weekend meetings.
- Effectively present program information to the public.
- Establish professional working relationships with staff and agencies.
- Travel throughout Kern County as needed.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent.
- Experience working with organizing community outreach, marketing, and social media.
- Experience working with persons of diverse socio-economic and ethnic backgrounds.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Multilingual language fluency highly desirable.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Outreach Specialist – Housing Services			
Activity Hours Per Day	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			X

Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x			x		

MEMORANDUM

To: Personnel Committee

From: Rebecca Moreno, Director of Community Development

Date: January 5, 2022

Subject: *Agenda Item 4g*: New Job Title and Job Description (Outreach Specialist) and Updated Job Descriptions and New Grade (Homeless Services) - **Action Item**

The CAPK M Street Navigation Center offers shelter and wraparound housing services to individuals experiencing homelessness in Kern County. After operating the low barrier navigation center for over a year, leadership has identified the need to include additional responsibilities and requirements in the stated job duties for selected staff members, specifically staff who are on-call. The program is unique in the sense that it provides services 24 hours a day, 7 days a week, with no breaks or holidays during the year. Due to the high visibility, 24/7 schedule, and on-call requirements, attrition is naturally higher than many other programs. The leadership team works hard to maintain the safety and security of the staff, contracted providers, volunteers, and the residents of M Street. Changes to the selected job descriptions will provide a more-accurate picture of the required duties for applicants, boost the attraction of candidates who are more prepared to take on the intense workload, and strengthen retention for current staff.

M Street Navigation Center is requesting approval to update the current job descriptions for the following positions:

- Homeless Services Program Manager (remains at Grade 11)
- Homeless Services Operations Supervisor (Grade 8 to Grade 9)
- Homeless Services Program Services Supervisor (Grade 8 to Grade 9)

The updated job descriptions have been reviewed and approved by Human Resources. The grades for Homeless Services Operations Supervisor and Homeless Services Program Services Supervisor were repointed at Grade 9 in the CAPK compensation schedule.

Recommendation:

Staff recommends that the Personnel Committee approve the updated job descriptions for the positions of Homeless Services Program Manager, Homeless Services Operations Supervisor, and the Homeless Services Program Services Supervisor.

Attachments:
Homeless Services Program Manager Job Description
Homeless Services Operations Supervisor Job Description
Homeless Services Program Services Supervisor Job Description

Homeless Services Program Manager

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 11 **FLSA Status:** Exempt **Date Approved:**

SUMMARY:
To provide leadership for the Homeless Services program in accordance with Community Action Partnership of Kern (CAPK) and in partnership with local government regulations and program policies and procedures, including, but not limited to, program management, supportive client services, community partner participation, Coordinated Entry Services (CES), case management, data collection and reporting, volunteer and donor engagement, and food services, and complete oversight of client encampment.

SUPERVISION RECEIVED:
Director of Community Development.

SUPERVISION EXERCISED:
Homeless Services Supervisor, Homeless Services Operations Supervisor, Homeless Services Volunteer Coordinator, Homeless Services Coordinator

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

Essential Job Specific Duties:
- Supervise assigned staff assigned to the M Street Navigation Center and Client Encampment.
- Responsible for developing and managing program budgets.
- Develop and implement comprehensive Homeless Services program policies, best practices, and procedure guidelines.
- Provide technical assistance and consultation to program staff, partners, agencies, and local entities for effective implementation of the Homeless Services program.
- In collaboration with CAPK Community Development staff, researches and develops proposals for fundraising, maintaining, and expanding the Homeless Services Division, as appropriate.
- In coordination with the Director and CAPK Community Development staff, oversees community outreach and public relations and assists in identification and cultivation of volunteers and donors.
- Oversee the safety and operation of navigation center and client encampment area.
- NARCAN Certified
- Ensure timely and accurate data management as required by funding sources, central administration, and finance and ensure reporting deadlines are met.
- Build and develop positive collaborations with CAPK programs, other agencies and service providers, and attends any necessary community meetings.
- Advocate on behalf of key homeless issues in all suitable forums – local, regional, state, and federal.
- Responsible for all Health and Safety Protocols.

Other Job Specific Duties:

- Attend all meeting, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work be able to work alternative hours as required, including nights, weekends and holidays.
- Communicate effectively, both orally and in writing.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsivities.

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Employment, political, and health services systems.
- Problems of the homeless and socially and economically challenged individuals and families.

Ability to:

- Deal with conceptual matters.
- Plan, organize, and allocate resources.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Attend evening and weekend meetings.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and community members.
- Analyze and interpret statistical reports and legislation for program design and implementation.
- Monitor, analyze, and evaluate programs, including the development of system design and procedural guidelines.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in sociology, business administration, public administration, or related field.
- Four (4) years' experience in administration/management, including program design, management, budgeting, program evaluation, community organization, public relations, or related experience.
- Two years of supervisory experience.
- Any equivalent combination of education and/or experience may be acceptable.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Completion of a live scan clearance, physical, TB, and substance abuse screening upon offer of employment.
- NARCAN certification within six months of hire.
- Bilingual language fluency (English/Spanish) highly desirable.

WORK ENVIRONMENT:

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

- Work is primarily performed indoors/outdoors.
- Noise level is moderate.
- Hazards are relevant to work environment.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Homeless Services Program Manager			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting		x	
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing		x	
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**

0-10 lbs.			X			X
11-25 lbs.		X			X	
26-50 lbs.		X			X	
51-75 lbs.	X			X		
76-100 lbs.	X			X		
100+ lbs.	X			X		

Homeless Service Operations Supervisor

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 9 **FLSA Status:** Exempt **Date Approved:**

SUMMARY:

Supervise the day-to-day operations of the homeless shelter program and staff, specifically related to meal delivery and preparation, shelter beds, laundry, contracted kennels, bathrooms/showers, partner support, client support, and contracted security, ensuring compliance of all regulations. Provides a successful and supervised setting for staff, providers, volunteers, and clients. Provides on-going assessment on data reporting and collection as required, facilitates the progress of the shelter program and partner support. Responsible for maintaining compliance with all applicable regulations, policies, and procedures.

SUPERVISION RECEIVED:

Homeless Services Program Manager.

SUPERVISION EXERCISED:

Homeless Services Food Prep Lead, Homeless Services Food Prep Assistant, Custodian, Homeless Shelter Worker/s.

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Ensures ongoing communication with center staff in a timely manner and conducts weekly meetings.
- Conducts monthly meetings with county, law enforcement, contracted security leadership to discuss concerns, renovations, security practices and implementations at the shelter.
- Supervises Shelter staff and ensures overnight client's numbers are accurately reported daily.
- Monitors kennel and staff kennel to ensure kennel is operating safely.
- Prepares and submits accurate and timely reports, assessments, incident reports, and correspondence as required.
- Ensures maintenance of required program files for shelter and encampment.
- Responsible for all site purchases and invoices. Monitors invoices and submits to Account Payables.
- Updates Public Health on any health and safety issues.
- Work in collaboration with shelter staff, providers, volunteers, law enforcement, code enforcement and county officials to implement strategies, techniques, and/or recommendations.
- Responsible for the operation and safety of client encampment.
- Responsible for minor repairs and ensures that all sitework orders are submitted in a timely manner.
- Responsible for the ordering and monitoring of food inventory relating to meal preparation and delivery.

- Provide assistance and guidance to food preparation staff, custodial staff, shelter staff, shelter providers, and volunteers.
- Must be able to obtain Agency-wide certification, including, but not limited to, CPR, Manager's Food Safety Certification and Narcan Training certification.
- Responsible for requisitioning and/or monitoring appropriate janitorial supplies and materials for the department, including, but not limited to, linens, blankets, pillows, towels, soap, shampoo, bathroom supplies, food supplies, and animal care supplies.
- Ensures client records, individual case files, daily logs, and service statistics are maintained in an accurate and timely manner.
- Responsible for making sure Health and safety protocols are followed.

Other Job Specific Duties:
- Prepares, conducts, and attends all meetings, trainings, and conferences, as assigned.
- Maintains a safe and functional work environment.
- Schedule staff and work alternative hours as required, including nights, weekends, and holidays.
- Is proactive, in cooperation with other center staff, partners, volunteers, and clients the monthly shelter and program goals.
- Performs other tasks as may be required for the efficient operation of a comprehensive, integrated program.
- Works with Volunteer Coordinator to promote volunteers and donations.

MINIMUM QUALIFICATIONS:
The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:
- Correspondence and report writing practices and procedures.
- Current problems of the homeless and socially and economically challenged families.
- Food meal preparation, overnight shelter services, client personal care services and kennel operation.
- The contributions of volunteers and clients who may be non-professional.
- Modern office practices, methods, procedures, and equipment, including computers. Word processing, spreadsheet, database, and related software applications.

Ability to:
- Demonstrate good interpersonal skills. Work as a positive team member.
- Communicate effectively, verbally and in writing. Work with conceptual matters.
- Assist with allocation of onsite resources.
- Effectively present shelter program services information to the public.
- Establish professional working relationships with staff, partners, and volunteers.
- Reasonably obtain knowledge of applicable federal, state, and local laws, codes, and regulations and Agency and departmental policies and procedures.

EDUCATION AND EXPERIENCE:
The following requirements generally demonstrate possession of the minimum requisite knowledge and ability

necessary to perform the duties of the position.

- Associate degree from any accredited college or university with major in one of the social services, psychology, or related field.
- At least two (2) years' supervisory experience.
- Experience working with the homeless and economically challenged.
- Must be able to obtain Agency-wide certification, including, but not limited to, CPR, Manager's Food Safety Certification and Narcan Training certification within six months of employment.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Completion of a live scan clearance, physical, TB, and substance abuse screening upon offer of employment.
- Fully fluent in English and Spanish desirable.

WORK ENVIRONMENT:

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

- Work is primarily performed indoor/outdoor.
- Noise level is moderate.
- Hazards are relevant to work environment.

POSITION TITLE Homeless Services Operation Supervisor			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	

Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x			x		

Homeless Services Program Services Supervisor

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 9 **FLSA Status:** Exempt **Date Approved:**

SUMMARY:
Supervises the day-to-day operations of the homeless shelter staff, specifically related to CES and HMIS, case management, provider and client support, ensuring compliance of all funding source regulations. Provides a successful and supervised setting for staff, providers, volunteers, and clients. Performs on-going assessments on data reporting and collection and case management. Facilitates the progress of shelter program and partner support and maintains compliance with all applicable regulations, policies, and procedures.

SUPERVISION RECEIVED:
Director of Community Development and Homeless Services Program Manager

SUPERVISION EXERCISED:
Program Specialist, Homeless Navigator, Volunteer Coordinator

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

Essential Job Specific Duties:
- Responsible for the monitoring of day-to-day operations and staff specifically related to CES and HMIS, case management, and provider and client support to ensure compliance with federal, state, and local regulations, including indoor and outdoor environments.
- Ensure ongoing communication to center staff in a timely manner.
- Address all staff, volunteer, provider, and client concerns under the direction of the Homeless Services Program Manager.
- Monitor related and/or assigned electronic reports to ensure all mandatory requirements are met.
- Prepare and submit accurate and timely reports, assessments, and correspondence as required.
- Ensure maintenance of required program files.
- Schedule daily intakes for shelter to maintain maximum occupancy.
- Work in collaboration with shelter staff and providers to mentor staff and volunteers to implement strategies, techniques, and/or recommendations.
- Responsible for providing document planning and program implementation. Provide technical assistance and guidance to shelter staff, providers, and community/volunteers.
- Responsible for requisitioning appropriate supplies and materials for the department.
- Work in collaboration with shelter staff, providers, volunteers, law enforcement, code enforcement, and county officials, to implement strategies, techniques, and/or recommendations.
- Report monthly data to agencies with the BKRHC.
- Responsible for making sure Health and Safety protocols are followed.
- Ensure client records, individual case files, daily logs, and service statistics are maintained in

an accurate and timely manner

Other Job Specific Duties:
- Prepare, conduct, and attend all meetings, trainings, and conferences as assigned.
- Schedule staff and work alternative hours as required, including nights, weekends, and holidays.
- Maintain a safe and functional work environment.
- Is proactive, in cooperation with other center staff, partners, volunteers, and clients in achieving the monthly shelter and program goals.
- Performs other tasks as may be required for the efficient operation of the comprehensive, integrated shelter program.
- Performs other like duties as assigned.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:
- Correspondence and report writing practices and procedures.
- Current problems of the homeless and socially and economically challenged families.
- The contributions of volunteers and clients who may be non-professional.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.

Ability to:
- Demonstrate good interpersonal skills.
- Work as a positive team member.
- Communicate effectively, verbally and in writing.
- Work with conceptual matters.
- Plan, organize, and allocate resources.
- Effectively present shelter program services information to the public.
- Establish professional working relationships with staff, partners, and volunteers.
- Reasonably obtain knowledge of applicable federal, state, and local laws, codes, and regulations, and Agency and departmental policies and procedures.

EDUCATION AND EXPERIENCE:

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

- Associate degree from any accredited college or university with major in one of the social services, psychology, or related field.
- At least two (2) years' supervisory experience.
- Experience working with the homeless and economically challenged.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Completion of a live scan clearance, physical, TB, and substance abuse screening upon offer of employment.

- Must be able to obtain agency wide certification to include but not limited to CPR, ServSafe Certification, Manager's Food Safety Certification, and Narcan Training Certification with six months of employment
- Bilingual language fluency (Spanish/English) desirable.

WORK ENVIRONMENT:

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

- Work is primarily performed indoors/outdoors.
- Noise level is moderate.
- Hazards are relevant to work environment.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Homeless Services Program Services Supervisor			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	

26- 50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x					

DATE	January 12, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 512 324 904#

Program Review & Evaluation Committee Minutes

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**

   Committee Chair Nila Hogan called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll call was taken with a quorum present.

   Present: Nila Hogan (Chair), Joe Garcia, Michelle Jara-Rangel, Maritza Jimenez, and Marian Panos

   Absent: None

   Others present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Program Presentation**

   a. Energy Program Presentation by Wilfredo Cruz, Energy Program Administrator

      Wilfredo Cruz provided a presentation about the Energy program, including the LIHEAP, Weatherization and HEAP services offered, and how to apply for services, and outreach to the community.

      Maritza Jimenez asked if there was a radio campaign for the marketing efforts. Wilfredo said it is part of the marketing plan in 2022, in particular, for the Spanish sector. Maritza shared that she has many radio contacts and will share.

5. **Regular Business**

   a. November & December 2021 Program Reports – Pritika Ram, Director of Administration – ***Action Item***

      Pritika Ram presented the November & December 2021 Program Reports for approval and provided notable highlights.

Marian Panos asked how the clients from the M Street Navigation Center are tested for COVID-19. Laurie Hughey replied and said that clients are screened upon entry and are asked if they are vaccinated or want to be vaccinated. If they want to be vaccinated, they are provided with the J&J Vaccine. Marian asked if they are tested on a regular basis. Laurie said no, they provide continued screening and check temperatures.

Motion was made and seconded to approve the November & December 2021 Program Reports. Carried by unanimous vote (Panos/Jimenez).

b. Application Status Reports & Funding Requests for November & December 2021 – Vanessa Cortez, Senior Community Development Specialist – ***Action Item***

Vanessa Cortez presented the above Application Status Report and Funding Profiles for approval.

Marian Panos commented on the Application Status Report, sand aid the print was too small and requested the report be revised to enlarge the print. Pritika Ram said she will adjust the report for the next meeting.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Panos/Garcia)

c. December 2021 Head Start / State Child Development Enrollment Update & Meals Report – Robert Espinosa, PDM Administrator – ***Action Item***

Robert Espinosa introduced Carol Hendricks, the new Head Start State Enrollment / Attendance Manager, replacing Ginger Mendez and said Carol will present the report beginning next month. Robert presented the December 2021 report for approval.

Michelle Jara-Rangel requested and update on the Oasis Center for the reduction of slots at that center, and also an update on the status of combining the grants? Jerry Meade said in regard to the Oasis center, approval has not yet been received to reduce the number of slots in the current funding year. On March 1, 2022, the consolidation will take place and will see the reduction in 8 slots. Jerry said that we will likely see the application come in at the end of February. The Office of Head Start (OHS) is providing an additional month to close out at the end of February.

Michelle also asked about the Esquelita Center, and if children are enrolled and ready to attend once it is open. Jerry Meade confirmed that the license application has been submitted and waiting on review by the Fire Marshall. Staff is very confident that the Fire Marshall will approve within the timeline.

Jeremy Tobias added that there is an increase in COVID Cases community wide, and staff has been impacted as well, with some of the center sites having to close temporarily.

Marian Panos asked about the mask requirements for the children. Jerry Meade said CAPK is providing masks for small children and field inspections show that children are wearing them, and staff is providing continued education for the parents.

Michelle Jara-Rangel asked if there is an opportunity to provide hybrid classes. Jerry said the answer is no, but staff continues to provide services, however, those services are not identified as a hybrid model. In the past week, there have been 14 classroom closures from 7 sites.

Marian Panos welcomed Carol Hendricks to the position and noted that she saw the letter about full enrollment and was encouraged.

Motion was made and seconded to approve the December 2021 Head Start / State Child Development Enrollment Update & Meals Report. Carried by unanimous vote (Jimenez/Panos).

d. Oasis FRC and Kern Early Stars – Eric Le Barbe, Oasis Family Resource Center Supervisor – ***Action Item***

Eric Le Barbe presented the above action item for approval and reported that there is no funding associated with the contract presented.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Jara-Rangel/Garcia).

e. Housing for the Harvest Update – Ian Sharples, Housing Program Services Manager – ***Info Item***

Ian Sharples presented the above info item and provided an update on the program, which targets farmworkers who have been exposed to or have tested positive for COVID-19. The program provides up to $1,000 to self-isolate without migrant or citizenship status being a factor. The goal is to encourage isolation if a positive test is returned. To be eligible, the applicant needs to provide some sort of documentation of proof of work. To achieve the maximum amount, a W-9 form is required, however, most participants have only opted for the $400 to avoid providing the W-9 form. Applicants can apply multiple times if their exposure rate is more than once. The state has not reallocated funds but has extended the term of the contract to end on April 30, 2022. The results so far, show 841 people have signed up to participate in the program. Overall, the CAPK participants represent 60% of the statewide participation.

Maritza congratulated Ian on the outstanding success and asked about the name of the consulting firm. Ian provided the name of the firm, Adelanto Strategies.

f. Strategic Plan Update on Goal #1 – Susana Magana, Director of Health & Nutrition – ***Info Item***

Susana Magana reported that the goal group has met three times and noted that funds have been requested support the objectives.

6. <u>Old Business</u>

a. Follow-up Items from the October 13, 2021 Meeting - Pritika Ram, Director of Administration – ***Info Item (p.)***

Pritika Ram presented the above info item as requested by the Committee at the October 13, 2021 meeting.

Marian Panos thanked the staff for the follow-ups.

7. <u>Committee Member Comments</u>

- Maritza Jimenez said good job to staff keeping the programs going through a tough time.
- Michelle Jara-Rangel said good job to all and looking forward to the projects in the new year.
- Joe Garcia agreed with the sentiments about the good job, and especially thanked staff for the great work on the Housing for the Harvest program.
- Marian Panos thanked staff for the great work and for helping to keep the community safe.

8. Next Scheduled Meeting

Program Review & Evaluation Committee
12:00 pm
Wednesday, February 9, 2022
5005 Business Park North
Bakersfield, CA 93309

9. Adjournment

The meeting was adjourned at 1:28 pm.

November & December 2021 Program Monthly Reports

PRE Committee January 2022

Community Development

2-1-1 Kern Call Center

Coordinated Entry Services

M Street Homeless Navigator Center

Community Action Partnership of Kern
Monthly Report 2021

Month	November	Program/Work Unit	211 Kern
Division/Director	Traco Matthews, CPO	Program Manager	Jennifer Jordan, Program Administrator
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org.

Most Requested Services	Homelessness Assistance	Food	Utility Assistance
Top 3 Unmet Needs	Housing	Healthcare	Financial Assistance

Information and Referral Services Calls Handled (Referred)	Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)	7,920	79,140	72,000	132%	110%
Kings County (SRV 7c)	220	3,231	2,400	110%	135%
Tulare County (SRV 7c)	708	16,907	18,000	47%	94%
Stanislaus County (SRV 7c)	1,291	17,612	14,400	108%	122%
Total	**10,139**	**116,890**	**106,800**	**99%**	109%

Staffing vs. Call Volume	Current Staff	Staff Needed Per Call	Staff Over/ Short
Staff dedicated of Kern calls handled. Expectation is 42 calls per staff for an 8 hour shift.	17	1.8	**(13.60)**

Grant Funded Services	Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)	27	286	300	108%	95%
Medi-Cal Application (SRV 7b & SRV 7c)	11	108	100	132%	108%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)	20	213	300	80%	71%

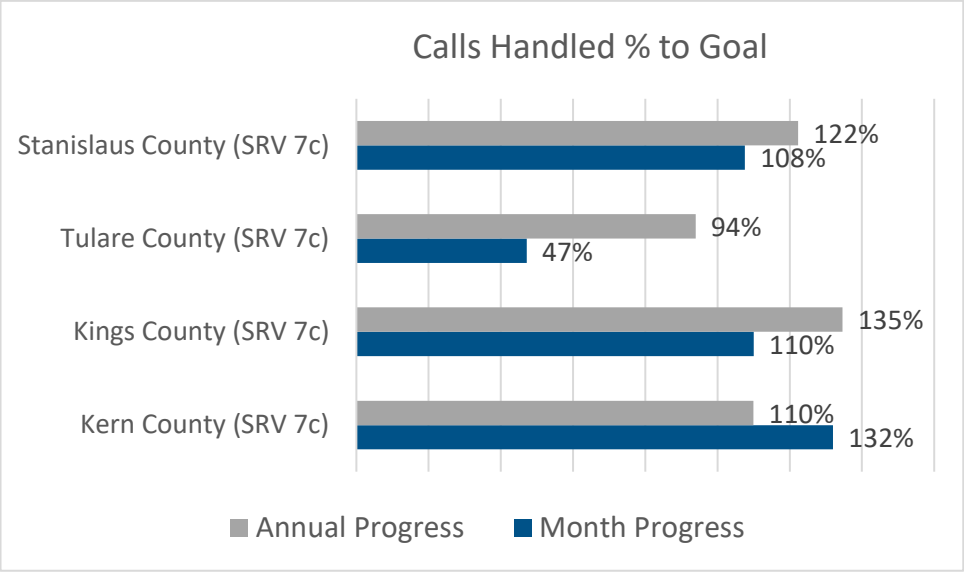
Website Visitors	Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated	19,049	207,323	200,000	114%	104%

Other Calls	Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)	3,179	40,523	42,000	91%	96%
Mental Health (SRV 7c)	298	3,098	2,400	149%	129%
Health and Human Service Referrals	9,291	100,847	100,000	111%	101%

Community Action Partnership of Kern
Monthly Report 2021

Explanation (Over/Under Goal Progress)
The call volumes for Tulare County decreased, however, the community needs remain consistent.

Month	November	Program/Work Unit	211 Kern
Program Strategic Goals		**Progress Towards Goal**	
1. Fill Staff Vacancies		Interviewed candidates for the Care Coordinator position. Offered to a candidate, however, the candidate declined. The position was re-posted.	
2. Retain Staff		Program Administrator and Program Supervisor continue to continue with employee engagement in an effort for staff retention.	
3. Contingency Staffing Plan		211 leadership will work on a plan for unexpected call handling circumstances which may present an impact on the call center.	



Community Action Partnership of Kern
Monthly Report 2021

Month	December	Program/Work Unit	211 Kern
Division/Director	Traco Matthews, CPO	Program Manager	Jennifer Jordan, Program Administrator
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org.

Most Requested Services	Food Stamps/SNAP	Food Pantries	Homelessness Assistance
Top 3 Unmet Needs	Holiday Programs	Homeless Shelter	Rental Assistance

Information and Referral Services Calls Handled (Referred)	Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)	7,311	86,451	72,000	122%	120%
Kings County (SRV 7c)	190	3,421	2,400	95%	143%
Tulare County (SRV 7c)	680	17,587	18,000	45%	98%
Stanislaus County (SRV 7c)	1,154	18,766	14,400	96%	130%
Total	**9,335**	**126,225**	**106,800**	**90%**	118%

Staffing vs. Call Volume	Current Staff	Staff Needed Per Call	Staff Over/ Short
Staff dedicated of Kern calls handled. Expectation is 42 calls per staff for an 8 hour shift.	17	1.6	**(9.83)**

Grant Funded Services	Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)	19	305	300	76%	102%
Medi-Cal Application (SRV 7b & SRV 7c)	13	121	100	156%	121%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)	12	225	300	48%	75%

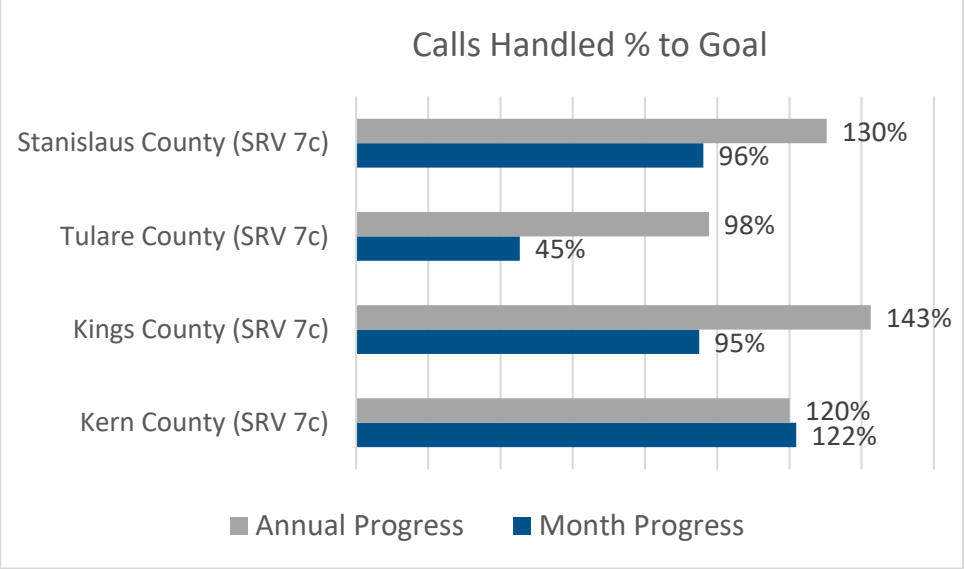
Website Visitors	Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated	16,332	223,655	200,000	98%	112%

Other Calls	Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)	3,022	43,545	42,000	86%	104%
Mental Health (SRV 7c)	272	3,370	2,400	136%	140%
Health and Human Service Referrals	8,024	108,871	100,000	96%	109%

Community Action Partnership of Kern
Monthly Report 2021

Explanation (Over/Under Goal Progress)
Calls for Tulare decreased the past month; however the community needs remain consistent.

Month	December	Program/Work Unit	211 Kern
Program Strategic Goals		**Progress Towards Goal**	
1. Fill Staff Vacancies		Interviewed a candidate for the Care Coordinator position. The team continues to screen and interview applicants.	
2. Retain Staff		Program Administrator and Program Supervisor work in tandem to continue with employee engagement in an effort to retain employees.	
3. Contingency Staffing Plan		211 leadership will work on a plan for unexpected call handling circumstances which may present an impact on the call center.	



Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	Coordinated Entry Services (CES)
Division/Director	Rebecca Moreno	**Program Manager**	TBD
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Serves as the Kern County point of entry for assessment and referral to homeless services. Coordinated Entry Services (CES) works with all Bakersfield Kern Regional Homeless Collaborative partners to maximize member resources. CES is also the entry point for COVID related rental assistance.

Referrals/Assessments	Month	YTD	YTD Goal	Month Progress	Annual Progress
Homeless Referrals/Assessments (SRV 7c)	1,087	9,096	6,000	217%	152%
Rental Assistance Referrals through On-line Portal (FNPI 4e, FNPI 4f, SRV 7c)	129	1,742	2,000	77%	87%
Total Calls	**1,216**	**10,838**	**8,000**	182%	135%

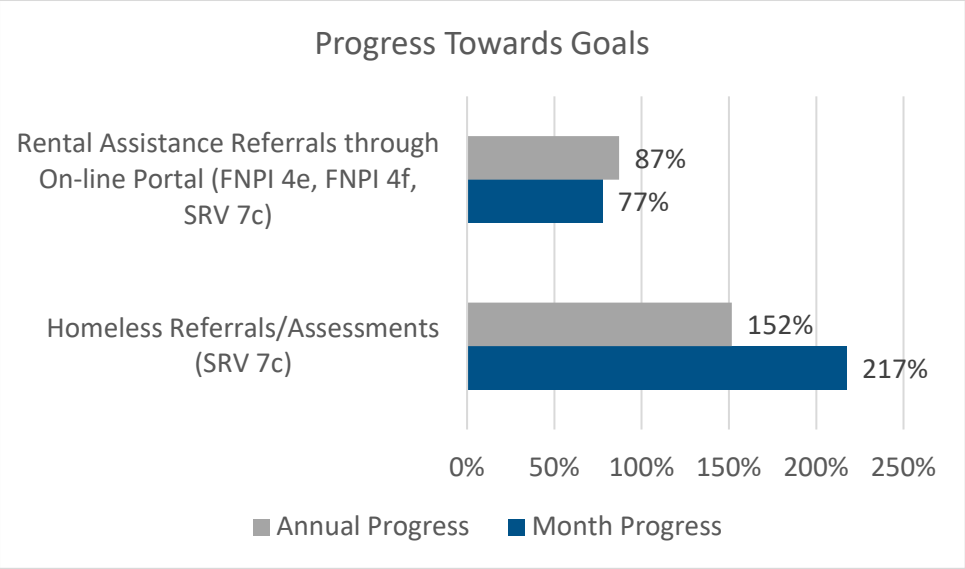
Performance	Month	YTD	YTD Goal	Month Progress	Annual Progress
Number of applicants who received a response within 24 Hours	1,014	6,768	100%	83%	62%
Number of Households receiving Homeless Prevention (Rental Assistance) Funds	10	30	300	40%	10%

Pending Assessments	Month	YTD	YTD Goal	Month Progress	Annual Progress
Pending Homeless	0	5	15	-	5
Pending Rental Assistance	0	5	15	-	5

Explanation (Over/Under Goal Progress)

Pending Assessments are supposed to be 0. No Pending last 3 months. Since CES is doing really well now in reaching this goal, YTD was reset to start over in June.
Added new performance goal for Rental Assistance.

Program Strategic Goals	Progress Towards Goal
1. Improve 24 hour call back response.	
2. Integrate Customer Relation Software (CRM).	
3. Build provider network support.	


Progress Towards Goals
Rental Assistance Referrals through On-line Portal (FNPI 4e, FNPI 4f, SRV 7c)
87%
77%
Homeless Referrals/Assessments (SRV 7c)
152%
217%
0%
50%
100%
150%
200%
250%
Annual Progress
Month Progress

Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	Coordinated Entry Services (CES)
Division/Director	Rebecca Moreno	**Program Manager**	TBD
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Serves as the Kern County point of entry for assessment and referral to homeless services. Coordinated Entry Services (CES) works with all Bakersfield Kern Regional Homeless Collaborative partners to maximize member resources. CES is also the entry point for COVID related rental assistance.

Referrals/Assessments	Month	YTD	YTD Goal	Month Progress	Annual Progress
Homeless Referrals/Assessments (SRV 7c)	1,041	10,137	6,000	208%	169%
Rental Assistance Referrals through On-line Portal (FNPI 4e, FNPI 4f, SRV 7c)	119	1,861	2,000	71%	93%
Total Calls	**1,160**	**11,998**	**8,000**	174%	150%

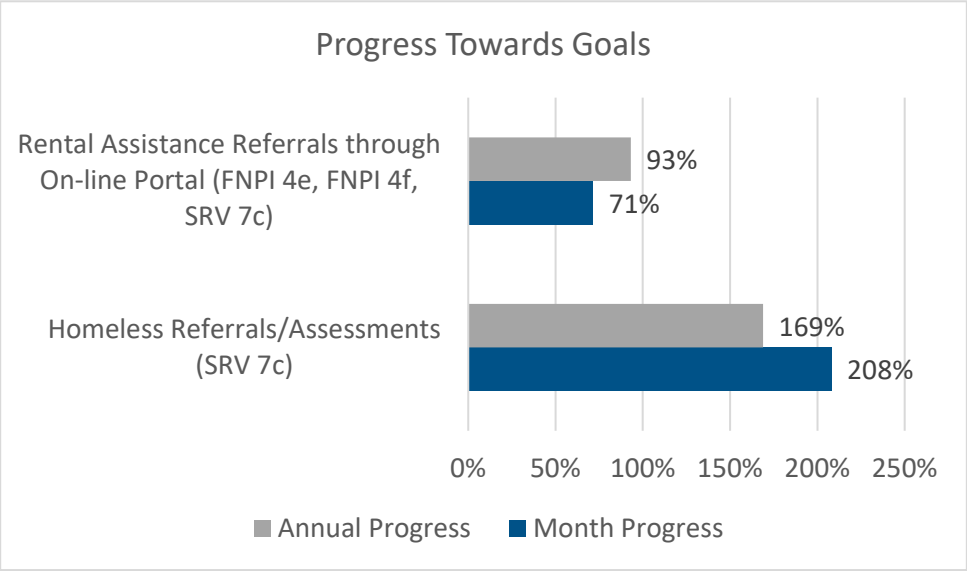
Performance	Month	YTD	YTD Goal	Month Progress	Annual Progress
Number of applicants who received a response within 24 Hours	1,019	7,787	100%	86%	65%
Number of Households receiving Homeless Prevention (Rental Assistance) Funds	17	47	300	68%	16%

Pending Assessments	Month	YTD	YTD Goal	Month Progress	Annual Progress
Pending Homeless	18	23	15	18	23
Pending Rental Assistance	7	12	15	7	12

Explanation (Over/Under Goal Progress)

Pending Assessments are supposed to be 0. No Pending last 3 months. Since CES is doing really well now in reaching this goal, YTD was reset to start over in June.
Added new performance goal for Rental Assistance.

Program Strategic Goals	Progress Towards Goal
1. Improve 24 hour call back response.	
2. Integrate Customer Relation Software (CRM).	
3. Build provider network support.	


Progress Towards Goals
Rental Assistance Referrals through On-line Portal (FNPI 4e, FNPI 4f, SRV 7c)
93%
71%
Homeless Referrals/Assessments (SRV 7c)
169%
208%
0%
50%
100%
150%
200%
250%
Annual Progress
Month Progress

Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	M Street Navigation Center
Division/Director	Rebecca Moreno	**Program Manager**	Laurie Hughey
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

CAPK operates the 150-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals and an array of mental health, medical care and economic resources to un- sheltered individuals with pets and partners.

Shelter	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) ***Month only*** (COVID-19 Related, will review	188	1,069	150	125%	
Overnight Residents (Assigned Beds) (FNPI	140	820	600	280%	137%
Pets (Number)	7	47	40	210%	118%
Residents Under 90 days length of stay.	27	462	300	108%	154%
Exits to Permanent Housing (FNPI 4b)	8	48	120	80%	40%
Exits-Self	9	158	150	72%	105%
Exits-Involuntary	29	350	330	105%	106%
Case Management Services	800	2,010	500	1920%	402%
Critical Incidents	14	250	360	47%	69%
Shelter Residents Meals SRV 5ii	5,547	30,213	190,000	35%	16%
Number of Volunteers	39	130	120	390%	108%
Volunteers Hours	136	1,179	7,200	23%	16%

Explanation (Over/Under Goal Progress)

Volunteer Hours decreased due to the Covid-19 pandemic. The number of meals need to be adjusted reducing extra meals and waste. Number of critical incidents have decreased for the month of November.

Program Strategic Goals	Progress Towards Goal
1. Offer walk-in client services.	N/A
2. Increase community Engagement i.e. volunteers, in-kind donations, non-operational special need items, etc.	City Serve sponsored Thanksgiving Dinner, Kingdom Prayer church donated dinner for clients, promoting coats for winter drive until January.
3. Develop and implement a job program	Recycling lives, financial literacy classes, college courses taken at BC.

Community Action Partnership of Kern

Monthly Report 2021

Month	November	Program/Work Unit	M Street Navigation Center

Age	Month
18 - 24	6
25 - 34	19
35 - 44	25
45 - 54	30
55 - 61	19
62+	17
Total:	**116**

Race Demographic	Month
American Indian or Alaska Native	3
Asian	2
Black or African American	24
Native Hawaiian or Other Pacific Islander	0
White	83
Multiple races	4
Client Don't know / Refused	0
No Answer	0
Total:	**116**

Gender	Month
Female	55
Male	58
Trans Female (MTF or Male to Female)	1
Trans Male (FTM or Female to Male)	2
Gender Non-Conforming (i.e. not exclusively male or female)	0
Client doesn't know	0
Client refused	0
No Answer	0
Total:	**116**

Zip code	Number	Zip code	Number
93301	39		
93304	12		
93305	19		
93306	7		
93307	6		
93308	16		
93309	4		
93422	1		
93312	2		
93313	1		
93314	2		
91722	1		
93215	1		
93238	1		
93240	1		
90003	1		
93250	2		
93555	1		
95409	1		
93268	3		
93280	1		
Unspecified			
Total	**122**		

Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	M Street Navigation Center
Division/Director	Rebecca Moreno	**Program Manager**	Laurie Hughey
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

CAPK operates the 150-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals and an array of mental health, medical care and economic resources to un- sheltered individuals with pets and partners.

Shelter	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) ***Month only*** (COVID-19 Related, will review	192	1,261	150	128%	
Overnight Residents (Assigned Beds) (FNPI	133	953	600	266%	159%
Pets (Number)	10	57	40	300%	143%
Residents Under 90 days length of stay.	59	521	300	236%	174%
Exits to Permanent Housing (FNPI 4b)	8	56	120	80%	47%
Exits-Self	11	169	150	88%	113%
Exits-Involuntary	38	388	330	138%	118%
Case Management Services	591	2,601	500	1418%	520%
Critical Incidents	21	271	360	70%	75%
Shelter Residents Meals SRV 5ii	5,272	35,485	190,000	33%	19%
Number of Volunteers	34	164	120	340%	137%
Volunteers Hours	198	1,377	7,200	33%	19%

Explanation (Over/Under Goal Progress)

Volunteer Hours have decreased due to Covid- 19 pandemic. Meal- adjusting meal goals

Program Strategic Goals	Progress Towards Goal
1. Offer walk-in client services.	N/A
2. Increase community Engagement i.e. volunteers, in-kind donations, non-operational special need items, etc.	M Street received 13 donations this month. Chase bank sponsored Christmas meal. Coats for winter donation, Kern Medical sponsored pizza dinner for clients
3. Develop and implement a job program	Recycling lives, financial literacy classes, college courses taken at BC.

Community Action Partnership of Kern
Monthly Report 2021

Month	December
Age	**Month**
18 - 24	7
25 - 34	19
35 - 44	26
45 - 54	25
55 - 61	18
62+	18
Total:	**113**

Race Demographic	Month
American Indian or Alaska Native	8
Asian	2
Black or African American	28
Native Hawaiian or Other Pacific Islander	0
White	73
Multiple races	2
Client Don't know / Refused	0
No Answer	0
Total:	**113**

Gender	Month
Female	50
Male	61
Trans Female (MTF or Male to Female)	1
Trans Male (FTM or Female to Male)	0
Gender Non-Conforming (i.e. not exclusively male or female)	1
Client doesn't know	0
Client refused	0
No Answer	0
Total:	**113**

Program/Work Unit	M Street Navigation Center		
Zip code	**Number**	**Zip code**	**Number**
93301	22		
93304	11		
93305	15		
93306	6		
93307	6		
93308	12		
93309	6		
93422	1		
93312	3		
93313	1		
93314	1		
93212	1		
91722	1		
90003	1		
93250	1		
93268	2		
93280	2		
45426	1		
76179	1		
Unspecified	19		
Total	**113**		

Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	CalFresh Healthy Living
Division/Director	Susana Magana	**Program Manager**	Alejandra Morales
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

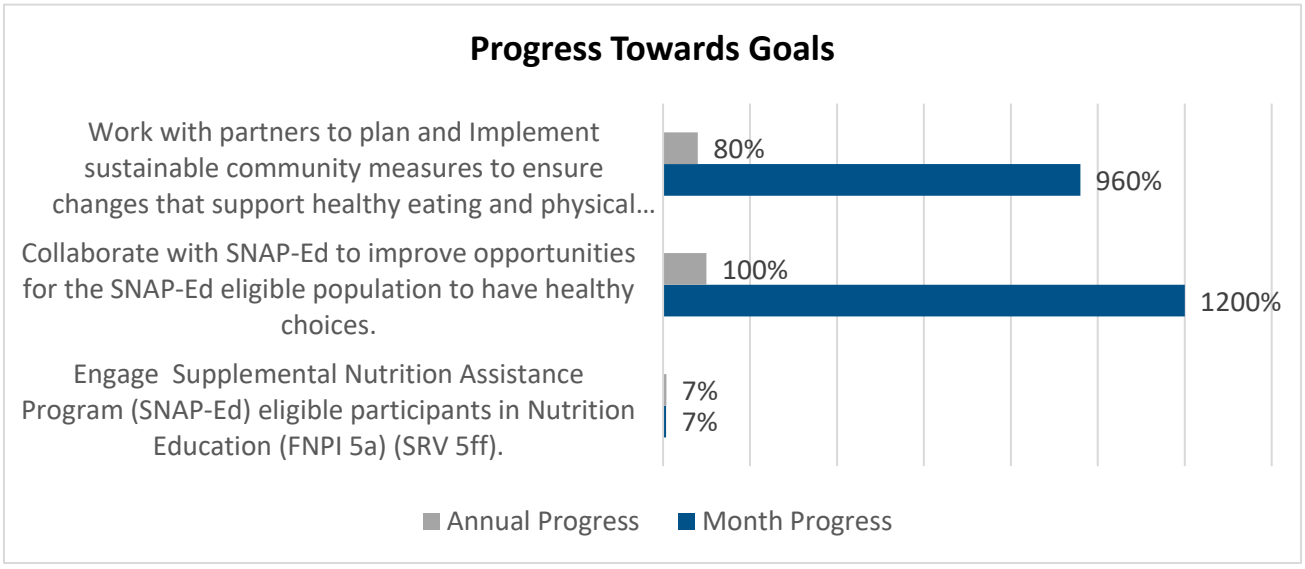
CAPK CalFresh Healthy Living improves the nutrition health of low-income Kern County residents by providing access to nutrition education, physical activity education, and training that will help build a healthy, knowledgeable community.

Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Engage Supplemental Nutrition Assistance Program (SNAP-Ed) eligible participants in Nutrition Education (FNPI 5a) (SRV 5ff).	257	3,329	45,000	7%	7%
Collaborate with SNAP-Ed to improve opportunities for the SNAP-Ed eligible population to have healthy choices.	10	10	10	1200%	100%
Work with partners to plan and Implement sustainable community measures to ensure changes that support healthy eating and physical activity.	20	20	25	960%	80%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress
1. Retain Staff	Health Educator, Kennedy Valadez, was promoted to Program Coordinator and will know help push forward efforts for the CalFresh Healthy Living program in Kern County.
2. Expand Social Media Presence	Increased social media posts and used various media formats when posting content to increase community participation on Facebook.

Community Action Partnership of Kern
Monthly Report 2021



Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	CalFresh Healthy Living
Division/Director	Susana Magana	**Program Manager**	Alejandra Morales
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

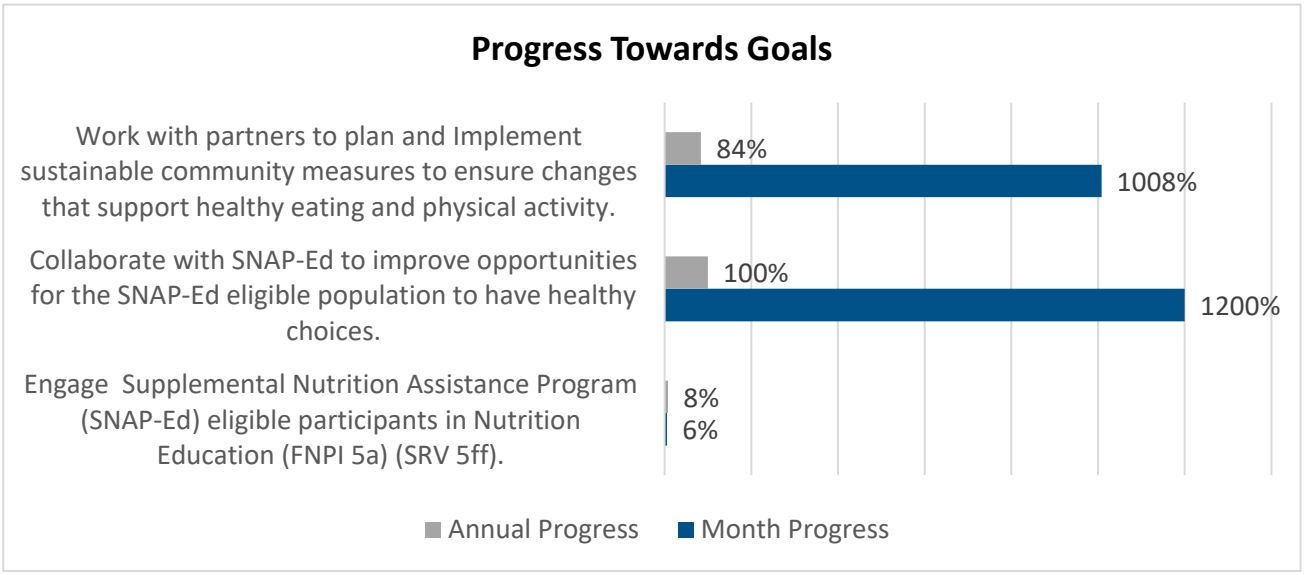
CAPK CalFresh Healthy Living improves the nutrition health of low-income Kern County residents by providing access to nutrition education, physical activity education, and training that will help build a healthy, knowledgeable community.

Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Engage Supplemental Nutrition Assistance Program (SNAP-Ed) eligible participants in Nutrition Education (FNPI 5a) (SRV 5ff).	212	3,541	45,000	6%	8%
Collaborate with SNAP-Ed to improve opportunities for the SNAP-Ed eligible population to have healthy choices.	10	10	10	1200%	100%
Work with partners to plan and Implement sustainable community measures to ensure changes that support healthy eating and physical activity.	21	21	25	1008%	84%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress
1. Retain Staff	Health Educators were invited to attend the Food Bank expansion event to show support to the CAPK Food Bank and meet CAPK leaders.
2. Expand Social Media Presence	Increased social media posts and used various media formats when posting content to increase community participation on Facebook.

Community Action Partnership of Kern
Monthly Report 2021



Community Action Partnership of Kern
Monthly Report 2021

Month	November	Program/Work Unit	Food Bank
Division/Director	Susana Magana	Program Manager	Joseph Chavez, Interim
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Provides food assistance to low-income families and individuals through a network of more than 150 partnering food distribution sites throughout Kern County. The Food Bank also offers the Senior Food and Backpack Buddies program at CAPK youth centers, schools, and other community sites.

Food Distributions	Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served (Duplicated) (SRV 5jj)	44,422	347,806	650,000	82%	54%
Pounds Received	1,505,649	18,663,625	25,000,000	72%	75%
Pounds Carried Over from Previous Month	150,000				
Pounds Distributed	**1,656,280**	**6,943,968**	**22,000,000**	**90%**	32%

Senior Food	Month	YTD	Month Goal	Month Progress
Individuals Served (SRV 5jj)	4,550	38,339	4,800	95%
Pounds Distributed	**177,450**	**490,794**	**150,500**	**118%**

Free Farmers Markets	Month	YTD	Annual Goal	Month Progress	Annual Progress
Households Served (SRV 5jj)	1,200	11,517	8,000	180%	144%
Pounds Distributed	**70,000**	**171,450**	**250,000**	**336%**	69%

Total Pounds Distributed	Month	YTD	Annual Goal	Month Progress	Annual Progress
All Programs	**1,903,730**	**7,606,212**	**22,400,500**	**181%**	34%

Volunteers	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training SRV 6f	21	185	60	**420%**	308%
Other Volunteers	158	625	1,500	126%	42%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Improve data collection and reporting methods.	Pending research on client database and training.
2. Fill newly created positions & train new employees.	By November all positions should be filled, until the expansion.
3. Increase numbers of volunteers.	Continued marketing and increase in volunteers.

Community Action Partnership of Kern
Monthly Report 2021

Month	December	Program/Work Unit	Food Bank
Division/Director	Susana Magana	Program Manager	Joseph Chavez, Interim
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Provides food assistance to low-income families and individuals through a network of more than 150 partnering food distribution sites throughout Kern County. The Food Bank also offers the Senior Food and Backpack Buddies program at CAPK youth centers, schools, and other community sites.

Food Distributions	Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served (Duplicated) (SRV 5jj)	38,600	386,406	650,000	71%	59%
Pounds Received	1,986,079	20,649,704	25,000,000	95%	83%
Pounds Carried Over from Previous Month	1,070,423				
Pounds Distributed	**1,390,542**	**6,678,230**	**22,000,000**	**76%**	30%

Senior Food	Month	YTD	Month Goal	Month Progress
Individuals Served (SRV 5jj)	4,067	42,406	4,800	85%
Pounds Distributed	**160,930**	**474,274**	**150,500**	**107%**

Free Farmers Markets	Month	YTD	Annual Goal	Month Progress	Annual Progress
Households Served (SRV 5jj)	1,325	12,842	8,000	199%	161%
Pounds Distributed	**50,320**	**151,770**	**250,000**	**242%**	61%

Total Pounds Distributed	Month	YTD	Annual Goal	Month Progress	Annual Progress
All Programs	**1,601,792**	**7,304,274**	**22,400,500**	**141%**	33%

Volunteers	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training SRV 6f	19	204	60	**380%**	340%
Other Volunteers	67	692	1,500	54%	46%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Improve data collection and reporting methods.	Pending research on client database and training.
2. Fill newly created positions & train new employees.	Positions are working on being filled, until the expansion.
3. Increase numbers of volunteers.	Volunteer Organizations are returning and there has been more interest and communication.

Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	Migrant Childcare Alternative Payment (MCAP)
Division/Director	Susana Magana	**Program Manager**	TBD
Reporting Period	November 1 , 2021 - November 30, 2021		

Program Description

The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidy to migrant, agriculturally working families. Families can apply for child care services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, the family can migrate anywhere in California to follow agricultural work and their childcare services can continue.

Services	Month	YTD	Goal	Month Progress	Annual Progress
Number of Child Enrollments	45	1,257	1,000	54%	126%
Childcare Providers	3	241	200	18%	121%
MCAP Subsidies July -June	**Month of October processed in Nov**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Provider Payments-Subsidies Expended	$806,954	$ 2,923,543	$7,500,000	129%	39%

Explanation (Over/Under Goal Progress)

MCAP staff continues to enroll in all entry counties. The program continues to enroll for both migrant agriculturally working families and the Covid-19 Emergency Childcare to essential workers. The Covid-19 Emergency Childcare allows eligible essential workers to receive childcare subsidy from the MCAP program even though they do not meet the program migrant requirements. This emergency childcare has an expiration date of 6/30/2022.

Program Strategic Goals	Progress Towards Goal
1. Fill Staff Vacancies.	Currently recruiting for an admin clerk.
2. Retain Staff.	The Service Clerk position was reclassified to an Enrollment Technician position and recruitment was completed. This changed the position from a grade 1 to grade 5. This change reflects the job duties and responsibilities of the position and provides the ability to retain staff, as this position wage is no longer at minimum wage.
3. Contingency Staffing Plan	MCAP coordinators and the administrator will be attended the 2-day ROMA training on 11/3- 11/4 2021

Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	Migrant Childcare Alternative Payment (MCAP)
Division/Director	Susana Magana	**Program Manager**	TBD
Reporting Period	December 1 , 2021 - December 31, 2021		

Program Description

The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidy to migrant, agriculturally working families. Families can apply for child care services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, the family can migrate anywhere in California to follow agricultural work and their childcare services can continue.

Services	Month	YTD	Goal	Month Progress	Annual Progress
Number of Child Enrollments	52	1,309	1,000	62%	131%
Childcare Providers	12	253	200	72%	127%
MCAP Subsidies July -June	**Month of Nov processed in Dec**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Provider Payments-Subsidies Expended	$863,340	$ 3,786,883	$7,500,000	138%	50%

Explanation (Over/Under Goal Progress)

MCAP staff continues to enroll in all entry counties. The program continues to enroll for both migrant agriculturally working families and the Covid-19 Emergency Childcare to essential workers. The Covid-19 Emergency Childcare allows eligible essential workers to receive childcare subsidy from the MCAP program even though they do not meet the program migrant requirements. This emergency childcare has an expiration date of 6/30/2022.

Program Strategic Goals	Progress Towards Goal
1. Fill Staff Vacancies.	Currently recruiting for one subsidized reimbursement specialist and one family services specialist.
2. Retain Staff.	It has been a struggle to keep the temporary employees as permanent employment opportunities become available to them.
3. Contingency Staffing Plan	MCAP coordinators and the administrator are participating in the person-centered/data-driven training cohort.

Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	Women Infants & Children (WIC) Nutrition
Division/Director	Susana Magana	**Program Manager**	Lorna Speight
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

The WIC program provides education, breastfeeding support and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 21 sites throughout Kern County, 5 locations in San Bernardino County, and through one mobile WIC clinic to reach hard-to-serve populations.

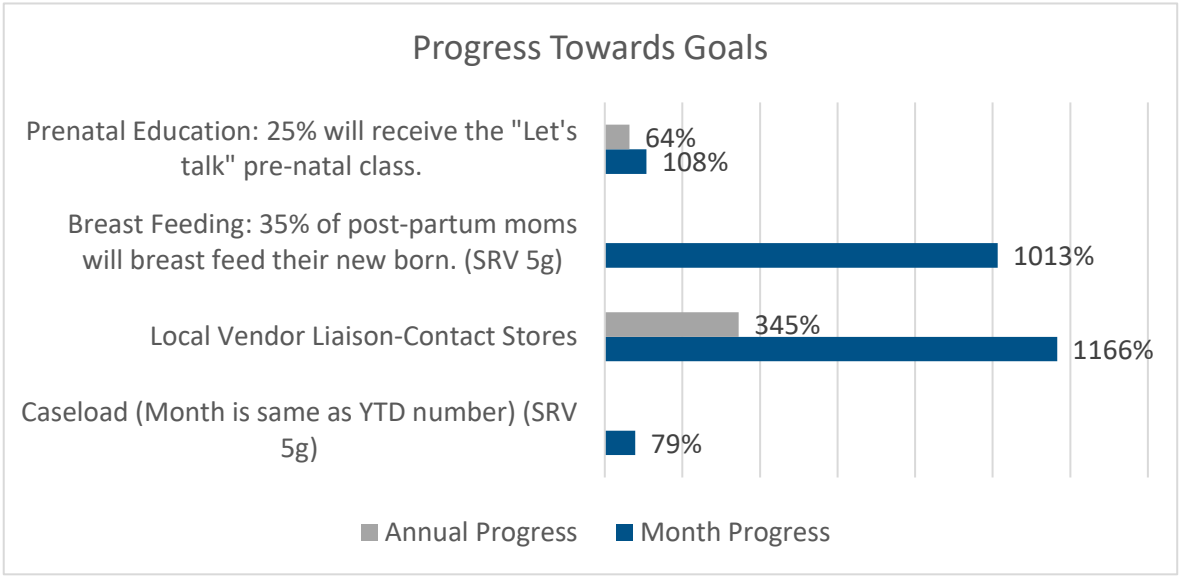
Services	Month	YTD	Goal	Month Progress	Annual Progress
Caseload (Month is same as YTD number) (SRV 5g)	12,703		16,160	79%	
Local Vendor Liaison-Contact Stores	69	245	71	1166%	345%
Breast Feeding: 35% of post-partum moms will breast feed their new born. (SRV 5g)	709		840	1013%	
Prenatal Education: 25% will receive the "Let's talk" pre-natal class.	121	862	1,350	108%	64%
Outreach	**Month**	**YTD**	**Goal**	**Month**	**Annual**
Enrollment from Website Goal is 100% enrolled	217	2,006	1,400	186%	143%
WIC Presentations and Outreach	8	33	24	400%	138%
Create one PSA for publication in newspaper, television, or social media.	0	6	4	0%	150%
Regional Breast Feeding	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Outreach to stakeholders to increase Breast Feeding knowledge and WIC referrals.	0	26	50	0%	52%

Explanation (Over/Under Goal Progress)

In person appointments for WIC certifications/recertifications started Oct 1, 2020. Participants have expressed hesitancy in coming to the WIC office and we have seen a decline in participation due to the presence requirement. No Regional Breast Feeding contacts were made as the RBL position is still vacant.

Community Action Partnership of Kern
Monthly Report 2021

Program Strategic Goals	Progress
1. Develop Nutrition Topics on Facebook/Instagram.	A total of 71 posts were made to Instagram and Facebook.
2. Develop nutrition course for new hires.	Completed
3. Implement Tele-Health for WIC appointments and counselling.	Tele-health using the doxy.me platform was started in Oct 2021. We are utilizing tele-health for nutrition contacts other than certification & recertification as USDA has



Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	Women Infants & Children (WIC) Nutrition
Division/Director	Susana Magana	**Program Manager**	Lorna Speight
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

The WIC program provides education, breastfeeding support and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 21 sites throughout Kern County, 5 locations in San Bernardino County, and through one mobile WIC clinic to reach hard-to-serve populations.

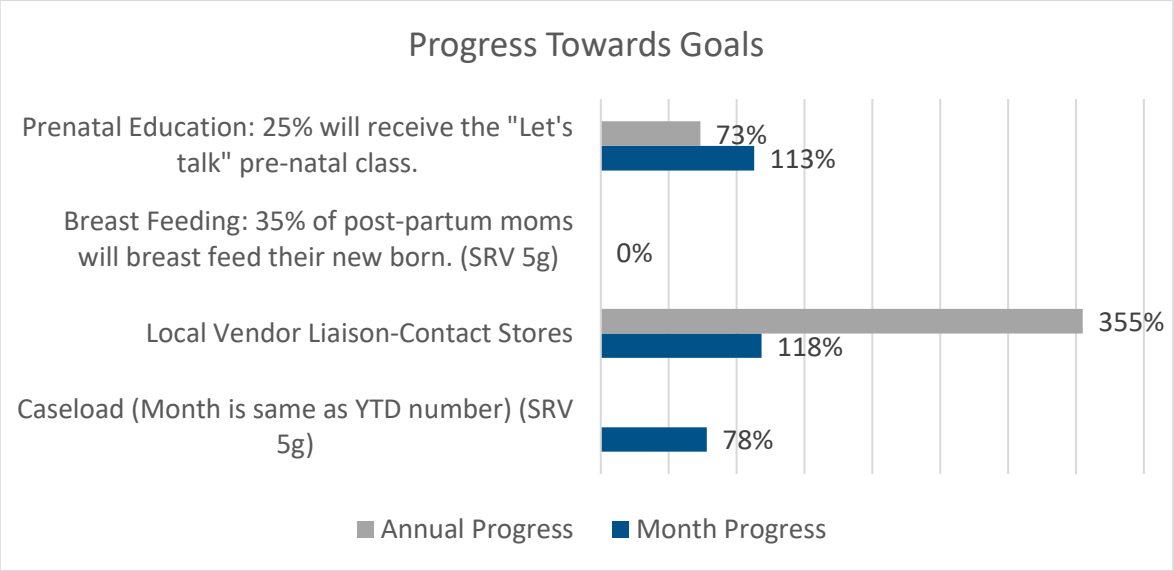
Services	Month	YTD	Goal	Month Progress	Annual Progress
Caseload (Month is same as YTD number) (SRV 5g)	12,616		16,160	78%	
Local Vendor Liaison-Contact Stores	7	252	71	118%	355%
Breast Feeding: 35% of post-partum moms will breast feed their new born. (SRV 5g)			840	0%	
Prenatal Education: 25% will receive the "Let's talk" pre-natal class.	127	989	1,350	113%	73%
Outreach	**Month**	**YTD**	**Goal**	**Month**	**Annual**
Enrollment from Website Goal is 100% enrolled	81	2,087	1,400	69%	149%
WIC Presentations and Outreach	3	36	24	150%	150%
Create one PSA for publication in newspaper, television, or social media.	0	6	4	0%	150%
Regional Breast Feeding	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Outreach to stakeholders to increase Breast Feeding knowledge and WIC referrals.	0	26	50	0%	52%

Explanation (Over/Under Goal Progress)

In person appointments for WIC certifications/recertifications started Oct 1, 2020. Participants have expressed hesitancy in coming to the WIC office and we have seen a decline in participation due to the presence requirement.
Breast feeding rates were not yet available from State WIC at the time this report was prepared.
No Regional Breast Feeding contacts were made as the RBL position is still vacant.

Community Action Partnership of Kern
Monthly Report 2021

Program Strategic Goals	Progress
1. Develop Nutrition Topics on Facebook/Instagram.	A total of 71 posts were made to Instagram and Facebook.
2. Develop nutrition course for new hires.	Completed
3. Implement Tele-Health for WIC appointments and counselling.	Tele-health (doxy.me) platform began in Oct and staff is utilizing this platform for non certification appointments





Youth and Community Services

East Kern Family Resource Center

Oasis Family Resource Center

Energy, Weatherization, and Utility Assistance

Friendship House Community Center

Shafter Youth Center

Volunteer Income Tax Assistance

Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	East Kern Family Resource Center (EKFRC)
Division/Director	Youth & Community Services Fred Hernandez	**Program Manager**	Matthew Buck
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

East Kern Family Resource Center is a regional service center based in Mojave that assists individuals and families from the desert and Tehachapi Mountain communities, focusing on families with children who are at risk of abuse and neglect, or possibly unprepared to enter kindergarten successfully.

Differential Response	Month	YTD	Annual Goal	Month Progress	Annual Progress
Provide One Time Referral Services to Families. (SRV 7c)	23	195	130	212%	150%
Provide One Time Referral Services to Children. (SRV 7c)	35	383	300	140%	128%
Case Management-Families. (SRV 7a)	17	99	90	227%	110%
Case Management-Children. (SRV 7a)	31	193	210	177%	92%
Differential Response Total	**106**	**870**	**730**	**189%**	119%

First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	0	50	30	0%	167%
Children Receiving Case Management Services (SRV 7a)	0	69	30	0%	230%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	18	10	0%	180%
Children Educational Center Base Activities (FNPI 2b)	1	37	25	48%	148%
Children Educational Home Base Activities (FNPI 2b)	1	73	15	80%	487%
Children Summer Bridge Activities (FNPI 2b)	0	21	10	0%	210%
Collaborative Meetings	0	11	10	0%	110%
Family Support Services for non-clients with children 5 and under	8	257	50	192%	514%
First 5 Total	**10**	**536**	**180**	**40%**	298%

Walk-In Services (Non-Clients)	Month	YTD
Food/Household Items	50	541
Referrals/Administrative Services	284	2159

Explanation (Over/Under Goal Progress)

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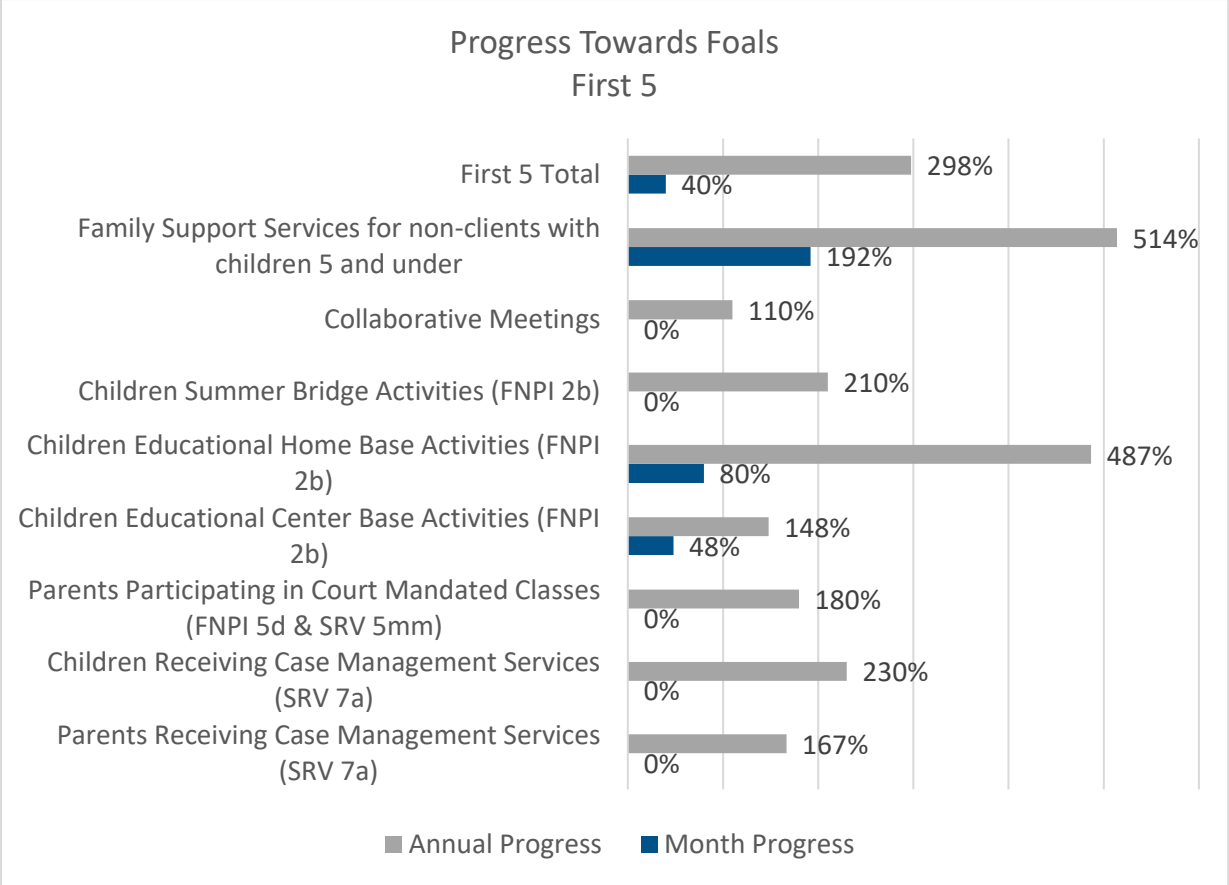
Program Strategic Goals	Progress Towards Goal
1. Create client data base.	In Progress
2. Improve office internet connectivity.	Done.
3. Expand the influence of the East Kern Collaborative.	In Progress



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Monthly Report 2021

Month	December	**Program/Work Unit**	East Kern Family Resource Center (EKFRC)
Division/Director	Youth & Community Services Fred Hernandez	**Program Manager**	Matthew Buck
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

East Kern Family Resource Center is a regional service center based in Mojave that assists individuals and families from the desert and Tehachapi Mountain communities, focusing on families with children who are at risk of abuse and neglect, or possibly unprepared to enter kindergarten successfully.

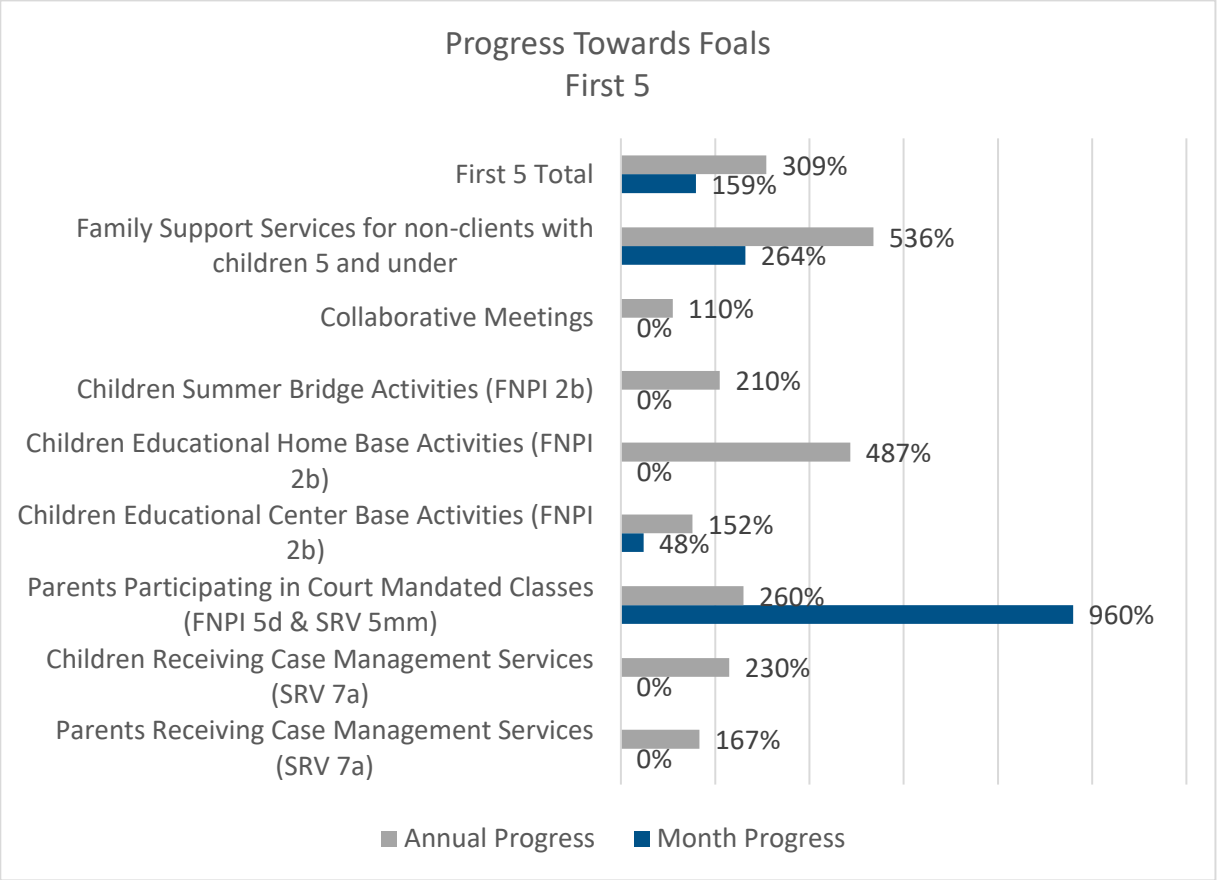
Differential Response	Month	YTD	Annual Goal	Month Progress	Annual Progress
Provide One Time Referral Services to Families. (SRV 7c)	27	222	130	249%	171%
Provide One Time Referral Services to Children. (SRV 7c)	40	423	300	160%	141%
Case Management-Families. (SRV 7a)	11	110	90	147%	122%
Case Management-Children. (SRV 7a)	19	212	210	109%	101%
Differential Response Total	**97**	**967**	**730**	**166%**	132%

First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	0	50	30	0%	167%
Children Receiving Case Management Services (SRV 7a)	0	69	30	0%	230%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	8	26	10	960%	260%
Children Educational Center Base Activities (FNPI 2b)	1	38	25	48%	152%
Children Educational Home Base Activities (FNPI 2b)	0	73	15	0%	487%
Children Summer Bridge Activities (FNPI 2b)	0	21	10	0%	210%
Collaborative Meetings	0	11	10	0%	110%
Family Support Services for non-clients with children 5 and under	11	268	50	264%	536%
First 5 Total	**20**	**556**	**180**	**159%**	309%

Walk-In Services (Non-Clients)	Month	YTD
Food/Household Items	57	598
Referrals/Administrative Services	301	2460

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Create client data base.	In Progress
2. Improve office internet connectivity.	Done.
3. Expand the influence of the East Kern Collaborative.	In Progress



Month	November	Program/Work Unit	Oasis Family Resource Center
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Eric Le Barbe
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgcrest and surrounding communities. They focus on providing case management and educational support to families to build reseiliancy.

First 5	Month	YTD	Goal (6 Mo)	Month Progress	Progress (6 Mo)
Parents Receiving Case Management Services (SRV 7a)	2	14	15	80%	93%
Children Receiving Case Management Services (SRV 7a)	5	25	15	200%	167%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	6	5	0%	120%
Children Educational Home Base Activities (FNPI 2b)	1	12	8	75%	150%
Children Summer Bridge Activities (FNPI 2b)	0	12	5	0%	240%
Collaborative Meetings	1	4	4	150%	100%
Family Support Services for non-clients with children 5 and under	3	13	50	36%	26%
First 5 Total	**12**	**86**	**102**	71%	84%

Walk-In Services (Non-Clients)	Month	YTD
Food/Household Items	35	92
Referrals/Administrative Services	3	36

Explanation (Over/Under Goal Progress)

Number of families enrolled with case management services and home visits are slowly growing but are on track to meet yearly goals. Oasis FRC will offer the Court Mandated Nurturing Parenting class again in January 2022. Number of Family Support Services for non-clients with children 5 and under is low as most families with children 0-5 sign up for case management services.

Program Strategic Goals	Progress Towards Goal
1. Create client data base.	Completed
2. Begin providing case management services.	Completed
3. Implement and educational Homebase and Summer Program for children ages 0 - 5.	Completed

Month	December	Program/Work Unit	Oasis Family Resource Center
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Eric Le Barbe
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgcrest and surrounding communities. They focus on providing case management and educational support to families to build reseiliancy.

First 5	Month	YTD	Annual Goal (6 Mo)	Month Progress	Annual Progress (6 Mo)
Parents Receiving Case Management Services (SRV 7a)	5	19	30	100%	63%
Children Receiving Case Management Services (SRV 7a)	4	29	30	80%	97%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV	0	6	10	0%	60%
Children Educational Home Base Activities (FNPI 2b)	6	18	15	240%	120%
Children Summer Bridge Activities (FNPI 2b)	0	12	10	0%	120%
Collaborative Meetings	0	4	8	0%	50%
Family Support Services for non-clients with children 5 and under	2	15	50	24%	30%
First 5 Total	**17**	**103**	**153**	67%	67%

Walk-In Services (Non-Clients)	Month	YTD
Food/Household Items	83	175
Referrals/Administrative Services	8	44

Explanation (Over/Under Goal Progress)

Number of families enrolled with case management services and home visits are continuing to grow and are above target to meet yearly goals. Listed 6M goal is actually the First 5 twelve month goal. Oasis FRC will offer the Court Mandated Nurturing Parenting class again this January 2022. Number of Family Support Services for non-clients with children 5 and under is low as most families with children 0-5 sign up for case management services.

Program Strategic Goals	Progress Towards Goal
1. Create client data base.	Completed
2. Begin providing case management services.	Completed
3. Implement and educational Homebase and Summer Program for	Completed

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Month	November	Program/Work Unit	Energy & Utility Assistance
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Wilfredo Cruz, Loretta Andrews
	January 1, 2021 - December 31, 2021		

Program Description

The Energy Program assists income-eligible Kern County residents with utility bill payment, free weatherization, and energy education at no cost to the participant. Weatherization services include weather stripping; repair or replacement of windows and doors, heating/ cooling appliances, stoves, refrigerators, and more.

Low-income Home Energy Program (LIHEAP) 2021 Ends June 30, 2022	Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Utilities Assistance	246	2,563	3,845	77%	67%
Utility Payments	$154,390	$1,868,836	$2,999,043	62%	62%
Clients Served Weatherization	10	77	150	80%	51%
Low-income Home Energy Program (LIHEAP) 2020 Ends December 31,	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	0	2,088	2,476	0%	84%
Utility Payments	$0	$1,545,107	$1,545,423	0%	100%
Clients Served Weatherization	0	1	1	0%	100%
Discorgement Assistance Program (DAP) Ends December 31, 2021	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	0	251	260	0%	97%
Utility Payments	$0.00	$182,134	$182,000	0%	100%
Clients Served Weatherization	3	30	30	120%	100%
CARES ACT Ends September 30, 2021	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	0	2,090	2,077	0%	101%
Utility Payments	$0	$916,192	$916,186	0%	100%
2020 DOE - Weatherization	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Weatherization	0	0	10	0%	0%
American Rescue Plan Act (ARPA) Ends March 2023*	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	161	410	878	220%	47%
Utility Payments	$357,461	$802,441	$1,054,434	407%	76%
Totals	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Total Utility Clients (FNPI4h)	**407**	**7,402**	**9,536**	26%	78%
Total Utility Payments	**$ 511,851**	**$ 5,314,710**	**$ 6,697,086**	21%	79%
Total Weatherization Clients (FNPI4h)	**13**	**173**	**191**	67%	91%

Community Action Partnership of Kern
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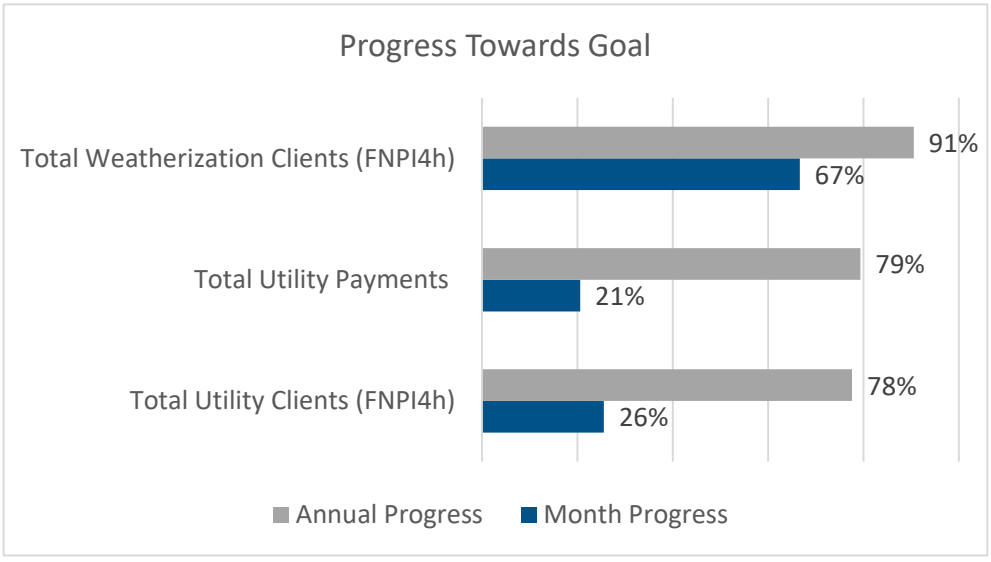
Explanation (Over/Under Goal Progress)
1) Remaining LIHEAP 20 jobs were moved over to LIHEAP 21 - contract to close soon. **2) ARPA first full month of utilization was October 2021 - contracts ends March 31, 2023. *The ARPA funding reflects activities and projections through 12/31/2021.** **3) Only active contracts are LIHEAP 2021, 2020 DOE and ARPA.**

Program Strategic Goals	Progress Towards Goal
1. Expedite assistance to client by increasing efficiency in paperwork (Weatherization).	In the process of having program train with Hanock (system provider) as well as develop new uses for application.
2. Implement a digital inventory system.	Hanock has put this on hold for now.
3. Improve our outreach methods.	Met and interviewed with various marketing agencies to determine which one we will use for future marketing services. In process of moving forward with decision.



Community Action Partnership of Kern
Monthly Report 2021

Month	December	Program/Work Unit	Energy & Utility Assistance
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Wilfredo Cruz, Loretta Andrews
	January 1, 2021 - December 31, 2021		

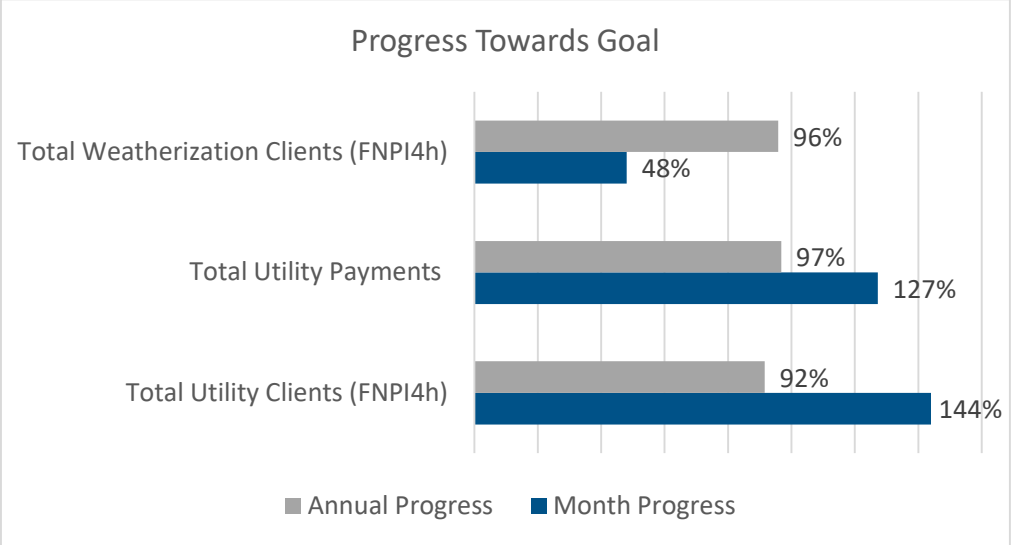
Program Description

The Energy Program assists income-eligible Kern County residents with utility bill payment, free weatherization, and energy education at no cost to the participant. Weatherization services include weather stripping; repair or replacement of windows and doors, heating/ cooling appliances, stoves, refrigerators, and more.

Low-income Home Energy Program (LIHEAP) 2021 Ends June 30, 2022	Month	YTD	Goal	Month Progress	Annual Progress
Clients Served Utilities Assistance	1,384	3,692	3,845	432%	96%
Utility Payments	$954,049	$2,668,495	$2,999,043	382%	89%
Clients Served Weatherization	8	77	150	64%	51%
Low-income Home Energy Program (LIHEAP) 2020 Ends December 31,	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	0	2,088	2,476	0%	84%
Utility Payments	$0	$1,545,107	$1,545,423	0%	100%
Clients Served Weatherization	0	1	1	0%	100%
Discorgement Assistance Program (DAP) Ends December 31, 2021	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	0	251	260	0%	97%
Utility Payments	$0.00	$182,134	$182,000	0%	100%
Clients Served Weatherization	2	29	30	80%	97%
CARES ACT Ends September 30, 2021	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	0	2,090	2,077	0%	101%
Utility Payments	$0	$916,192	$916,186	0%	100%
2020 DOE - Weatherization	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Weatherization	0	0	10	0%	0%
American Rescue Plan Act (ARPA) Ends March 2023*	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Clients Served Utilities Assistance	203	613	878	277%	70%
Utility Payments	$367,287	$1,169,728	$1,054,434	418%	111%
Totals	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Total Utility Clients (FNPI4h)	**1,587**	**8,734**	**9,536**	144%	92%
Total Utility Payments	**$ 1,321,336**	**$ 6,481,656**	**$ 6,697,086**	127%	97%
Total Weatherization Clients (FNPI4h)	**10**	**183**	**191**	48%	96%

Explanation (Over/Under Goal Progress)
1) Remaining LIHEAP 20 jobs were moved over to LIHEAP 21 - contract to close soon. **2) ARPA first full month of utilization was October 2021 - contracts ends March 31, 2023. *The ARPA funding reflects activities and projections through 12/31/2021.** **3) Only active contracts are LIHEAP 2021, 2020 DOE and ARPA.**

Program Strategic Goals	Progress Towards Goal
1. Expedite assistance to client by increasing efficiency in paperwork (Weatherization).	In the process of having program train with Hanock (system provider) as well as develop new uses for application.
2. Implement a digital inventory system.	Hanock has put this on hold for now.
3. Improve our outreach methods.	Met and interviewed with various marketing agencies to determine which one we will use for future marketing services. In process of moving forward with decision.



Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	Friendship House Community Center (FHCC)
Division/Director	Youth & Community Services Fred Hernandez	**Program Manager**	Lois Hannible
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Located in Southeast Bakersfield, the program serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.

Youth Programs	Current Enrolled	Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (SRV 2p) Reporting July 1, 2020 - June 30, 2021	32	1	77	100	12%	77%
Summer Program (Max Capacity due to COVID) (SRV 2m)	N/A		31	18	0%	172%
After School/Learning Pods Enroll (FNPI 2c &SRV 2l)	30	1	39	20	60%	195%
Medi-Cal Outreach		**Month (Added)**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Social media emails and impressions		553352	553455	3,000	221341%	18449%
Canvasing phone calls and flyers		4625	32561	15,000	370%	217%

Explanation (Over/Under Goal Progress)

The CAPK Friendship House continues to offer tutoring and homework assistance through its' Afterschool and Mentoring program. Program outreach and recruitment for both programs is ongoing. The CAPK Health Navigator Medi-Cal outreach team has greatly increased outreach efforts by securing six billboard ads, as well as a GET bus ad to promote Medi-Cal. The Medi-Cal billboards can be seen at California Ave/Owens, Roberts Ln/Olive Dr, Edison Hwy/Oswell, Union Ave/Planz, Wible Rd/Pacheco, Taft Hwy/Union.

Program Strategic Goals	Progress
1. Develop and implement an education and tutoring program.	The FHCC tutoring program is being implemented. Ongoing training is being provided to staff on the different tutoring software components.
2. Strengthen technical infrastructure to increase tech based services for youths such as STEM and distance learning.	Completed
3. Create Advisory Board Recruitment Plan.	Recruitment and interviews for additional FHCC Advisory Board members started in November of 2021.

Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	Friendship House Community Center (FHCC)
Division/Director	Youth & Community Services Fred Hernandez	**Program Manager**	Lois Hannible
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Located in Southeast Bakersfield, the program serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.

Youth Programs	Current Enrolled	Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (SRV 2p) Reporting July 1, 2020 - June 30, 2021	33	1	78	100	12%	78%
Summer Program (Max Capacity due to COVID) (SRV 2m)	N/A	0	31	20	0%	155%
After School/Learning Pods Enroll (FNPI 2c &SRV 2l)	31	1	40	20	60%	200%
Medi-Cal Outreach		**Month (Added)**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Social media emails and impressions		553352	1106807	3,000	221341%	36894%
Canvasing phone calls and flyers		4625	37186	15,000	370%	248%

Explanation (Over/Under Goal Progress)

The CAPK Friendship House offers tutoring, homework assistance, and recreational activities through the Afterschool and Mentoring programs. Program outreach and recruitment is ongoing. The CAPK Health Navigator Medi-Cal outreach team has greatly increased outreach efforts by securing six billboard ads, as well as a GET bus ad to promote Medi-Cal. The Medi-Cal billboards can be seen at California/Owens, Roberts Ln/Olive Dr, Edison Hwy/Oswell, UnionAve/Planz, Wible Rd/Pacheco, Taft Hwy/Union.

Program Strategic Goals	Progress
1. Develop and implement an education and tutoring program.	Being implemented
2. Strengthen technical infrastructure to increase tech based services for youths such as STEM and distance learning.	Completed
3. Create Advisory Board Recruitment Plan.	Recruitment and interviews for additional FHCC Advisory Board members started in November of 2021. Three additional Advisory Board members have been recruited.

Community Action Partnership of Kern
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Month	November	**Program/Work Unit**	Shafter Youth Center (SYC)
Division/Director	Youth & Community Services Fred Hernandez	**Program Manager**	Angelica Nelson
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

SYC serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.

Youth Programs	Current Enrolled	Month	YTD	Goal	Month Progress	Annual Progress
Summer Program (Max Capacity due to COVID) (SRV 2m)	N/A		19	19	0%	100%
After School/Learning Pods Enroll (FNPI 2c &SRV 2l)	12	1	34	19	63%	179%
Community Programs (On Hold due to COVID)		**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Zumba			0	30	0%	0%
Fitness Boot Camp			0	30	0%	0%
Open Basketball			0	45	0%	0%
Tai-Chi			0	12	0%	0%
Outreach		**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Outreach Events		1	6	6	200%	100%
Community Events		2	15	6	400%	250%

Explanation (Over/Under Goal Progress)

Community events still happening with facility rental, Girl Scout meetings, Dignity Health Services, and mask distribution to SYC families.

Program Strategic Goals	Progress
1. Develop program services to grow enrollment while maintaining safety	Restrictions are easing up and allowing for more participation, Transportation is in the process to begin soon.
2. Increase youth programs offered such as STEM, Art & Culture, Healthy life styles, etc.	Completed Ca Coastal Commission Grant and completing Kern Health System - STEM grant.
3. Increase staff development opportunities.	Ongoing research for LIVE and virtual trainings.

Community Action Partnership of Kern
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Month	December	Program/Work Unit	Shafter Youth Center (SYC)
Division/Director	Youth & Community Services Fred Hernandez	Program Manager	Angelica Nelson
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

SYC serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.

Youth Programs	Current Enrolled	Month	YTD	Goal	Month Progress	Annual Progress
Summer Program (Max Capacity due to COVID) (SRV 2m)	N/A		19	19	0%	100%
After School/Learning Pods Enroll (FNPI 2c &SRV 2l)	12	0	34	19	0%	179%
Community Programs (On Hold due to COVID)		**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Zumba			0	30	0%	0%
Fitness Boot Camp			0	30	0%	0%
Open Basketball			0	45	0%	0%
Tai-Chi			0	12	0%	0%
Outreach		**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Outreach Events			6	6	0%	100%
Community Events		4	19	6	800%	317%

Explanation (Over/Under Goal Progress)

Community events still happening with facility rental, Girl Scout meetings, Dignity Health Services, and mask distribution to SYC families.

Program Strategic Goals	Progress
1. Develop program services to grow enrollment while maintaining safety	Restrictions are easing up and allowing for more participation, Transportation is in the process to begin soon.
2. Increase youth programs offered such as STEM, Art & Culture, Healthy life styles, etc.	Completed Ca Coastal Commission Grant and completing Kern Health System - STEM grant.
3. Increase staff development opportunities.	Ongoing research for LIVE and virtual trainings.

Community Action Partnership of Kern
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Month	November	**Program/Work Unit**	Volunteer Income Tax Assistance (VITA)
Division/Director	Youth & Community Services Fred Hernandez	**Program Manager**	Jacqueline Guerra
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

VITA offers no-cost tax preparation and e-filing for low and moderate-income individuals and families. VITA also assists eligible clients to take advantage of the Earned Income Tax Credit (EITC), increasing their tax return and boosting the local economy. All VITA services are provided by IRS-certified staff and volunteers.

Completed Returns	Month	YTD	Goal	Month Progress	Annual Progress
Federal	24	114	6,000	253%	2%
State	9	112	6,000	96%	2%
Total Returns (State included with Federal) (SRV 3o)	**24**	**114**	**6,000**	253%	2%

Refunds and Credits	Month	YTD	Goal	Month Progress	Annual Progress
Federal Refunds	$39,131	$105,191	$3,500,500	446%	3%
State Refunds	$788	$9,484	$730,000	100%	1%
Federal EITC (SRV 3o)	$140	$22,023	$2,300,000	8%	1%
CalEITC (SRV 3o)	$651	$5,652	$350,000	138%	2%
Total Refunds and Credits	**$40,710**	**$142,350**	**$6,880,500**	343%	2%

Individual Taxpayer Identification Number (ITIN)	Month	YTD	Goal	Month Progress	Annual Progress
Applications		67	25	0%	268%

Explanation (Over/Under Goal Progress)

There will be differences in federal vs state returns processed. This is due to the economic impact payment. Clients who do not have an obligation to file, and are only recovering stimulus payments are only required to submit a federal return. Also note, the goals started over October 1, 2021 with the new award of IRS funding. We were awarded $200,693. Very exciting!

Program Strategic Goals	Progress Towards Goal
1. Develop and implement site expansion plan.	Established new sites at the FRC sites in Mojave and Ridgecrest.
2. Build community awareness of VITA services.	With the newly awarded CalEITC grant, we will be able to begin outreach that will include bus ads, billboards, social media boosts, postcards to eligible households and a text messaging campaign. More to come.

3. Develop and implement volunteer retainment plan.	Currently, staff is conducting the New Volunteer Orientations with 54 new volunteers signed up and 12 confirmed for training scheduled next week. Thirteen (13) past volunteers have confirmed they will be returning.

Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	Volunteer Income Tax Assistance (VITA)
Division/Director	Youth & Community Services Fred Hernandez	**Program Manager**	Jacqueline Guerra
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

VITA offers no-cost tax preparation and e-filing for low and moderate-income individuals and families. VITA also assists eligible clients to take advantage of the Earned Income Tax Credit (EITC), increasing their tax return and boosting the local economy. All VITA services are provided by IRS-certified staff and volunteers.

Completed Returns	Month	YTD	Goal	Month Progress	Annual Progress
Federal	22	136	6,000	194%	2%
State	9	121	6,000	89%	2%
Total Returns (State included with Federal) (SRV 3o)	**22**	**136**	**6,000**	194%	2%

Refunds and Credits	Month	YTD	Goal	Month Progress	Annual Progress
Federal Refunds	$30,258	$135,449	$3,500,500	268%	4%
State Refunds	$788	$10,272	$730,000	92%	1%
Federal EITC (SRV 3o)	$140	$22,163	$2,300,000	8%	1%
CalEITC (SRV 3o)	$137	$5,789	$350,000	28%	2%
Total Refunds and Credits	**$31,323**	**$173,673**	**$6,880,500**	216%	3%

Individual Taxpayer Identification Number (ITIN)	Month	YTD	Goal	Month Progress	Annual Progress
Applications	0	67	25	0%	268%

Explanation (Over/Under Goal Progress)

Electronic filing season has ended and will not resume until the 2nd week of February.

Program Strategic Goals	Progress Towards Goal
1. Develop and implement site expansion plan.	
2. Build community awareness of VITA services.	

3. Develop and implement volunteer retainment plan.	Currently, staff is conducting the New Volunteer Orientations with 54 new volunteers signed up and 12 confirmed for training scheduled next week. Thirteen (13) past volunteers have confirmed they will be returning.

Administration

Grant Development

CAPK Foundation

Outreach & Marketing

Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/Work Unit**	Operations: Business Services, Maintenance, Information Technology, Risk Management
Division/Director	Operations/Emilio Wagner	**Program Managers**	Dan Ripoli, Jeremy Keeling, Douglas Dill, Kerri Davis, Laurie Sproule
Reporting Period	January 1, 2021 - December 31, 2021		

Division Description

Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.

Business Services

Activity	Requested	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Purchase Orders			330	2064	TBD	TBD
Contracts	24	3	21	123	TBD	TBD
Leases	3	18	6	22	TBD	TBD
Requests for Proposals	4	4		9	TBD	TBD

Maintenance & Operations

Activity	Received	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Facility Work Orders	253	67	186	2197	TBD	TBD

Information & Technology

Activity	Received	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Help Desk Work Orders	276	116	304	3241	TBD	TBD

Risk Management

Workers Comp Claims	Reported	Reported YTD
First Aid (Reported only)	5	54
First Aid	4	30
Medical Treatment	0	2
Modified Duty	0	4
Lost Time	0	0
Non-Industrial (not work related)	0	3
Under Investigation	0	1
Confirmed Work Related COVID	0	28

Other	Reported	Reported YTD
General Liability	0	2
Property Incidents	10	39
Vehicle Incidents	2	12
Litigated	0	4

Community Action Partnership of Kern
Monthly Report 2021

Month	November	Program/Work Unit	Operations

RFPs	Contracts
Pest Control Services -Agency	United Refrigeration Amendment I
Grant Writing Services - Executive	Hancock Software change order
Barnett House Tenant Improvements -EHS	Teachstone renewal Agreement
Food Service Vendor -EHS	WIPFLI In-kind Project Agreement
	PLC System Services Contract - Energy
	PLC System Services Contract - Jewett
	IBI Group Change Order
	Lamar Agreement - Med-cal Campaign
	PLC System Services Contract - 211
	Brown's Construction Services
	Worklogic HR
	Action Glass Contract for Services - BPN
	Golden Empire Transit District - GET Bus
	Premiere Services Contract - SYC
	CCU Demolition Contract - HS Paso Robles
IT Projects	BrainStorn Renewal Agreement
AT&T Switch Ethernet installation	Access Plus Capital Lease Agreement
Head Start Networking upgrades	Great Western Installations Contract - Pete Parra
Server Upgrades	Great Western Installations Contract - Primeros Pasos
	Hancock Software Contract for Services - Energy
	Teaching Strategies Cloud renewal Contract
	PLC System Services Contract - Food Bank
	RLH Fire Protection - HS locations
	Transwest Amendment

Leases	Risk Projects
15682 K St. Mojave	Final Draft COVID-19 Prevention Protocols for Ridesharing in CAPK Vehicles
1815 Van Ness Ave. (MCAP)	
216 West 7th St. (Hanford)	Final Draft COVID-19 Prevention Protocols for Ridesharing in CAPK Homeless Transport
108 S. Robinson St. Tehachapi (WIC)	
26904 Nichols St. Boron (WIC)	Updated Charter for Operational Risk Management Advisory Committee
8201 Palm Ave.Lamont (Head Start)	
4600 Panama Lane (WIC)	Final Draft Rev 2021 Fire Extinguisher Program
741 Palm Ave. Wasco (WIC)	Final Draft Opioid Overdose Response and Naloxone Administration Procedures
700 Doe Ave (MCAP)	
2550 East. Belle Terrace Ste. 501-502	Complete renewal applications for W/C and AD&D coverage
16804 Highway 14 (EKFRC)	
500 E. California Ave. (WIC)	
5351 Olive Drive (MCAP)	
525 Roberts Lane (WIC)	
1900 E California Ave (Head Start)	

1145 N. Hunter St (San Jqn)	
2854 Felsite Ave (Head Start)	

Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/Work Unit**	Operations: Business Services, Maintenance, Information Technology, Risk Management
Division/Director	Operations/Emilio Wagner	**Program Managers**	Dan Ripoli, Jeremy Keeling, Douglas Dill, Ryan Dozier, Kerri Davis, Laurie Sproule
Reporting Period	January 1, 2021 - December 31, 2021		

Division Description

Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.

Business Services

Activity	Requested	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Purchase Orders			147	2211	TBD	TBD
Contracts	16	6	10	133	TBD	TBD
Leases	1	14	3	25	TBD	TBD
Requests for Proposals	4	7	1	10	TBD	TBD

Maintenance & Operations

Activity	Received	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Facility Work Orders	205	69	136	2333	TBD	TBD

Information & Technology

Activity	Received	In Progress	Processed	Processed YTD	Average Response Time	Response Time Target
Help Desk Work Orders	240	104	238	3479	TBD	TBD

Risk Management

Workers Comp Claims	Reported	Reported YTD
First Aid (Reported only)	13	67
First Aid	3	33
Medical Treatment	2	4
Modified Duty	0	4
Lost Time	0	0
Non-Industrial (not work related)	0	3
Under Investigation	0	1
Confirmed Work Related COVID		28

Other	Reported	Reported YTD
General Liability	0	2
Property Incidents	3	42
Vehicle Incidents	1	13
Litigated	0	4

Community Action Partnership of Kern
Monthly Report 2021

Month	December	Program/Work Unit	Operations

RFPs	Contracts
Pest Control Services -Agency	Action Glass Contract for Services - FB
Marketing and Outreach - Executive	PLC System Services Contract for Services -FB
Barnett House Tenant Improvements -EHS	Great Western Installations - San Jqn
Food Service Vendor -EHS	San Joaquin Interiors Contract for services- Energy
Security Services -Agency	PLC System Services Contract for Services -LBNC
Glass Subcontractor -Energy	Krazan and ASsociates - San Jqn
Subcontractor -Energy	Diablo Fence Contract for Services - 1509 Golden Gate
	Diablo Fence Contract for Services - 347 Poplar St
	Diablo Fence Contract for Services - 2800 D St
	Amendment to SSD Contract for Services - Various loc.
	Contract for Services SSD - 1825 Feliz Drive
	Adelante Strategies Contract for Services
	Contract for Services - Grant Writing - Dixie King
	Contract for Services - Grant Writing - Key Writing Concept
	Tres Hombre Fence Contract for Services - LBNC
	Contract for Services - ServiceMaster Clean Oasis FRC
IT Projects	
iPad upgrades	
Fire tablet configuration MathShelf	
Network upgrades	
Firewall upgrades	

Leases	Risk Projects
15682 K St. Mojave	Final Draft COVID-19 Prevention Protocols for Ridesharing in CAPK Vehicles
1815 Van Ness Ave. (MCAP)	Final Draft COVID-19 Prevention Protocols for Ridesharing in CAPK Homeless Transport
216 West 7th St. (Hanford)	
108 S. Robinson St. Tehachapi (WIC)	Updated Charter for Operational Risk Management Advisory Committee
26904 Nichols St. Boron (WIC)	
8201 Palm Ave.Lamont (Head Start)	Final Draft Rev 2021 Fire Extinguisher Program
4600 Panama Lane (WIC)	Final Draft Opioid Overdose Response and Naloxone Administration Procedures
741 Palm Ave. Wasco (WIC)	
700 Doe Ave (MCAP)	
2550 East. Belle Terrace Ste. 501-502	Complete renewal applications for W/C and AD&D coverage
16804 Highway 14 (EKFRC)	
525 Roberts Lane (WIC)	
1900 E California Ave (Head Start)	
2854 Felsite Ave (Head Start)	
244 G Street, Unit A (WIC)	

Operations

Business Services

Maintenance

Information Technology

Risk Management

Community Action Partnership of Kern
Monthly Report 2021

Month	November	**Program/ Work Unit**	Grant Development, CAPK Foundation, and Outreach
Division/Director	Executive/Pritika Ram	**Program Manager**	N/A
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Grant research on funding resources and opportunities, proposal preparation, and special projects. Media and public relations, agency and program promotional materials, advocacy, social media and website management, special events and fundraising, English-Spanish translations.

Outreach Social Media	Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Sessions	17,101	205,584	180,000	114%	114%
Facebook Impressions - number of times users see content	32,791	457,552	900,000	44%	51%
Other Social Media Impressions	9,315	117,433	220,000	51%	53%

Outreach Advocacy	Outreach Special Projects
Participated in ROMA training	Shared Aera/Chevron/Rudy Salas coat donation
Met with Assemblyman Rudy Salas	to Head Start students.
Made presentation to Kern County Fair Board	Presented Outreach Presentation on Photography
on Feed the Need event	Promoted KGET Food Drive for Food Bank
Attended NCAF Conference	Supported M Street Thanksgiving Luncheon
Arranged and attended CAPK leadership	Promoted partner donations to M Street and
meetings with Congressman David Valado	CAPK Food Bank.
and House Minority Leader Kevin McCarthy	Prepared for CAPK Food Bank Expansion
	Groundbreaking

Grants In Progress/Research	Projects
see reports	2021-25 Strategic Planning Training
	On-Strategy Training and Implementation

CSBG	ROMA
2021 Monthly and Year-end Reporting	Patient Centered Data Driven (PCDD) Cohort

Foundation	
Director of Development Recruitment	
Identified New Campaign: FHCC Fencing & Lighting	

Explanation (Over/Under Goal Progress)

Community Action Partnership of Kern
Monthly Report 2021

Program Strategic Goals	Progress Towards Goal
Customer Relationship Management Projects, including Volunteer Management and Referral Management	Progress Towards Goal
Conduct In depth program specific needs assessment	Quarterly

Community Action Partnership of Kern
Monthly Report 2021

Month	December	**Program/ Work Unit**	Grant Development, CAPK Foundation, and Outreach
Division/Director	Executive/Pritika Ram	**Program Manager**	N/A
Reporting Period	January 1, 2021 - December 31, 2021		

Program Description

Grant research on funding resources and opportunities, proposal preparation, and special projects. Media and public relations, agency and program promotional materials, advocacy, social media and website management, special events and fundraising, English-Spanish translations.

Outreach Social Media	Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Sessions	13,657	219,241	180,000	91%	122%
Facebook Impressions - number of times users see content	37,447	494,999	900,000	50%	55%
Other Social Media Impressions	28,289	145,722	220,000	154%	66%

Outreach Advocacy	Outreach Special Projects
Prepared plans/bids for CAPK Annual Report	Promoted Community Outreach Townhall for
Promoted Toys and Gifts donation from	Food Bank Expansion
Justice Law Foundation for children at	Hosted Food Bank Expansion Townhall
Friendship House and Shafter Youth Center	Hosted CAPK Food Bank Expansion
	Groundbreaking
	Promoted M Street Christmas Luncheon
	Prepared Annual Holiday Video Message from
	CEO Jeremy Tobias.
	Finalized all designs and orders for outreach setups

Grants In Progress/Research	Projects
California Violence Intervention/Prevention	OnStrategy PRE Integration
The Emergency Food Assistance Program	

CSBG	ROMA
2021 Monthly and Year-end Reporting	Patient Centered Data Driven (PCDD) Cohort

Foundation	
Director of Development Recruitment	
Identified New Campaign: FHCC Fencing & Lighting	

Explanation (Over/Under Goal Progress)

Community Action Partnership of Kern
Monthly Report 2021

Program Strategic Goals	Progress Towards Goal
Customer Relationship Management Projects, including Volunteer Management and Referral Management	Completed company-wide introduction, have provided one on training for programatic specifics
Conduct In depth program specific needs assessment	Quarterly

Application Status Report Detail - January 2022
November - December 2021

Funder	Opportunity Name	Description	Status	Amount Requested	Amount Awarded	Application Note
California Department of Social Services (CDSS)	Food Bank Capacity Program Revised Award 2019-20	Food Bank expansion - multiple items	Awarded	$ 71,006.49	$ 72,501.76	
Wonderful Community Grants	Central Valley Community Grants (Wasco)	Free Farmers market Wasco, CA	Awarded	$ 50,000.00	$ 50,000.00	
Wonderful Community Grants	Central Valley Community Grants (Delano)	Free Farmers market Delano, CA	Awarded	$ 50,000.00	$ 50,000.00	
Wonderful Community Grants	Central Valley Community Grants (Shafter)	Free Farmers Market Shafter, CA	Awarded	$ 50,000.00	$ 50,000.00	
CA Business, Consumer Services and Housing Agency	CES Point of Entry and Intake Support	Case Management for Permanent Housing Solutions (PSH) (BKRHC CoC)	Awarded	$ 325,782.00	$ -	
CA Department of Community Services and Development (CSD)	CalEITC	Free tax preparation assistance and assistance with establishing an ITIN application	Awarded	$ 628,542.00	$ -	
CA Business, Consumer Services and Housing Agency	Case Management for Permanent Supportive Housing Solutions	Case Management for Permanent Housing Solutions (PSH) (BKRHC CoC)	Denied	$ 710,335.00	$ -	
CA Business, Consumer Services and Housing Agency	Youth Outreach, Emergency Shelter, and Case Management	Case Management for Permanent Housing Solutions (PSH) (BKRHC CoC)	Denied	$ 638,725.05	$ -	
California Reinvestment Coalition	Resilience Fund	CDFI Development	Denied	$ -	$ -	
Feeding America	FY22 Feeding America Multi-Donor Service Insights	Food Bank client technology build-out	Denied	$ 125,000.00	$ -	
US Economic Development Administration	Build Back Better Regional Challenge Phase 1 - Aerospace Sector	Aerospace. County of Kern - lead. Jobs and regional economy. CAPK is not the lead, rather will be a coalition member.	Denied	$ 250,000.00	$ -	County of Kern, Bakersfield Chamber of Commerce, and B3K Study
US Economic Development Administration	Build Back Better Regional Challenge Phase 1 - Energy	Energy Sector. CAPK is the fiscal agent. Kern Community College District is the operator.	Denied	$ 500,000.00	$ -	KCCD Energy Sector
California Coastal Commission	Whale Tail Grants Program	FHCC/SYC	Pending	$ 10,911.00	$ -	
Bakersfield Kern Regional Homeless Collaborative	FY 2021 Renewal Project Application	Through the CoC - BKRHC, submitted the Coordinated Entry System renewal application through esnaps. NOTE: funding is directly from HUD, but is submitted as part of the consolidated application - Continuum of Care (CoC).	Pending	$ 236,838.00	$ -	FY 2021 Renewal - Coordinated Entry
County of Kern Employer Training Resource	California Small Business COVID-19 Relief Grant Program	Employers Training Resource (ETR) is the lead agency. CAPK will be reaching eligible entities in the Southwest Kern area.	Pending	$ -	$ -	ETR is the lead. CAPK is a sub-contractor.
Tri Counties Bank	VITA-General Operating Assistance for Tax Year 2022	Grant application submitted to finance VITA and CDFI projects. VITA: Purchase local advertisement on city buses. CDFI: Cost of legal services required to pursue CDFI certification	Pending	$ 25,000.00	$ -	
California Department of Social Services (CDSS)	FOOD BANK CAPACITY PROGRAM AWARD LETTER FOR SFY 2021- 2022	Food Bank Capacity-Building grant	Pending	$ 4,859,606.00	$ -	
Citizens Business Bank	Citizens Business Bank - Food Bank Initiative	Support for the CAPK's Emergency Food Assistance Program focused on homeless and low income individuals and families in Kern County.	Pending	$ 7,500.00	$ -	
US Department of Agriculture (USDA)	Community Food Projects Competitive Grants Program	Grant application submitted to support the development a comprehensive food systems assessment by way of a USDA application under the Community Food Projects Competitive grant program, specifically focused on the development of Geographic Information Systems in food security in Kern County.	Pending	$ 35,000.00	$ -	
Governor's Office of Business and Economic Development	California Small Business COVID-19 Relief Grant Program	CAPK is not the lead. Partnering with Kern County Employer's Training Resource (ETR) Relief to small businesses impact by COVID 19 - microloans.	Pending	$29,900	$0	In-Kind Partnership

Additional Opportunities						
Funder	Opportunity Name	Description	Status	Amount Requested	Amount Awarded	Application Note
Robert Wood Foundation	People, Parks, and Power	CAPK is not the lead. Sub-contractor to the Dolores Huerta Foundation. A National Initiative for Green Space, Health Equity, and Racial Justice. CAPK will be part of providing outreach and awareness.	Awarded	$ -	$ -	In-Kind Partnership
U.S. Department of Energy	Department of Energy (DOE) Communities LEAP (Local Energy Action Program) Pilot	Technical Assistance Grant ONLY. Clean Transportation Planning and Investment. "..aims to facilitate sustained community-wide economic and environmental benefits primarily through DOE clean energy deployment work. This opportunity is specifically open to low-income, energy-burdened communities that are also experiencing either direct environmental justice impacts, or direct economic impacts from a shift away from historical reliance on fossil fuels."	Pending	$ -	$ -	CAPK is the lead applicant. Program support provided by Kern Community College District (KCCD)

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	State	**CAPK Program**	Friendship House Community Center
Funding Agency	Board of State and Community Corrections	**Project Name**	California Violence Intervention and Prevention
CFDA	N/A	**Target Population**	Group-member involved homicides, shootings, and aggravated assaults
Reapplication (Y/N)	Y	**Number to be served**	TBA
Estimated Request	$400,000	**Division Director**	Freddy Hernandez
Award Period	7/2022 - 6/2025	**Program Manager**	Lois Hannible

Project Goal (One sentence goal statement)

The purpose of CalVIP is to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings, and aggravated assaults.

Project Description (Brief one paragraph description)

Our project will be to implement evidence-based strategies to reduce local crimes rates in Bakersfield. The strategies may include case management, diversion, and employment/job training. In partnership with FHCC, the Executive Division is currently assessing potential partnerships with local law enforcement agencies to establish a referral system that can support recruitment efforts.

Estimated Budget Summary

CAPK will request no more than $400,000 for this project. This sum will be used for personnel and fringe of staff with expertise in crime prevention, as well as supplies and technical assistance required to collect and analyze findings.

Approvals:

Freddy Hernandez — Jan 6, 2022
Freddy Hernandez (Jan 6, 2022 08:22 PST)
1. Division Director — Date

Pritika Ram — Jan 6, 2022
2. Director of Administration — Date

Jan 7, 2022
3. Chief Program Officer — Date

Stacy Webster — Jan 7, 2022
4. Chief Financial Officer — Date

Jan 7, 2022
5. Chief Executive Officer — Date

Date Presented / Approved:

PRE Approval: _____ B&F Approval: _____ Executive Approval: _____ Board Approval: _____

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Federal	**CAPK Program**	Executive Division
Funding Agency	United States Department of Agriculture	**Project Name**	TEFAP Comprehensive Food Systems Assessment
CFDA	10.568	**Target Population**	Kern County
Reapplication (Y/N)	N	**Number to be served**	N/A
Estimated Request	$100,000	**Division Director**	Pritika Ram
Award Period	4/2022 to 3/2024	**Program Manager**	N/A

Project Goal (One sentence goal statement)

Expand TEFAP's reach into remote, rural, Tribal, and/or low-income areas that are underserved by the program.

Project Description (Brief one paragraph description)

Grant funds will be utilized to develop a comprehensive food systems assessment of TEFAP services in Kern County, specifically focused on the learning the remote, rural, and/or tribal regions that could benefit from an expansion of TEFAP services.

Estimated Budget Summary

The $100,000 requested will be utilized to finance a consulting company to complete the comprehensive food systems assessments. steps of the assessment include stakeholder surveys, geographical informational systems assessment, and the compilation of findings in a conclusive report.

Approvals:

Jan 6, 2022		Jan 7, 2022	
1. Division Director	Date	4. Chief Financial Officer	Date
Jan 6, 2022		Jan 7, 2022	
2. Director of Administration	Date	5. Chief Executive Officer	Date
Jan 7, 2022			
3. Chief Program Officer	Date		

Date Presented / Approved:

PRE Approval: _____ B&F Approval: _____ Executive Approval: _____ Board Approval: _____

Community Action Partnership of Kern
Consent Funding Request
January 2022

Funding Type	Private	**CAPK Program**	Oasis Family Resource Center
Funding Agency	Dollar General	**Project Name**	Oasis FRC – Program Support
CFDA	N/A	**Target Population**	Families and youth in the Ridgecrest area.
Request	$10,000.00	**Division Director**	Freddy Hernandez
Award Period	1/1/2021 – 11/30/2022	**Program Manager**	Eric Le Barbe
Description	Programmatic Support for Baby Readiness (newborns and mothers), Diapers, transportation, and emergency closet.		

Funding Type	Private	**CAPK Program**	Oasis Family Resource Center
Funding Agency	Friends of Mercy Foundation	**Project Name**	Sister Phyllis Hughes Endowment for Special Needs
CFDA	N/A	**Target Population**	Families and youth in the Ridgecrest area.
Request	$10,000.00	**Division Director**	Freddy Hernandez
Award Period	July 2022-May 2023 (pending notice)	**Program Manager**	Eric Le Barbe
Description	Planned submission (letter of intent due 1/26/2022). Programmatic support for new mothers and babies, transportation, supplies and emergency closet. The Oasis FRC requires ongoing to support for the families they serve, in addition to the current funding through contract providers, such as First 5 and County of Kern Department of Human Services.		

Date Presented/Approved

Policy Council: _____ PRE Presentation: _____ B&F Approval: _____ Board Approval: _____

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	**Month/Year:** January 2022
Program/Work Unit: Head Start/Early Head Start	**Program Administrator:** Robert Espinosa
Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Enrollment Breakdown	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start Kern	**1317**	**877**	**67%**		**4%**	**5%** **3%**
Early Head Start Kern • EHS Center Based • EHS Home Based • EHS Home Based-Interim	**446** 243 123 80	**276**	**62%**	 199 /243 74/123 3/80	**8%**	**5%** **3%**
Early Head Start San Joaquin	**313**	**192**	**61%**		**9%**	**9%** **6%**
Early Head Start Partnership • Angela Martinez • Bakersfield College • Blanton • Garden Pathways • Taft College • Escuelita Hernandez • Seeking Partner	**152** 24 32 16 11 42 16 11	**93**	**61%** 83% 63% 69% 36% 71% 19% 0	 19 /24 20/32 13/16 7/11 31/42 3/16 0/11	**6%**	**9%** **8%**

HIGHLIGHTS:
Early Head Start Partnership Enrollment Updates:

The construction on the infant classroom at Escuelita Hernandez center is awaiting licensing and fire inspection. The grand opening ceremony is being planned for the morning of Thursday February 24th. We are anticipating having CAPK programs and other community organizations represented as well as resources on-site for families. The public is invited to attend. A parent from Bakersfield College donated gifts from her employment to the families at BC; the employer also donated money for the BC staff to purchase additional gifts to ensure all children received something for the holiday.

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	167	**240**

Division Staffing			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
623	122		

HIGHLIGHTS:

- **5 On-Boarded**
- **2 days of interviews were conducted for 4 open requisitions**

Compliance
The program has received notification of an upcoming review: The Office of Head Start (OHS) will conduct a Focus Area Two (FA2) on-site monitoring review of the Kern, Early Head Start (EHS) San Joaquin and EHS Child Care Partnership (CCP) grants during the week of February 14, 2022. The goal of FA2 is to acquire a holistic look across service areas and program management functions by observing practice in action. Discussions will occur with families, direct service staff, the director, managers, the governing body, and the policy council to gain further insight about how children and families are supported.

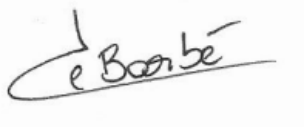
Central Kitchen October 2021				
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Center Totals	**50,695**	18,304	16,871	15,520

HIGHLIGHTS: All deliveries and food preparation were done without interruption despite the holidays and vandalism to Central Kitchen.

CACFP						
November 2021						
Total Meals Delivered			**Meals Allocated**		**# of Meals Served**	**% of Meals Served**
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
49,907	11,362	61,269	32,062	29,207	32,062	59%

MEMORANDUM

To: Program Review & Evaluation Committee



From: Eric Le Barbé, Supervisor Oasis Family Resource Center

Date: January 12, 2022

Subject: *Agenda Item 5d*: Oasis FRC and Kern Early Stars- **Action Item**

On September 23, 2021, the Oasis Family Resource Center (OFRC) received a Professional Service Agreement from Kern Early Stars, to offer training services for staff related to the home and Summer Bridge educational services that we currently offer to children ages 0-5. There is no cost for this agreement since it's part of a current partnership between Kern Early Starts and First 5 Kern. The contract period for this agreement will be from January 17, 2022, to June 30, 2023.

This project enables the Oasis staff to receive tailored training and coaching to conduct educational services for children ages 0-5. This training will help us meet the programs current scope of work and strengthen the quality of service we currently provide to the community of Ridgecrest. First 5 Kern, strongly recommends that we utilize this opportunity in order to make sure that staff continues to improve their skills and develop new educational tactics.

The work connects to CAPK's mission and Strategic Goal 2, advocating for the low-income community of Kern County who often don't have the funds to provide early educational opportunities for their children. This program is designed to make sure that low-income children ages 0-5 are ready to attend kindergarten and develop a passion for education.

Recommendation:

Staff recommends the PRE Committee approve the Kern Early Stars contract and authorize the Chief Executive Officer to execute the contract and any amendments throughout the duration of the contract term.

Attachment:
21-22 FRC Impact Agreement

Professional Service Agreement
Kern County Superintendent of Schools
Kern Early Stars
Quality Counts California Partnership Grant
Quality Improvement System
FY 2021-2022

FY 2022-2023

I. RECITALS

IMPACT-Family Resource Center

A. WHEREAS a robust body of research demonstrates high-quality early learning programs and services can improve young children's health, social-emotional, and cognitive outcomes; enhance school readiness; help close the wide school readiness gap that exists between children with high needs and their peers at kindergarten entry; and

B. WHEREAS Quality Counts California has awarded a grant to the Kern County Superintendent of School (KCSOS) / Kern Early Stars (KES) program to conduct Quality Improvement System (QIS) and quality improvement activities; and

C. WHEREAS the First 5 California awarded a grant to FIRST 5 Kern known as FIRST 5 IMPACT (Improve and Maximize Programs so All Children Thrive) to conduct Quality Improvement System (QIS) quality improvement activities; and

D. WHEREAS _____ hereinafter referred to as "Program" desires to undergo QIS quality improvement activities; and

E. WHEREAS the KCSOS is the lead fiscal agency of Quality Counts California and subcontracted with First 5 Kern, lead fiscal agency for IMPACT to provide QIS quality improvement activities under the KES and FIRST 5 IMPACT programs; and

F. WHEREAS the parties enter into this Agreement with KCSOS/KES with the understanding this is a voluntary agreement to participate with quality improvement activities, and

G. WHEREAS the parties agree to the requirements and expectations as stated under Section II Program Obligations.

II. PROGRAM OBLIGATIONS

Program obligations under this Agreement include any shared obligations stated below:

- Provide KES with required program data for review and verification. Data must beuploaded to the iPinwheel database, sent via email or postal mail, or provided during in-person site visits.
- Provide required data (i.e. Common Data File and Annual Report) and take all required actions in a timely fashion, according to a schedule as agreed between the parties and meeting any timelines of the funding organization.
- Ensure directors, lead teachers, or providers will be available via virtual platform, email, phone, or in-person for necessary meetings.
- Continually work towards improving program quality through an established Quality Improvement Plan.
- Report any changes with the Program Director and Lead Teacher to KES.
- Provide all required information and take all required actions in a timely fashion, according to a schedule as agreed between the parties and meeting any timelines of the funding organization.
- Comply with any additional requirements of the KES as applicable to the Program and identify a contact person for all communications regarding this agreement.

Failure to comply with any of the above-mentioned Agency Obligations will result in a loss of services provided by Kern Early Stars.

Photos and Videos

The use of photos and videos is an important part of the coaching and feedback process. There may be instances in which a child(ren) may be included in the photo/video.

- The only device used for photos/videos will be the KCSOS iPad assigned to the Coach.
- Any photo/video will not be permanently stored on any device and will never be shared or posted to a social media site.
- All photos/videos will be destroyed/deleted immediately upon completion of the Coach/provider feedback session.
- All parents/guardians must be made aware that their child may be included in the photo/video.
- Any parent/guardian that does not wish to have their child included in any photo/video should notify the program/provider so that the child is not included in any photo/video.
- By signing this Agreement, the program/provider takes responsibility for notifying all parents/guardians.

    - **iPinwheel**

      Agree to allow the aggregate data to be submitted in regular intervals to the CA QRIS State organization and the First 5 California via the Kern Early Stars program. Data collection requirements and protocol are as follows:

- All participating programs shall participate in data collection, reporting, and evaluation activities required by the CA QRIS. Programs shall maintain and enter accurate, up-to-date data for each QRIS-funded session. Failure to collect and submit required Agency, program, staff, and session data by specified deadlines in iPinwheel, the QRIS web-based data system, will result in a loss of services provided by KES. Data will be collected via iPinwheel, the QRIS web-based collection and reporting system. The QRIS will provide training and technical assistance regarding the web-based collection and reporting system on a regular basis. In order to ensure all providers receive timely updates and are fully supported in all data collection and reporting processes, providers shall select one single-point-of-contact as the "Lead Data Representative" for the Program. These representatives shall attend an iPinwheel training implemented by the QRIS Administrator.

- Data Reporting Procedures of the QRIS: The Kern Early Stars program shall submit quarterly reports to the California Department of Education and First 5 CA (IMPACT). Additionally, data from the QRIS will be utilized to conduct research that will inform the revision of the Initiative. For all data reporting purposes, data gathered from preschool providers participating in the QRIS shall be contained in a secure database and managed in a strictly confidential manner adhering to the following data reporting protocol:

- All QRIS agencies and sessions will receive a unique numeric code. When reporting data, the QRIS will use these numeric codes to maintain confidentiality when applicable. Data specific to DRDPs, IEPs, developmental screenings, and referrals that are collected and entered into the iPinwheel at the child-level, shall be reported to the state agency (California Department of Education or First 5 California) in aggregate numbers only.

- To ensure that parents are informed that data for the preschool sites participating in the CA QRIS is being reported to KES, CDE, First 5 Kern, and to First 5 California, the participating program will give parents a QRIS Parent Consent Packet prepared by KES (see Exhibit B). Parents will be asked to review and complete these forms authorizing the release of data on their child for the purpose of local and state evaluation studies.
- Data Analysis Assurances - KES will be responsible for:
  - Analyzing the program, preschool classroom, and child-level data.
  - Conduct a longitudinal evaluation of the QRIS. This may include focus group interviews with preschool instructional staff, Program directors, recipient kindergarten teachers, and parents of participating preschool children.
  - Share selected and aggregate data from participating preschool agencies, using confidential numeric codes, with First 5 IMPACT to be aggregated with data from projects throughout the State of California.

III. KCSOS/KES OBLIGATIONS KCSOS/KES will:

- Provide participating Programs with an orientation.
- Programs choosing to participate shall receive the following:
    - A scheduled meeting with the designated program staff of the participating Program in which to review the QIS, and to establish a Quality Improvement Plan (QIP) to achieve the desired program goals.
    - Schedule professional development training that will support the Program in meeting the agreed-upon goals.
- Assign a KES Coach to the Program.
- Provide technical assistance (TA) and coaching in any areas that the Program may need in order to improve their program quality, including the iPinwheel data system and technology literacy.
- Schedule a visit to review data in order to establish the completion of goals listed on the

Quality Improvement Plan.

- Provide the Program with a KES certificate to display at their site in order to further advertise their participation and level of quality.
- Provide all required information and take all required actions in a timely fashion, according to a schedule as agreed between the parties and meeting any timelines of the funding organization.
- Perform required services at a location to be agreed upon between the parties.
- Comply with any additional requirements of the KES programs as applicable to the Program.
- Identify a contact person for all communications regarding this agreement.
- Uphold all responsibilities as child abuse and neglect mandated reporters. If there is a presence of child abuse, neglect, or Title 22 licensing violation suspected, KES will report to the Department of Social Services and/or Community Care Licensing.

IV. TERM.

- This agreement shall conclude on June 30, 2023.
- Either party may terminate this agreement with written notice after 30 calendar days to the other party.

V. GENERAL PROVISIONS OF THIS AGREEMENT

A. Mutual Indemnification. Each party shall maintain employer's liability insurance with limits of $2,000,000. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

B. Status of Parties. The parties agree that, in performing the services specified in this Agreement, each party shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other.

Any employees or assistants retained by either party shall be the responsibility of the retaining party and not of the other. Each party shall determine the means and methods for carrying out the work to achieve the result required by this agreement, and shall determine the hours during which the services shall be performed and the sequence of tasks.

1. Termination. Either party may terminate this Agreement prior to its expiration as follows:If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.

2. If the other party fails to comply with the indemnification requirements of this Agreement.

3. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. Force Majeure. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse payment of any portion of the Contract Amount that is due following performance in accordance with this Agreement, except for any payment for Services not perform during the period in which the Force Majeure occurred.

D. Miscellaneous.

1. Entire Agreement. This Agreement [*including any exhibits or schedules referred to in this Agreement*] constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

2. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

3. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

4. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

5. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any part of this Agreement, nor shall

any provision give any third persons any right of subrogation or action over against any party to this Agreement.

6. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.

8. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through a written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

9. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

10. Nondiscrimination and Harassment. Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person,because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

11. Conflicts of Interest. Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

12. KCSOS will not be liable for any injury that results from equipment purchased by the KES.

NAME OF PROGRAM REPRESENTATIVE	KCSOS REPRESENTATIVE
Print Name:_____	Print Name:_____
Title: _____	Title: _____
Signature: _____	Signature:_____
Date:_____	Date: _____

MEMORANDUM

To: Program Review and Evaluation Committee

From: Pritika Ram, Director of Administration

Date: January 12, 2022

Subject: *Agenda Item 6a:* Follow-Up Items from the October 13, 2021, Meeting – **Info Item**

At the October 13, 2021, Program Review & Evaluation Committee meeting, committee members requested information on the following topics:

1. Program Profile – Food Bank: Changes in volume of pounds distributed - 2020 compared to 2021 YTD

   Carrie Farewell, Food Bank Program Administrator

   In reviewing the year-to-date figures, the Food Bank has experienced a slight decrease in the volume of pounds distributed compared to figures in 2020. However, programs such as the Senior Program and Farmer's Markets experienced an increase since last month. The following are potential contributing factors impacting the pounds distributed and number of individuals served for this year:

   1.) The Federal and state-supported COVID-19 stimulus relief funds and Child Tax Credits have eased the urgency of emergency food assistance. This includes eligibility and program criteria for programs such as Women, Infant, and Children (WIC), California Food Stamp Program (CFAP)/ Supplemental Nutrition Assistance Program (SNAP) and Cal-Fresh benefits.
   2.) Commodity site closures. In September 2021, there were 3 closures (emergency) which impacted the number of individuals served and pounds distributed.
   3.) An influx in COVID-19 funds has allowed a variety of agencies to provide food, like schools, and other non-profits, and lessened the reliance on the Food Bank.
   4.) The pandemic caused unemployment, and a shortage of food supply in stores, which increased our client base for 2020. If/when the pandemic starts to slow down, and the economy gets back to normal, staff anticipate the Food Bank figures will stabilize.
   5.) Client counts. The Food Bank recently changed the process of recording client information on the EFA-7 forms. The Emergency Food Assistance Program (TEFAP) policy mandates that we can only count one person, one visit. If a person says they have already visited another distribution in that month we cannot count them again. Their name still appears on the EFA-7 form, but we cannot count them. The previous process included counting every name, every time they visited a site. We have adjusted to this policy and the count will likely reflect a slight change over the next few months and then stabilize.

2. Program Profile Updates

   The following programs have adjusted their program profiles to reflect new funding (i.e., American Rescue Plan Act) and/or program information, such as Head Start enrollment figures and client information (i.e., M Street client origin of residence by zip code).
   - Head Start
   - Weatherization
   - Migrant Alternative Program
   - M Street Navigation Center

DATE	January 19, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / 224 470 012#

Budget & Finance Committee Minutes

Per Governor's Executive Order N-2920, 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**

   Committee Chair Janea Benton called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll call was taken with a quorum present.

   Present: Janea Benton, Jonathan Mullings, Guadalupe Perez, Fred Plane, Ana Vigil

   Absent:

   Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Traco Matthews, Chief Program Officer; Yolanda Gonzales, Director of Head Start/State Child Development; Freddy Hernandez, Director of Youth & Community Services; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; other CAPK staff

3. **Public Comments**

   No one addressed the Committee.

4. **New Business**

   a. Head Start / Early Head Start Budget to Actual Reports for December 2021 – Heather McCarley, Finance Administrator – ***Info Item***

      Heather McCarley presented the above informational reports to the Committee.

   b. Grant Writing Consulting Services Contracts – Vanessa Cortez, Senior Community Development Specialist – ***Action Item***

      Vanessa Cortez presented the above action item for approval and stated that results from a published Request for Proposals (RFP) in November of 2021 yielded two qualified applicants to act as Grant Writing Consultants for CAPK. Each firm will be offered a one-year term commencing February 1, 2022 to January 31, 2023, with an option to renew the agreement for two additional one-year terms if mutually agreed upon. Payment for each consultant shall not exceed $250,000 during the contract term, and funds for these consulting services have been added to the Agency 2022-2023 budget.

Janea Benton asked about the scope of work, and what the monetary goal is for the consultants. Vanessa said there is not a specific funding amount to achieve, but staff has identified specific areas of interest such as Housing and Food Insecurity.

Pastor Mullings said it does not appear that there is an outline or plan in place and suggested staff have framework in place prior to contracting with grant writing consultants. Pastor Mullings also asked if it is normal to have a fixed fee for grant writing, as it is his experience that grant writers get a percentage of what they bring in.

Vanessa replied to Pastor Mullings questions and said that each consultant has a cap of $250,000 but that it is not a fixed amount, they will be paid on a project basis. Vanessa also advised the committee that staff will be seeking grants that allows for payment of consulting services and she is hopeful that awarded grants will reduce the amount from CAPK's proposed budget.

Pritika Ram concurred with Vanessa Cortez about how the consultants will be paid on a project basis and stated that each consultant was selected based on their level of expertise in the areas of housing and food insecurity and successful awarded grants.

In the future, Janea Benton asked staff to provide more detail about the terms, scope of work, and payment for the consultants to avoid confusion.

Motion was made and seconded approve staff's recommendation. Carried by unanimous vote (Mullings/Plane).

c. CalEITC 7-Month Contract Award – Jacqueline Guerra, VITA Program Manager – ***Action Item***

Jacqueline Guerra presented the above action item for approval and noted that the Volunteer Income Tax Assistance (VITA) program received a 7-month award notice in the amount of $628,542 from the Department of Community Services and Development (CSD) to offer income tax assistance services and outreach to low-income individuals and families throughout Kern & Tulare counties. The award is an increase of $454,542 over the amount received in 2021. Jacqueline also provided insight to how the extra funding will be utilized to support the targeted populations in Kern and Tulare counties.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Perez).

d. Renewal of the Memorandum of Understanding (MOU) for the CalFresh Outreach Program – Martha Gonzalez, 211 Program Supervisor – ***Action Item***

Martha Gonzalez presented the above action item for approval and advised the committee that every three years, CAPK enters into a Memorandum of Understanding (MOU) via 2-1-1 San Diego for the CalFresh Outreach Program and explained the services provided and how the continuation of this agreement will enhance accessibility to food assistance for potentially eligible clients via phone application.

Fred Plane asked about the October 2021 start date of the MOU and Martha explained that CAPK just received the MOU in late December.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Mullings/Plane).

e. Proposed Budget Submission for United Way Merced – Martha Gonzalez, 211 Program Supervisor – ***Action Item***

Martha Gonzalez presented the above action item for approval and advised the Committee that United Way of Merced County has requested the CAPK 2-1-1 program provide after-hour, weekend, and holiday Information & Referral call handling services. Martha said that the opportunity to expand services though a trusted partner will allow CAPK to apply quality service through the 2-1-1 Kern Call Center to better serve the communities of Merced and Mariposa counties. Details about the tier pricing are noted in the agenda packet.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Perez).

f. Annual Budget for Fiscal Year 2022/2023 – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above info item for the Committee for review, prior to submission for approval in February 2022. Tracy reported the annual budget is $83,084,818 which represents a 5.8% decrease than the prior year, and described the functional categories, the annual operating budget, and the indirect budget for the five support divisions. The LIWAP funds are not included in the budget as the funds have not been identified at this time.

Janea Benton asked about the 5.8% decrease in the budget from the prior year and Tracy said that COVID-19 and construction funds were the main reason for the decrease as they were one-time funding streams.

g. December 2021 Financial Statements – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster reported that it was not necessary to use the line of credit in December and said it was monumental that the line of credit was not used at all in 2021.

Central Kitchen expenditures are at 92.4% and the USDA revenue is at 65.8%. Central Kitchen was unable to sustain the same level of meals served during the nearly two-year pandemic and it is expected a significant decline in USDA revenue is forthcoming. The gap will need to be picked up by Head Start funds.

The center based state programs (CSPP, CMIG, and CCTR) reflect average attendance / enrollment for the current period. Although the part-year calendar started in August, lower attendance rates are being realized due to the restrictions stemming from the COVID-19 pandemic.

The agency expenditures are at 74% for the year and the Indirect Fund budget to actual report for December shows the revenue deficit expenditures by $109,434, which is -17.3% of the budgeted indirect surplus. The overall expenditures are 79.9% of the budget and matches the target of 83.3% at month 10 of the 12-month period.

Janea Benton asked if construction funds will need to be carried over. Emilio Wagner confirmed that staff will submit a request to have the construction funds carried over to the next budget period.

Motion was made and seconded to approve the December 2021 Financial Statements. Carried by unanimous vote (Plane/Perez)

5. <u>Committee Member Comments</u>

Jeremy Tobias reminded the Committee that the election of officers will take place at the Board Meeting on January 26, 2022. The new Board Chair will assign the composition of the committees.

Pastor Mullings thanked the staff for their presentation and also thanked Janea Benton for her leadership on the Budget & Finance Committee.

6. Next Scheduled Meeting

Budget & Finance Committee
12:00 pm
Wednesday, February 16, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:51 pm.

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: January 19, 2021

Subject: *Head Start - Kern*
Budget to Actual Report for the period ended December 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 December 31, 2021. Ten months (83.3%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 79% 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 90% of the budget.

Carryover Funds

Overall expenditures are at 74% of the budget.

COVID Cares Funds

Overall expenditures are at 79% of the budget.

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

Non-Federal share is at 91% 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 - December 31, 2021
Month 10 of 12 (83.3%)

Prepared 1/14/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,000,522	7,506,892	2,493,630	75%	25%
FRINGE BENEFITS	2,787,432	2,070,809	716,623	74%	26%
TRAVEL	0	907	(907)		
EQUIPMENT	0	0	0		
SUPPLIES	733,439	393,101	340,338	54%	46%
CONTRACTUAL	148,506	126,282	22,224	85%	15%
CONSTRUCTION	0	0	0		
OTHER	2,748,825	2,869,820	(120,995)	104%	-4%
INDIRECT	1,583,809	1,258,093	325,716	79%	21%
TOTAL BASE FUNDING	**18,002,533**	**14,225,904**	**3,776,629**	**79%**	**21%**

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	16,568	25,336	40%	60%
SUPPLIES	23,986	28,120	(4,134)	117%	-17%
CONTRACTUAL	22,800	35,076	(12,276)	154%	-54%
OTHER	72,752	65,303	7,449	90%	10%
INDIRECT	16,144	14,408	1,736	89%	11%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**177,586**	**159,475**	**18,111**	**90%**	**10%**

CARRYOVER

SUPPLIES	2,294		2,294	0%	100%
CONTRACTUAL	15,000		15,000	0%	100%
CONSTRUCTION	2,276,903	1,882,967	393,936	83%	17%
OTHER	20,000	0			
INDIRECT	231,443	0	231,443		
TOTAL CARRYOVER	**2,545,640**	**1,882,967**	**642,673**	**74%**	**26%**

COVID CARES

PERSONNEL		80,843	(80,843)		
FRINGE BENEFITS		52,540	(52,540)		
SUPPLIES	295,335	163,909	131,425		
OTHER	155,558	60,699	94,859		
INDIRECT	46,675	35,536	11,138		
TOTAL COVID CARES	**497,567**	**393,528**	**104,039**	**79%**	**21%**

GRAND TOTAL HS FEDERAL FUNDS	**21,223,326**	**16,661,875**	**4,541,451**	**79%**	**21%**

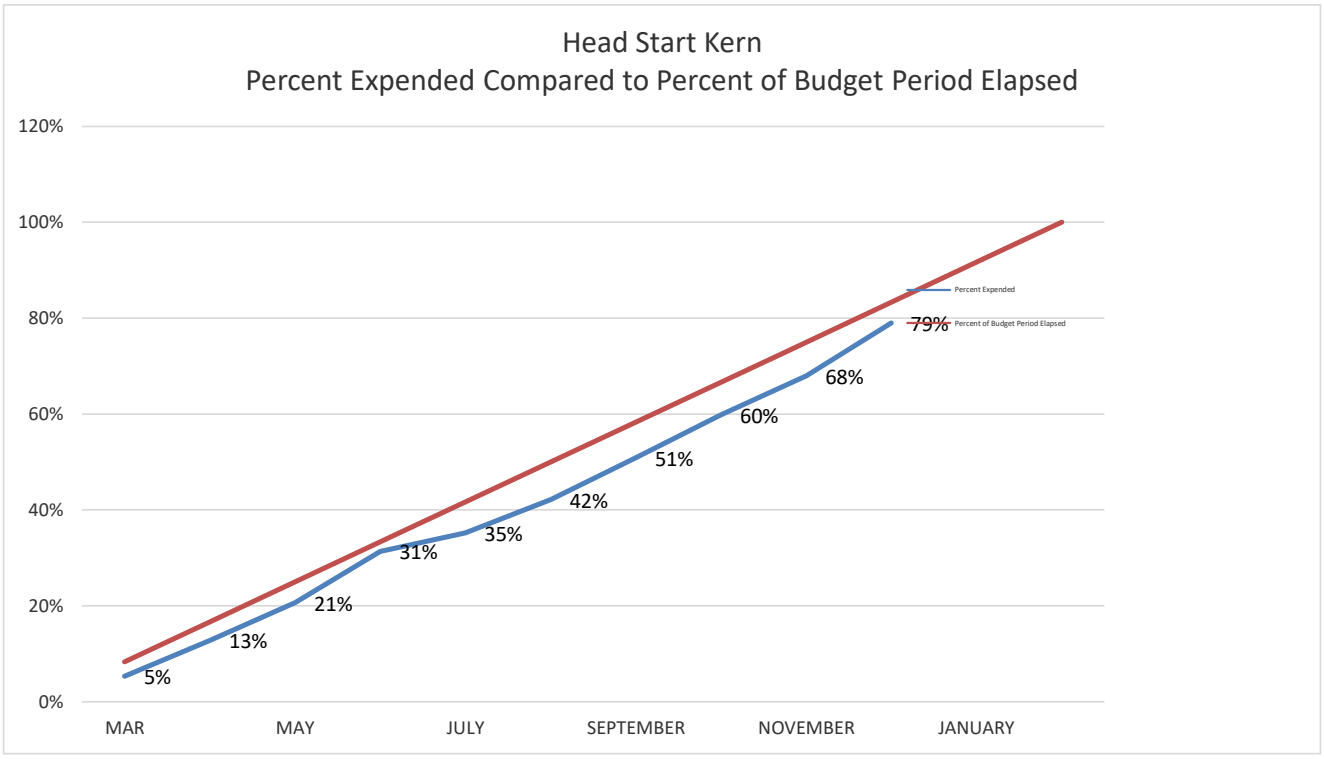
HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

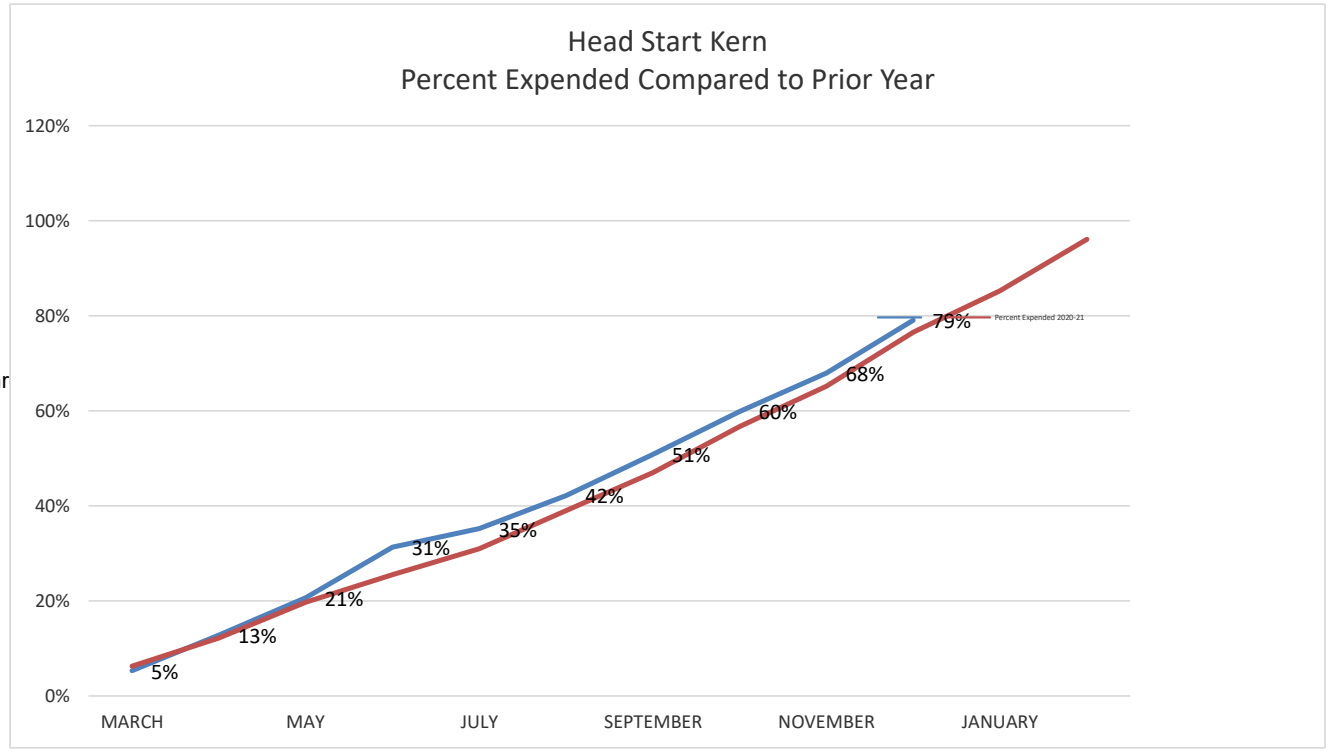
SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	1,368,579	199,059	87%	13%
CALIF DEPT OF ED	5,193,619	4,808,557	385,063	93%	7%
TOTAL NON-FEDERAL	**6,761,257**	**6,177,136**	**584,121**	**91%**	**9%**

Budget reflects Notice of Award #09CH011132-03-01
Actual expenditures include posted expenditures and estimated adjustments through 12/31/2021
Administrative Cost for HS and EHS Kern **6.8%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	22,330				**22,330**	1/10/2022
Lowe's	2,962.07				**2,962.00**	1/5/2022
Smart & Final	689.09				**689**	1/2/2022
Save Mart	1,872.63				**1,873**	11/21/2022
Chevron & Texaco Business Card	7,520				**7,520**	1/6/2022
Home Depot	18,045				**18,045**	1/14/2022
	53,418	**0**	**0**	**0**	**53,419**	


Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
MAR
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY
5%
13%
21%
31%
35%
42%
51%
60%
68%
79%
Percent Expended
Percent of Budget Period Elapsed


Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
MARCH
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY
5%
13%
21%
31%
35%
42%
51%
60%
68%
79%
Percent Expended 2020-21

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: January 19, 2021

Subject: *Early Head Start - Kern*
Budget to Actual Report for the period ended December 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 December 31, 2021. Ten months (83.3%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 67% 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 67% 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 - December 31, 2021
Month 10 of 12 (83.3%)

Prepared 1/14/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	5,021,133	3,522,528	1,498,605	70%	30%
FRINGE BENEFITS	1,751,175	965,804	785,371	55%	45%
TRAVEL	0	300	(300)		
EQUIPMENT	0	0	0		
SUPPLIES	483,444	274,257	209,187	57%	43%
CONTRACTUAL	36,432	54,912	(18,480)	151%	-51%
CONSTRUCTION	0	0	0		
OTHER	920,158	705,497	214,661	77%	23%
INDIRECT	809,704	508,826	300,878	63%	37%
TOTAL BASE FUNDING	**9,022,046**	**6,032,123**	**2,989,923**	**67%**	**33%**

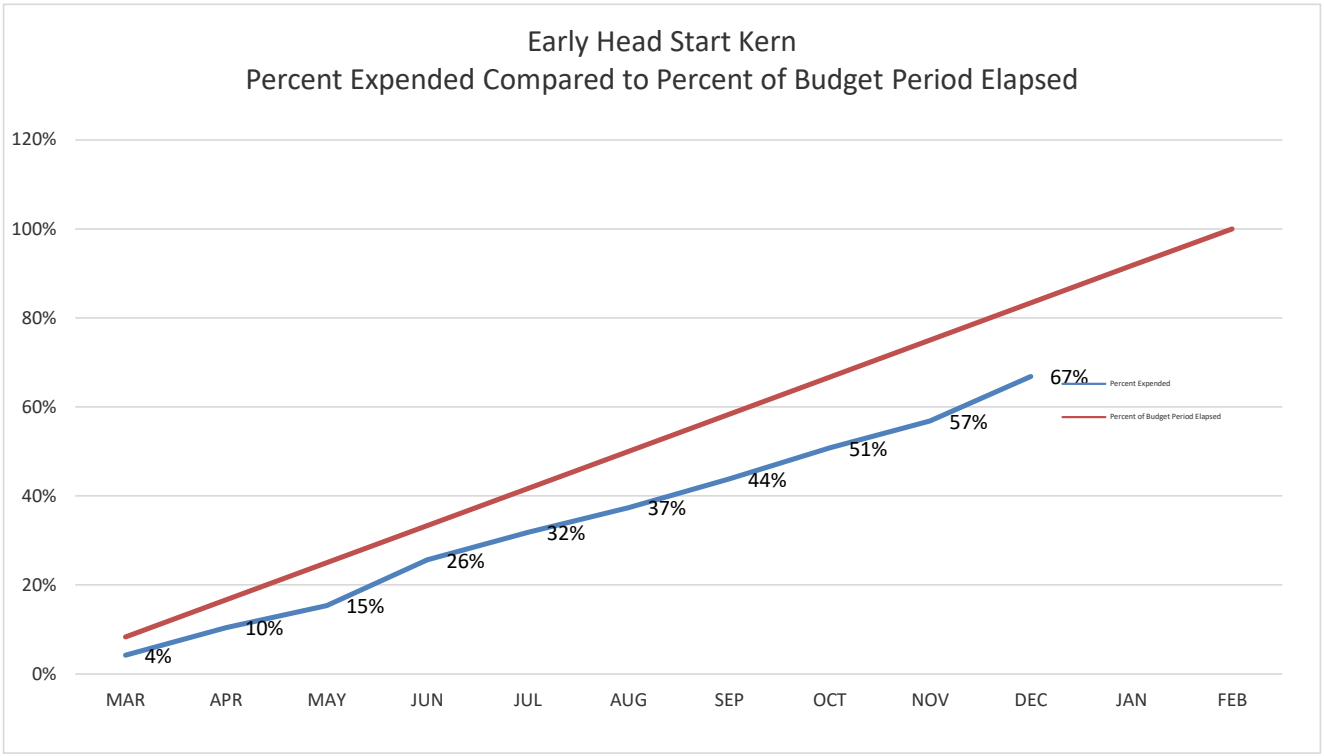
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	32,253	6,725	25,528	21%	79%
SUPPLIES	6,807	12,172	(5,365)	179%	-79%
CONTRACTUAL	11,412	55,238	(43,826)	484%	-384%
OTHER	102,788	28,734	74,054	28%	72%
INDIRECT	15,326	10,114	5,212	66%	34%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**168,586**	**112,982**	**55,604**	**67%**	**33%**

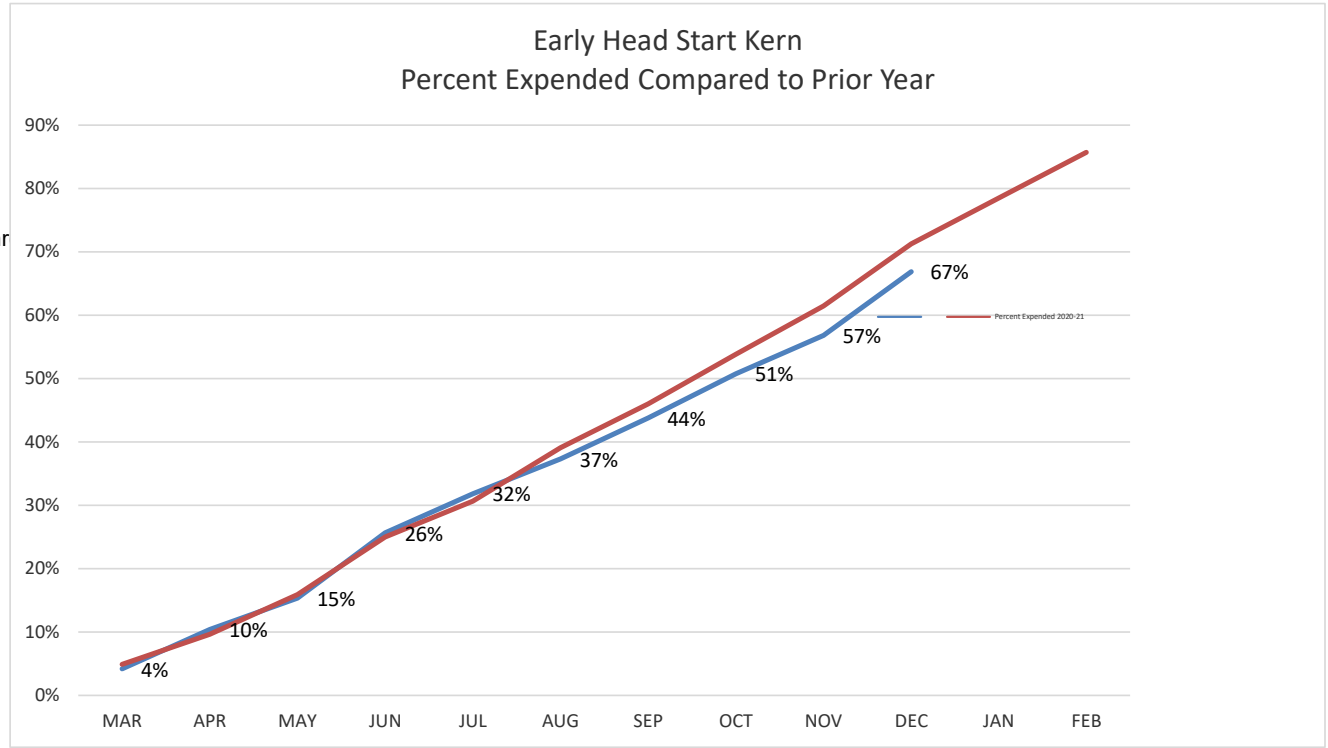
CARRYOVER					
SUPPLIES			0	#DIV/0!	#DIV/0!
CONTRACTUAL			0	#DIV/0!	#DIV/0!
CONSTRUCTION	4,208,158	81,154	4,127,004	2%	98%
OTHER		0	0		
INDIRECT	117,543	0	117,543		
TOTAL CARRYOVER	**4,325,701**	**81,154**	**4,244,547**	**2%**	**98%**

COVID CARES					
PERSONNEL		35,102	(35,102)		
FRINGE BENEFITS		28,570	(28,570)		
SUPPLIES	66,921	182	66,739	0%	100%
OTHER	18,194	19,226	(1,032)	106%	-6%
INDIRECT	9,068	11,103	(2,035)		
TOTAL COVID CARES	**94,182**	**94,182**	**0**	**100%**	**0%**

GRAND TOTAL EHS FEDERAL FUNDS	**13,610,515**	**6,320,441**	**7,290,074**	**46%**	**54%**

Budget reflects Notice of Award #09CH011132-03-01
Actual expenditures include posted expenditures and estimated adjustments through 12/31/2021


Early Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
4%
10%
15%
26%
32%
37%
44%
51%
57%
67%
Percent Expended
Percent of Budget Period Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
4%
10%
15%
26%
32%
37%
44%
51%
57%
67%
Percent Expended 2020-21

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 **December 31, 2021** (Month 10 of 12)

Percent of budget period elapsed: 83%

LOCATION	Enroll-ment	March	April	May	June	July	Aug	Sep	Oct	Nov	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	3,806	3,344	1,604	832	0	603	802	872	850	12,712	40,535	31%
Alicante	20	2,759	2,527	2,754	3,695	1,994	2,133	5,351	5,714	6,469	33,396	20,268	165%
Angela Martinez	60	1,682	5,056	1,604	2,212	2,609	2,465	3,332	3,584	7,309	29,854	60,803	49%
Broadway	40	9,072	8,492	6,658	0	0	830	2,173	2,439	2,017	31,680	40,535	78%
California City	34	8,453	7,727	3,833	0	0	1,695	3,360	1,721	114	26,902	34,455	78%
Cleo Foran	23	15,779	14,629	14,352	12,627	8,483	6,362	5,747	3,912	5,881	87,772	23,308	377%
Delano	76	19,953	21,082	15,436	8,265	7,463	4,632	8,538	7,442	6,711	99,521	77,017	129%
East California	52	14,322	16,129	16,718	15,278	15,044	8,892	11,949	7,524	12,518	118,373	52,696	225%
Fairfax	40	8,429	9,246	5,856	0	0	1,691	4,415	4,278	4,191	38,106	40,535	94%
Fairview	40	7,209	8,499	5,236	5,291	4,000	1,870	7,149	7,553	6,094	52,901	40,535	131%
Harvey L. Hall	156	11,773	13,555	13,824	9,064	6,858	6,493	10,607	9,670	9,855	91,698	158,087	58%
Heritage	20	5,914	6,825	3,362	0	0	291	1,915	1,292	2,005	21,603	20,268	107%
Home Base	123	12,960	10,178	8,707	6,506	6,914	5,928	4,026	6,166	2,369	63,755	62,323	102%
Lamont	20	3,352	4,009	406	1,055	1,485	702	941	724	95	12,769	20,268	63%
Martha J. Morgan	72	8,319	7,861	7,623	5,287	6,211	2,576	5,002	1,556	3,503	47,938	72,963	66%
McFarland	20	2,099	2,182	1,391	0	0	985	3,281	6,967	8,994	25,899	20,268	128%
Mojave	20	7,890	10,296	5,212	0	0	0	0	0	0	23,397	20,268	115%
Oasis	60	5,094	7,534	5,183	4,325	3,895	2,209	3,833	4,389	3,762	40,224	60,803	66%
Pete H. Parra	128	9,302	10,728	9,209	4,272	2,128	3,222	7,386	12,039	16,832	75,117	129,713	58%
Planz	20	0	1,168	0	0	0	0	799	361	1,148	3,475	20,268	17%
Primeros Pasos	78	13,394	9,779	8,252	2,597	3,316	4,263	5,007	5,851	1,116	53,574	79,044	68%
Rosamond	80	5,024	6,643	2,972	1,649	0	0	51	45	79	16,464	81,070	20%
San Diego Street	40	2,566	2,282	2,970	2,501	1,709	3,549	4,502	4,435	2,542	27,056	40,535	67%
Seibert	40	0	0	0	0	0	0	0	95	106	201	40,535	0%
Shafter	20	3,661	2,948	2,292	1,198	436	2,947	6,628	7,005	10,670	37,785	20,268	186%
Shafter HS/EHS	25	1,137	2,606	2,500	2,453	2,067	2,227	2,323	1,395	2,245	18,953	25,334	75%
Sterling	124	7,380	8,415	7,493	8,090	8,206	4,393	5,669	6,288	5,562	61,496	125,659	49%
Sunrise Villa	20	2,328	1,874	651	1,718	0	971	1,493	1,433	1,628	12,097	20,268	60%
Taft	63	4,500	5,261	3,946	0	0	430	1,550	3,403	3,455	22,545	63,843	35%
Tehachapi	34	2,181	0	0	0	0	0	1,821	1,351	1,326	6,679	34,455	19%
Vineland	20	4,160	2,420	923	1,009	1,100	609	1,214	1,589	2,353	15,378	20,268	76%
Virginia	40	3,948	4,743	3,377	0	0	764	5,706	5,242	4,225	28,005	40,535	69%
Wesley	60	27,407	27,036	13,247	0	0	2,892	6,681	8,451	9,505	95,220	60,803	157%
Willow	55	5,130	4,162	2,753	0	0	762	826	3,369	3,601	20,603	55,736	37%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	NA
Governance		0	0	0	0	0	0	0	0	0	0	15,000	
Program Services		23	130	119	10,127	0	0	6,907	484	0	17,790	74,265	24%
SUBTOTAL IN-KIND	**1,763**	**241,003**	**249,365**	**180,465**	**110,052**	**83,918**	**77,384**	**140,983**	**138,640**	**149,128**	**1,370,938**	**1,813,530**	**76%**
State General Child Care*		218,706	214,532	221,798	216,097	167,020	182,708	187,329	199,701	174,882	1,982,510	2,821,834	70%
State Preschool*		395,510	387,783	334,094	184,445	165,206	155,454	233,778	301,417	286,063	2,762,388	3,865,832	71%
State Migrant Child Care*		9,413	9,710	9,016	9,016	4,013	4,161	4,756	4,310	3,071	63,659	125,833	51%
SUBTOTAL CA DEPT of ED		**623,628**	**612,025**	**564,909**	**409,558**	**336,238**	**342,324**	**425,863**	**505,427**	**464,017**	**4,808,557**	**6,813,499**	**71%**
GRAND TOTAL		**864,631**	**861,390**	**745,374**	**519,610**	**420,156**	**419,708**	**566,846**	**644,067**	**613,145**	**6,179,495**	**8,627,029**	**72%**

*May include estimates

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: January 19, 2022

Subject: *Early Head Start – San Joaquin*
Budget to Actual Report for the period ended December 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 December 31, 2021. Eleven months (91.6%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 82% 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 100% of the budget. The combined personnel and fringe benefit expenses are at 91% 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 - December 31, 2021
Month 11 of 12 (91.67%)

Prepared 1/13/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,239,569	2,641,626	597,943	82%	18%
FRINGE BENEFITS	913,403	628,296	285,107	69%	31%
TRAVEL	0	16,791	(16,791)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	130,220	130,234	(14)	100%	0%
CONTRACTUAL	9,500	23,461	(13,961)	247%	-147%
OTHER	720,292	672,183	48,109	93%	7%
INDIRECT	498,077	384,711	113,366	77%	23%
TOTAL	**5,556,061**	**4,528,492**	**1,027,569**	**82%**	**18%**

TRAINING & TECHNICAL ASSISTANCE FUNDS					
PERSONNEL	49,670	46,827	2,843	94%	6%
FRINGE BENEFITS	21,950	19,229	2,721	88%	12%
TRAVEL	3,260	4,264	(1,004)	131%	-31%
SUPPLIES	6,815	3,094	3,721	45%	55%
CONTRACTUAL	7,345	10,383	(3,038)	141%	-41%
OTHER	19,301	30,109	(10,808)	156%	-56%
INDIRECT	10,834	11,268	(434)	104%	-4%
TOTAL	**119,175**	**125,174**	**(5,999)**	**105%**	**-5%**

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

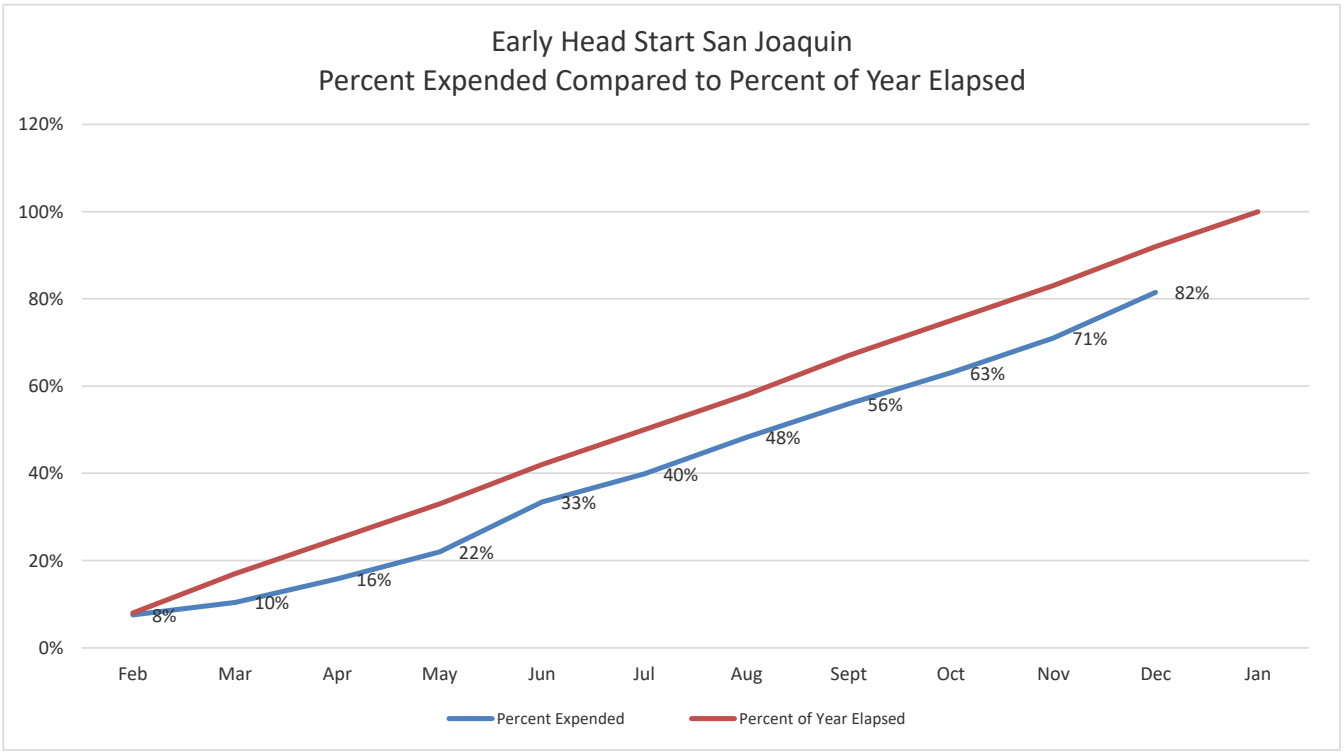
COVID CARES - Carried over from 2020-21					
PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	75,407	42,873	32,534	57%	43%
OTHER	21,681	29,529	(7,848)	136%	-36%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	**106,797**	**106,797**	**0**	**100%**	**0%**

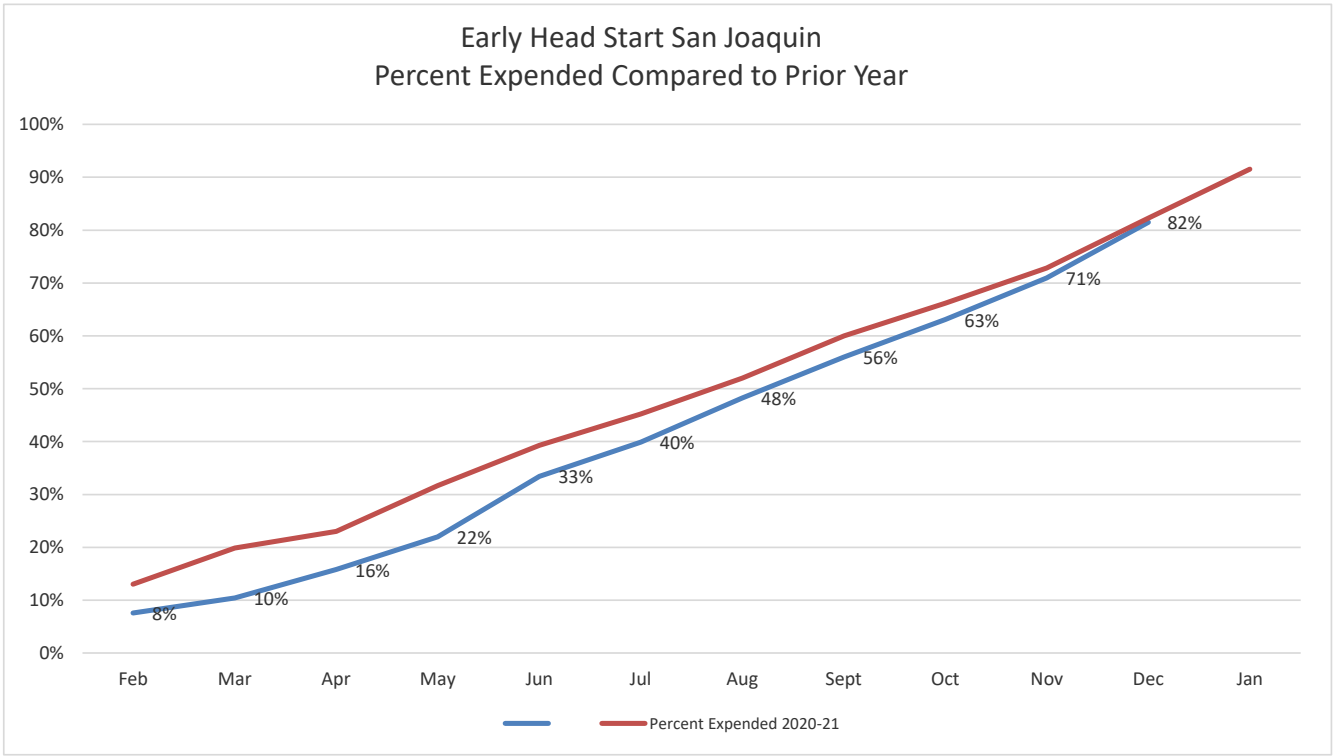
GRAND TOTAL EHS FEDERAL FUNDS	**6,264,019**	**4,760,463**	**1,503,556**	**76%**	**24%**

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	6.4%
Program Administrative Cost	2.9%
Total Administrative Cost	**9.3%**

Budget reflects Notice of Award #09CH011406-02-02
Actual expenditures include posted expenditures and estimated adjustments through 12/31/2021


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
8%
10%
16%
22%
33%
40%
48%
56%
63%
71%
82%
Percent Expended
Percent of Year Elapsed


Early Head Start San Joaquin
Percent Expended Compared to Prior Year
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
8%
10%
16%
22%
33%
40%
48%
56%
63%
71%
82%
Percent Expended 2020-21

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 December 31**, 2021** (Month 11 of 12)

Percent of budget period elapsed: 92%

LOCATION	FUNDED ENROLL-MENT	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	YTD Totals	IN-KIND GOAL	% OF GOAL MET
California Street	24	2,654	2,912	2,136	1,799	2,521	3,436	3,640	3,970	3,836	3,270	30,174	39,646	76%
Chrisman	20	2,493	2,771	2,804	2,097	1,582	3,456	3,486	2,813	2,595	3,330	27,425	33,039	83%
Gianone	16	1,009	1,300	1,254	1,179	1,130	1,283	1,316	1,679	345	0	10,496	26,431	40%
Kennedy	16	1,188	858	927	699	844	1,150	1,426	2,324	4,546	4,279	18,241	26,431	69%
Lodi Home Base	35	0	6,413	5,637	2,639	3,253	3,407	1,524	4,654	4,740	1,949	34,217	28,909	118%
Lodi UCC	30	3,271	3,946	2,019	5,524	2,934	2,945	4,267	2,321	1,673	1,507	30,408	49,558	61%
Manteca Home Base	12	1,106	3,329	3,285	2,982	1,967	1,679	3,097	2,321	3,761	2,451	25,976	9,912	262%
Marci Massei	24	2,453	3,257	2,521	2,094	2,170	2,461	1,860	2,436	2,613	741	22,606	39,646	57%
St. Mary's	24	3,029	2,929	3,172	2,203	1,754	2,760	1,359	1,405	1,299	1,885	21,794	39,646	55%
Stockton Home Base	90	5,231	9,230	11,255	7,650	6,274	7,970	6,732	7,100	7,612	6,133	75,186	74,337	101%
Tracy Home Base	12	0	0	0	0	0	1,654	0	0	0	0	1,654	9,912	17%
Walnut	24	3,004	3,300	4,579	5,262	2,716	3,673	1,816	3,207	3,023	0	30,580	39,646	77%
Administrative Services		0	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	8,855	8,655	133,363	108,412	123%
Policy Council		0	0	0	0	0	0	0	0	0	0	0	1,000	0%
SUBTOTAL IN-KIND	**327**	**40,606**	**55,437**	**57,801**	**49,477**	**35,800**	**44,529**	**39,178**	**42,883**	**44,899**	**34,201**	**462,120**	**526,525**	**88%**
State General Child Care*		120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	70,748	1,156,182	1,175,152	98%
SUBTOTAL CA DEPT of ED		**120,553**	**164,511**	**162,164**	**150,886**	**151,577**	**80,599**	**85,432**	**83,637**	**86,076**	**70,748**	**1,156,182**	**1,175,152**	**98%**
GRAND TOTAL		**161,159**	**219,948**	**219,965**	**200,363**	**187,377**	**125,128**	**124,610**	**126,520**	**130,975**	**104,949**	**1,618,302**	**1,402,067**	**115%**

*May include estimates

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: January 19, 2022

Subject: *Early Head Start Child Care Partnerships*
Budget to Actual Report for the period ended December 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 December 31, 2021. Ten months (83.3%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 52% 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 27% of the budget.

Carryover Funds

Overall expenditures are at 95% 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 - December 31, 2021
Month 10 of 12 (83.3%)

Prepared 1/14/2021

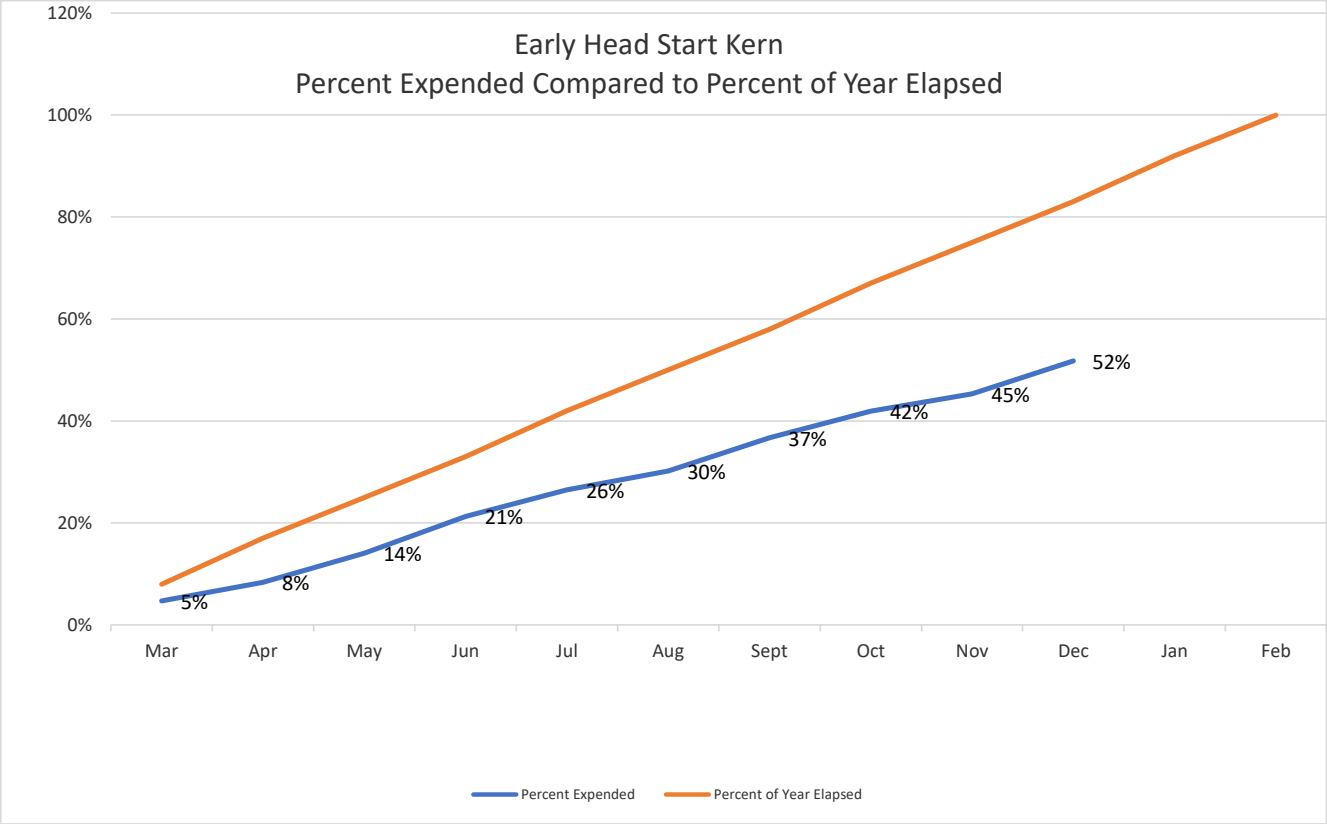
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	477,998	190,883	71%	29%
FRINGE BENEFITS	183,736	125,379	58,357	68%	32%
SUPPLIES	37,083	92,560	(55,477)	250%	-150%
CONTRACTUAL	1,091,504	280,477	811,027	26%	74%
OTHER	231,300	172,443	58,857	75%	25%
INDIRECT	215,164	107,927	107,237	50%	50%
TOTAL BASE FUNDING	**2,427,668**	**1,256,939**	**1,170,729**	**52%**	**48%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	5,294	2,741	2,553	52%	48%
SUPPLIES	16,391	286	16,105	2%	98%
OTHER	29,393	7,558	21,835	26%	74%
INDIRECT	5,107	1,391	3,716	27%	73%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**56,185**	**15,322**	**40,863**	**27%**	**73%**
CARRYOVER					
SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,371,566	87,015	96%	4%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	0	14,121	0%	100%
INDIRECT	4,412	400	4,012	9%	91%
TOTAL CARRYOVER	**2,507,114**	**2,371,966**	**135,148**	**95%**	**5%**
COVID CARES					
PERSONNEL	0	3,622	(3,622)		
FRINGE BENEFITS	0	579	(579)		
SUPPLIES	77,735	6,962	70,773	9%	91%
OTHER	24,361	7,926	16,435	33%	67%
INDIRECT	10,206	1,904	8,302	19%	81%
TOTAL COVID	**112,302**	**20,993**	**95,510**	**19%**	**81%**
GRAND TOTAL EHS FEDERAL FUNDS	**5,103,269**	**3,665,220**	**1,442,250**	**72%**	**28%**

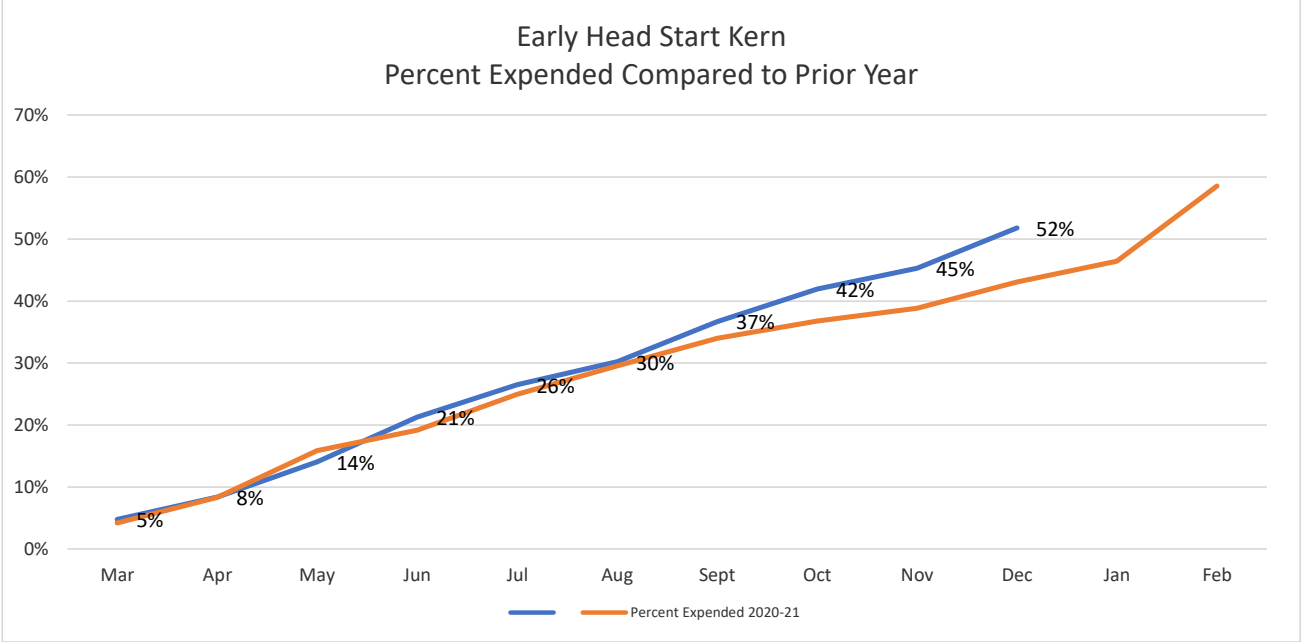
NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	395,386	192,870	67%	33%
TOTAL NON-FEDERAL	**588,256**	**395,386**	**192,870**	**67%**	**33%**

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

Actual expenditures include posted expenditures and estimated adjustments through 12/31/2021


Early Head Start Kern
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
5%
8%
14%
21%
26%
30%
37%
42%
45%
52%
Percent Expended
Percent of Year Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
70%
60%
50%
40%
30%
20%
10%
0%
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
5%
8%
14%
21%
26%
30%
37%
42%
45%
52%
Percent Expended 2020-21

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 - December 3, 2021

Month 9 of 12 (75.0%)

Prepared 1/11/2022

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

American Rescue Plan Act

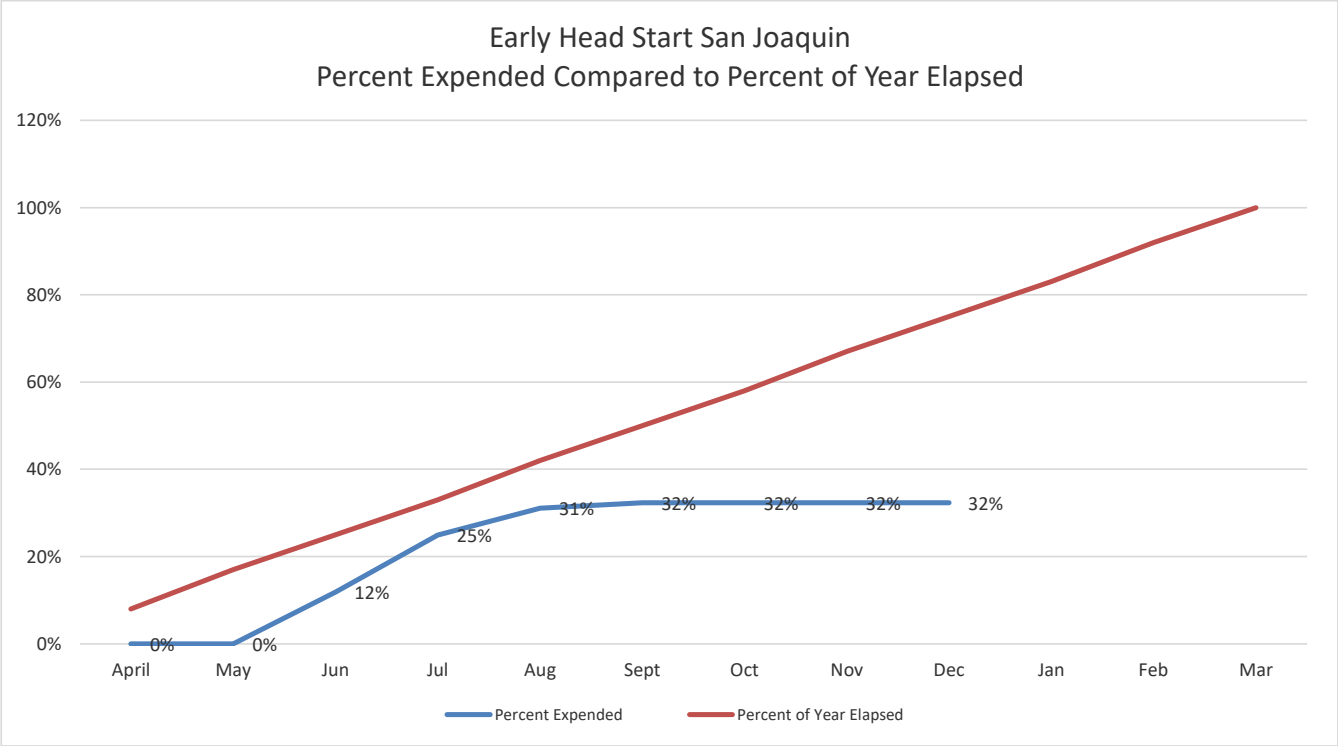
PERSONNEL	763,438	281,848	481,590	37%	63%
FRINGE BENEFITS	251,934	89,677	162,257	36%	64%
TRAVEL	0	0	0		100%
SUPPLIES	553,540	34	553,506	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	830,310	0	830,310	0%	100%
INDIRECT	266,580	37,156	229,424	14%	86%
TOTAL	**2,665,802**	**408,715**	**2,257,087**	**15%**	**85%**

GRAND TOTAL ARP FEDERAL FUNDS	**3,336,361**	**1,079,274**	**2,257,087**	**32%**	**68%**

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 11/30/2021


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
0%
0%
12%
25%
31%
32%
32%
32%
32%
April
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Percent Expended
Percent of Year Elapsed

MEMORANDUM

To: Budget and Finance Committee

From: Heather McCarley, Finance Administrator

Date: January 19, 2021

Subject: *American Rescue Plan Funding*
Budget to Actual Report for the period ended December 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 December 31, 2021. Nine months (75.0%) 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.

MEMORANDUM

To: Budget and Finance
Vanessa Cortez

From: Vanessa Cortez, Senior Community Development Specialist

Date: January 19, 2022

Subject: *Agenda Item 4b:* Grant Writing Consulting Services Contracts – **Action Item**

The Executive Division is requesting approval from Budget and Finance to sign two agreements for grant writing consulting services.

In 2021, a Request for Proposals (RFP) was published; proposals were due on November 22, 2021. Support collected from these agreements will increase our grant writing capacity without adding new positions. Additionally, working with these consultants will provide our department with flexibility in selecting support in special areas of interest.

Our pool of applicants demonstrated knowledge in our service delivery models, as well as expertise in pursuing funding for their implementation and evaluation. Among these applicants, Transforming Local Communities (TLC) and Key Writing Concepts (KWC) were favored by our Review Committee due to the strengths of their applications.

Meetings with these firms in December focused on introducing our fields of interest and our aspirations for funding in these fields. Through discussions and a review of their past work experience, three projects emerged as the scope of work for the purposes of our agreements. Projects are assigned that leverage each of their skill sets. TLC will support affordable housing initiatives and KWC will support food insecurity assessments and park and recreation-based programs.

Upon approval of this action item, services will be provided for the following term: February 1, 2022, to January 31, 2023. With a mutual agreement of both parties, the firm will have the option to renew the Agreement for two additional one-year terms following the expiration (January 31, 2023). Payment for each consultant shall not exceed $250,000 during the contract term. The Executive Division will continue to search for grant opportunities that allow us to apply consulting fees as a direct program charge. These costs have been added to our agencies' 2022-2023 budget.

Recommendation

Staff recommends the Budget and Finance Committee approves two agreements for grant writing consulting services (Vendor 1: Transforming Local Communities; Vendor 2: Key Writing Concepts).

Attachments:
Transforming Local Communities Contract
Key Writing Concepts Contract

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

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 4th day of January 2022 by and between Transforming Local Communities, Inc ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

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

https://www.capk.org/wp-content/uploads/2022/01/TLC-Proposal-RFP-EXE-2021-001-11-19-22.pdf

b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS**. Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.

c. **VENDOR PROJECT MANAGEMENT**. Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **the link above**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor's effective representation of CAPK's interests in performing the Services.

d. **CHANGES IN WORK**. During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor's fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **the link above** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.

e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

a. This agreement shall be effective, and all Services shall be provided for that period of time from February 1, 2022, through January 31, 2023("Term").

TERMINATION.

b. **TERMINATION BY CAPK**. CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.

c. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.

d. **TERMINATION BY MUTUAL AGREEMENT**. The parties may mutually terminate this Agreement at any time by

mutual agreement in writing.

3. OPTION TO RENEW.

a. Upon mutual agreement of both parties, Vendor shall have the option to renew the Agreement for (2) two additional (1) one year terms following the expiration of this agreement. Vendor shall notify CAPK of its intent to exercise such option by giving 60 days written notice prior to the expiration of this Agreement.

4. PAYMENT FOR SERVICES.

a. **INVOICES**. Services shall be billed according to **the link above**. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **the link above**.

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

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

b. **PAYMENT OF INVOICES/DISPUTES**. CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.

c. **BILLING LIMITATION**. Unless Vendor and CAPK otherwise agree via amendment to this agreement, Vendor billing to CAPK shall not exceed $250,000.00.

5. RELATIONSHIP OF PARTIES.

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

b. **TAXES**. Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.

c. **WAIVER OF EMPLOYMENT RIGHTS**. Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.

d. **VENDOR'S CONTROL**. Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.

e. **NO EXCLUSIVITY**. No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

6. REPRESENTATIONS OF THE PARTIES

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

i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.

ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.

iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.

iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal, or manager of Vendor:

1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person.
2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.

vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.

vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.

b. **CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:**

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

ii. CAPK does not possess the skills or expertise to provide the Services.

iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.

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

a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall:

i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.

ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.

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

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

ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

c. **WORKERS' COMPENSATION INSURANCE**. Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence.

d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:

i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required

by this Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

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

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

8. RESTRICTIVE COVENANTS.

a. **CONFIDENTIAL INFORMATION**. Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

b. **VENDOR'S INTELLECTUAL PROPERTY**. If, during the course of providing Services, Vendor:

i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or

ii. develops any of the foregoing which constitute Vendor's Intellectual Property,

Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.

c. **REMEDIES**. Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.

d. **DEFINITIONS**:

i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on

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

ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.

iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

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

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

Vendor:	CAPK:
Transforming Local Communities	Community Action Partnership of Kern
ATTN: Dixie L. King	ATTN: Pritika Ram
P.O. Box 10268	5005 Business Park North
Bakersfield, CA 93389	Bakersfield, CA 93309
Phone: (661)619-2735	Phone: (661) 336-5236

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

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

a. Addendum A: Federal Assurances.

b. Addendum B: Certification Regarding Lobbying.

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

13. MISCELLANEOUS PROVISIONS.

a. **CONFLICT OF INTEREST**. The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.

b. **AFFIRMATIVE ACTION**. The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

c. **EQUAL EMPLOYMENT OPPORTUNITY**. All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.

d. **ENTIRE AGREEMENT; MODIFICATION**. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

e. **WAIVER**. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

f. **ASSIGNMENT**. Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

g. **FURTHER ASSURANCES**. The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.

h. **SEVERABILITY**. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses, or covenants were not contained herein.

i. **ATTORNEY'S FEES**. In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

j. **CONSTRUCTION**. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.

k. **AUTHORITY**. The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.

l. **COUNTERPARTS**. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

m. **APPLICABLE LAW**. The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.

n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

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

VENDOR: TRANSFORMING LOCAL COMMUNITIES

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____ **Date:** _____

Printed Name: _____ **Title:** _____

ADDENDUM "A"

FEDERAL ASSURANCES

The Vendor:

A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.

C. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.

D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)

F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).

G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C., 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.

I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.

K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.

L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.

N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c)

protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State Clean Air Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

_____ _____

Signature of Vendor Date

ADDENDUM "C"

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

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

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

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

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

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

_____ _____

Signature of Vendor Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

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

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

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

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

X

_____

Signature of Vendor Date

X

_____

Address

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

A. If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.

B. During performing this Agreement, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demolition, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.

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

4. The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

6. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

7. The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

8. The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rule's regulations, and orders.

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

10. The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.

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

_____ _____

Signature of Vendor Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

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

_____ _____

Signature of Vendor Date

ADDENDUM "G"

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

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

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

"Executive and top management" means any employee--

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

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

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

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

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

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

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

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

"Special disabled veteran" means--

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

(i) Rated at 30 percent or more; or

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

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

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

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

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

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

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

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

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

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

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

(i) Recruitment, advertising, and job application procedures.

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rate of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor.

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Vendor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

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

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

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

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

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

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

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor) and provided by or through the Contracting Officer.

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

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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

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

_____ _____

Signature of Vendor Date

ADDENDUM "H"

VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

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

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

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

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

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

ADDENDUM "I"
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

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

Concerning Classification of Labor and Wage Rate Determinations:

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

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

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

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

Vendor's Name (type or print)	Name of Vendor's Company
Vendor's Signature	Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

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

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

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

ADDENDUM "L"
ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 4th day of January 2022 by and between Key Writing Concepts ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

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

https://www.capk.org/wp-content/uploads/2022/01/Key-Writing-Concepts-RFP-EXE-2021-001.pdf

b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS**. Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.

c. **VENDOR PROJECT MANAGEMENT**. Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services, or cause any variance to the Services as described on **the link above**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor's effective representation of CAPK's interests in performing the Services.

d. **CHANGES IN WORK**. During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor's fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **the link above** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.

e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

a. This agreement shall be effective, and all Services shall be provided for that period of time from February 1, 2022 through January 31, 2023("Term").

TERMINATION.

b. **TERMINATION BY CAPK**. CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.

c. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.

d. **TERMINATION BY MUTUAL AGREEMENT**. The parties may mutually terminate this Agreement at any time by

mutual agreement in writing.

3. OPTION TO RENEW.

a. Upon mutual agreement of both parties, Vendor shall have the option to renew the Agreement for (2) two additional (1) one year terms following the expiration of this agreement. Vendor shall notify CAPK of its intent to exercise such option by giving 60 days written notice prior to the expiration of this Agreement.

4. PAYMENT FOR SERVICES.

a. **INVOICES**. Services shall be billed according to **the link above**. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **the link above**.

Vendor shall mail all invoices, with required detail, to:
Community Action Partnership of Kern,
Attn: Accounts Payable,
5005 Business Park North,
Bakersfield, CA 93309.

b. **PAYMENT OF INVOICES/DISPUTES**. CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.

c. **BILLING LIMITATION**. Unless Vendor and CAPK otherwise agree via amendment to this agreement, Vendor billing to CAPK shall not exceed $250,000.00.

5. RELATIONSHIP OF PARTIES.

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

b. **TAXES**. Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.

c. **WAIVER OF EMPLOYMENT RIGHTS**. Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.

d. **VENDOR'S CONTROL**. Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.

e. **NO EXCLUSIVITY**. No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

6. REPRESENTATIONS OF THE PARTIES

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

i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.

ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.

iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.

iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person.
2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.

vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.

vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.

b. **CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:**

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

ii. CAPK does not possess the skills or expertise to provide the Services.

iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.

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

a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall:

i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.

ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.

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

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

ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

c. **WORKERS' COMPENSATION INSURANCE**. Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence.

d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:

i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required

by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

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

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

8. RESTRICTIVE COVENANTS.

a. **CONFIDENTIAL INFORMATION**. Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

b. **VENDOR'S INTELLECTUAL PROPERTY**. If, during the course of providing Services, Vendor:

i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or

ii. develops any of the foregoing which constitute Vendor's Intellectual Property,

Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.

c. **REMEDIES**. Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.

d. **DEFINITIONS**:

i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on

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

ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.

iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

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

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

Vendor:	CAPK:
Key Writing Concepts	Community Action Partnership of Kern
ATTN: Jason Williams	ATTN: Pritika Ram
2503 West Shaw Ave # 102	5005 Business Park North
Fresno, CA 93711	Bakersfield, CA 93309
Phone: (559)244-0262	Phone: (661) 336-5236

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

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

a. Addendum A: Federal Assurances;

b. Addendum B: Certification Regarding Lobbying;

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

13. MISCELLANEOUS PROVISIONS.

a. **CONFLICT OF INTEREST**. The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.

b. **AFFIRMATIVE ACTION**. The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

c. **EQUAL EMPLOYMENT OPPORTUNITY**. All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.

d. **ENTIRE AGREEMENT; MODIFICATION**. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

e. **WAIVER**. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

f. **ASSIGNMENT**. Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

g. **FURTHER ASSURANCES**. The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.

h. **SEVERABILITY**. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.

i. **ATTORNEY'S FEES**. In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

j. **CONSTRUCTION**. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.

k. **AUTHORITY**. The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.

l. **COUNTERPARTS**. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

m. **APPLICABLE LAW**. The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.

n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

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

VENDOR: KEY WRITING CONCEPTS

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____ **Date:** _____

Printed Name: _____ **Title:** _____

ADDENDUM "A"

FEDERAL ASSURANCES

The Vendor:

A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.

C. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.

D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7),the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)

F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).

G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.

I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.

K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.

L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.

N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the

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

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

_____ _____

Signature of Vendor Date

ADDENDUM "C"

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

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

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

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

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

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

_____ _____

Signature of Vendor Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

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

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

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

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

X

_____

Signature of Vendor Date

X

_____

Address

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

A. If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.

B. During performing this Agreement, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demolition, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.

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

4. The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

6. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

7. The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

8. The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.

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

10. The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.

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

_____ _____

Signature of Vendor Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

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

_____ _____

Signature of Vendor Date

ADDENDUM "G"

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

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

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

"Executive and top management" means any employee--

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

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

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

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

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

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

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

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

"Special disabled veteran" means--

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

(i) Rated at 30 percent or more; or

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

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

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

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

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

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

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

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

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

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

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

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Vendor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

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

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

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

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

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

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

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

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

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

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

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

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

_____ _____

Signature of Vendor Date

ADDENDUM "H"

VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

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

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

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

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

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

ADDENDUM "I"
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

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

Concerning Classification of Labor and Wage Rate Determinations:

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

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

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

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

Vendor's Name (type or print)	Name of Vendor's Company
Vendor's Signature	Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

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

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

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

ADDENDUM "L"
ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

MEMORANDUM

To: Budget & Finance Committee

From: Jacquelyn Guerra, VITA Program Manager

Date: January 19, 2022

Subject: *Agenda Item 4c*: CalEITC 7-Month Contract Award – **Action Item**

On December 30, 2021, the Volunteer Income Tax Assistance (VITA) program received a 7-month award notice for the amount of $628,542 from the Department of Community Services and Development (CSD), to offer volunteer income tax assistance services and outreach to low-income individuals and families throughout Kern and Tulare Counties. This is an increase of $454,542 compared to last year. The contract period will be from December 1, 2021, through June 30, 2022.

This extra funding enables the VITA program to expand income tax assistance services and outreach education regarding California tax credits for underserved populations in urban and non-urban areas, increasing their opportunity to file tax returns and receive refunds. The program is currently in the process of renegotiating an agreement with the United Way of Kern (UWKC) and Community Services and Employment Training (CSET), for the 2021 – 2022 grant year to assist with the tax preparation services and outreach education they have provided in previous years.

The project is funded as part of California's targeted initiatives to provide expanded taxpayer education regarding state tax credits and free tax preparation services for low-to-moderate income individuals and families. The funding also strengthens federal and state efforts to help more low-to-moderate income individuals and families complete their annual taxes and receive financial support and directly connects to CAPK's mission and Strategic Goal 4, advocating for low-income communities in Kern County who are often unaware of the financial benefits available to them when filing state taxes. Similar to prior years, this program will provide tax education, tax-filing services, and financial support to targeted populations in Kern and Tulare Counties.

Recommendation:

Staff recommends the Budget and Finance Committee approve the increased CalEITC contract and authorize the Chief Executive Officer to execute the contract and any amendments throughout the term of the contract.

Attachment:

CalEITC Contract 21T-1015

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State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The California State Budget Act of 2021 appropriated $15 million to the Franchise Tax Board (FTB) for education and outreach efforts for the California Earned Income Tax Credit Plus (CalEITC+) program to increase awareness of CalEITC, Young Child Tax Credit (YCTC), the federal EITC, and federal Child Tax Credit. These funds must also be used to inform individuals about and provide access to free tax preparation assistance and Individual Taxpayer Identification Number (ITIN) acquisition services.

In partnership with FTB, the Department of Community Services and Development (CSD) is administering the 2021-2022 appropriation through grant funds awarded under this Agreement for education and outreach efforts regarding CalEITC, YCTC, federal EITC, federal Child Tax Credit, assistance with free tax preparation, and ITIN acquisition services (hereinafter referred to as “CalEITC+”).

Attached is your 2021 CalEITC+ Education and Outreach Agreement which includes your organization’s 2021-2022 allocation as indicated on the Standard Agreement (STD 213) contract face sheet. Please use the amount referenced on the attached face sheet when completing your budget forms (CSD 171A and CSD 171B). These funds must be fully expended by June 30, 2022.

To facilitate the timely execution of your Agreement, please refer to the attached contract checklist for all required documents and due dates for contract deliverables. Your organization is required to execute the CalEITC+ contract electronically via DocuSign®, a software program that allows you to easily upload and send documents for electronic signature. Please complete and return all other required documents outlined in the contract checklist to your CSD program analysts Tricia Conti Luetke at Tricia.ContiLuetke@csd.ca.gov or Veronica Tovar at Veronica.Tovar@csd.ca.gov.

Please be advised that before reimbursement of expenditures, all program documents must be received and approved by CSD. Refer to Part I, Article 3, Section 3.1, Paragraph D, *Contract Elements Integral to Agreement and Enforceability Conditions,* for program requirements. Upon approval, your organization will receive notification from CSD via email stating the documents are approved and the contract is executed.

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To provide guidance on the contract elements and to aid in the completion of the required forms, a mandatory contract webinar will be held on December 21, 2021, from 10:30 a.m. to 12:00 p.m. Please register for the contract webinar at https://attendee.gotowebinar.com/register/6249930175626327568. Please assign representatives from your organization to participate in the webinar, preferably program staff responsible for overseeing day-to-day activities and fiscal staff responsible for contract expenditures.

If you have any questions, please contact Tricia Conti Luetke at Tricia.ContiLuetke@csd.ca.gov or Veronica Tovar at Veronica.Tovar@csd.ca.gov.

CSD looks forward to a productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Director
Attachments

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California Department of Community Services and Development (CSD)
2021 CalEITC+ Education & Outreach Grant Contract Checklist

General Comments and Requirements for Contract Execution:

Please contact the CalEITC+ program analysts immediately for assistance if this Agreement requires any corrections.

Completed documents are due back to CSD by December 29th, 2021

Check the boxes below to ensure items are included in the contract packet prior to return:

☐ Contractor has provided CSD with the signed contract face sheet STD 213 via DocuSign®.

☐ Contractor has completed all essential contract forms, including:
- Contractor's full legal name
- Contractor's business address
- Name and title of person authorized to sign the contract
- Signature of authorized person via DocuSign® on face sheet with the date signed

☐ Contractor has provided current Certificate of Insurance or Self-Insurance Authority Certification.

*NOTE: New proof of insurance documentation is required if the current policy expires during the term of the Agreement or if the amount of insurance must be increased.

Please return the completed contract packet by December 29th, 2021 to:
California Department of Community Services and Development
Contract Services Unit
BNCS@csd.ca.gov

Programmatic Contract Requirements are due back to CSD by December 29th, 2021

☐ CalEITC+ Education & Outreach Workplans (CSD 171, CSD 842, CSD 843)
☐ CalEITC+ Education & Outreach Budget Summary Form (CSD 171A)
☐ CalEITC+ Education & Outreach Budget Detail Form (CSD 171B)
☐ CalEITC+ Education & Outreach Timeline (CSD 171TL)
☐ CalEITC+ Subcontractor Information Sheet (CSD 171SI)

Return all completed programmatic contract requirements via email to the CalEITC+ program analysts:
Tricia Conti Luetke, Tricia.ContiLuetke@csd.ca.gov or
Veronica Tovar, Veronica.Tovar@csd.ca.gov

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2021 California Earned Income Tax Credit Plus CalEITC+ Education & Outreach Grant Notice of Intent to Award

Organization Awarded	Contract	Amount Awarded
Target Area 1 – Statewide		
United Ways of California	**21T-1001**	$820,000
Golden State Opportunity	**21T-1002**	$820,000
Target Area 1 – Statewide Free Tax Preparation Assistance		
United Ways of California	**21T-1003**	$820,000
Target Area 2 – Los Angeles County		
Koreatown Youth and Community Center	**21T-1004**	$994,966
Los Angeles County Department of Consumer and Business Affairs	**21T-1005**	$994,966
Golden State Opportunity	**21T-1006**	$994,966
Target Area 2 – Los Angeles County Free Tax Preparation Assistance		
California State University, Northridge The University Corp.	**21T-1007**	$994,969
Target Area 3 – San Diego County		
2-1-1 San Diego	**21T-1008**	$1,057,619
Target Area 4 – Alameda/Santa Clara Counties		
United Way Bay Area	**21T-1009**	$884,924
Target Area 5 – Sacramento County		
United Way California Capital Region	**21T-1010**	$625,058
Target Area 6 – Riverside County		
Golden State Opportunity	**21T-1011**	$841,344
Target Area 7 – Orange County		
Orange County United Way	**21T-1012**	$844,770
Target Area 8 – Contra Costa/Sonoma Counties		
United Way Bay Area	**21T-1013**	$448,608
Target Area 9 – San Bernardino County		
Golden State Opportunity	**21T-1014**	$761,629
Target Area 10 – Kern/Tulare Counties		
Community Action Partnership of Kern	**21T-1015**	$628,542
Target Area 11 – Fresno County		
United Way of Fresno and Madera Counties	**21T-1016**	$470,750
Target Area 12 – San Joaquin/Stanislaus Counties		
Golden State Opportunity	**21T-1017**	$486,294
Target Area 13 – San Francisco/San Mateo Counties		
United Way Bay Area	**21T-1018**	$502,531
Target Area 14 – Ventura/Santa Barbara Counties		
To Be Determined	**21T-1019**	
Target Area 15 – Rural Counties		
Amador Tuolumne Community Action Agency	**21T-1020**	$330,000
Golden State Opportunity	**21T-1021**	$330,000

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 21T-1015	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: December 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: Total $628,542.00

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 - Programmatic Requirements
- Article 3 - Contract Construction, Administration, and Procedure
- Article 4 - Agreement Changes
- Article 5 - Administrative Policies and Procedures
- Article 6 - Payments
- Article 7 - Close-Out Reporting
- Article 8 - Terms, Conditions, and Programmatic Provisions
- Article 9 - Compliance Policies and Procedures
- Article 10 - State Policy Provisions
- Article 11 - General Terms and Conditions - GTC
- Subpart G - Definitions
- Subpart H - Table of Forms and Attachments

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 *(If other than an individual, state whether a corporation, partnership, etc.)* **Community Action Partnership of Kern**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 5005 Business Park North, Bakersfield, CA 93309				
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
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		

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CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for California Earned Income Tax Credit Plus (CalEITC+) Education and Outreach in 2021 (Agreement), funded by the California Franchise Tax Board (FTB), is entered between the Department of Community Services and Development (CSD) and the Contractor named on Form STD 213, the face sheet of this document (Contractor), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

A. Contractor shall use funding provided under this contract to deliver CalEITC+ Education and Outreach activities designed to increase awareness of the California Earned Income Tax Credit (CalEITC), the Young Child Tax Credit (YCTC), the federal EITC and federal Child Tax Credit. Contractor shall also use funding to deliver Free Tax Preparation Assistance (FTPA) services to eligible low-income Californians and provide Individual Taxpayer Identification Number (ITIN) eligibility information and access to ITIN application acceptance assistance services in assigned target area(s) across the state.

B. Contractor shall conduct CalEITC+ Education and Outreach activities, free tax preparation assistance services, and ITIN application acceptance assistance services within the assigned target area, as referenced in Article 2, Section 4, during the term of this Agreement. CalEITC+ Education and Outreach activities must be conducted in a culturally and linguistically appropriate manner that effectively meets the needs of the target areas identified as having the highest proportion of eligible California residents earning less than $30,000.

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1.2 Term, Period of Performance, and Amount of Agreement

A. *Term.* The term of this Agreement shall be for the period represented on the face sheet Form STD 213.

B. *Period of Performance*. Contractor shall perform all activities under this Agreement prior to, or up to June 30, 2022, regardless of the contract term end date.

C. *Amount.* The amount of this Agreement shall be as specified on Form STD 213 and is subject to adjustment(s), in accordance with terms herein. Contractor shall expend the full contract amount on or prior to June 30, 2022 and report and account for such expenditures no later than July 20, 2022 in accordance with the provisions of this Agreement.

D. Because Program funding is subject to the availability of adequate financial resources, budget allocations, and Contractor's performance, execution of this Agreement does not bestow on Contractor a vested interest, a guaranty of funding, or establish a right of participation in CSD's programs beyond the term of this Agreement.

1.3 Target Area Designation

CalEITC+ Education and Outreach activities shall be performed in the Contractor's assigned target area as described in Article 2, Section 4. Contractor awarded in this contract shall serve Californians that reside in Target Area 10: Kern/Tulare Counties.

1.4 Legal Authorities – Program Requirements, Standards, and Guidance

A. All activities performed under this Agreement are to be provided in accordance with all applicable state and local laws and regulations. Those laws and regulations may be amended from time to time, including but not limited to the 2021-2022 California Budget Act.

B. *Conflict of laws.* Contractor shall comply with all the requirements, standards, and guidelines contained in the authorities listed herein, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the

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following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation including Government Code §12085 et seq. or 22 Cal. Code Regs. §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply.

1. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses (CCC 04/2017).

C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CalEITC+ funds, PROVIDED:

1. That such guidance shall be issued by CSD in writing;

2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

3. That such guidance shall be reasonably necessary to realize the intent and purposes of CalEITC+;

4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;

5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in Article 1, Section 2, within a period of time allowing the parties to reasonably comply with any major change(s) in CalEITC+ requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable state law;

6. That Contractor is duly informed of the risk of contract termination based on CSD's obligation to avoid/minimize interruption of CalEITC+ funded activities in any part of the state, if this Agreement terminates due to failure to agree to any necessary amendment; and,

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in Article 1, Section 4, Subparagraph C.4 above cannot be achieved, then this contract shall be terminated, in accordance with requirements of state law and established CSD policy and procedure.

D. The state laws, regulations and other authorities referenced in the present Article 1, Section 4 are hereby incorporated by reference into this Agreement.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 –PROGRAMMATIC REQUIREMENTS

2.1 General

A. Contractor shall perform appropriate CalEITC+ Education and Outreach activities to ensure that eligible Californians in the target area(s) are informed about CalEITC+ and are aware of how to claim the credit(s) at no cost. Objectives include:

1. Conduct CalEITC+ Education and Outreach activities to eligible Californians earning less than $30,000 annually and residing in areas identified as having a high percentage of unclaimed credits, especially those areas with culturally diverse hard-to-reach populations.

2. Partner with trusted organizations within the community to implement effective CalEITC+ Education and Outreach activities.

3. Promote and maximize awareness of the CalEITC and YCTC. Contractor should also provide information on the federal EITC and federal Child Tax Credit.

4. Assist interested populations with processing their IRS Form W-7 *Application for Individual Taxpayer Identification Number* either through direct service, via a subcontracted or partner Internal Revenue Service (IRS) certified Acceptance Agent, or a referral to Statewide CalEITC+ Contractors.

5. Target eligible populations, including noncitizen Californians, who may file using an ITIN and encourage eligible residents to file a state and federal tax return and receive the state tax credit(s), which includes providing information on local, free tax filing services.

6. Disseminate clear, accurate, and consistent information to eligible populations, including culturally diverse, hard-to-reach populations, to increase awareness of the available tax credit(s), access to ITIN application acceptance assistance services and the free tax preparation assistance services in English, Spanish, and other languages as applicable.

7. Increase access to free tax preparation assistance services for eligible Californians by expanding and maintaining the capacity and infrastructure of existing and new free tax preparation assistance administrators through:

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i. Establishing new site offerings and online resource platforms;
ii. Extended hours of operation; and
iii. Increased staffing, improved outreach, and increased volunteer recruitment and retention campaigns.

8. Conduct free tax preparation assistance activities in target area(s) identified as having the highest proportion of eligible California residents that will benefit from no-cost tax preparation and filing.

2.2 Contractor Workplan and Budget

A. Contractor shall conduct CalEITC+ Education and Outreach activities and free tax preparation assistance activities in accordance with Contractor's approved Workplans [Education and Outreach (CSD 171), Free Tax Preparation Assistance (CSD 842), and ITIN Application Acceptance Assistance (CSD 843)]. Contractor shall also submit detailed monthly program reports (CSD 171MPR), in accordance with Article 2, Section 8.

B. Contractor shall complete and submit the CalEITC+ Budget forms (CSD 171A and CSD 171B), Workplans (CSD 171, CSD 842, and CSD 843), Timeline (CSD 171TL), and Subcontractor Information List (CSD 171SL) referenced in Article 3, Section 1, paragraph D.2. CSD shall not reimburse expenditures until such forms are received and approved.

C. The 2021 Notice of Funding Availability (NOFA) for California's Earned Income Tax Credit Plus (CalEITC+) Education and Outreach grant, corresponding appendices, addendums, and Contractor application, are hereby incorporated by reference into this Agreement. If any parts of the CalEITC+ NOFA are inconsistent with this Agreement, the Agreement prevails.

2.3 Allowable Costs and Reimbursement

A. CSD shall reimburse Contractor for approved and allowable expenditures incurred by Contractor on a monthly basis.

B. Funds may not be used to supplant existing federal, state, or private funds allocated to conduct the same or similar work.

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C. Funds may not be used to pay for alcoholic beverages, bad debts, charitable contributions or donations, contingency reserves, volunteers, food purchases, fines and penalties resulting from violations of federal, state, and local laws and regulations, fund-raising, goods and services for personal use of employees, idle facilities unless necessary due to fluctuations in workload, insurance of lives of trustees, officers or employees when Contractor is a beneficiary, lobbying costs, food, or entertainment or promotional items, such as "swag" gifts. "Swag gifts" include but are not limited to toys, pens, and clips.

2.4 Target Areas

A. CalEITC+ funding shall be utilized primarily to conduct CalEITC+ Education and Outreach activities, free tax preparation assistance, and ITIN application acceptance assistance services to eligible low-income Californians, as broadly defined in Article 2, Section 1. Emphasis shall be placed on the following target areas within California:

1. *Target Area 1: Statewide CalEITC+ Education and Outreach.* Contractors shall serve eligible residents statewide and provide coverage to the broadest audience reaching the largest number of eligible Californians, through CalEITC+ Education and Outreach strategies identified on Contractor's Workplan (CSD 171). Statewide CalEITC+ contractors are required to assist interested individuals with completing and submitting the IRS Form W-7 *Application for Individual Taxpayer Identification Number*. ITIN eligibility awareness and application acceptance assistance are intended for all noncitizen California residents who do not have a Social Security Number but may be eligible to acquire an ITIN to comply with federal tax law and may be eligible to receive the tax credits (CalEITC and YCTC) when they file their state tax return. Statewide contractors are expected to accept referrals for ITIN application assistance from regional contractors that lack the capacity to provide application assistance. ITIN application acceptance assistance may be achieved in two ways:
    a. **Direct service:** Assist interested individuals with completing the IRS Form W-7 *Application for Individual Taxpayer Identification Number* at no cost; inform individuals that Form W-7 requires specific documentation substantiating foreign status and true identity for each individual applying; may allow training for agency staff to become certified IRS Acceptance Agents during the contract term (even if certification will occur outside of the contract term). A certified Acceptance Agent is required to assist an eligible individual with completing the IRS Form W-7.

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b. **Subcontract:** Assist interested individuals with processing their IRS Form W-7 application at no cost through a subcontracted or partnered certified IRS Acceptance Agent. Acceptance Agents are entities (e.g., colleges, financial institutions, accounting firms, etc.) authorized by the IRS to assist applicants in obtaining ITINs.

The Statewide CalEITC+ contractors are required to dedicate 10 to 30 percent of their activities toward ITIN related activities, a minimum of 35 percent of their activities toward education and outreach, and a minimum of 35 percent of their activities toward free tax preparation assistance. Based on meeting these requirements, contractors have the flexibility to allocate 20 percent of funded activities towards any mix of service categories based on their assessment of statewide needs.

2. *Target Area 1: Statewide CalEITC+ FTPA.* Contractor shall serve eligible residents statewide and must provide services to reach the largest number of eligible Californians. The Statewide CalEITC+ FTPA contractor shall use funds to support new or ongoing efforts for free tax preparation assistance activities. The Statewide CalEITC+ FTPA contractor must provide support for volunteer training and technical assistance. Training activities should focus on large-scale efforts to organize, place, and certify volunteers to prepare taxes according to the Internal Revenue Service (IRS) standards. Statewide coverage includes all Target Areas.

   The Statewide CalEITC+ FTPA contractor is required to assist interested noncitizen California residents with completing and submitting the IRS Form W-7 *Application for Individual Taxpayer Identification Number* at no cost. As with the Statewide CalEITC+ contractors, the Statewide CalEITC+ FTPA contractor may achieve ITIN application acceptance assistance by offering direct services through agency staff trained as IRS certified Acceptance Agents and/or through the use of partners or subcontracts.

   The Statewide CalEITC+ FTPA contractor is required to dedicate 10 to 30 percent of their activities toward ITIN assistance, up to 90 percent for free tax preparation assistance, and a maximum of 10 percent for free tax preparation education and outreach.

3. *Target Area 2: Los Angeles CalEITC+ FTPA.* Contractor shall serve eligible Californians residing in Los Angeles County. Grant funds shall be used to support new free tax preparation activities, or the expansion of an organization's existing free tax preparation assistance activities, either through

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the contractor's direct services or partner organizations. Activities should support the expansion of existing or new efforts to connect eligible tax filers with local free tax preparation assistance sites or online resources. Los Angeles CalEITC+ FTPA contractor activities for free tax preparation assistance services should also be aimed at building sustainable infrastructure to support ongoing efforts for no-cost tax preparation assistance activities and to provide training, organize, place, and certify volunteers to prepare taxes according to IRS standards.

The Target Area 2 Los Angeles CalEITC+ FTPA contractor is required to dedicate 10 to 30 percent of their activities toward ITIN related activities, up to 90 percent for free tax preparation assistance, and a maximum of 10 percent for free tax preparation education and outreach. Providing no-cost ITIN application acceptance assistance is optional for the Los Angeles CalEITC+ FTPA contractor based on capacity and locally determined needs, but the Los Angeles CalEITC+ FTPA contractor is required to outreach to this population, promote the availability of ITIN, and refer eligigble applicants to the Statewide contractor or partners for no-cost ITIN application assistance.

4. *Target Areas 2-14: Regional*. Contractors shall serve eligible California residents living in counties identified based on the percentage of household populations with incomes at or below the CalEITC income eligibility level of $30,000 annually. Contractors shall conduct CalEITC+ education and outreach, free tax preparation assistance, and ITIN eligibility awareness activities within its target area, identified in the Contractor's Workplans (CSD 171, CSD 842, and CSD 843).

   Providing no-cost ITIN application acceptance assistance is not required for regional contractors, but regional contractors are required to promote the availability of ITINs and refer interested eligible populations to the Statewide contractor or other partners for no-cost ITIN application acceptance assistance services.

   Regional contractors are required to dedicate 10 to 30 percent of their activities towards ITIN related activities, a minimum of 35 percent of their activities toward education and outreach, and a minimum of 35 percent of their activities toward free tax preparation assistance. Based on meeting these requirements, contractors have the flexibility to allocate 20 percent of funded activities towards any mix of these service categories based on their assessment of community needs. Target counties are listed below:

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Target Area	Target Counties
2	Los Angeles County
3	San Diego County
4	Alameda / Santa Clara Counties
5	Sacramento County
6	Riverside County
7	Orange County
8	Contra Costa / Sonoma Counties
9	San Bernardino County
10	Kern / Tulare Counties
11	Fresno County
12	San Joaquin / Stanislaus Counties
13	San Francisco / San Mateo Counties
14	Ventura / Santa Barbara Counties

5. *Target Area 15 CalEITC+: Rural Counties*. Target Area 15 contractors shall serve rural residents and include a variety of outreach strategies to best reach eligible individuals and families residing in rural areas as identified on Contractor's Workplan (CSD 171). The rural contractor shall use funds to support new free tax preparation activities, or the expansion of an organization's existing free tax preparation assistance activities, either through a contractor's direct services or partner organizations. Activities should support the expansion of existing or new efforts to connect eligible tax filers with local free tax preparation assistance sites or online resources and certify volunteers to prepare taxes according to IRS standards.

   Providing no-cost ITIN application acceptance assistance is not required for rural contractors, but rural contractors are required to promote the availability of ITIN accessibility and refer interested eligible populations to the Statewide contractor or other partners for no-cost ITIN application acceptance assistance services.

   Rural contractors are required to dedicate 10 to 30 percent of their activities towards ITIN related activities, a minimum of 35 percent of their activities toward education and outreach, and a minimum of 35 percent of their activities toward

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free tax preparation assistance. Contractors have the flexibility to allocate 20 percent of funded activities toward any mix of these service categories based on their assessment of community needs.

B. In implementing CalEITC+ education and outreach, free tax preparation assistance, and ITIN awareness activities, Contractor shall refer to the guidelines in Contractor's Workplans (CSD 171, CSD 842, and CSD 843).

2.5 CalEITC Income Guidelines

2021 CalEITC income eligibility requirements established by the Legislature are administered by the FTB. Contractor shall target Californians according to the income eligibility requirements for the 2021 tax filing season established by FTB. The maximum eligible earned income for CalEITC during the 2021 tax year is $30,000, regardless of family size. CSD will notify Contractor if CalEITC income eligibility requirements change as information becomes available.

2.6 Outreach and Messaging Activity Guidelines

A. Messaging

Since many CalEITC+ eligible individuals and families may have difficulty filing their tax returns without assistance, Contractor must include information in their education and outreach efforts on where no-cost tax preparation assistance is available and how to locate local free tax preparation assistance, either in-person or online. Contractor should also include information about the federal EITC and federal Child Tax Credit in its education and outreach efforts. CSD encourages Contractor to utilize the Education and Outreach collateral materials provided by FTB at https://www.ftb.ca.gov/about-ftb/newsroom/caleitc/outreach-materials.html.

Critical outreach and eligibility information is available through the following participating agencies and websites, and should also be referenced as a resource:

Franchise Tax Board:

- https://www.ftb.ca.gov/about-ftb/newsroom/caleitc/index.html?WT.mc_id=akEITC
- https://www.ftb.ca.gov/file/personal/credits/california-earned-income-tax-credit.html
- https://www.ftb.ca.gov/about-ftb/newsroom/golden-state-stimulus/help.html

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Internal Revenue Service:

- https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit-eitc
  https://www.irs.gov/individuals/how-do-i-apply-for-an-itin

All messaging delivered as a part of this effort should be culturally sensitive and customized to the population in which the education and outreach materials are being distributed. If feasible, education and outreach should be conducted in the primary language of the targeted population.

1. Messaging must address, at a minimum, the following elements:

   a) Availability of CalEITC
   b) Availability of YCTC
   c) Availability of federal EITC and Child Tax Credit
   d) Free tax preparation assistance
   e) ITIN application acceptance assistance services
   f) Where to get more information

   CSD recommends messaging also be targeted towards the following eligible populations:

   g) Californians eligible for the CalEITC, YCTC, federal EITC, and federal Child Tax Credit
   h) Eligible Californians who have never claimed the CalEITC
   i) Californians who are not required to file taxes due to low income
   j) Noncitizen California residents who have a current ITIN
   k) Noncitizen Californians who may be eligible to acquire an ITIN

2. Any advertisements, created by Contractor utilizing this funding, must be submitted to CSD for approval before dissemination.

B. Free Tax Preparation Assistance Codes of Conduct

To establish the greatest degree of public trust, all free tax preparation assistance contractors have a responsibility to provide quality customer service and uphold the highest ethical standards. All contractors and volunteers secured by the contractor must adhere to the following standards of conduct:

- Do not accept payment or solicit donations for federal or state tax return preparation.
- Do not solicit business from tax filers assisted or use the knowledge gained (from their tax information) about tax filers for any direct or indirect personal benefit for the volunteer or any other specific individual.

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- Do not knowingly prepare false returns.
- Do not engage in criminal, dishonest, or other conduct deemed to have a negative effect.
- Treat all tax filers in a professional, courteous, and respectful manner.

C. Coordination

1. Contractor must participate in coordination calls with other CalEITC+ contractors as conducted by CSD, to ensure funding is being spent and activities are conducted in a manner that best meets the needs of each Target Area. In the event CSD awards more than one contract in a single Target Area, Contractor is required to coordinate activities on an ongoing basis with other funded contractors awarded in the same Target Area to prevent duplication of services.

2. Contractor must participate in the State Interagency Team, Reducing Poverty Workgroup meetings, as conducted by CSD, either in person or via webinar. The purpose of the meeting is to coordinate CalEITC+ Education and Outreach activities occurring with statewide public and private entities.

D. Success Stories

Contractor shall collect success stories documenting how CalEITC+ Education and Outreach activities, free tax preparation assistance, and ITIN application acceptance assistance (either ITIN education and outreach or acceptance services) are benefiting and impacting the lives of those receiving the credit(s). Upon request, stories should be collected from individuals and families receiving the credit(s) and documented on Contractor's CalEITC+ Education and Outreach Monthly Program Report (CSD 171MPR).

2.7 CalEITC+ Outreach and Education Programmatic Activities Timeline

A. The CalEITC+ Education and Outreach Programmatic Activities Timeline (CSD 171TL) shall be used to assist the Contractor and CSD with ensuring activities are being conducted promptly and will be used by CSD as a tool to determine whether the Contractor is on target for achieving programmatic outcomes as indicated on Contractor's CalEITC+ Education and Outreach Workplan (CSD 171) within the contract term.

B. CSD will review the CalEITC+ Education and Outreach Programmatic Activities

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Timeline to ensure its reconciliation with education and outreach outcomes indicated in the CalEITC+ Education and Outreach Budget Summary (CSD 171A), CalEITC Education and Outreach Workplan (CSD 171, CSD 842, and CSD 843), and CalEITC Education and Outreach Monthly Program Report (CSD 171MPR). Statewide and Los Angeles County CalEITC+ Free Tax Preparation Assistance (FTPA) contractors are not required to complete the first six sections of the Timeline; however, they are required to complete the "ITIN Application Acceptance Assistance" section as ITIN application assistance is a required element of this funding.

2.8 Reporting

A. Contractors must collaborate with FTB by providing personally identifying data of individuals that were contacted during outreach efforts upon request, as well as information related to how these individuals were contacted.

B. Contractor shall complete and submit to CSD a detailed monthly CalEITC+ Program Report (CSD 171MPR) on or before the twentieth (20th) calendar day following each reporting period. If the twentieth calendar day of the month falls on Saturday, Sunday, or a holiday, the report will be due the following business day.

C. Contractor shall complete and submit to CSD monthly CalEITC+ Education and Outreach expenditures by entry into the web-based Expenditure Activity Report System (EARS) on or before the twentieth (20th) calendar day following each reporting period. If the twentieth calendar day of the month falls on Saturday, Sunday, or a holiday, the entry to EARS will be due the following business day.

D. Expenditures entered monthly into EARS must reconcile with budget details indicated in the monthly Program Report (CSD 171MPR) before the approval of expenditures by CSD.

E. For both programmatic and expenditure reporting, see specific due dates below.

Report Period	Period Begins	Period Ends	Reports Due
1	December 1, 2021	December 31, 2021	January 20, 2022
2	January 1, 2022	January 31, 2022	February 21, 2022
3	February 1, 2022	February 28, 2022	March 21, 2022
4	March 1, 2022	March 31, 2022	April 20, 2022
5	April 1, 2022	April 30, 2022	May 20, 2022
6	May 1, 2022	May 31, 2022	June 20, 2022
7	June 1, 2022	June 30, 2022	July 20, 2022

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 3 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

3.1 Base Contract and Whole Agreement

A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.

B. Part I is the "Base Contract" which consists of the following:

1. The face sheet (Form STD 213) specifies:

    a. the parties to the Agreement;

    b. the term of the Agreement;

    c. the maximum dollar amount of the Agreement; and

    d. the authorized signatures and dates of execution.

2. The Preamble, Article 1, and Article 2.

C. Part II consists of the "Administrative and Programmatic Provisions" which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms, and technical materials necessary for implementation.

D. Contract Elements Integral to Agreement and Enforceability Conditions

1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:

    a. Contractor Certification Clause (CCC 04/2017)

    b. Current Insurance or Self-Insurance Authority Certification

2. Prior to reimbursement of expenditures, Contractor, in addition to the documents required for execution set forth in Article 3, Section 1, paragraph D.1, must complete the following 171 Budget Series Forms, and submit them electronically to the assigned CSD program representative.

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a. CalEITC+ Education and Outreach Budget Summary (CSD 171A)

b. CalEITC+ Education and Outreach Budget Detail (CSD 171B)

c. CalEITC+ Workplans (CSD 171, CSD 842, and CSD 843)

d. CalEITC+ Education and Outreach Timeline (CSD 171TL)

e. CalEITC+ Education and Outreach Subcontractor Information (CSD 171SI)

3. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.

4. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1, Section 5 with respect to program guidance, or as provided in Article 4, Section 1.

3.2 State Contracting Requirements – "General Terms and Conditions, (GTC 04/2017)"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Agreement. The provisions in their entirety are found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

3.3 Contractor's Option of Termination

A. Contractor may, at Contractor's sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1, Section 4, should Contractor determine that any subsequent program guidance or proposed amendment to the Agreement is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the Agreement in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.

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2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the Agreement. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 60 calendar days of termination, closeout the contract in accordance with contractual closeout procedures.

D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in loss of any potential future CalEITC+ funding.

3.4 State Budget Contingency

A. It is mutually agreed that if funds are not appropriated for implementation of CalEITC+ Education and Outreach activities through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

B. If CalEITC+ funding for any fiscal year is reduced to such degree that CSD reasonably determines that the grant activities cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

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3.5 Miscellaneous Provisions

A. *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

B. *Merger/Entire Agreement*. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

C. *Severability*. If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

D. *Notices*. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States Mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor’s address of record; and

2. To CSD at:

   California Department of Community Services and Development
   Program Development and Reporting Unit
   2389 Gateway Oaks Drive, Suite 100
   Sacramento, CA 95833

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART II

Subpart A – Administrative Requirements

ARTICLE 4 – AGREEMENT CHANGES

4.1 Amendments

A. Formal amendments to this Agreement are required for changes to the term, total cost or maximum amount, formal name changes, and/or any terms and conditions outlined in Article 1, Section 2. No amendment to this Agreement shall be valid unless made in writing, signed by the named parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

B. If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.

C. *Term extensions and closeout periods.* At CSD's sole discretion, each contract may be amended annually to extend the contract term for additional time, for up to a total of three additional years through June 30, 2025, subject to funding availability and program requirements. There is no obligation for CSD to exercise its right to extend the contract.

D. *Period of Performance.* Contractor shall perform all activities under this Agreement prior to, or up to June 30, 2022, regardless of the contract term end date.

4.2 Minor Modification

A. Any request(s) for modification to Contractor's CalEITC+ Education and Outreach Workplan (CSD 171, CSD 842, and CSD 843), Budget (CSD 171A, 171B) or Timeline (CSD 171TL) documents must be submitted on a CSD 425b, *Justification*

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for Contract Amendment/Modification, no later than 45 calendar days prior to the expiration date of this Agreement. All modifications are subject to CSD's approval.

ARTICLE 5 - ADMINISTRATIVE POLICIES AND PROCEDURES

5.1 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

A. Segregation of duties appropriate to safeguard State assets.

B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.

C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.

D. Practices to be followed in performance of duties and functions.

E. Personnel of a quality commensurate with their responsibilities.

F. Effective internal review.

5.2 Record Retention and Record Keeping Responsibilities

A. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report (CSD 171FR). However, Contractor shall maintain all such records until resolution of all audit and monitoring

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findings are completed. Contractor shall maintain a separate hard copy or electronic file.

B. Contractor assures that employee records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977 (Civ. Code §§ 1798, et seq.), as amended, and the Federal Privacy Act of 1974 (5 U.S.C. § 552a), as amended.

5.3 Insurance Requirements

A. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

B. Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

C. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.

D. New Certificates of Insurance will be reviewed for content and form by CSD.

E. In the event Contractor fails to maintain in effect, at all times, the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.

F. Except for workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.

G. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

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H. Should Contractor utilize a subcontractor(s) to provide CalEITC+ Education and Outreach Activities under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

5.4 Specific Insurance Requirements

A. Self-Insurance

1. When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

2. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

3. In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within 30 calendar days of expiration of insurance.

4. In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

B. Workers' Compensation Insurance

1. Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

2. Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department

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of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.

3. Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

1. Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

2. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

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E. Vehicle Insurance

1. Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).

3. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

5.5 System Security Requirements

A. Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798, et seq.), and such other State laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM)

1. *General Information/Data Description.* The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver programmatic data for contract oversight.

2. *Services Offered.* Data exchange between CSD and Contractor shall be handled through one of two methods: (1) a Contractor user must upload data files or perform data entry/transfer using credentials provided by CSD; or (2)

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Contractor must utilize CSD's web service as configured by the Contractor technology vendor.

3. Data Sensitivity

    a. Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

    b. Access to the above-mentioned data included in the Data Transfer Rules must only be given to authorized personnel to complete essential duties.

4. Contractor Systems Security

    a. The physical location of the application systems (servers) shall be within a controlled access facility. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

    b. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

    c. Both CSD and Contractor shall maintain security patches and anti-virus software updates.

5. *Trusted behavior expectations.* CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a), Trade Secrets Act (18 U.S.C. § 1905) and the Stored Communications Act(18 U.S.C. § 2701). Technology and systems code and functionality are owned by the respected parties and may not be shared with anyone else or used without the consent of the owner.

6. *Incident reporting.* Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24

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hours of discovery report to CSD Information Technology Services Help Desk any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc.

7. *Audit trail responsibilities.* Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

8. *Data sharing responsibilities.* Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

5.6 Travel and Per Diem

A. Contractor's total travel and per diem costs for in-state shall be included in the Agreement Budget Detail (CSD 171B). Travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD. Out-of-state travel is expressly prohibited.

B. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations §§599.615 through 599.638 and shall be reimbursed in accordance with the terms contained therein.

5.7 Codes of Conduct

A. *Written standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by

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state funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractor or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

B. *Self-dealing prohibited.* Contractor shall not pay state funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary.

C. Contractors must adhere to all Fair Political Practices Commission (FPPC) Regulations as referenced in http://www.fppc.ca.gov/the-law/fppc-regulations.html.

5.8 Conflict of Interest

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

B. Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

5.9 Procurement Standards

A. *Maintenance of written procurement procedures.* Contractors shall administer this Agreement in accordance with all State rules and regulations. Contractors shall establish, maintain, and follow written procurement procedures consistent with state procurement standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

B. *Eligible bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. To ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Contractors are encouraged to solicit goods and or services with Department of General Services Certified Small/Microbusiness and Disabled Veteran Business Enterprises.

C. Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

D. Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractor.

E. *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include, but is not limited to: (a) explanation of why the acquisition of goods or services is limited to

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one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.

F. *Emergency procurements*. In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.

G. *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of $500 or more through the submission of a *Request for Pre-Approval of Equipment Purchase* (CSD form 558FTPA) to CSD at least 15 calendar days prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed.

H. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with State requirements.

I. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

5.10 Subcontracts

A. Contractor may enter into subcontract(s) to perform part or all of the direct Education and Outreach activities covered under this Agreement. Subcontractors are subject to all state laws and regulations. Prior to the commencement of subcontracted Education and Outreach activities, Contractor shall obtain CSD approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement by listing all subcontractors on the CalEITC+ Education and Outreach Subcontractor Information Worksheet (CSD 171SI).

B. *Notification of subcontract execution.* Contractor shall provide written notification to CSD within 30 calendar days of execution of each subcontractor agreement the name

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of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification, performed by completing the CalEITC+ Education and Outreach Subcontractor Information Worksheet (CSD 171SI) certifies that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency.

C. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

D. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method deemed sufficient to meet the Contractor's responsibility to substantiate costs.

E. Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).

F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to reimburse Contractor for

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actual expenditures incurred. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.

G. In the event CSD suspends, terminates, and/or makes changes to the Education and Outreach activities to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five business days of receipt of notice of such action.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT
Subpart B – Financial Requirements

ARTICLE 6 –PAYMENTS

6.1 Payments

A. Upon approval of deliverables CSD shall reimburse (as specified by Contractor on the Payee Data Record STD 204) Contractor for actual expenditures incurred. Reimbursement of actual expenditures incurred is subject to receipt and approval of a certified monthly Expenditure/Activity Report and a monthly programmatic report (CSD 171MPR) for the corresponding period, as provided in Article 2, Section 8.

B. Subsequent reimbursements to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly EARS Report.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 7 – CLOSE-OUT REPORTING

7.1 Close-Out Report

A. Within 30 calendar days after the expiration of this Agreement or when all funds have been fully expended under this Agreement, Contractor shall submit a final programmatic report, using form CSD 171FR – Final Report. The Final report should be submitted electronically to the assigned CSD program representative.

B. Within 30 calendar days after the expiration of the contract or when all funds have been fully expended under this Agreement, Contractor shall submit final expenditures by entry into EARS.

C. All adjustments must reflect the actual expenditure period and be submitted by entry into EARS.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subpart C – Programmatic Requirements

ARTICLE 8 –TERMS, CONDITIONS, AND PROGRAMMATIC PROVISIONS

8.1 Program Standards and Regulatory Requirements

A. Program Standards

1. Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Agreement as if attached hereto:

    a. CSD Guidance Documents; and

    b. Contractor Workplans (CSD 171, CSD 842, and CSD 843)

    Upon execution of the Agreement, Contractor acknowledges receipt of all current policies and protocols.

2. In the event of inconsistencies between policies and field protocols contained within the CalEITC+ Policies and Procedures (Guidelines) and this Agreement, Contractor shall abide by the terms of this Agreement.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subpart D – Compliance Requirements

ARTICLE 9 – COMPLIANCE POLICIES AND PROCEDURES

9.1 Right to Monitor, Audit, and Investigate

A. Any duly authorized representative of the State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing Grant activities under this Agreement through on-site inspections, audits, desk reviews, and other applicable means the State determines necessary.

B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to general ledgers, documents, papers, and records. Contractor shall agree to make such information available to the State government or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the State government access to the working papers of said audit firm(s).

9.2 Compliance Monitoring

A. Contractor's and CSD's Shared Responsibilities

1. As the recipient of funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable State laws, and for tracing all costs to the level of expenditure.

2. As the State CalEITC+ administrator, CSD may conduct onsite, desk reviews, and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

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a. Contractor meets CSD performance goals, administrative and financial management standards, and other requirements applicable to State - funded programs; and

b. Funds allocated to Contractor are expended for the purposes identified in State law for allowable and allocable costs.

B. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, general ledgers, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the CalEITC+ Education and Outreach activities funded directly or indirectly by this Agreement.

C. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.

D. Collection of Disallowed Costs

1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

2. *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to submit payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to

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CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 5 of this Agreement, for CSD's final determination of disallowed costs.

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

9.3 Auditing Standards and Reports

A. Audit Reports

1. Funds provided under this Agreement shall be subject to audit conducted by CSD.

2. Contractors may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.

B. If Contractor fails to comply with the audit requirements under this section, CSD may impose sanctions, which may include:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by CSD;

2. Disallowing all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspending or terminating the award;

4. Recommending that suspension or debarment proceedings be initiated by CSD;

5. Withholding awards for the project or program; and/or

6. Taking other remedies that may be legally available.

C. Collection of Disallowed Costs

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1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.

2. Contractor shall have no less than 30 calendar days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of Contractor's submission, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9, Section 4, paragraph D, subparagraph 5 of this Agreement, for CSD's final determination of disallowed costs.

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

9.4 Enforcement Actions Resulting from Noncompliance with this Agreement

A. Legal Authority

The authority for CSD Enforcement Actions, as defined in paragraph B, and for cost disallowances/ recovery of misused funds is found in State law and the provisions of this Agreement. The parties to this Agreement agree that the present article shall: 1) guide, inform and clarify the Enforcement Process; 2) establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

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B. Definitions

1. *Enforcement action.* For purposes of this Article, 'enforcement action' shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: (a) a determination of cost disallowance; (b) contract suspension; (c) contract termination.

2. *Material breach.* means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State law, which act or omission:

    a. constitutes fraud or gross negligence by Contractor or its agent(s);

    b. is likely to result in significant waste and/or abuse of state funds;

    c. has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;

    d. violates or otherwise disregards significant program guidance and other requirements of the State government, whether issued directly or through CSD;

    e. may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractor, creditors, suppliers, vendors, or other stakeholders; or

    f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

C. Initiation of Enforcement Action

1. *Grounds for enforcement action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's

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noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an enforcement action.

D. Special Conditions and Sanctions

1. CSD may impose Special Conditions and/or Sanctions, as an enforcement action, upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:

    a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;

    b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

    c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

2. Special Conditions may include, but are not limited to:

    a. requiring Contractor to obtain training and/or technical assistance;

    b. imposition of special or additional reporting requirements;

    c. special or conditional cost reimbursement requirements and procedures;

    d. provision of documentation by Contractor; and/or

    e. requiring Contractor to amend or modify systems, procedures, and/or policies;

3. Sanctions may include, but are not limited to:

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a. suspension of advances and/or reimbursements; and/or

b. issuance of notices to suspend operations.

4. Sanctions may not be imposed without affording the Contractor an opportunity to be heard, *unless* CSD reasonably determines, based on credible information, that:

   a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or

   b. associated costs are otherwise very likely to be disallowed; and

   c. taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

5. Procedures for Review of Special Conditions and/or Sanctions

   a. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.

   b. CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

   c. *Hearing.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request a hearing for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.

   d. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request

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that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

e. Special conditions and sanctions shall remain in effect until CSD reasonably determines that such conditions/sanctions are no longer necessary, or an alternative course of action is more appropriate.

E. Enforcement Action Cost Disallowance

1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.

2. Statements of Questioned Costs shall include, at minimum:

   a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;

   b. Factual basis for questioning costs, and the information and/ or documentation required to justify payment of the costs; and

   c. Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files, and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants, and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may impose sanctions as provided in subparagraph C. 4, and/or issue a Notice of Disallowed Costs as determined appropriate.

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5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

    a. the amount of disallowed costs to be repaid, if any; and

    b. the date by which repayment must be made or, in the alternative,

    c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.

6. *Right to dispute Notice.* Not later than five business days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein.
7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final, and Contractor shall be obligated to comply with the requirements of the Notice.

8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

    a. state requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

    b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

    c. the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

    d. Contractor's financial condition and ability to pay.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subpart E – Certifications and Assurances

ARTICLE 10 – STATE POLICY PROVISIONS

10.1 State Certifications

A. Contractor's signature affixed to Part I of this Agreement shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

1. Drug-Free Workplace Requirements, Contract Certification Clauses (CCC 04/2017)
2. National Labor Relations Board Certification (CCC 04/2017)
3. Expatriate Corporations (CCC 04/2017)
4. Domestic Partners (CCC 04/2017)
5. Labor Code/Worker's Compensation (CCC 04/2017)
6. American with Disabilities Act (CCC 04/2017)
7. Contractor Name Change (CCC 04/2017)
8. Resolution (CCC 04/2017)
9. Air or Water Pollution Violation (CCC 04/2017)
10. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
11. Safeguarding Against Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11)

B. The above documents are hereby incorporated by reference into this Agreement.

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STANDARD AGREEMENT
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Subpart F – State Contracting Requirements

ARTICLE 11 – GENERAL TERMS AND CONDITIONS - GTC 04/2017

11.1 APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

11.2 AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

11.3 ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of CSD in the form of a formal written amendment.

11.4 AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation about the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Title 2, Section 1896).

11.5 INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

11.6 DISPUTES: Contractor shall continue with the responsibilities under this Agreement

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during any dispute.

11.7 TERMINATION FOR CAUSE: CSD may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination CSD may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

11.8 INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

11.9 RECYCLING CERTIFICATION: Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

11.10 NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives

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of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11.11 CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11.12 TIMELINESS: Time is of the essence in this Agreement.

11.13 COMPENSATION: The consideration to be paid to Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11.14 GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

11.15 ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tender's final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. Government Code Section 4554.

11.16 CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

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11.17 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

11.18 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Pub. Contract Code §10353.

11.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 calendar days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)

B. If for this Contract Contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then Contractor must within 60 calendar days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

11.20 LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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STANDARD AGREEMENT
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Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable state statutes and regulations. The following terms shall be more specifically defined for purposes of this Agreement, as far as the definition accords with state law, as follows:

Agreement:	The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
Amendment:	A formal change to the Agreement of a material nature including but not limited to the term, workplan, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
Authorized Agent:	The duly authorized representative of the Contractor maintains the capacity to bind Contractor to the terms of this Agreement.
CalEITC:	California Earned Income Tax Credit: a tax credit that provides a tax refund that can put hundreds or even thousands of dollars back into the pocket of eligible low-income California workers.
CalEITC Education:	Information provided to eligible populations about the program, such as, but not limited to the purpose, benefits, eligibility criteria, where to go, how to claim the credit at no cost and how to claim past years credits with the goal of increasing the number of eligible California residents claiming the credit.
CalEITC+ Education and Outreach Grant Program:	Education and outreach efforts regarding CalEITC, YCTC, federal EITC and Child Tax Credit, ITIN tax status eligibility, assistance with free tax preparation, and ITIN acquisition.
CalEITC Outreach:	Activities (like strategic grassroots campaigns) intended to increase the number of eligible California residents claiming the credit.
Contractor:	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

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CSD:	The State of California Department of Community Services and Development.
Equipment:	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or $3,500.
Federal Child Tax Credit:	The Internal Revenue Service (IRS) is providing families with one-half of the federal 2021 Child Tax Credit of $3,600 per child under the age of six and $3,000 for each child between the ages of six and 17 in six monthly payments of $300 and $250 per child, respectively.
Federal EITC:	Federal Earned Income Tax Credit: a tax credit which provides a tax refund, or reduces federal tax owed, that can put hundreds or even thousands of dollars back into the pocket of eligible low-income workers.
Free Tax Preparation Assistance:	Provide no cost tax assistance or preparation to low-income households to assist with state and federal tax returns. All free tax preparation assistance volunteers are Internal Revenue Service (IRS) certified.
IRS Certified Acceptance Agent:	An individual or an entity (business or organization) who, pursuant to a written agreement with the IRS, is authorized to assist individuals and other foreign persons who do not qualify for a Social Security Number but who still need a Taxpayer Identification Number.
ITIN:	Individual Taxpayer Identification Number: a tax processing number issued by the IRS. The IRS issues ITINs to individuals who are required to have a U.S. taxpayer identification number but who do not have, and are not eligible to obtain, a Social Security number.
ITIN Application Acceptance Assistance:	Assist interested noncitizen Californians with the IRS Form W-7 *Application for Individual Taxpayer Identification Number* at no cost; Form W-7 requires specific documentation substantiating foreign status and true identity for each individual applying.

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ITIN Eligibility Awareness:	Information provided to eligible noncitizen Californians, their spouses, and dependents; ITIN eligibility awareness is intended for all noncitizen residents who do not have a Social Security Number but may be eligible to acquire an ITIN and receive state tax credit(s) (CalEITC and YCTC) when they file their state tax return. Information provided to eligible noncitizen Californians on where they can obtain assistance on completing the ITIN application process.
Maximum Amount:	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
Modification:	An immaterial change to this Agreement that does not require an Amendment.
Parties:	CSD on behalf of the State of California, and the Contractor.
Program:	California Earned Income Tax Credit Plus (CalEITC+) Education and Outreach
State:	The State of California Department of Community Services and Development.
Subcontractor:	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
Total Allocation:	The actual amount of funds available to Contractor under this Agreement.
Vendor:	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
Young Child Tax Credit:	A tax credit for eligible families who qualify for the CalEITC and have a child under the age of six as of the end of the 2021 tax year, may qualify for up to $1,000 through this credit.
VITA Program:	Volunteer Income Tax Assistance Program (VITA) provides no cost tax assistance or preparation to low-income households to assist with state and federal tax returns. All VITA Program volunteers are trained and IRS certified.

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STANDARD AGREEMENT
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Subpart H – Table of Forms and Attachments

H.1 Forms (to be returned with signed contract):

A. Contractor Certification Clause (CCC 04/2017)

B. 171 Budget Series:

1. CalEITC+ Grant Budget Summary (CSD 171A)

2. CalEITC+ Grant Budget Detail (CSD 171B)

C. CalEITC+ Grant Education and Outreach Workplan (CSD 171)

D. CalEITC+ Grant Free Tax Preparation Assistance Workplan (CSD 842)

E. CalEITC+ Grant Individual Taxpayer Identification Number Workplan (CSD 843)

F. CalEITC+ Grant Timeline (CSD 171TL)

G. CalEITC+ Grant Subcontractor Information Sheet (CSD 171SI)

H.2 Attachments. This reference hereby incorporates the following documents:

Attachment A:
2021 Notice of Funding Availability (NOFA) California Earned Income Tax Credit Plus Education and Outreach Grant (2021 CalEITC+ Education and Outreach NOFA)

4882-7212-5701, v. 1

MEMORANDUM

To: Budget and Finance Committee

From: Martha Gonzalez, 2-1-1 Program Supervisor

Date: January 19, 2022

Subject: *Agenda Item 4d*: Renewal of the Memorandum of Understanding (MOU) for the CalFresh Outreach Program – **Action Item**

Every three years, the Agency enters into a Memorandum of Understanding via 2-1-1 San Diego for the CalFresh Outreach program. 2-1-1 San Diego leads a network of partners that address food insecurity by connecting eligible households to CalFresh nutrition assistance benefits. The contract is funded by the California Department of Social Services and currently runs on 3-year cycles. This current contracting cycle began October 1, 2021 and is anticipated to renew October 1, 2024.

The total service contract amount is $161,487. The first year is in the amount of $52,246, the second year in the amount of $53,813, and the third year in the amount of $55,428. Attached are the annual budgets for FFY 2022, FFY 2023, and FFY 2024.

With the renewal of the contract, 2-1-1 will provide outreach for improved access to the Supplemental Nutrition Assistance Program (SNAP), also known as CalFresh. This agreement will continue to enhance accessibility to food assistance to potentially eligible clients via phone application.

Recommendation:
Staff recommends the Board of Directors authorize the Chief Executive Officer to retroactively execute the Memorandum of Understanding for the Cal Fresh Outreach program and any future amendments during the term of the contract.

Attachments:
Memorandum of Understanding
Annual Budget Detail FFY2022
Annual Budget Detail FFY 2023
Annual Budget Detail FFY 2024
Scope of Work Program Deliverables

Memorandum of Understanding

CalFresh Outreach Program FFY 2022-2024
Agreement Number: 21-1004-SUB-CAPK

CFDA Number: 10.561
CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

This is a Subcontracting Agreement of the California CalFresh Outreach Plan of the
California Department of Social Services and the United States Department of Agriculture

between

2-1-1 San Diego

and

Community Action Partnership of Kern (Subcontractor)

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing outreach for improved access to the Supplemental Nutrition Assistance Program (SNAP), also known as the CalFresh Program in California.[1] This Agreement is entered to enhance access to food assistance to potentially eligible clients. This subvention Agreement provides SNAP (known in California as CalFresh) outreach and application assistance to Californians eligible to receive CalFresh benefits. The Agreement's activities will also aid counties in their CalFresh enrollment and retention efforts. California's CalFresh program is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS).

The CalFresh Program is intended to help inform low-income households about the availability, eligibility requirements, application procedures and benefits of the CalFresh Program. To support this goal, 2-1-1 San Diego and Subcontractor will conduct CalFresh outreach to eligible families as described in their respective Scopes of Work. Allowable services are outlined in the USDA SNAP State Outreach Plan Guidance located at the following link: https://www.cdss.ca.gov/inforesources/calfresh-outreach. The Subcontractor shall cooperate with CDSS and 2-1-1 San Diego, or its designee, by participating in meetings and/or site visits as deemed necessary to monitor the Subcontractor's compliance with the Agreement

Both 2-1-1 San Diego and Subcontractor should ensure that program activities are conducted in compliance with all applicable federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. MOU Term

The term of this MOU agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2021 and terminates September 30, 2024.

[1] On October 1, 2008, the Food Stamp Program's federal name became the Supplemental Nutrition Assistance Program (SNAP). States are allowed to call the program by different names and in California, SNAP is now known as CalFresh.

III. 2-1-1 San Diego Responsibilities

2-1-1 San Diego shall undertake the following activities during the duration of the MOU term:

A. Ensure adherence of Subcontractor to applicable federal and state laws and regulations and program guidelines.

B. Perform site visits of Subcontractor to review programmatic and fiscal performance during the contract term. CDSS or authorized representatives may also evaluate supported activities and the premises in which they are being performed.

C. Review and approve all documentation evidencing Subcontractor's performance of services as set forth in the Scope of Work and monitor Subcontractor's compliance with the MOU. CDSS and 2-1-1 San Diego will regularly review service levels and billing procedures as they impact charges against this agreement.

D. Provide training and technical assistance to Subcontractor on promising practices and fiscal and programmatic rules and regulations.

E. Promptly reimburse allowable expenses according to the terms and conditions set forth in this MOU. Monthly payment of invoices to Subcontractor will occur within 30 days of receipt of funds from CDSS by 2-1-1 San Diego.

F. Ensure that Subcontractor's Scope of Work activities do not supplant existing CalFresh outreach efforts or funding.

G. Review Subcontractor's financial audit report and, within six months of receipt, issue a management decision on any audit findings. 2-1-1 San Diego will also ensure that Subcontractor takes appropriate and timely corrective action to remain in compliance with federal regulations.

IV. Subcontractor Responsibilities

Subcontractor shall undertake the following activities during the duration of the MOU term:

A. Provide CalFresh outreach services as outlined in the approved Scope of Work and Budget Justification (attached). The Subcontractor shall comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual and the approved CalFresh Outreach State Plan. The CalFresh Outreach Operations Manual is available to the Subcontractor at https://www.cdss.ca.gov/inforesources/calfresh-outreach.

B. Ensure that no funds being used as State Share under this MOU are federal funds or are being used as a match for any other federal funds and that the reimbursed funds do not duplicate reimbursement of costs and services received from other sources. The Subcontractor is responsible for maintaining verifiable records of all State Share contributions. The Subcontractor shall submit State Share reports documenting State Share contributions with each invoice. The State Share documentation report shall be submitted in a form and format prescribed by 2-1-1 San Diego.

C. Ensure that Federal Share and State Share are not used to supplant existing CalFresh funds or activities.

D. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).

Federal Register :: Guidance for Grants and Agreements

E. Furnish project management, contract administration and fiscal control services, including but not limited to:

1. Adherence to the approved Scope of Work and Budget Justification (attached).

2. Return of this MOU to 2-1-1 San Diego, with the required signatures, within 15 days of receipt.

3. Preparation and submission of approved time tracking forms for each employee charging personnel costs to the program.

4. Preparation and submission of 36 monthly State Share Documentation Reports and Federal Share invoices to 2-1-1 San Diego according to the following schedule:

   i. Invoices shall be e-mailed by the 8th of each month to invoices@211sandiego.org

   ii. Original invoices shall be mailed by the 14th of each month to:

   2-1-1 San Diego
   ATTN: Finance
   3860 Calle Fortunada Ste 101
   San Diego, CA 92123

5. Preparation and submission of semi-annual narrative progress reports to 2-1-1 San Diego at the due dates listed below in the format prescribed by 2-1-1 San Diego. The progress reports shall describe challenges encountered, solutions proposed and progress made in completing SOW requirements.

Year 1:		**Due:**
Mid-Year	covering October 1, 2021 – March 31, 2022	4/20/22
Final	covering April 1, 2022 – September 30, 2022	10/20/22
Year 2:		
Mid-Year	covering October 1, 2022 – March 31, 2023	4/20/23
Final	covering April 1, 2023 – September 30, 2023	10/20/23
Year 3:		
Mid-Year	covering October 1, 2023 – March 31, 2024	4/20/24
Final	covering April 1, 2024 – September 30, 2024	10/20/24

If 2-1-1 San Diego does not receive a complete and accurate narrative progress report, further payments to the Contractor shall be suspended until a complete and accurate report is received.

6. Participation in trainings and meetings as requested by 2-1-1 San Diego.

7. Retention of all records supporting the contract for three years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, Subcontractor agrees to make all records relating to the contract available upon request by 2-1-1 San Diego, CDSS and/or USDA. Any costs that cannot be substantiated by source documentation may be disallowed.

8. Return any funds necessary to repay USDA for any federal audit exceptions in which Subcontractor has not complied with the requirements of this MOU and applicable state and federal regulations.

9. Submission of a copy of audited financial statements to 2-1-1 San Diego no later than nine months after the fiscal year-end. Subcontractor agrees to provide access to auditors to determine compliance with federal regulations.

V. Special Terms and Conditions

A. General Requirements

1. Subcontractor shall comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual available at https://www.cdss.ca.gov/inforesources/calfresh-outreach.

2. Subcontractor agrees to identify itself as a CalFresh Outreach Subcontractor on its organization's website. Any website content must be approved by 2-1-1 San Diego before publication.

3. Subcontractor agrees to cooperate with 2-1-1 San Diego in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by 2-1-1 San Diego. Data may include demographic descriptions of the population served, audience reached, CalFresh outreach efforts broken down by County, and additional measures of program effectiveness. The data shall be submitted in a form prescribed by 2-1-1 San Diego.

4. Subcontractor agrees to cooperate with 2-1-1 San Diego by participating in training and technical assistance provided by 2-1-1 San Diego, as deemed necessary by 2-1-1 San Diego.

5. Subcontractor agrees to disseminate Disaster CalFresh information, translate materials and messages, and/or provide other assistance to the County Welfare Department (CWD) in the event of a Presidential Declaration of a Disaster with Individual Assistance.

B. Confidentiality

1. Subcontractor and its employees agree to comply with CDSS Confidentiality and Information Security Requirements, attached to this MOU.

2. 2-1-1 San Diego shall collect and keep on file a signed copy of page 8 of Exhibit E (CDSS Confidentiality and Information Security Requirements) from all Subcontractor staff who have access to confidential information (as defined in Exhibit E) by January of each calendar year.

C. Travel Expenses

Reimbursement for necessary travel expenses and per diem shall be made from funds within this Agreement and shall be set in accordance with the rates of the California Department of Human Resources for comparable classes. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by 2-1-1 San Diego. Subcontractor agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

D. Intellectual Property Rights

1. All deliverables as defined in the Scope of Work originated or prepared by the Subcontractor pursuant to this agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Subcontractor's administrative communications and records relating to this agreement, are works made for hire for CDSS for all purposes of copyright law and are the exclusive property of CDSS.

2. CDSS grants to Subcontractor a non-exclusive royalty-free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty-free basis.

3. This agreement does not preclude Subcontractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this agreement. All preexisting intellectual property, copyright, trademarks and products of the Subcontractor shall continue to be the property of the Subcontractor.

E. Certification Regarding Lobbying

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding $100,000 in federal funds.

1. For agreements with Contractors who are not State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this MOU the Subcontractor certifies that to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

VI. Scope of Work Requirements

A. Changes and revisions to the Scope of Work (SOW) contained in the agreement must be proposed by Subcontractor in writing. 2-1-1 San Diego will respond in writing as to the approval or disapproval of requests for changes within 30 days of receipt.

B. 2-1-1 San Diego may also request changes and revisions to the SOW and will make a good-faith effort to provide Subcontractor 30-calendar-days' advanced written notice of said changes and revisions.

C. Proposed revisions to the SOW under this section that would change the term, contract amount or substantive provisions of this agreement require execution of an amendment before the revision is effective.

D. At a minimum, Subcontractor shall conduct all necessary CalFresh outreach activities to provide the following services, as outlined in Subcontractor's SOW:

a. **CalFresh Partnerships.** This deliverable is defined as partnering with Counties and Community Based Organizations (CBOs) to address barriers to participation and meet the overall goals for the CalFresh Outreach plan. This deliverable includes:
   i. Distributing CalFresh Outreach approved materials
   ii. Participating in local collaborative meetings to promote CalFresh Outreach
   iii. Providing training and technical assistance to other agencies serving the targeted populations
   iv. Creating strong partnerships with local CWDs (County Welfare Departments)
   v. Providing outreach in areas of need

b. **CalFresh Pre-Screenings Completed.** Pre-screening is the process by which potentially eligible people are asked basic eligibility questions (not the complete application) in order to estimate potential eligibility for SNAP. Sometimes, pre-screening also includes an estimate of the amount of benefits they could receive. Pre-screening is a way to educate low-income people who don't know they could be eligible for benefits, and may be done on a computer or on paper.

c. **CalFresh Applications Submitted.** CalFresh applications (both paper and online) that have been submitted on behalf of a client and funded by the CalFresh Outreach Plan.
d. **CalFresh Applications Approved.** CalFresh applications that have been submitted on behalf of a client and approved by the CWD for benefits. It is beyond the scope of this contract for contractors to obtain application status on each paper or electronic application from their CWD.
e. **SAR 7 Forms Submitted.** SAR 7 forms that have been submitted on behalf of a client. Contractors must work with their county to determine the SAR 7 application submittal process that works best for the county.
f. **CalFresh Recertification Applications Submitted.** CalFresh recertification applications that have been submitted on behalf of a client. Contractors must work with their county to determine the recertification application submittal process that works best for the county.

Note: No funds from this contract shall be used for public service announcements on radio, television or billboards. For reference, please see the Farm Bill (Agricultural Act of 2014, Section 4018(a).

E. Reporting for SOW item "CalFresh Outreach Activities" will be submitted as part of the semi-annual narrative progress reports noted in Section IV, E, 5 above.

F. The measurable SOW goals for each necessary activity in each Federal Fiscal Year (FFY) of this contract can be found on the attached SOW Program Deliverables Worksheet.

G. For CalFresh Applications Submitted, Subcontractor will also provide the number of applications submitted for each following target group:

a. Households with children under 18
b. Households with seniors 60 and older
c. Households with language access barriers
d. Households with college students
e. Working low-income households
f. Households with veterans and military families

VII. Funding

A. The CalFresh program is a reimbursement program. 2-1-1 San Diego will reimburse the Subcontractor's Federal Share contribution up to their approved Federal Share budget total of $161,487 with annual limits of:

FFY 2022: $52,246
FFY 2023: $53,813
FFY 2024: $55,428

B. Subcontractor shall charge against the budget only those costs allowable for reimbursement and for activities directly related to CalFresh outreach in conformance with the United States Department of Agriculture State Outreach Plan Guidance.

C. Federal Share reimbursement is to be used to conduct additional CalFresh outreach activities.

D. Subcontractor shall provide State Share and Federal Share budget documentation as requested by 2-1-1 San Diego.

E. Program activities shall not supplant existing CalFresh outreach programs, and where operating in conjunction with existing programs, enhance and supplement them.

F. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDSS will amend, reduce or cancel the resulting agreement. Continuation of services is subject to 2-1-1 San Diego's and Subcontractor's continued successful performance.

H. Changes and revisions to the budget contained in this MOU must be proposed by Subcontractor in writing. 2-1-1 San Diego will respond in writing as to the approval or disapproval of requests for changes within 30 days of receipt.

VIII. Modification and Termination

A. This MOU may be cancelled or terminated without cause by either party by giving 30-calendar-days' advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

B. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

C. It is mutually agreed that if the Federal or State Budget of the current year and/or any subsequent years covered under this MOU does not appropriate sufficient funds for the program, this MOU shall be of no further force and effect. In this event, the State and 2-1-1 San Diego shall have no liability to pay any funds whatsoever to Subcontractor and Subcontractor shall not be obligated to perform any provisions of this MOU for which they are not reimbursed.

D. If funding for any fiscal year is reduced or deleted by the Federal or State Budget for purposes of this program, the State and 2-1-1 San Diego shall have the option to either cancel this MOU with no liability occurring to the State or 2-1-1 San Diego, or offer an agreement amendment to Subcontractor to reflect the reduced amount.

IX. Effective Date and Signature

This MOU shall be effective upon the signature of 2-1-1 San Diego and Subcontractor authorized officials. 2-1-1 San Diego and Subcontractor indicate agreement with this MOU by their signatures.

Signatures and dates:

2-1-1 San Diego:	**Subcontractor:**
Name: William York, President & CEO	Name/Title:
Date	Date

Attachments:

1. Subcontractor Scope of Work
2. Approved Budget Justification – FFY 2022
3. Approved Budget Justification – FFY 2023
4. Approved Budget Justification – FFY 2024
5. CDSS Confidentiality and Information Security Requirements

ANNUAL BUDGET DETAIL
Official Name of Subcontracting Agency
Subcontracted Under (Name of Contractor)
October 1, 2021 through September 30, 2022
(FFY 2022)

Note: This budget represents Total Dollars to be expended on CalFresh outreach efforts by the subcontractor. Total Dollars are split into ***State Share costs (not reimbursable)*** *and* ***Federal Share costs (reimbursable by USDA)*** *on the Budget Summary Worksheet. Budgetary dollars designated as State Share must be from non-Federal sources, as defined by the USDA Guidance, to be used to conduct allowable CalFresh outreach activities. Please double-check that all data are accurate, represent annual program costs, and transferred accurately and completely to the Budget Summary worksheet.*

PERSONNEL SALARIES: (Add as many lines as necessary to include all outreach staff, actual or proposed)

Total FTE for All Staff Listed (automatically calculated):	3.30
Organization's Total FTEs for Proration:	21.00
Percent FTE for Proration:	15.7143%

	Name	Position Title	Annual Salary	Total FTE (as a decimal)	Total Dollars
1.	Irene Fonseca	211 Program Manager	$ 70,849	0.30	$ 21,255
2.	Ana Juarez	Information & Referral Specialist	$ 31,065	1.00	$ 31,065
3.	Amanda Vaughn	Information & Referral Specialist	$ 31,065	1.00	$ 31,065
4.	Sonia Martinez	Information & Referral Specialist	$ 31,065	1.00	$ 31,065
5.			$ -	0.00	$ -
6.			$ -	0.00	$ -
7.			$ -	0.00	$ -
8.			$ -	0.00	$ -
9.			$ -	0.00	$ -
10.			$ -	0.00	$ -
11.			$ -	0.00	$ -
12.			$ -	0.00	$ -
13.			$ -	0.00	$ -
14.			$ -	0.00	$ -
15.			$ -	0.00	$ -
16.			$ -	0.00	$ -
17.			$ -	0.00	$ -
18.			$ -	0.00	$ -
19.			$ -	0.00	$ -
20.			$ -	0.00	$ -

	Total Dollars
TOTAL PERSONNEL SALARIES	**$ 114,450**

POSITION DESCRIPTIONS for each position/staff person listed above

1.	Program Manager- Supervises staff, arranges training for C4 and GetCalfresh, portion of invoicing and reporting
2.	Information & Referral Specialist- Conducts Calfresh outreach and completes Calfresh applications,
3.	screen all 2-1-1 callers for Calfresh eligibility and offer multiple ways to apply
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FRINGE BENEFITS

Benefits Rate (percent of salary): 24.5000%

	Total Dollars
FRINGE BENEFITS:	**$ 28,040**

OPERATING EXPENSES: (add as many lines as necessary)

Proration Percentage (as calculated in Personnel section): 15.714%

FIXED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

PRORATED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -

BUILDING COSTS (Please show calculations with square footage)

1.		$ -	$ -
2.		$ -	$ -

	Total Dollars
OPERATING EXPENSES (excluding Building Costs):	**$ -**
OPERATING EXPENSES:	**$ -**

EQUIPMENT: (This line item is not allowed in subcontracts)

	Total Dollars
EQUIPMENT: unallowable	**$ -**

TRAVEL AND PER DIEM: (add as many lines as necessary)

	Description	Estimated Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -

	Total Dollars
TRAVEL AND PER DIEM:	**$ -**

SUBCONTRACTS: (Only allowed for Applicants and Prime Subcontractors.)
Note: Prime Subcontractors with subcontractors need to use the agency budget template.

	Total Dollars
SUBCONTRACTS:	**$ -**

OTHER COSTS: (add as many lines as necessary)

Proration Percentage (as calculated in Personnel section): 15.714%

FIXED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

PRORATED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

	Total Dollars
OTHER COSTS:	**$ -**

INDIRECT COSTS:

Check the line items on which indirect costs are to be applied:

		Total Dollars
☑	Personnel Salaries	$ 11,445.0
☑	Fringe Benefits	$ 2,804.0
☐	Operating Expenses (excluding Building Costs)	$ -
☐	Travel and Per Diem	$ -
☐	Other Costs	$ -
	Total	$ 14,249.0

Enter Indirect Rate: 10.0000% Indirect Costs (between 10 and 25%)

Indirect Costs not to exceed 25.0000%

	Total Dollars
INDIRECT COSTS:	**$ 14,249**

	Total Dollars
TOTAL EXPENSES:	**$ 156,739**

ANNUAL BUDGET DETAIL
Official Name of Subcontracting Agency
Subcontracted Under (Name of Contractor)
October 1, 2022 through September 30, 2023
(FFY 2023)

Note: This budget represents Total Dollars to be expended on CalFresh outreach efforts by the subcontractor. Total Dollars are split into ***State Share costs (not reimbursable)*** *and* ***Federal Share costs (reimbursable by USDA)*** *on the Budget Summary Worksheet. Budgetary dollars designated as State Share must be from non-Federal sources, as defined by the USDA Guidance, to be used to conduct allowable CalFresh outreach activities. Please double-check that all data are accurate, represent annual program costs, and transferred accurately and completely to the Budget Summary worksheet.*

PERSONNEL SALARIES: (Add as many lines as necessary to include all outreach staff, actual or proposed)

Total FTE for All Staff Listed (automatically calculated):	3.30
Organization's Total FTEs for Proration:	21.00
Percent FTE for Proration:	15.7143%

	Name	Position Title	Annual Salary	Total FTE (as a decimal)	Total Dollars
1.	Irene Fonseca	211 Program Manager	$ 72,974	0.30	$ 21,892
2.	Ana Juarez	Information & Referral Specialist	$ 31,997	1.00	$ 31,997
3.	Amanda Vaughn	Information & Referral Specialist	$ 31,997	1.00	$ 31,997
4.	Sonya Martinez	Information & Referral Specialist	$ 31,997	1.00	$ 31,997
5.			$ -	0.00	$ -
6.			$ -	0.00	$ -
7.			$ -	0.00	$ -
8.			$ -	0.00	$ -
9.			$ -	0.00	$ -
10.			$ -	0.00	$ -
11.			$ -	0.00	$ -
12.			$ -	0.00	$ -
13.			$ -	0.00	$ -
14.			$ -	0.00	$ -
15.			$ -	0.00	$ -
16.			$ -	0.00	$ -
17.			$ -	0.00	$ -
18.			$ -	0.00	$ -
19.			$ -	0.00	$ -
20.			$ -	0.00	$ -

	Total Dollars
TOTAL PERSONNEL SALARIES	**$ 117,883**

POSITION DESCRIPTIONS for each position/staff person listed above

1.	Program Manager- Supervises staff, arranges training for C4 and GetCalfresh, portion of invoicing and reporting
2.	Information & Referral Specialist- Conducts Calfresh outreach and completes Calfresh applications,
3.	screen all 2-1-1 callers for Calfresh eligibility and offer multiple ways to apply
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FRINGE BENEFITS

Benefits Rate (percent of salary): 24.5000%

	Total Dollars
FRINGE BENEFITS:	**$ 28,881**

OPERATING EXPENSES: (add as many lines as necessary)

Proration Percentage (as calculated in Personnel section): 15.714%

FIXED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

PRORATED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -

BUILDING COSTS (Please show calculations with square footage)

1.		$ -	$ -
2.		$ -	$ -

	Total Dollars
OPERATING EXPENSES (excluding Building Costs):	**$ -**
OPERATING EXPENSES:	**$ -**

EQUIPMENT: (This line item is not allowed in subcontracts)

	Total Dollars
EQUIPMENT: unallowable	**$ -**

TRAVEL AND PER DIEM: (add as many lines as necessary)

	Description	Estimated Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -

	Total Dollars
TRAVEL AND PER DIEM:	**$ -**

SUBCONTRACTS: (Only allowed for Applicants and Prime Subcontractors.)
Note: Prime Subcontractors with subcontractors need to use the agency budget template.

	Total Dollars
SUBCONTRACTS:	**$ -**

OTHER COSTS: (add as many lines as necessary)

Proration Percentage (as calculated in Personnel section): 15.714%

FIXED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

PRORATED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

	Total Dollars
OTHER COSTS:	**$ -**

INDIRECT COSTS:

Check the line items on which indirect costs are to be applied:

		Total Dollars
☑	Personnel Salaries	$ 11,788.3
☑	Fringe Benefits	$ 2,888.1
☐	Operating Expenses (excluding Building Costs)	$ -
☐	Travel and Per Diem	$ -
☐	Other Costs	$ -
	Total	$ 14,676.4

Enter Indirect Rate: 10.0000% Indirect Costs (between 10 and 25%)

Indirect Costs not to exceed 25.0000%

	Total Dollars
INDIRECT COSTS:	**$ 14,676**

	Total Dollars
TOTAL EXPENSES:	**$ 161,440**

ANNUAL BUDGET DETAIL
Official Name of Subcontracting Agency
Subcontracted Under (Name of Contractor)
October 1, 2023 through September 30, 2024
(FFY 2024)

Note: This budget represents Total Dollars to be expended on CalFresh outreach efforts by the subcontractor. Total Dollars are split into ***State Share costs (not reimbursable)*** *and* ***Federal Share costs (reimbursable by USDA)*** *on the Budget Summary Worksheet. Budgetary dollars designated as State Share must be from non-Federal sources, as defined by the USDA Guidance, to be used to conduct allowable CalFresh outreach activities. Please double-check that all data are accurate, represent annual program costs, and transferred accurately and completely to the Budget Summary worksheet.*

PERSONNEL SALARIES: (Add as many lines as necessary to include all outreach staff, actual or proposed)

Total FTE for All Staff Listed (automatically calculated):	3.30
Organization's Total FTEs for Proration:	21.00
Percent FTE for Proration:	15.7143%

	Name	Position Title	Annual Salary	Total FTE (as a decimal)	Total Dollars
1.	Irene Fonseca	211 Program Manager	$ 75,163	0.30	$ 22,549
2.	Ana Juarez	Information & Referral Specialist	$ 32,957	1.00	$ 32,957
3.	Amanda Vaughn	Information & Referral Specialist	$ 32,957	1.00	$ 32,957
4.	Sonya Martinez	Information & Referral Specialist	$ 32,957	1.00	$ 32,957
5.			$ -	0.00	$ -
6.			$ -	0.00	$ -
7.			$ -	0.00	$ -
8.			$ -	0.00	$ -
9.			$ -	0.00	$ -
10.			$ -	0.00	$ -
11.			$ -	0.00	$ -
12.			$ -	0.00	$ -
13.			$ -	0.00	$ -
14.			$ -	0.00	$ -
15.			$ -	0.00	$ -
16.			$ -	0.00	$ -
17.			$ -	0.00	$ -
18.			$ -	0.00	$ -
19.			$ -	0.00	$ -
20.			$ -	0.00	$ -

	Total Dollars
TOTAL PERSONNEL SALARIES	**$ 121,420**

POSITION DESCRIPTIONS for each position/staff person listed above

1.	Program Manager- Supervises staff, arranges training for C4 and GetCalfresh, portion of invoicing and reporting
2.	Information & Referral Specialist- Conducts Calfresh outreach and completes Calfresh applications,
3.	screen all 2-1-1 callers for Calfresh eligibility and offer multiple ways to apply
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16.	
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19.	
20.	

FRINGE BENEFITS

Benefits Rate (percent of salary): 24.5000%

	Total Dollars
FRINGE BENEFITS:	**$ 29,748**

OPERATING EXPENSES: (add as many lines as necessary)

Proration Percentage (as calculated in Personnel section): 15.714%

FIXED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

PRORATED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -

BUILDING COSTS (Please show calculations with square footage)

1.		$ -	$ -
2.		$ -	$ -

	Total Dollars
OPERATING EXPENSES (excluding Building Costs):	**$ -**
OPERATING EXPENSES:	**$ -**

EQUIPMENT: (This line item is not allowed in subcontracts)

	Total Dollars
EQUIPMENT: unallowable	**$ -**

TRAVEL AND PER DIEM: (add as many lines as necessary)

	Description	Estimated Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -

	Total Dollars
TRAVEL AND PER DIEM:	**$ -**

SUBCONTRACTS: (Only allowed for Applicants and Prime Subcontractors.)
Note: Prime Subcontractors with subcontractors need to use the agency budget template.

	Total Dollars
SUBCONTRACTS:	**$ -**

OTHER COSTS: (add as many lines as necessary)

Proration Percentage (as calculated in Personnel section): 15.714%

FIXED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

PRORATED COSTS:

	Description	Annual Cost	Total Dollars
1.		$ -	$ -
2.		$ -	$ -
3.		$ -	$ -
4.		$ -	$ -
5.		$ -	$ -
6.		$ -	$ -
7.		$ -	$ -
8.		$ -	$ -
9.		$ -	$ -
10.		$ -	$ -
11.		$ -	$ -
12.		$ -	$ -

	Total Dollars
OTHER COSTS:	**$ -**

INDIRECT COSTS:

Check the line items on which indirect costs are to be applied:

		Total Dollars
☑	Personnel Salaries	$ 12,142.0
☑	Fringe Benefits	$ 2,974.8
☐	Operating Expenses (excluding Building Costs)	$ -
☐	Travel and Per Diem	$ -
☐	Other Costs	$ -
	Total	$ 15,116.8

Enter Indirect Rate: 10.0000% Indirect Costs (between 10 and 25%)

Indirect Costs not to exceed 25.0000%

	Total Dollars
INDIRECT COSTS:	**$ 15,117**

	Total Dollars
TOTAL EXPENSES:	**$ 166,285**

***Mark an "X" for each targeted county, and indicate the percent of total effort that will be spent in each county. Total percent (%) must equal 100%.**
**** The number of pre-screened applications must be greater than the number of submitted applications. The number of submitted applications must be greater than the number of approved applications.**

Applying Agency:	TYPE APPLICANT NAME IN APPLICANT TAB

Subcontractor Name:	Community Action Partnership of Kern - 211

Item #	Program Deliverable**	Proposed Number		
		FFY 2022	FFY 2023	FFY 2024
Item a:	CalFresh Pre-Screening	1500	1575	1654
Item b-1:	CalFresh Electronic Applications Submitted	150	175	200
Item b-2:	CalFresh Paper Applications Submitted	0	0	0
Item c-1:	CalFresh Electronic Applications Approved	113	131	150
Item c-2:	CalFresh Paper Applications Approved	0	0	0
Item d:	SAR 7 Forms Submitted	0	0	0
Item e:	CalFresh Annual Recertification Applications Submitted	0	0	0
Item f:	CalFresh Partnerships	20	20	20

County	Will you target?*	Percent Effort in County
Alameda		
Alpine		
Amador		
Butte		
Calaveras		
Colusa		
Contra Costa		
Del Norte		
El Dorado		
Fresno		
Glenn		
Humboldt		
Imperial		
Inyo		
Kern	X	100%
Kings		
Lake		
Lassen		
Los Angeles		
Madera		
Marin		
Mariposa		
Mendocino		
Merced		
Modoc		
Mono		
Monterey		
Napa		
Nevada		
Orange		
Placer		
Plumas		
Riverside		
Sacramento		
San Benito		
San Bernardino		
San Diego		
San Francisco		
San Joaquin		
San Luis Obispo		
San Mateo		
Santa Barbara		
Santa Clara		
Santa Cruz		
Shasta		
Sierra		
Siskiyou		
Solano		
Sonoma		
Stanislaus		
Sutter		
Tehama		
Trinity		
Tulare		
Tuolumne		
Ventura		
Yolo		
Yuba		
Total Percent		1

(Total Percent must equal 100)

MEMORANDUM

To: Budget and Finance Committee

From: Martha Gonzalez, 2-1-1 Program Supervisor

Date: January 19, 2022

Subject: *Agenda Item 4e*: Approval of the Proposed Budget Submission for United Way Merced– **Action Item**

United Way of Merced County has reached out to Community Action Partnership of Kern's 2-1-1 Program to provide after-hours, weekends, and holiday Information & Referral call handling services. After discussion with leadership and the 2-1-1 Kern Call Center staff, it has been determined that the program would like to establish a partnership with United Way of Merced County.

Based on the successful operation of the 2-1-1 Kern Call Center and experience in providing Information & Referral call center back-office support to five (5) additional counties in the San Joaquin Valley: Kings, Tulare, Stanislaus, Fresno, and Madera. It was reasonable to expand our network to include 2-1-1 Mountain Valley. Currently, their call volume is between seven (7) to ten (10) calls per day, although we expect that number to increase.

Overall, the opportunity to expand through a trusted partner like the United Way of Merced County will allow CAPK to apply our quality of service through the 2-1-1 Kern Call Center to better serve the communities of Merced and Mariposa counties. The team anticipates negotiating a start date of March 1, 2022.

As with our other counties, this is a tier pricing system based on the number of calls handled. The service contract is in the amount of $25,155.00 for the first year. The fee will increase annually by 5%. The second-year is in the amount of $25,909.65, and the third year is in the amount of $26, 686.94. The fee structure is based on Tier Pricing. When inquiries exceed Tier 1 limit, pricing will move to Tier 2, then Tier 3. Renegotiation of the annual fee will be discussed when inquiries exceed Tier 3 range. Under the proposed budget, we anticipate this to be a three (3) year contract period, March 1, 2022, to June 30, 2025. Attached is the budget, detailing the Tier Pricing structure.

Recommendation:
Staff recommends the Board of Directors authorize the Chief Executive Officer to execute the contract and any future amendments during the term of the contract.

Attachment:
Proposed Budget

Mountain Valley	Year 1 01/1/2022-12/31/2022	Year 2 01/1/2023-12/31/2023	Year 3 01/01/2024-12/31/2024	Total Contract Amount
Total Service Agreement	25,155.00	25,909.65	26,686.94	**$77,751.59**
Call Handling Charges	17,972	18,870	19,437	
Calls Handled				

All County Tier Pricing: 5% increase per 1,000 calls over contracted amount

Mountain Valley YEAR 1	Calls Handled	Annual Contract Amount	Monthly Invoice Amount
Tier 1	0 to 3,200	$25,155.00	2,096.25
Tier 2	3,201 to 4,200	$26,412.75	2,201.06
Tier 3	4,201 +	$27,733.39	2,311.12

Mountain Valley Year 2	Calls Handled	Annual Contract Amount	Monthly Invoice Amount
Tier 1	0 to 3,200	$25,909.65	$2,159.14
Tier 2	3,201 to 4,200	$27,205.13	$2,267.09
Tier 3	4,201 +	$28,565.39	$2,380.45

Mountain Valley Year 3	Calls Handled	Annual Contract Amount	Monthly Invoice Amount
Tier 1	0 to 3,200	$26,686.94	$2,223.91
Tier 2	3,201 to 4,000	$28,021.29	$2,335.11
Tier 3	4,201 +	$29,422.35	$2,451.86

*Expansion of existing services or new services not listed below will be discussed to asses the scope of work, cose and start up fee, if applicable

Contract Changes	
5% Annual Increase	Every year, the annual services fee increases 5%
10% Increase to additional services	

MEMORANDUM

To: Budget & Finance Committee

From: Tracy Webster, Chief Financial Officer

Date: January 19, 2022

Subject: *Agenda Item 4f:* Annual Budget for Fiscal Year 2022/2023 - **Info Item**

The annual budget for the 2022/2023 fiscal year is presented using the following functional categories:

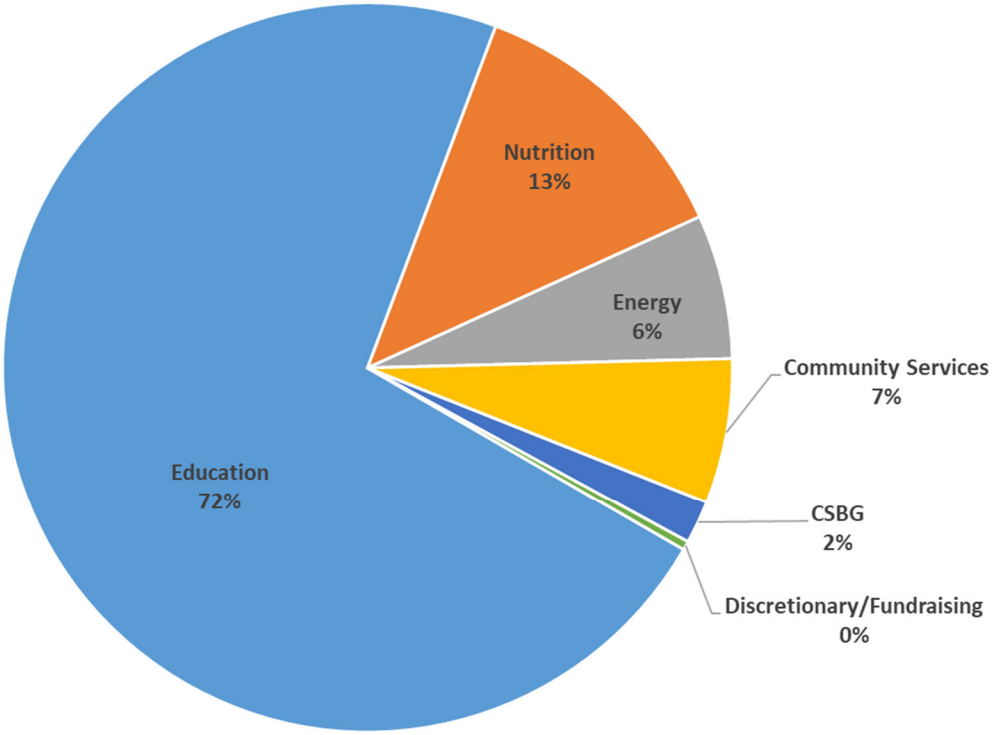
1. Program Services
    - Education
    - Nutrition
    - Energy Conservation
    - Community Services
    - CSBG
2. Support Services
    - Discretionary & Fund Raising
3. COVID-19 Response
4. Indirect

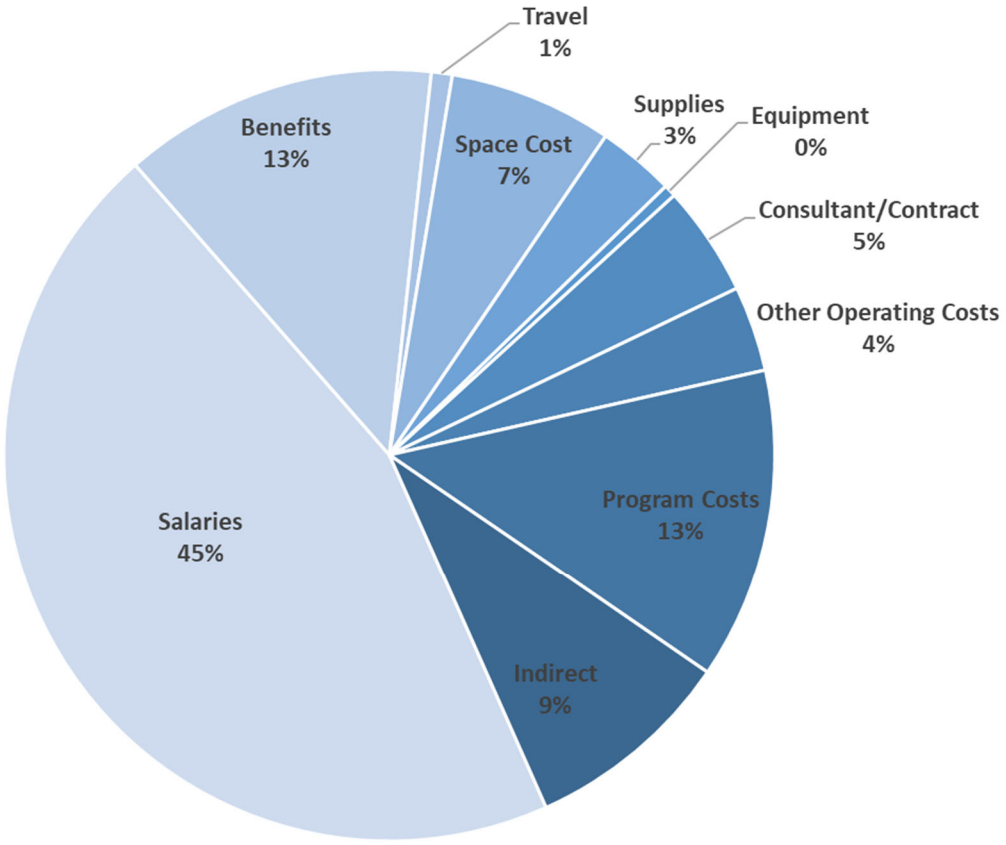
The annual operating budget (program services and support services) of $83,084,818 was developed using individual grant or program budgets prepared by program staff that were combined into the above functional categories. Funds related to COVID-19 Response accounts for $3,177,032 of the total budget. The annual budget for FY 2022/2023 is 5.8% less than the prior year. Attached is the FY 2022/2023 annual budget with category support schedules.

The Indirect budget of $7,166,158 for the five support divisions: Executive, Human Resources, Finance, Operations, and Program Administration is 4.8% greater than the prior year. The Indirect Budget reflects projected costs for a grant writing consultant in the amount of $150,000 and a marketing consultant in the amount of $78,000 as well as the addition of one additional staff in Finance to support the implementation and maintenance of position control. Fiscal Year 2022/2023 will be the seventh year using the 10% indirect cost rate. 72.8% of the Indirect budget is for personnel costs and 27.2% is for operating costs. Attached is a comparison of the Indirect budget for five years.

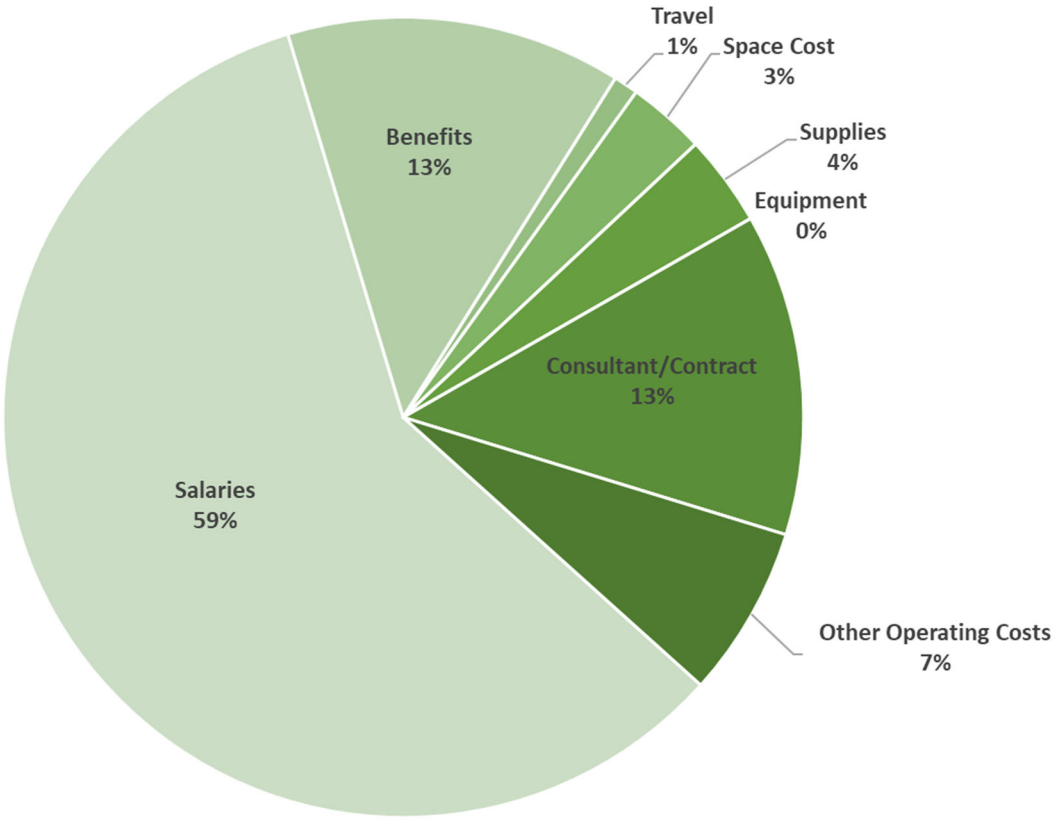
Attachments: (1) Annual Budget for FY 2022/23
(2) Indirect Budget Comparison for Five Years

AGENCY BUDGET





INDIRECT BUDGET BREAKDOWN



COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23

	Program Services					Support Services			Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	COVID Response	TOTAL	
Revenue									
Government Revenue	$ 58,709,643	$ 8,681,985	$ 5,106,065	$ 4,497,598	$ 1,530,496	$ -	$ 3,177,032	$ 81,702,819	$ -
Head Start Subsidy for CACFP	(870,245)	870,245	-	-	-	-	-	-	-
Private Revenue	-	50,000	-	644,392	-	11,520	-	705,912	-
Other Revenue	1,602	244,247	-	-	-	1,205	-	247,054	7,298,207
Donations	-	130,000	-	-	-	10,000	-	140,000	-
Total Revenue	**$ 57,841,000**	**$ 9,976,477**	**$ 5,106,065**	**$ 5,141,990**	**$ 1,530,496**	**$ 22,725**	**$ 3,177,032**	**$ 82,795,785**	**$ 7,298,207**
Expenditures									
Salaries	27,451,264	4,210,991	1,394,828	2,256,047	890,550	123,600	1,239,188	37,566,468	4,017,002
Benefits	8,315,926	1,260,035	330,548	580,634	238,729	25,956	212,804	10,964,632	927,480
Travel	492,583	91,246	55,819	22,313	15,740	22,100	26,473	726,274	67,900
Space Cost	3,555,378	729,967	188,621	677,601	161,300	5,700	89,133	5,407,700	184,200
Supplies	2,144,635	211,553	73,794	163,124	24,699	14,750	55,869	2,688,424	252,500
Equipment	100,000	324,960	-	-	-	-	-	424,960	-
Consultant/Contract	1,369,385	563,961	1,399,499	412,936	2,750	35,000	74,433	3,857,964	891,000 A
Other Operating Costs	1,130,700	378,585	547,060	396,781	51,480	56,310	416,750	2,977,666	474,125
Program Costs	7,769,839	1,436,167	651,718	183,271	3,000	-	827,088	10,871,083	-
Depreciation	297,840	3,600	-	-	-	-	-	301,440	31,500
Indirect	5,213,450	765,412	464,178	449,283	142,248	28,342	235,294	7,298,207	-
Total Expenditures	**$ 57,841,000**	**$ 9,976,477**	**$ 5,106,065**	**$ 5,141,990**	**$ 1,530,496**	**$ 311,758**	**$ 3,177,032**	**$ 83,084,818**	**$ 6,845,707**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (289,033)**	**$ -**	**$ (289,033)**	**$ 452,500**

One-Time COVID Indirect Surplus	**(235,294)**
Ongoing Indirect Surplus	**$ 217,206**

A. Grant writing consultant $150,000 & Marketing consultant $78,000 (ongoing expense)

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
FUNDING RELATED TO COVID

	Education COVID Response & CARES	Nutrition COVID Response	Energy ARPA	Community Services COVID Response	CSBG CARES	TOTAL
Revenue						
Community Services Block Grant (CSBG)	$ -	$ -	$ -	$ -	$ 312,374	**$ 312,374**
Other Government Revenue	-	-	1,704,658	1,160,000	-	**2,864,658**
Head Start Subsidy for CACFP	-	-	-	-	-	**-**
Private Revenue	-	-	-	-	-	**-**
Other Revenue	-	-	-	-	-	**-**
Donations	-	-	-	-	-	**-**
Total Revenue	**$ -**	**$ -**	**$ 1,704,658**	**$ 1,160,000**	**$ 312,374**	**$ 3,177,032**
Expenditures						
Salaries	-	-	898,884	240,000	100,304	**1,239,188**
Benefits	-	-	116,428	67,200	29,176	**212,804**
Travel	-	-	13,635	5,000	7,838	**26,473**
Space Cost	-	-	62,220	6,000	20,913	**89,133**
Supplies	-	-	25,570	2,500	27,799	**55,869**
Equipment	-	-	-	-	-	**-**
Consultant/Contract	-	-	19,433	55,000	-	**74,433**
Other Operating Costs	-	-	413,720	-	3,030	**416,750**
Program Costs	-	-	-	732,185	94,903	**827,088**
Depreciation	-	-	-	-	-	**-**
Indirect	-	-	154,768	52,115	28,411	**235,294**
Total Expenditures	**$ -**	**$ -**	**$ 1,704,658**	**$ 1,160,000**	**$ 312,374**	**$ 3,177,032**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	0.0%	0.0%	13.0%	28.0%	29.1%	17.2%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
EDUCATION

	Head Start	State Dept. of Education	San Joaquin COE	County of Kern Home Visit Initiative	Migrant Alternative Payment	TOTAL
Revenue						
Community Services Block Grant (CSBG)	$ -	$ -	$ -	$ -	$ -	**$ -**
Other Government Revenue	35,108,253	8,204,779	2,064,238	3,460,624	9,871,749	**58,709,643**
Head Start Subsidy for CACFP	(870,245)	-	-	-	-	**(870,245)**
Private Revenue	-	-	-	-	-	**-**
Other Revenue	-	1,602	-	-	-	**1,602**
Donations	-	-	-	-	-	**-**
Total Revenue	**$ 34,238,008**	**$ 8,206,381**	**$ 2,064,238**	**$ 3,460,624**	**$ 9,871,749**	**$ 57,841,000**
Expenditures						
Salaries	17,798,635	5,588,875	1,456,669	1,847,685	759,400	**27,451,264**
Benefits	5,345,129	1,830,351	419,911	593,535	127,000	**8,315,926**
Travel	345,073	910	-	138,600	8,000	**492,583**
Space Cost	3,243,000	3,728	-	225,440	83,210	**3,555,378**
Supplies	1,851,102	9,270	-	270,263	14,000	**2,144,635**
Equipment	100,000	-	-	-	-	**100,000**
Consultant/Contract	1,336,723	14,300	-	10,562	7,800	**1,369,385**
Other Operating Costs	969,897	12,933	-	72,961	74,909	**1,130,700**
Program Costs	(137,523)	-	-	-	7,907,362	**7,769,839**
Depreciation	297,840	-	-	-	-	**297,840**
Indirect	3,088,132	746,014	187,658	301,578	890,068	**5,213,450**
Total Expenditures	**$ 34,238,008**	**$ 8,206,381**	**$ 2,064,238**	**$ 3,460,624**	**$ 9,871,749**	**$ 57,841,000**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	30.0%	32.7%	28.8%	32.1%	16.7%	30.3%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
NUTRITION

	WIC	Snap-ED	Child and Adult Care Food Program (CACFP)			Food Bank	TOTAL
			Kern Central Kitchen	San Joaquin Vended Meals	Subtotal CACFP		
Revenue							
Commuity Services Block Grant (CSBG)	$ -	$ -	$ -	$ -	$ -	$ 397,316	**$ 397,316**
Other Government Revenue	4,212,059	1,491,998	1,272,351	177,633	1,449,984	1,527,944	**8,681,985**
Head Start Subsidy for CACFP	-	-	743,585	126,660	870,245	-	**870,245**
Private Revenue	-	-	-	-	-	50,000	**50,000**
Other Revenue	-	-	-	-	-	244,247	**244,247**
Donations	-	-	-	-	-	130,000	**130,000**
Total Revenue	**$ 4,212,059**	**$ 1,491,998**	**$ 2,015,936**	**$ 304,293**	**$ 2,320,229**	**$ 2,349,507**	**$ 10,373,793**
Expenditures							
Salaries	2,511,777	535,396	605,614	-	605,614	831,644	**4,484,431**
Benefits	728,415	165,846	187,407	-	187,407	266,122	**1,347,790**
Travel	12,000	6,146	27,000	-	27,000	46,100	**91,246**
Space Cost	367,860	54,307	121,700	-	121,700	186,100	**729,967**
Supplies	40,657	11,706	86,000	-	86,000	73,190	**211,553**
Equipment	25,000	-	-	-	-	299,960	**324,960**
Consultant/Contract	-	553,361	-	-	-	10,600	**563,961**
Other Operating Costs	165,927	29,599	62,600	-	62,600	120,459	**378,585**
Program Costs	3,000	-	809,946	-	809,946	335,076	**1,148,022**
- Vended Meals	-	-	-	288,145	288,145	-	**288,145**
Depreciation	3,600	-	-	-	-	-	**3,600**
Indirect	353,823	135,637	115,669	16,148	131,817	180,256	**801,533**
Total Expenditures	**$ 4,212,059**	**$ 1,491,998**	**$ 2,015,936**	**$ 304,293**	**$ 2,320,229**	**$ 2,349,507**	**$ 10,373,793**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	29.0%	31.0%	30.9%		30.9%	32.0%	30.1%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
ENERGY CONSERVATION

	Energy Conservation
Revenue	
Community Services Block Grant (CSBG)	$ -
Other Government Revenue	**5,106,065**
Private Revenue	**-**
Other Revenue	**-**
Donations	**-**
Total Revenue	**$ 5,106,065**
Expenditures	
Salaries	**1,394,828**
Benefits	**330,548**
Travel	**55,819**
Space Cost	**188,621**
Supplies	**73,794**
Equipment	**-**
Consultant/Contract	**1,399,499**
Other Operating Costs	**547,060**
Program Costs	**651,718**
Depreciation	**-**
Indirect	**464,178**
Total Expenditures	**$ 5,106,065**
Gain/(Loss)	**$ -**
Benefit Rate	**23.7%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
COMMUNITY SERVICES

	211	Homeless Services	E Kern Family Resource Center	Ridgecrest Resource Center	VITA	Youth Centers	TOTAL
Revenue							
Community Services Block Grant (CSBG)	$ 66,747	$ 17,031	$ 20,924	$ -	$ 228,979	$ 479,048	**$ 812,729**
Other Government Revenue	614,149	2,463,067	367,663	164,656	829,235	58,828	**4,497,598**
Private Revenue	644,392	-	-	-	-	-	**644,392**
Other Revenue	-	-	-	-	-	-	**-**
Donations	-	-	-	-	-	-	**-**
Total Revenue	**$ 1,325,288**	**$ 2,480,098**	**$ 388,587**	**$ 164,656**	**$ 1,058,214**	**$ 537,876**	**$ 5,954,719**
Expenditures							
Salaries	807,633	959,800	223,700	112,215	319,739	229,895	**2,652,982**
Benefits	195,226	268,745	74,509	25,553	56,798	55,733	**676,564**
Travel	5,000	2,000	10,415	2,083	7,972	7,333	**34,803**
Space Cost	65,626	552,138	26,875	10,150	29,331	154,781	**838,901**
Supplies	56,557	90,113	3,918	1,696	19,428	11,111	**182,823**
Equipment	-	-	-	-	-	-	**-**
Consultant/Contract	10,186	-	500	500	403,750	750	**415,686**
Other Operating Costs	64,579	202,202	15,450	4,810	124,096	29,274	**440,411**
Program Costs	-	180,000	-	1,316	3,800	1,155	**186,271**
Depreciation	-	-	-	-	-	-	**-**
Indirect	120,481	225,100	33,220	6,333	93,300	47,844	**526,278**
Total Expenditures	**$ 1,325,288**	**$ 2,480,098**	**$ 388,587**	**$ 164,656**	**$ 1,058,214**	**$ 537,876**	**$ 5,954,719**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	24.2%	28.0%	33.3%	22.8%	17.8%	24.2%	**25.5%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
COMMUNITY SERVICES BLOCK GRANT (CSBG)

	Food Bank	211	E Kern	VITA	Youth Ctrs	CES	Program Admin	TOTAL
Revenue								
Community Services Block Grant (CSBG)	$ 397,316	$ 66,747	$ 20,924	$ 228,979	$ 479,048	$ 17,031	$ 320,451	**$ 1,530,496**
Other Government Revenue	-	-	-	-	-			-
Private Revenue	-	-	-	-	-			-
Other Revenue	-	-	-	-	-			-
Donations	-	-	-	-	-			-
Total Revenue	**$ 397,316**	**$ 66,747**	**$ 20,924**	**$ 228,979**	**$ 479,048**	**$ 17,031**	**$ 320,451**	**$ 1,193,014**
Expenditures								
Salaries	273,440	48,543	9,667	126,235	212,490	-	220,175	**890,550**
Benefits	87,755	12,136	2,900	27,772	53,122	-	55,044	**238,729**
Travel	-	-	1,000	3,950	6,540	1,000	3,250	**15,740**
Space Cost	-	-	-	24,400	128,900	8,000	-	**161,300**
Supplies	-	-	-	5,158	9,695	4,846	5,000	**24,699**
Equipment	-	-	-	-	-	-	-	**-**
Consultant/Contract	-	-	-	2,000	750	-	-	**2,750**
Other Operating Costs	-	-	-	16,575	25,055	2,000	7,850	**51,480**
Program Costs	-	-	-	3,000	-	-	-	**3,000**
Depreciation	-	-	-	-	-	-	-	**-**
Indirect	36,121	6,068	7,357	19,889	42,496	1,185	29,132	**142,248**
Total Expenditures	**$ 397,316**	**$ 66,747**	**$ 20,924**	**$ 228,979**	**$ 479,048**	**$ 17,031**	**$ 320,451**	**$ 1,193,014**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	**32.1%**	**25.0%**	**30.0%**	**22.0%**	**25.0%**	**0.0%**	**25.0%**	**26.8%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
DISCRETIONARY FUND & FUND RAISING FUND

	Discretionary	CAPK Foundation	Total
Revenue			
Community Services Block Grant (CSBG)	$ -	$ -	**$ -**
Other Government Revenue	-	-	**-**
Private Revenue	11,520	-	**11,520**
Other Revenue	1,205	-	**1,205**
Donations	10,000	-	**10,000**
Transfer Released From Restriction	(303,552)	303,552	**-**
Total Revenue	**$ (280,827)**	**$ 303,552**	**$ 22,725**
Expenditures			
Salaries	-	123,600	**123,600**
Benefits	-	25,956	**25,956**
Travel	-	22,100	**22,100**
Space Cost	2,200	3,500	**5,700**
Supplies	-	14,750	**14,750**
Equipment	-	-	**-**
Consultant/Contract	-	35,000	**35,000**
Other Operating Costs	5,260	51,050	**56,310**
Program Costs	-	-	**-**
Depreciation	-	-	**-**
Indirect	746	27,596	**28,342**
Total Expenditures	**$ 8,206**	**$ 303,552**	**$ 311,758**
Gain/(Loss)	**$ (289,033)**	**$ -**	**$ (289,033)**
Benefit Rate	0.0%	21.0%	**21.0%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
INDIRECT FUND

	Human Resources	Operations	Executive	Program Administration	Finance	TOTAL
Revenue						
Community Services Block Grant (CSBG)	$ -	$ -	$ -	$ 320,451	$ -	**$ 320,451**
Other Government Revenue	-	-	-	-	-	**-**
Private Revenue	-	-	-	-	-	**-**
Other Revenue	-	-	-	-	-	**7,298,207**
Donations	-	-	-	-	-	**-**
Total Revenue	**$ -**	**$ -**	**$ -**	**$ 320,451**	**$ -**	**$ 7,618,658**
Expenditures						
Salaries	883,908	1,156,364	708,011	317,675	1,171,219	**4,237,177**
Benefits	212,138	300,655	153,143	82,344	234,244	**982,524**
Travel	9,000	23,500	24,200	6,450	8,000	**71,150**
Space Cost	-	181,200	-	-	3,000	**184,200**
Supplies	18,000	62,000	31,500	6,000	140,000	**257,500**
Equipment	-	-	-	-	-	**-**
Consultant/Contract	143,500	219,500	244,500	-	283,500	**891,000**
Other Operating Costs	18,500	298,075	114,650	8,850	41,900	**481,975**
Program Costs	-	-	-	-	-	**-**
Depreciation	-	31,500	-	-	-	**31,500**
Indirect	-	-	-	29,132	-	**29,132**
Total Expenditures	**$ 1,285,046**	**$ 2,272,794**	**$ 1,276,004**	**$ 450,451**	**$ 1,881,863**	**$ 7,166,158**
Gain/(Loss)						**$ 452,500**
Benefit Rate	24.0%	26.0%	21.6%	25.9%	20.0%	**23.2%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
INDIRECT FUND - FIVE YEAR HISTORY

Line Items	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Revenue	$ 4,827,346	$ 5,059,589	$ 5,799,844	$ 6,862,349	$ 7,471,110	$ 7,618,658	2.0%
Expenditures							
Personnel Costs							
Salaries	2,614,903	2,820,260	3,070,550	3,601,982	3,983,144	4,237,177	6.4%
Benefits	605,877	674,091	756,241	875,486	931,312	982,524	5.5%
Benefit Rate	*23.2%*	*23.9%*	*24.6%*	*24.3%*	*23.4%*	*23.2%*	
Total Personnel Costs	$ 3,220,780	$ 3,494,351	$ 3,826,791	$ 4,477,468	$ 4,914,456	$ 5,219,701	6.2%
	67.6%	*71.3%*	*72.5%*	*71.2%*	*71.9%*	*72.8%*	
Operating Costs							
Travel	79,900	88,750	93,650	56,750	62,350	71,150	14.1%
Space Costs	190,700	187,900	186,800	193,300	206,370	215,700	4.5%
Supplies	147,277	138,400	166,500	119,400	150,200	257,500	71.4%
Equipment	5,223	-	-	-	196,000	-	-100.0%
Consultant/Contract	783,320	630,725	659,100	1,144,066	956,000	891,000	-6.8%
Other Operating Costs	339,600	363,950	345,050	298,600	352,750	511,107	44.9%
Total Operating Costs	$ 1,546,020	$ 1,409,725	$ 1,451,100	$ 1,812,116	$ 1,923,670	$ 1,946,457	1.2%
	32.4%	*28.7%*	*27.5%*	*28.8%*	*28.1%*	*27.2%*	
Total Expenditures	$ 4,766,800	$ 4,904,076	$ 5,277,891	$ 6,289,584	$ 6,838,126	$ 7,166,158	4.8%
Excess Indirect Revenue	$ 60,546	$ 155,513	$ 521,953	$ 572,765	$ 632,984	$ 452,500	-28.5%

RECAP - EXPENDITURES BY SUPPORT DIVISION	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Operations	$ 1,526,000	$ 1,394,366	$ 1,355,800	$ 2,113,869	$ 2,324,790	$ 2,272,794	-2.2%
Human Resources	1,151,500	1,223,465	1,034,632	917,844	1,262,307	1,285,046	1.8%
Finance	1,049,800	1,046,900	1,563,775	1,757,619	1,786,550	1,881,863	5.3%
Program Administration	525,400	704,410	705,930	354,917	330,664	450,451	36.2%
Executive	514,100	534,935	612,204	1,145,335	1,133,815	1,276,004	12.5%
TOTAL	$ 4,766,800	$ 4,904,076	$ 5,272,341	$ 6,289,584	$ 6,838,126	$ 7,166,158	4.8%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
AGENCY-WIDE - FIVE YEAR HISTORY

EXPENDITURES BY PROGRAM SERVICE	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Education	$ 42,473,221	$ 54,886,617	$ 60,024,566	$ 61,574,517	$ 57,841,000	-6.1%
Nutrition	7,569,576	8,687,954	9,221,197	9,378,845	9,976,477	6.4%
Energy Conservation	4,138,200	5,746,308	6,867,228	6,424,164	5,106,065	-20.5%
Community Services	1,194,256	1,549,312	4,715,591	4,764,987	5,141,990	7.9%
CSBG	1,469,183	1,489,531	1,489,531	1,535,543	1,530,496	-0.3%
Discretionary & Fund Raising	41,035	41,233	203,689	284,270	311,758	9.7%
COVID Response	-	-	-	4,259,035	3,177,032	-25.4%
Total Annual Budget	$ 56,885,471	$ 72,400,955	$ 82,521,802	$ 88,221,361	$ 83,084,818	-5.8%

RECAP - EXPENDITURES BY CATEGORY	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Salaries	$ 25,995,600	$ 30,816,989	$ 33,631,062	$ 38,932,538	$ 37,566,468	-3.5%
Benefits	7,979,525	9,792,653	10,374,228	11,352,568	10,964,632	-3.4%
Travel	536,271	604,666	814,611	723,003	726,274	0.5%
Space Cost	3,458,335	7,496,553	10,436,885	8,378,137	5,407,700	-35.5%
Supplies	1,796,041	2,343,556	2,061,180	2,639,488	2,688,424	1.9%
Equipment	211,038	99,000	92,760	291,353	424,960	45.9%
Consultant/Contract	954,462	2,765,704	4,177,786	4,224,507	3,857,964	-8.7%
Other Operating Cost	2,259,160	2,805,782	2,720,184	2,571,193	2,977,666	15.8%
Program Costs	8,328,674	9,513,508	11,039,753	11,336,024	10,871,083	-4.1%
Depreciation	306,776	362,700	311,004	301,440	301,440	0.0%
Indirect	5,059,589	5,799,844	6,862,349	7,471,110	7,298,207	-2.3%
TOTAL	$ 56,885,471	$ 72,400,955	$ 82,521,802	$ 88,221,361	$ 83,084,818	-5.8%

BUDGET AND FINANCE COMMITTEE

JANUARY 19, 2022

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
UNRESTRICTED						
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
RESTRICTED						
EARLY HEAD START EXPANSION EARLY HEAD START EXPANSION - CARES ACT	2,454,592 133,579	93.600	09HP000163-03 09HP000163-02C3	03/01/21 - 02/28/22 03/01/20 - 02/28/21	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START EARLY HEAD START/HEAD START - CARES ACT	27,045,025 1,549,338	93.600	09CH011132-03 09CH011132-02C3	03/01/21 - 02/28/22 03/01/20 - 02/28/21	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN EARLY HEAD START SAN JOAQUIN - CARES ACT	5,608,269 275,067	93.600	09-CH011406-02 09-CH011406-01C3	02/01/21 - 01/31/22 02/01/20 - 01/31/21	117	U S DEPT OF HEALTH & HUMAN SERVICES
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

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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
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 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	CMAP - 9000 CMAP - 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 CA	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 PROG	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 PROG 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

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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
MIGRANT ALTERNATIVE PAYMENT	4,173,683		CMAP - 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

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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
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

A6

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

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
	2-1-1						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
164-005	Cal Fresh (SSI)				X		
186	2-1-1 Hospital Preparedness Program				X		
272	United Way - CESH				X		
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				
11/30/21	n/a				
12/31/21	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 increasae 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	$ 395.83	0.25%
04/01/21 - 6/30/21	90 days	$ 221.18	0.25%
07/01/21 - 9/30/21	90 days	$ 718.75	0.25%
10/01/21 - 12/31/21	90 days	$ 223.61	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 DECEMBER 31, 2021

PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(54,835.72)
HEAD START/EARLY HEAD START	161,835.41
SUBTOTAL	**106,999.69**
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	276,549.67
MIGRANT A/P	1,934,929.70
MIGRANT CHILD CARE	86,210.47
MIGRANT SPECIALIZED SERVICES	16,390.00
SAN JOAQUIN COE GENERAL CHILD CARE	314,396.37
STATE PRESCHOOL	1,950,704.55
SUBTOTAL	**4,583,838.46**
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	142,858.30
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(55,961.08)
EF&S	56.67
EFAP	340,825.68
FEEDING AMERICA SENIOR HUNGER	49,061.52
FOOD BANK	(647,007.89)
FOOD BANK EXPANSION	398,095.86
FOOD BANK CAPACITY PROGRAM	181,818.00
FOOD BANK - STATE	76,446.34
KAISER	23,753.00
SENIOR FARMERS MARKET NUTRITION PROGRAM	32,004.00
TRADE MITIGATION	0.00
WONDERFUL FOUNDATION	2,000.00
SUBTOTAL	**543,950.40**
ENERGY	(164,057.35)
DOE WAP	28,605.20
LIHEAP	(1,116,369.34)
PG&E	(15,720.99)
DAP (Disgorgement Assistance Program)	(56,859.32)
TRANSFER NEGATIVE BALANCE	1,324,401.80
SUBTOTAL	**0.00**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	**2,000.00**
211	121,047.73
211 ENERGY UPGRADE CA PROGRAM	(6,270.80)
AMERICORPS - CALIFORNIA VOLUNTEERS	(13.46)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(19,241.42)
CAL FRESH	(17,452.83)
CALEITC	(169.55)
CAPK FOUNDATION	(161,859.29)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	(1,765.64)
COST POOLS	78,759.72
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,066.07
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(220,768.59)
CSBG	(215,913.68)
CSBG CARES ACT	205,160.29
CSBG DISCRETIONARY	46,000.89
DIFFERENTIAL RESPONSE	(41,023.61)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,213,987.50
ECONOMIC EMPOWERMENT	0.00
EAST KERN FAMILY RESOURCE CENTER	9,729.89
ESG CARES ACT HOMELESS SERVICES	(334,031.24)
ESG COORDINATED ENTRY SERVICE - COVID19	(20,985.11)
FIRST 5 KERN 211	(21,508.65)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(33,869.07)
FIRST 5 HELP ME GROW	(31,177.22)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(39,154.82)
FRIENDSHIP HOUSE	1,491.73
FUNDRAISING	275,059.44
GAPP FUND	0.00
GENERAL FUND	4,795.72
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(14,834.90)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(315,466.96)
HOUSING FOR THE HARVEST STATE	(159,910.85)
HUD-COORDINATED ENTRY SYSTEM	(81,818.93)
COUNTY OF KERN - 211	45,000.00
INDIRECT FUND	(70,865.85)
IRS - VITA	10,477.75
M ST NAVIGATION CENTER	21,631.38
NALEO - 2020 CENSUS	0.00
NEOPB CAL FRESH HEALTHY LIVING	(256,986.48)
POSITIVE YOUTH DEV SVC	(6,285.44)
POSITIVE YOUTH M	(56,690.20)
SHAFTER YOUTH CENTER	29,576.65
OASIS FAMILY RESOURCE CENTER	690.00
SIERRA FOUNDATION - ASTHMA MITIGATION	148,314.92
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	(4.19)
SO CA EDISON - 211 CUSTOMER RELATIONS	(9,600.79)
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	(9,454.53)
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	27,223.09
WELLS FARGO FOUNDATION	46,981.80
WIC	(733,227.58)
LESS: ENERGY NEGATIVE BALANCE	(1,324,401.80)
ADD: LINE OF CREDIT	
SUBTOTAL	**1,214,271.34**
TOTAL OPERATING CASH	6,451,059.89

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED December 1, 2021 - December 31, 2021

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	$ -
Gloria Barbero	Administrator - EHS San Joaquin	458.75
Yolanda Gonzales	Director of Head Start/State Child Development Programs	148.99
Freddy Hernandez	Director of Youth and Community Services	1,331.22
Laurie Hughey		-
Traco Matthews	Chief Program Officer	1,728.25
Lisa McGranahan	Director of Human Resources	1,141.49
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	1,785.00
Pritika Ram	Director of Administration	2,950.48
Jeremy Tobias	Chief Executive Officer	1,200.01
Emilio Wagner	Director of Operations	2,786.54
Tracy Webster	Chief Financial Officer	1,000.92
Rebecca Moreno	Director of Community Development	7,510.11
Susana Magana	Director of Nutrition Services	288.22
	Total	$ 22,329.98

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Capk Ap	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Emilio Wagner	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/6/2021	12/8/2021	Office Depot #952				34.39
	Supplies for the Food Bank town hall 6305-504-000-120-000-00-2-1						
2	12/16/2021	12/16/2021	Msft * E0600gswqf				299.73
	Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1 75/25 224.80/74.93						
3	12/18/2021	12/20/2021	The Firehouse - Calloway				7.00
	Operations Division Holiday Staff Development Day						
4	12/18/2021	12/20/2021	The Firehouse - Calloway				420.50
	Operations Division Holiday Staff Development Day						
5	12/18/2021	12/20/2021	The Firehouse - Calloway				3.85
	Operations Division Holiday Staff Development Day						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	12/19/2021	12/20/2021	Microsoft#g006966741				232.93
	Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1 75/25						
7	12/19/2021	12/20/2021	Onestepgpscom				209.25
	Monthly subscription renewal order with OneStepGps.com 6667-524-000-147-000-000-3-1						
8	12/20/2021	12/21/2021	Mindbody				445.40
	Premier Basic monthly charge and subscription fee for December 2021						
9	12/20/2021	12/22/2021	State Water Board				860.00
	Food Bank Storm Water application fees						
10	12/20/2021	12/22/2021	Opc State Wb Fee				19.78
	Food Bank Storm Water application fees						
11	12/23/2021	12/24/2021	Stockton Record Advertisi				223.44
	Newspaper to outreach to Vendors for the Design Build-Barnett House RFP 6670-117-001-120-000-10-1-1						
12	12/23/2021	12/24/2021	Best Buy 00008565				30.27
	Cables for cubicles - Rental Assistance						

Transaction Count: 12

Total: 2,786.54

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Freddy Hernandez	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/1/2021	12/2/2021	Py *natl Energy & Utility				514.50
	Energy Program Membership.						
2	12/8/2021	12/10/2021	California Family Resourc				500.00
	California Family Resource Association membership.						
3	12/17/2021	12/20/2021	Wal-Mart #2557				106.67
	Items purchased for Staff Development Day.						
4	12/17/2021	12/20/2021	Smiths Bakeries Inc				197.10
	Gasoline for CEO's Agency Vehicle.						
5	12/25/2021	12/27/2021	Canva* I03280-21927887				12.95
	Software required for VITA.						

Transaction Count: 5

Total: 1,331.22

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Gloria Barbero	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/17/2021	12/20/2021	Angelinas				375.00
	Staff Development Meeting for San Joaquin administration staff. Total number of participants 15.						
2	12/20/2021	12/22/2021	Amtrak Telep				83.75
	Purchase of two amtrak tickets to travel to Bakersfield to attend a program planning meeting. Passengers: Rashi Strother and Gloria Barbero.						

Transaction Count: 2

Total: 458.75

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Jeremy Tobias	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/1/2021	12/2/2021	Nna Services Llc				38.00
	National Notary Association - Purchase of Required Bond to be filed with Kern County Clerk's Office.						
2	12/8/2021	12/9/2021	Chevron 0380243				61.97
	Gasoline for CEO's Agency Vehicle.						
3	12/10/2021	12/13/2021	Gawfco Westley				73.57
	Gasoline for CEO's Agency Vehicle.						
4	12/10/2021	12/13/2021	Kimpton Sawyer Hotel				718.96
	Hotel Fee for Jeremy Tobias to attend CalCAPA Board Meeting and Leadership Meeting in Sacramento.						
5	12/17/2021	12/17/2021	Nna Services Llc				98.00
	National Notary Association - Purchase of E&) Insurance for Notary, Paula Daoutis. Insurance premium is for a period of 4 years.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	12/19/2021	12/21/2021	Exxonmobil 97224224				75.41
	Gasoline for CEO's Agency Vehicle.						
7	12/21/2021	12/21/2021	Nna Services Llc				40.03
	National Notary Association - Purchase of Notary Stamp for Notary, Paula Daoutis.						
8	12/22/2021	12/22/2021	Logcabinflorist				94.07
	Sympathy Plant for Division Director, Susana Magana.						

Transaction Count: 8

Total: 1,200.01

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Jerry Meade	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-5025	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/13/2021	12/14/2021	Paypal				1,390.00
	HS University "ERSEA: Addressing Vulnerabilities in Eligibility Training" for PDM Administrator and E&A Manager						
2	12/29/2021	12/30/2021	Trainhr				395.00
	Train HR Learning Webinar rights for HR Leadership Team Members						

Transaction Count: 2

Total: 1,785.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Laurie Hughey	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9135	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Lisa McGranahan	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/10/2021	12/13/2021	Biometrics4all Inc				12.75
	Relay Fees for running New Hire Fingerprints Invoice Period 11/01/2021-11/30/2021 Invoice Date 12/01/2021						
2	12/17/2021	12/17/2021	Dri*				639.01
	Drops and Envelopes: Cool Palette (Set of 150).						
3	12/17/2021	12/20/2021	Paypal				80.00
	Employment Law Legal Update Webinar for HR Staff						
4	12/17/2021	12/20/2021	Paypal				60.00
	Employment Law Legal Update Webinar for HR Staff						
5	12/21/2021	12/22/2021	Pieologl Olo				145.92
	Food for HR department Christmas party.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	12/21/2021	12/22/2021	Instacart				89.60
	Sides and beverages for HR Christmas party.						
7	12/24/2021	12/24/2021	Smart F Via Instacart				114.21
	Lisa McGranahan(HR Director) accidently forgot to remove the credit card from her Instacart account and purchase her groceries with it. Lisa stated she was going to send a check to return the amount.						

Transaction Count: 7

Total: 1,141.49

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Pritika Ram	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	11/30/2021	12/3/2021	Eureka Bakersfield				54.22
	CAPK Foundation Lunch Meeting						
2	12/3/2021	12/6/2021	Foundation Center-Fdol				1,499.00
	Annual Subscription for the Foundation Center						
3	12/6/2021	12/8/2021	Office Depot #952				77.25
	Specialty Size Mailing Envelopes to mail CAPK Jackets to CAPK Board & Foundation Board Members.						
4	12/7/2021	12/8/2021	Stk*shutterstock				29.00
	Monthly Fee for Stock Photos.						
5	12/10/2021	12/13/2021	Starbucks Store 57978				53.85
	Coffee for CAPK Food Bank Townhall Meeting on 12/9/21						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	12/12/2021	12/14/2021	Office Depot #952				300.61
	Posters / Banners for the CAPK Food Bank Groundbreaking Event.						
7	12/13/2021	12/15/2021	The Home Depot #1050				75.45
	Hard Hats for CAPK Groundbreaking Event.						
8	12/14/2021	12/16/2021	Office Depot #952				35.68
	Misc. Supplies for CAPK Food Bank Groundbreaking Event.						
9	12/15/2021	12/16/2021	Grant Writing Usa				455.00
	Registration Fee for Karen Vazquez to attend Grant Writing class.						
10	12/15/2021	12/16/2021	Costco Whse #0688				82.72
	Danish / Cookies for CAPK Food Bank Groundbreaking Event.						
11	12/15/2021	12/16/2021	Feldesman Tucker Leifer F				150.00
	Recorded Webinar for CAP Agencies COVID-19.						
12	12/15/2021	12/17/2021	Starbucks Store 24007				107.70
	Coffee for CAPK Food Bank Groundbreaking Event.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13	12/16/2021	12/17/2021	Grant Writing Usa				455.00
	Registration Fee for Vanessa Cortez to attend Grant Writing Class.						
14	12/17/2021	12/20/2021	Grant Writing Usa				-425.00
	Refund - Registration fee for Grant Writing Class for Vanessa Cortez						

Transaction Count: 14

Total: 2,950.48

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Rebecca Moreno	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/7/2021	12/8/2021	Big Denweeds Friendly Ca				3,464.00
	M Street catering for Client's lunch.						
2	12/8/2021	12/9/2021	Wipflillp				875.00
	In-Depth Training on OMB's Uniform Guidance.						
3	12/16/2021	12/20/2021	Travelodge				884.80
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
4	12/16/2021	12/20/2021	Travelodge				150.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
5	12/17/2021	12/20/2021	La Costa Mariscos Inc				226.64
	Lunch provided for Staff Development Day.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	12/17/2021	12/20/2021	Tap Series Training				9.95
	California Food Handler Training.						
7	12/22/2021	12/24/2021	Travelodge				856.80
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
8	12/23/2021	12/24/2021	Costco Whse #0688				90.92
	Snacks provided for Staff Development Meeting.						
9	12/24/2021	12/27/2021	Travelodge				952.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						

Transaction Count: 9

Total: 7,510.11

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Susana Magana	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/18/2021	12/20/2021	The Blvd				142.35
	Lunch for MCAP Staff Development Day.						
2	12/18/2021	12/20/2021	The Blvd				145.87
	Lunch for MCAP Staff Development Day.						

Transaction Count: 2

Total: 288.22

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Traco Matthews	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-3726	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/8/2021	12/9/2021	Target.Com				48.25
	Accidental personal purchase, to be paid back by employee Vanessa Nevarez.						
2	12/8/2021	12/9/2021	Wipflillp				850.00
	In-Depth Training on OMB's Uniform Guidance.						
3	12/10/2021	12/13/2021	Woolgrowers Restaurant				150.00
	Lunch provided for Staff Development Day.						
4	12/23/2021	12/24/2021	Jalisco Meat Market				680.00
	Lunch for Staff Development Day.						

Transaction Count: 4

Total: 1,728.25

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Tracy Webster	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/8/2021	12/9/2021	Wipflillp				850.00
	Gabrielle Uniform Guidance training on January 11, 2022 - January 13, 2022						
2	12/21/2021	12/22/2021	Long Beach Area Chamber O				150.92
	Payroll needs a current version of the California Labor Law Digest for 2022 In 2021, California significantly revised how meal premium pay affects the regular rate of pay calculation for overtime Eric						

Transaction Count: 2

Total: 1,000.92

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 12/1/2021 - 12/31/2021

Statement Summary

Name	Yolanda Gonzales	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	**Currency**	US Dollar
Reporting Period	12/1/2021 - 12/31/2021		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	11/30/2021	12/1/2021	Everychild California				129.00
	Purchase Everychild California			Carol Hendricks' registration for virtual conference on 12/15: Essentials for Learning center-based contracts.			
2	12/22/2021	12/23/2021	Foodsco #0365				19.99
	Purchase Foodsco #0365			Diaper purchase for Pete H. Parra EHS center. Reason for the purchase: Child has a Dr. note on file and needs special diapers. These diapers could only be found at FoodsCo.			

Transaction Count: 2

Total: 148.99

Employee Signature **Date**

Authorized Approver Signature **Date**

COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022 (10 OF 12 MONTHS OR 83.3%)

Line Item	2021/22 Budget	3/1/21 - 12/31/21 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,272,351	837,828	65.8%	434,523
Head Start Subsidy	623,738	913,671	146.5%	(289,933)
Total Revenue	1,896,089	1,751,499	92.4%	144,590
Expenditures (Note B)				
Salaries	605,614	484,486	80.0%	121,128
Benefits	187,409	142,800	76.2%	44,609
Vehicle Gasoline, Repair/Maintenance	51,300	38,814	75.7%	12,486
Space Costs	94,700	98,855	104.4%	(4,155)
Supplies - Office & Food Service	86,000	99,410	115.6%	(13,410)
Equipment Repair/Maintenance & Lease	38,000	19,592	51.6%	18,408
Communication	13,000	11,674	89.8%	1,326
Risk Insurance	12,700	13,924	109.6%	(1,224)
Printing	1,000	469	46.9%	531
Hiring & Employee Costs	100	696	696.0%	(596)
First Aid	500	292	58.4%	208
Raw Food/Vended Meals	586,803	671,340	114.4%	(84,537)
Sub Total	1,677,126	1,582,352	94.3%	94,774
Adult Meals Prepared	51,251	94,350	184.1%	(43,099)
Indirect	167,712	74,797	44.6%	92,915
Total Expenditures	1,896,089	1,751,499	92.4%	144,590

	Prior Period	DECEMBER 2021	Cumulative
Total Meals Prepared and Vended (Note C)	505,419	52,735	558,154
Total Meals Claimed	265,724	26,308	292,032
Difference	239,695	26,427	266,122

Percentage Claimed to Prepared/Vended		49.9%	52.3%

Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.
Note B: Expenditures are for meals prepared, including vended meals.
Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (5 OF 12 MONTHS = 41.67%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	$ 571,122	$ 754,613	$ 807,201	$ 806,953	$ 810,000								$ 3,749,889		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	$ -		
Net Provider Payments	$ 571,122	$ 754,613	$ 807,201	$ 806,953	$ 810,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,749,889	85.74%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**7,907,363**		**47.42%**
Administration & Support Services Revenue															
Provider Payments	$ 571,122	$ 754,613	$ 807,201	$ 806,953	$ 898,581	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,838,470		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%		
Revenue Earned	$ 121,147	$ 160,069	$ 171,224	$ 171,172	$ 190,608	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 814,220		
Program Administration/Support Services Costs	81,056	78,427	77,608	55,074	76,768							-	368,933	8.44%	
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,549	93,257							-	404,988	5.83%	
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)		
Total Operating Costs	$ 135,388	$ 160,909	$ 164,975	$ 142,623	$ 20,025	$ -	$ -	$ -	$ -	$ -	$ -	-	623,922	14.26%	
Revenue Earned Over/(Under) Costs	$ (14,241)	$ (840)	$ 6,249	$ 28,548	$ 170,583	$ -	$ -	$ -	$ -	$ -	$ -	-	190,299		
TOTAL COSTS - NET OF FAMILY FEES	$ 706,511	$ 915,522	$ 972,176	$ 949,577	$ 830,025	$ -	$ -	$ -	$ -	$ -	$ -	$ -	4,373,810	100.00%	

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

Provider payments	3,749,889
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	795,430

Note 2: The maximum reimburseable 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	239,617	2.50%
Maximum Reimbursable Amount (MRA)	9,584,682	100.00%

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (6 OF 12 MONTHS = 50.00%)

	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	4,932	4,992	4,693	5,360							29,277	
Reimbursement Rate per Child per Day	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	
Revenue Earned	$ 231,039	$ 248,345	$ 254,265	$ 257,347	$ 241,937	$ 265,511	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,498,443	**42.39%**
Maximum Reimburseable Amount (MRA)													**$3,535,022**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%	98.33%	98.49%								**98.54%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	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	5,515	6,143							27,910	
Reimbursement Rate per Child per Day	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X $51.87	
Revenue Earned	$ 152,344	$ 155,435	$ 233,776	$ 301,418	$ 286,057	$ 306,239	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,435,270	**31.36%**
Maximum Reimburseable Amount (MRA)													**$4,577,394**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%	98.76%	97.71%								**98.68%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%								100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	93	84	96	87	62	125							547	
Reimbursement Rate per Child per Day	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	X $51.55	
Revenue Earned	$ 4,807	$ 4,307	$ 4,927	$ 4,480	$ 3,196	$ 6,217	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,934	**10.63%**
Maximum Reimburseable Amount (MRA)													**$262,661**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%	98.21%	95.96%								**99.10%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%								100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimburseable amount is per the 2021/22 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/21 - 6/30/22 (6 OF 12 MONTHS = 50.00%)

	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-1242)														
Adjusted Days of Enrollment - Certified	1,751	1,856	1,817	1,870	1,537	1,498							10,328	
Reimbursement Rate per Child per Day	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	
Revenue Earned	$ 80,580	$ 85,430	$ 83,641	$ 86,058	$ 70,726	$ 68,950	$ -	$ -	$ -	$ -	$ -	$ -	$ 475,385	**16.67%**
Maximum Reimburseable Amount (MRA)													**$2,852,203**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.60%	99.91%	100.00%	98.73%	99.67%	98.22%								**98.54%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%								100.00%

1

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

Note 2: Source of reimbursement rate per child per day and maximum reimburseable amount is per the 2021/22 Cooperative Agreement with the San Joaquin County Office of Educatior

Division/CFO: Tracy Webster, CFO **Month/Year:** December-2021

Program/Work Unit: Not Applicable **Director of Finance:** Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	December-2021		Year to Date 03/1/21 -12/31/21	
Description	**Number**	**Amount**	**Number**	**Amount**
Bank Deposits	19	2,874,477	148	27,356,591
Wire Deposits	10	595,434	114	7,241,344
Head Start/IRS Drawdowns	4	3,497,268	46	31,743,211
Vendor Checks Issued	1577	4,058,130	7,603	22,555,818
Payroll Disbursed		4,529,500		31,604,512
Grant Reports Prepared	27		321	
CalFresh Outreach				
CalFresh SSI				
City of Bakersfield Homeless Housing & Prevention				
CMAP				
CSBG Cares				
CSBG Discretionary				
CSBG 2021				
Differential Response				
Energy Upgrade CA Program - 211				
ESG CARES Act Homeless				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Ridgecrest Family Resource				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
Housing for the Harvest				
HUD				
LIHEAP CARES				
MCAP Fiscal Report & Caseload				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS 211 RENTAL ASSISTANCE				
WIC				

Total Division Staffing 21 positions + 1 Temp (1 vacancy)

CFO
Director of Finance
Finance Administrator
Payroll/HRIS Manager
Accounting Manager
Accounting Manager - Energy
Accountant (4)
Accounting Technician (4)
Accounting Specialist
Fiscal Technician (2)
Payroll Specialists (3)
Administrative Assistant to CFO

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)

AS OF FEBRUARY 28, 2021

ASSETS	
Cash in Bank	6,762,684
Cash - Vacation Reserve	977,652
Petty Cash	-
Accounts Receivable	2,315,161
Travel Advance	-
Prepaid Expense	600,014
Inventory	1,212,729
Net Fixed Assets - Unrestricted	1,342,146
Net Fixed Assets - Restricted	9,098,075
Total Assets	22,308,463
LIABILITES AND NET ASSETS	
Accounts Payable	2,353,644
Accrued Expenses	841,483
Accrued Vacation	1,663,810
Line of Credit	-
Note Payable	1,473,224
Advance Payable	327,594
Deferred Revenue	772,005
Total Liabilites	7,431,760
Total Net Assets	14,876,703
Total Liabilities and Net Assets	22,308,463

STATEMENT OF OPERATIONS (UNAUDITED)

FOR THE PERIOD MARCH 1, 2020 TO FEBRUARY 28, 2021

REVENUE	
Grant Revenue	73,646,271
Donations	41,912,199
Other Revenue	1,713,706
In-Kind	350,624
Total Revenue	117,622,800
EXPENDITURES	
Salaries	32,643,960
Benefits	9,275,266
Travel	264,341
Space Costs	6,350,848
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	350,624
Total Expenditures	116,646,043
Net Change in Assets	976,758
Net Assets, beginning	13,899,945
Net Assets, ending	14,876,703

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)

AS OF DECEMBER 31, 2021

ASSETS	
Cash in Bank	7,391,351
Cash - Vacation Reserve	1,055,724
Petty Cash	-
Accounts Receivable	1,810,712
Travel Advance	24,390
Prepaid Expense	374,241
Inventory	1,202,131
Net Fixed Assets - Unrestricted	1,072,088
Net Fixed Assets - Restricted	8,796,173
Total Assets	21,726,809
LIABILITES AND NET ASSETS	
Accounts Payable	1,155,732
Accrued Expenses	385,997
Accrued Vacation	1,055,166
Line of Credit	-
Note Payable	1,138,114
Advance Payable	1,960,805
Deferred Revenue	(624,084)
Total Liabilites	5,071,730
Total Net Assets	16,655,080
Total Liabilities and Net Assets	21,726,810

STATEMENT OF OPERATIONS (UNAUDITED)

FOR THE PERIOD MARCH 1, 2021 TO DECEMBER 31, 2021

REVENUE	
Grant Revenue	66,769,969
Donations	272,832
Other Revenue	6,594,105
In-Kind	6,871,926
Total Revenue	80,508,833
EXPENDITURES	
Salaries	30,239,312
Benefits	7,901,667
Travel	352,572
Space Costs	9,623,805
Supplies	2,436,939
Consultant/Contract Services	2,548,868
Other Costs	2,832,747
Program Costs	10,102,902
Capital Expenditures	367,474
Indirect	5,452,244
In-Kind	6,871,926
Total Expenditures	78,730,456
Net Change in Assets	1,778,377
Net Assets, beginning	14,876,703
Net Assets, ending	16,655,080

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 12-31-21 (83.3%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,932,538	27,505,745	11,426,793	71%
BENEFITS	11,352,568	7,262,222	4,090,346	64%
TRAVEL	723,003	367,509	355,494	51%
SPACE COST	8,679,577	8,633,174	46,403	99%
SUPPLIES	2,639,488	2,287,116	352,372	87%
EQUIPMENT	291,353	592,337	(300,984)	203%
CONSULTANT/CONTRACT SERVICES	4,224,507	1,895,997	2,328,510	45%
OTHER COSTS	2,571,193	2,272,042	299,151	88%
PROGRAM COSTS	11,336,024	9,527,818	1,808,206	84%
INDIRECT	7,471,110	5,352,287	2,118,823	72%
TOTAL	88,221,361	65,696,246	22,525,115	74%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 12-31-21 (83.3%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	28,385,371	21,150,451	7,234,920	75%
BENEFITS	8,621,872	5,723,726	2,898,146	66%
TRAVEL	481,785	192,476	289,309	40%
SPACE COST	6,895,025	6,774,935	120,090	98%
SUPPLIES	1,650,819	1,536,568	114,251	93%
EQUIPMENT	249,000	66,190	182,810	27%
CONSULTANT/CONTRACT SERVICES	1,383,171	607,565	775,606	44%
OTHER COSTS	1,134,919	1,087,771	47,148	96%
PROGRAM COSTS	7,854,382	7,825,440	28,942	100%
INDIRECT	4,918,173	4,035,838	882,335	82%
TOTAL	61,574,517	49,000,962	12,573,555	80%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 12-31-21 (83.3%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,972,150	2,645,847	1,326,303	67%
BENEFITS	1,132,141	678,295	453,846	60%
TRAVEL	98,318	98,452	(134)	100%
SPACE COST	698,065	878,356	(180,291)	126%
SUPPLIES	310,315	371,631	(61,316)	120%
EQUIPMENT	-	432,493	(432,493)	Not budgeted
CONSULTANT/CONTRACT SERVICES	594,403	348,248	246,155	59%
OTHER COSTS	392,841	384,010	8,831	98%
PROGRAM COSTS	1,451,836	1,258,282	193,554	87%
INDIRECT	728,776	530,131	198,645	73%
TOTAL	9,378,845	7,625,745	1,753,100	81%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 12-31-21 (83.3%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,936,728	1,263,937	672,791	65%
BENEFITS	443,603	287,363	156,240	65%
TRAVEL	62,566	15,889	46,677	25%
SPACE COST	228,147	159,821	68,326	70%
SUPPLIES	95,424	53,285	42,139	56%
EQUIPMENT	8,603	-	8,603	0%
CONSULTANT/CONTRACT SERVICES	1,623,380	637,953	985,427	39%
OTHER COSTS	796,060	442,103	353,957	56%
PROGRAM COSTS	722,281	200,065	522,216	28%
INDIRECT	590,819	297,523	293,296	50%
TOTAL	6,507,611	3,357,939	3,149,672	52%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 12-31-21 (83.3%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,352,398	1,577,780	1,774,618	47%
BENEFITS	801,121	343,374	457,747	43%
TRAVEL	33,264	39,976	(6,712)	120%
SPACE COST	687,660	590,266	97,394	86%
SUPPLIES	483,773	246,568	237,205	51%
EQUIPMENT	33,750	93,653	(59,903)	277%
CONSULTANT/CONTRACT SERVICES	275,443	154,190	121,253	56%
OTHER COSTS	153,543	304,081	(150,538)	198%
PROGRAM COSTS	1,276,858	157,848	1,119,010	12%
INDIRECT	690,452	325,347	365,105	47%
TOTAL	7,788,262	3,833,082	3,955,180	49%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 12-31-21 (83.3%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,193,191	819,018	374,173	69%
BENEFITS	334,364	221,401	112,963	66%
TRAVEL	28,920	20,716	8,204	72%
SPACE COST	168,480	227,498	(59,018)	135%
SUPPLIES	80,157	77,536	2,621	97%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	285,610	67,499	218,111	24%
OTHER COSTS	49,420	40,652	8,768	82%
PROGRAM COSTS	30,667	86,184	(55,517)	281%
INDIRECT	517,047	148,454	368,593	29%
TOTAL	2,687,856	1,708,958	978,898	64%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 12-31-21 (83.3%)

	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	2,298	(98)	104%
SUPPLIES	19,000	1,528	17,472	8%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	62,500	80,541	(18,041)	129%
OTHER COSTS	44,410	13,426	30,984	30%
PROGRAM COSTS	-	-	-	0%
INDIRECT	25,843	14,994	10,849	58%
TOTAL	284,270	169,561	114,709	60%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2021/22
BUDGET TO ACTUAL - 03/01/21 TO 12/31/21 (10 OF 12 MONTHS = 83%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 7,471,110**	**$ 5,352,287**	**71.6%**	**$ 2,118,823**
Expenditures				
Salaries	3,983,144	3,054,541	76.7%	928,603
Benefits @ 23.6% actual	931,312	665,450	71.5%	265,862
Total Personnel Costs	4,914,456	3,719,991	75.7%	1,194,465
Operating Costs				
Travel	62,350	34,027	54.6%	28,323
Space Costs	206,370	246,613	119.5%	(40,243)
Supplies	150,200	117,233	78.1%	32,967
Equipment	196,000	217,253	110.8%	(21,253)
Consultant/Contract	956,000	645,394	67.5%	310,606
Other Operating Costs	352,750	481,210	136.4%	(128,460)
Total Operating Costs	1,923,670	1,741,730	90.5%	181,940
Total Expenditures	**$ 6,838,126**	**$ 5,461,721**	**79.9%**	**$ 1,376,405**
Excess (Deficit) Indirect Revenue	**$ 632,984**	**$ (109,434)**		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	$ 1,262,307	$ 909,722	72.1%	$ 352,585
Operations	2,324,790	1,900,403	81.7%	424,387
Executive	1,133,815	972,920	85.8%	160,895
Program Administration	330,664	212,511	64.3%	118,153
Finance	1,786,550	1,466,163	82.1%	320,387
	$ 6,838,126	$ 5,461,721	79.9%	$ 1,376,405

Prepared Date: 1/13/2022

DATE	January 20, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 588 018 112#

Audit & Pension Committee Minutes

Per Governor's Executive Order N-25-20, 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**

   Committee Chair Mike Maggard called the meeting to order at 12:10 pm at via Tele-Conference and from at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll call was taken with a quorum present.

   Present: Mike Maggard (Chair), Maritza Jimenez, and Yolanda Ochoa

   Absent: Joe Garcia, Craig Henderson

   Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander, Director of Finance; Freddy Hernandez, Director of Youth & Community Services; Traco Matthews, Chief Program Officer; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; Tracy Webster, Chief Financial Officer; other CAPK staff; Tom Ming from Pensionmark; Shannon Webster and Nancy Belton from Daniels Phillips Vaughn & Bock.

3. **Approval of Agenda**

   Motion was made and seconded to approve the Audit & Pension Committee meeting agenda for January 20, 2022. Carried by unanimous vote (Ochoa/Jimenez).

4. **Public Forum**

   No one addressed the Committee.

5. **New Business**

   a. Pension Plan Update: 2021 Q3 and Year-End Review – Tracy Webster, Chief Financial Officer and Tom Ming from Pensionmark – ***Action Item***

      Tom Ming presented the Committee with the above pension plan update for approval and gave an overview of the portfolio returns for Q3 and said the market has been very advantageous for CAPK employees. Tom reported that 178 employees have enrolled in the Personal Financial Portal that provides a wealth of educational tools. Tom also provided the training schedule for 2022.

Maritza Jimenez asked if employees are able communicate with Pensionmark staff outside of the training provided. Tom reported that there are an average of 2-3 employees that call per week, and they have full access to Tom's local office and the main home office.

Maritza also asked if Pensionmark has a Q&A sheet to offer employees, so they know what questions to ask about their retirement plan? Tom said the Webinar Series provides some information and following the Webinar, there is a question and answer period. Tracy Webster also said that Payroll and HR does outreach to employees and said that the virtual meeting opportunities have increased enrollment and employee engagement.

Motion was made and seconded to approve the Pension Plan Update for Q3 and the Year-End Review for 202. Carried by unanimous vote (Jimenez/Ochoa).

b. Daniells Phillips Vaughn & Bock Presentation of the Independent Audit Reports for the Year Ended February 28, 2021 and the Special Purpose Financial Statements for the Year Ended June 30, 2021 – Tracy Webster, Chief Financial Officer and Shannon Webster and Nancy Belton from DPVB – ***Action Item***

Tracy Webster took a moment to express her appreciation for the DPVB team for their willingness to complete the majority of the audit virtually due to COVID outbreaks on both sides. Nancy Belton stated her appreciation to the CAPK staff for their efforts to provide the data requested electronically.

Nancy Belton began by reminding the Committee that everything seen in the reports are the responsibility of management, not the auditors. Only materials with DPVP letterhead are the responsibility of the audit team. The purpose of the presentation to the Committee is to provide the results of the following audit reports:

- Audit Report for Community Action Partnership of Kern for the year ended February 28, 2021
- Special Purpose Audit Report for Community Action Partnership of Kern for the year ended June 30, 2021
- Audit Report for Community Action Partnership of Kern Pension 401(a) Plan for the year ended February 28, 2021
- Audit Report for Community Action Partnership of Kern 403(b) Plan for the year ended December 31, 2020
- Report to the Audit Committee
- Form 990 – Return of Organization Exempt from Income Tax for the year ended February 28, 2021

The first four reports were clean audit opinions, which is very good. Some notable highlights are on the first report, CAPK's total assets are about $24 million with total liabilities around $10 million, leaving a net asset or book value net worth of $14 million, and that's a really strong financial position. Of the $14 million in net assets, a very small portion of those funds are restricted. Nancy said that it is a great accomplishment, especially for a nonprofit organization, to have that level of ratio of total assets to net assets, and something the Board and Staff should be very proud of.

In regard to findings, Nancy reported that there were two findings in relation to the $63 million in federal awards for the fiscal year, which is not the least bit unusual for an organization of this size and complexity. Nancy also said it is an extremely low number of findings, and almost impossible to not have anything, and it is merely a misstep and nothing to be concerned about.

The last report is to the Audit Committee and lists a variety of required communications, that reports controls over cash disbursements, and controls over payroll.

The other deliverable is the Form 990, which was electronically filed.

Mike Maggard asked Nancy to be present at the upcoming Board of Directors meeting on Wednesday, January 26th to present this report to the full Board. Nancy agreed and will be available to make the presentation.

Nancy thanked Tracy Webster and the Finance team for their professionalism throughout the duration of the virtual audit and said that CAPK is not only financially successful, but she and appreciates all of the great work being done in the community. Mike Maggard thanked Nancy for recognizing staff and for CAPK's service to the community.

Motion was made and seconded to recommend Board approval of the Independent Audit Reports for the Year Ended February 28, 2021 and the Special Purpose Financial Statements for the Year Ended June 30, 2021. Carried by unanimous vote (Ochoa/Jimenez).

c. Department of Community Services and Development, Community Services Division (CSD) Desk Review of CARES Contract #20F-3654 – Tracy Webster, Chief Financial Officer - ***Info Item***

Tracy Webster reported that CSD completed a virtual desk review and said no findings were reported. Noteworthy, CSD is doing monitoring on the CARES contract on a quarterly basis so they can verify validity of costs, so the level of monitoring is high.

d. WIC Program Single Audit Report Review for Fiscal Year 2020 – Susana Magana, Director of Health & Nutrition – ***Info Item***

Tracy Webster presented the above Info Item to the Committee, with no action required. Tracy stated that the review was done remotely.

e. Department of Health & Human Services Audit Report Number A-09-22-53268 – Susana Magana, Director of Health & Nutrition – ***Info Item***

Tracy Webster presented the above info item to the Committee, with no action required.

6. <u>Committee Member Comments</u>

Mike Maggard asked if either Jeremy Tobias or Tracy Webster had any comments prior to seeking comments from the Committee.

- Tracy Webster said it was a good thing for the Finance Division to have a fresh set of eyes on the audit perspective. Having a new audit firm was very refreshing and they asked questions that had not been asked before and staff greatly appreciates having this new perspective.
- Yolanda expressed her thanks and said the audit looks great.
- Maritza thanked staff for the great work and expressed gratitude for those working remotely to accomplish such a high standard of excellence.

7. Next Scheduled Meeting

Audit & Pension Committee
12:00 pm
Thursday, April 21, 2022
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 12:55 pm.

CAPK

Audit & Pension Committee Meeting

January 20, 2022

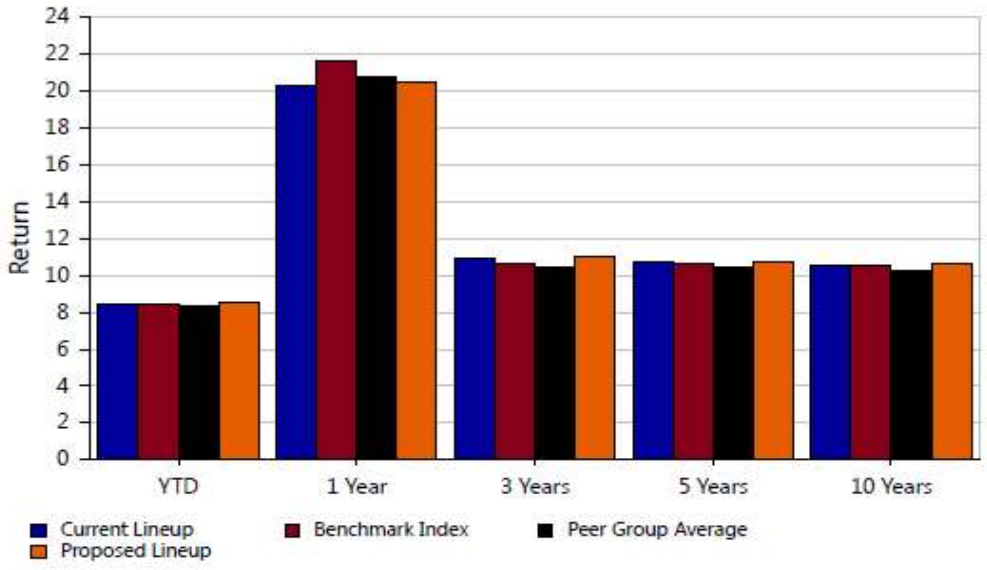


Pensionmark

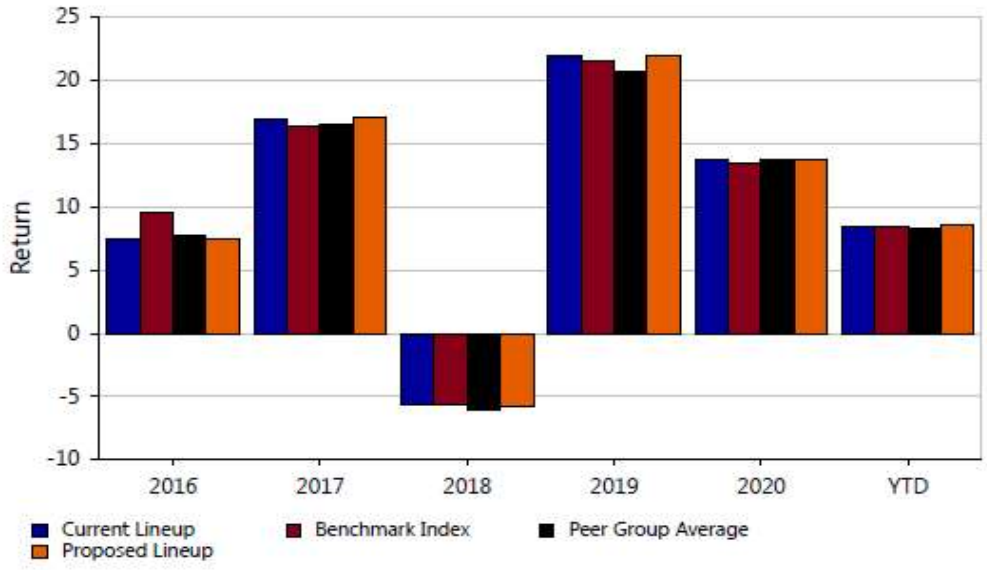
Pensionmark Financial Group, LLC ("Pensionmark") is an investment adviser registered under the Investment Advisers Act of 1940. Financial Advisors at Pensionmark may also be registered representatives of CapFinancial Securities, LLC (member SIPC), which is affiliated with Pensionmark through common ownership.

PORTFOLIO | RETURNS

Annualized Returns



Calendar Year Returns



Trailing Returns

	YTD	1 Year	3 Years	5 Years	10 Years	Net Exp.Ratio
Current Lineup	8.41	20.31	10.93	10.74	10.58	0.21
Benchmark Index	8.39	21.59	10.67	10.65	10.49	NA
Peer Group Average	8.36	20.78	10.45	10.46	10.24	0.77
Proposed Lineup	8.50	20.46	10.97	10.77	10.60	0.21

Calendar Year Returns

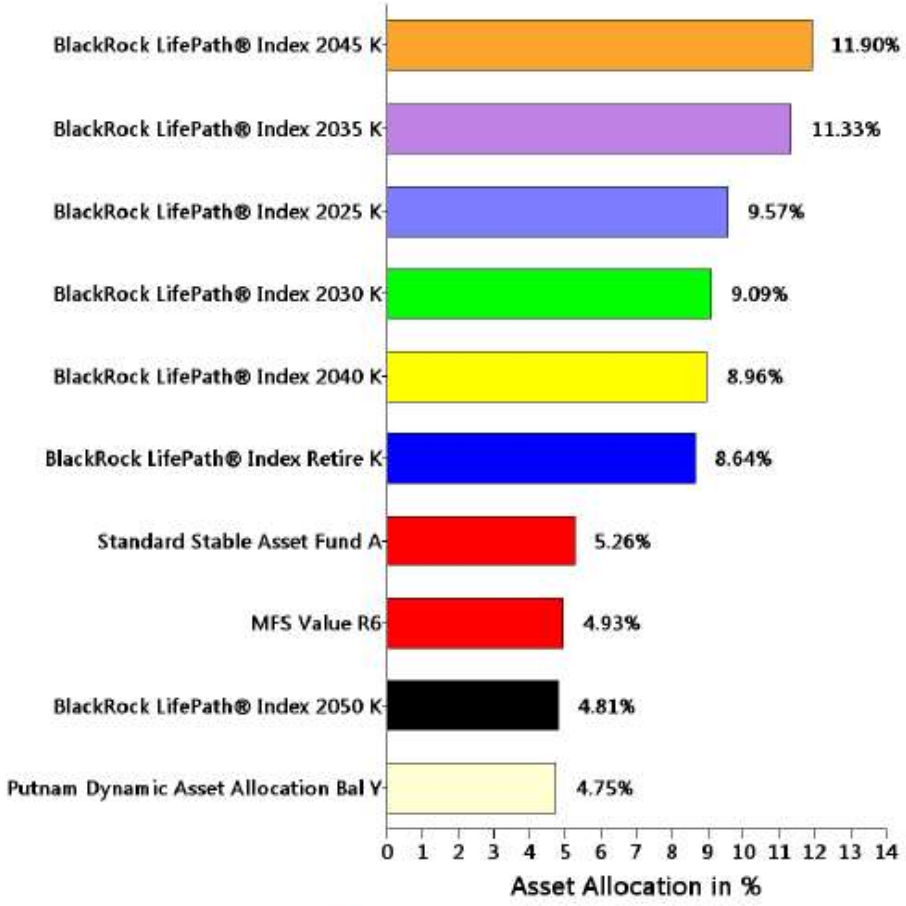
	2016	2017	2018	2019	2020	YTD	Net Exp.Ratio
Current Lineup	7.51	16.99	-5.70	21.90	13.69	8.41	0.21
Benchmark Index	9.49	16.38	-5.70	21.53	13.40	8.39	NA
Peer Group Average	7.78	16.46	-6.07	20.73	13.79	8.36	0.77
Proposed Lineup	7.51	17.02	-5.72	21.90	13.76	8.50	0.21

The Benchmark Index is constructed utilizing the underlying indexes of the Plan's investment options weighted in proportion to the asset allocation of the Plan. The underlying indexes are illustrated on the standardized performance pages of the report. For source information, please see the "Important Disclosures" section of this report.

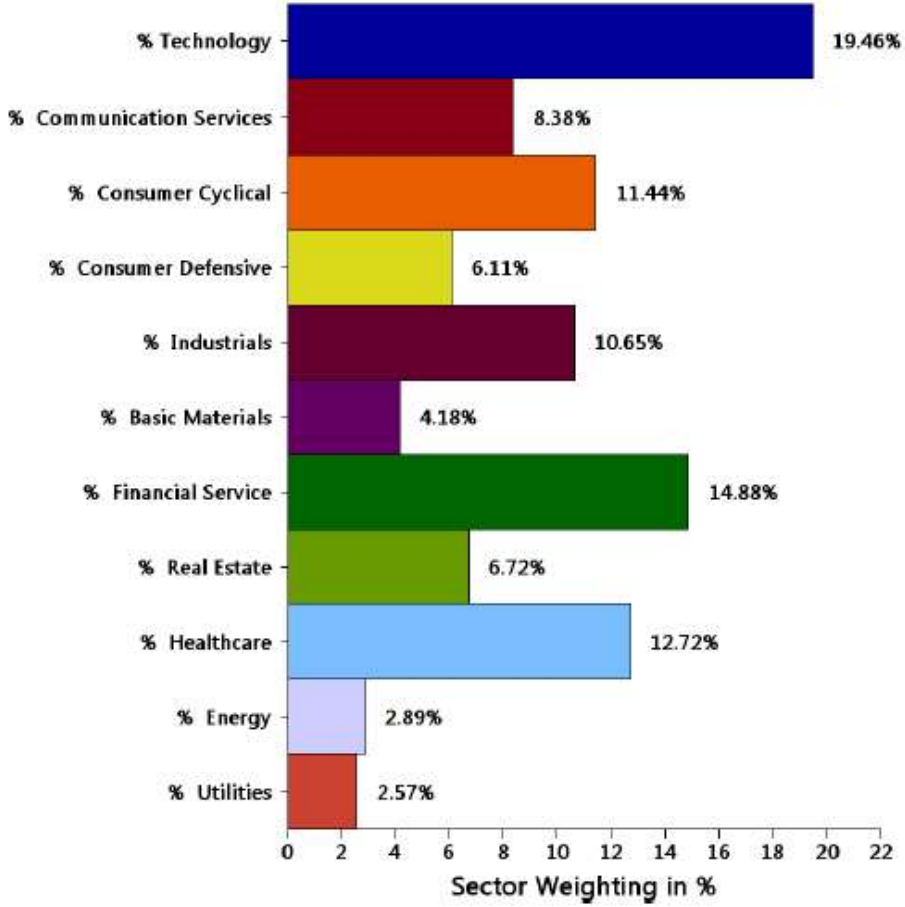
The performance data quoted represents past performance. Past performance does not guarantee future results. Investment return and principal value will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information quoted. The performance quoted reflects the reinvestment of dividends and capital gains and is net of all expenses. To obtain current month-end performance information, please contact the phone number located in the "Important Disclosures" section of this report.

PORTFOLIO | HOLDINGS & SECTOR ALLOCATION

Top 10 Holdings



Sector Allocation



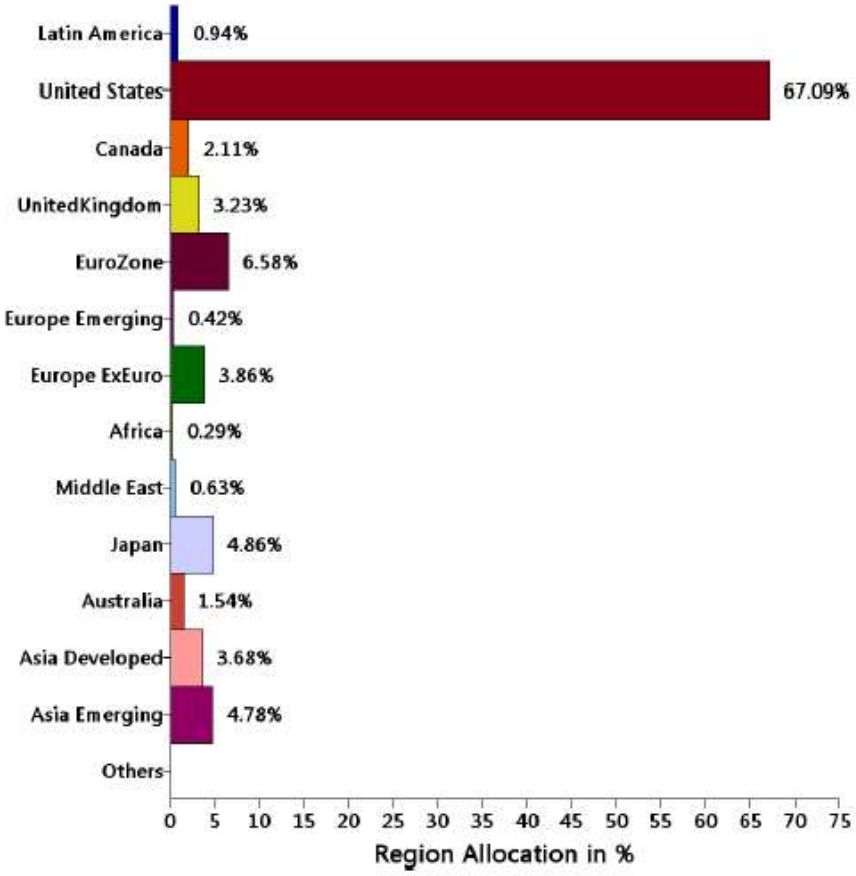
For source information, please see the "Important Disclosures" section of this report.

CAPK

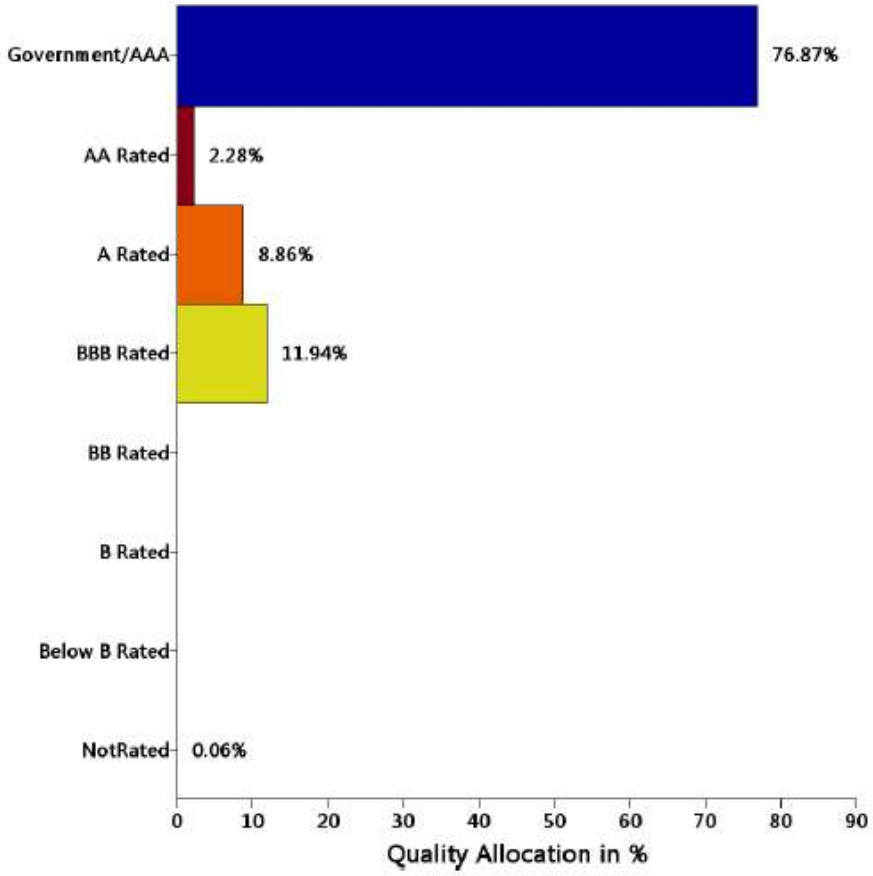
PORTFOLIO | REGION & QUALITY ALLOCATION

Pensionmark

Region Allocation



Quality Allocation



For source information, please see the "Important Disclosures" section of this report.

Personal Financial Portal

178

Employees enrolled in
the
Personal Financial Portal



Organizer
Connect all your accounts for a consolidated view of your entire financial picture

Budgeting
Know how much you are spending and where and set budgets to help reach your savings goals

Goals
See if you're on track to reach your most important financial goals (retirement, buying a house, paying for college, etc.)

Investments
Interactive charts and detailed views help monitor all financial accounts

Mobile
A complete financial picture available on your smart phone

Vault
Safely store your most important financial documents, accessible 24/7.

Personal Financial Portal Sign Up Sheet

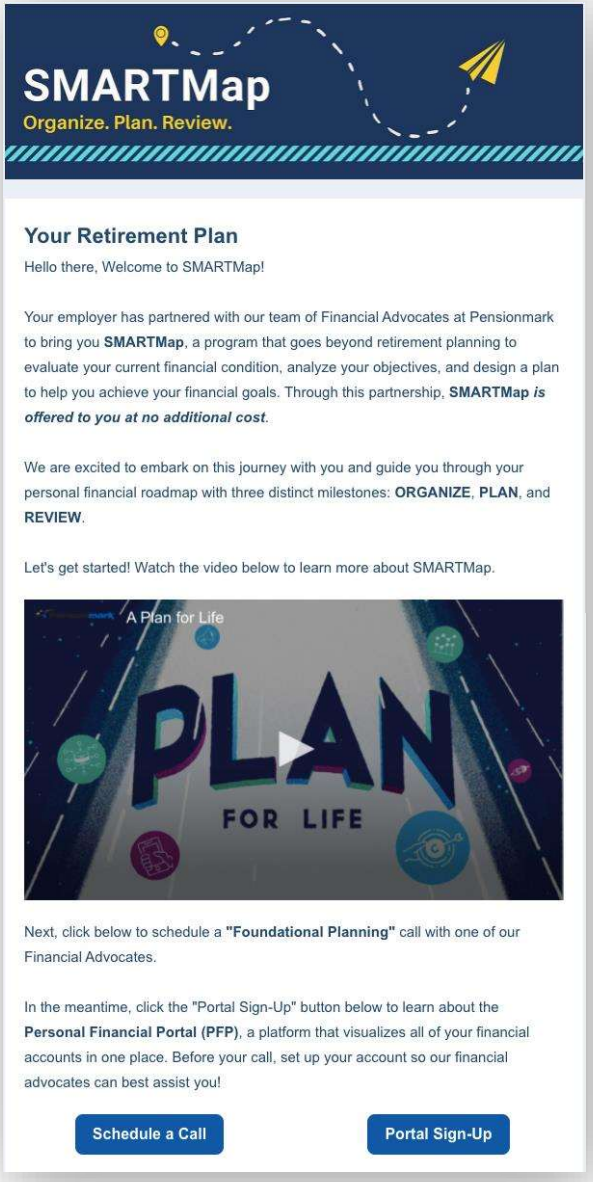
2022 Educational Calendar

- January 11th-Noon- The Standard Webinar
- February 8th Noon- Pensionmark Webinar
- **April 12th In Person Meetings (Bakersfield)**
- May 10th Noon- The Standard Webinar
- August 9th Noon - Pensionmark Webinar
- **September 20th In Person Meetings (Stockton)**
- October 11th Noon – The Standard Webinar
- **November- Open Enrollment**
  - **Recorder Webinar on the 403(b) & 401(a) Plan Highlights "Get Started Now"**
- December- TBD

SMARTMap Financial Advocates Help Every Step of the Way

- Setting up Financial Website
  - Website demo, mobile demo, linking financial accounts, personal profile, risk tolerance.
- Needs analysis
  - Annuity income, asset protection, disability, and insurance needs.
- Budget/Spending
- Goal setting and simulation:
  - Retirement Planning
  - Education
  - Estate planning/home improvement
  - Elder care
  - Travel
- Asset Allocation within retirement plan
- Financial plan report (initial and annual)

SMARTMap Resources



SMARTMap
Organize. Plan. Review.

Your Retirement Plan

Hello there, Welcome to SMARTMap!

Your employer has partnered with our team of Financial Advocates at Pensionmark to bring you **SMARTMap**, a program that goes beyond retirement planning to evaluate your current financial condition, analyze your objectives, and design a plan to help you achieve your financial goals. Through this partnership, **SMARTMap *is offered to you at no additional cost***.

We are excited to embark on this journey with you and guide you through your personal financial roadmap with three distinct milestones: **ORGANIZE**, **PLAN**, and **REVIEW**.

Let's get started! Watch the video below to learn more about SMARTMap.

Next, click below to schedule a **"Foundational Planning"** call with one of our Financial Advocates.

In the meantime, click the "Portal Sign-Up" button below to learn about the **Personal Financial Portal (PFP)**, a platform that visualizes all of your financial accounts in one place. Before your call, set up your account so our financial advocates can best assist you!

Schedule a Call Portal Sign-Up



Hi Andralette,

This summer, our team at SMARTMap wants go back to basics and review the most important aspects of participating in the Community Action Partnership of Kern Retirement Plan. Here's our shortlist of what you need to know:

Understand How the Plan Works

The idea behind employer-sponsored plans is to deduct an amount from each paycheck to invest in mutual funds, which is then withdrawn at



Emergency Savings Accounts: Prepared for What's Ahead

Our team of Financial Advocates is ready to help you balance your current income and expenses, risk tolerance, and future goals to develop an emergency saving strategy that's just right for you.

We can help you with:

- Automating your savings goals
- Organizing all of your financial accounts in one place with the *Personal Financial Portal (PFP)*

Watch our Webinar Replay:
"Building Savings: Ready for the Road Ahead"

Listen Here!

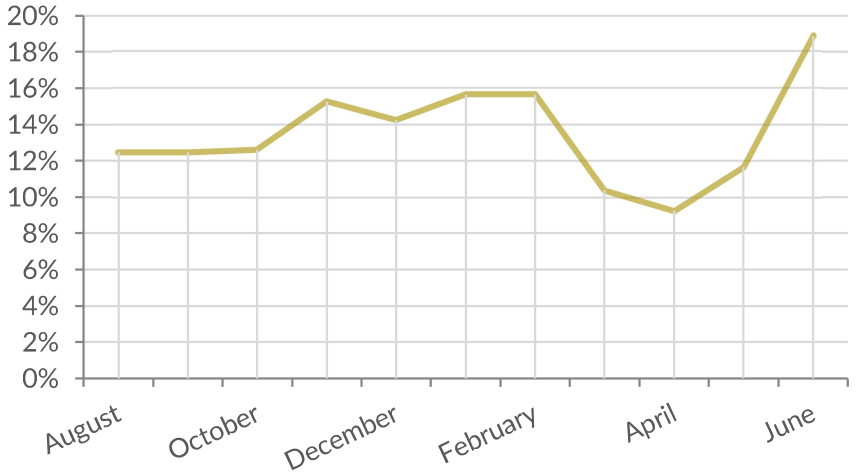
Financial Wellness Utilization Summary

947

Employees enrolled in the RetireConnect Program

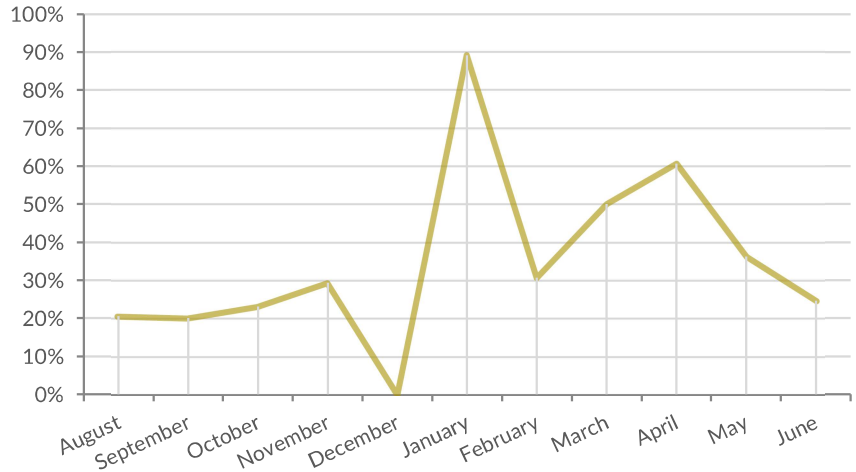
Enrolled Campaigns	
Date of Last Census Upload	5/28/2021
Frequency to Update Census	

Open Rate



21.56% Industry Average Open Rate*

Click Through Rate



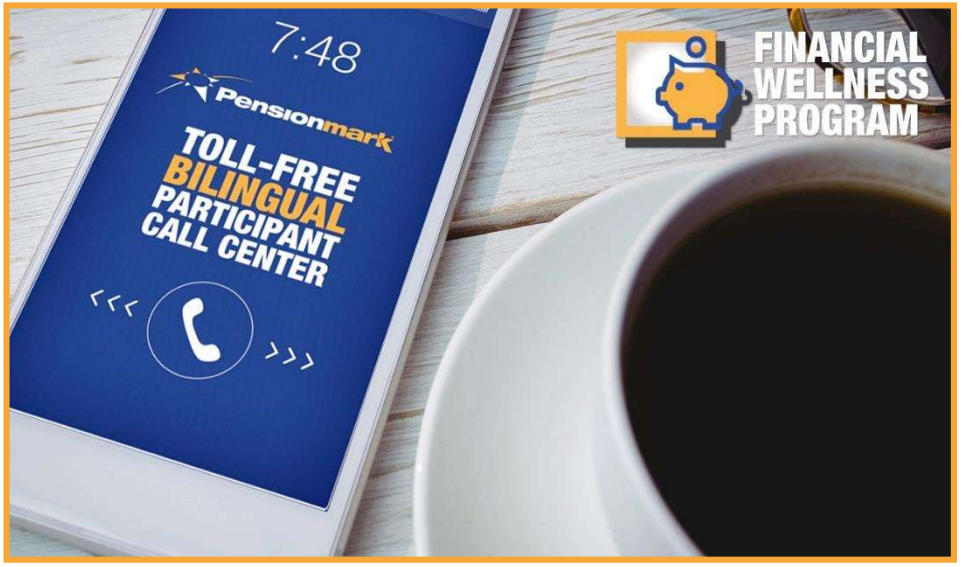
2.72% Industry Average Click Through Rate*

*Financial Services - MailChimp Stats 2019

TOLL-FREE BILINGUAL CALL CENTER

Our bilingual specialists are there to ensure your employees can

find the answers they need, when they need them



Pensionmark Support

Phone: (888) 201-5488

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

November 8, 2021

VIA ELECTRONIC MAIL ONLY

Jeremy Tobias, Executive Director
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

SUBJECT: 2021 DESK REVIEW REPORT- C-21-019

Dear Mr.Tobias:

The Department of Community Services and Development (CSD) has conducted a Monitoring Desk Review of your agency for CSBG contract 21F-4015; CSBG CARES contract 20F-3654; and the discretionary portions of CSBG contract 21F-4416 and CSBG CARES contract 20F-3654. The desk review included a review of your agency's administrative, board governance, prior monitoring reports, fiscal and programmatic documents.

For the 2021 program year, the results of the desk review have determined that your agency is in compliance with the contractual requirements and applicable federal and state laws.

Thank you for your continued dedication and commitment to serve low-income individuals and families in your local area. If you have any questions concerning the Desk Review, please contact me at (916) 576-7210 or Caleb.Gendron@csd.ca.gov.

Sincerely,

Caleb Gendron

Caleb Gendron,
Associate Governmental Program Analyst

C: Wilmer Brown Jr., Manager
CSBG Field Operations Unit

Department of Community Services and Development
Community Services Division

Agency & Report Information

Agency Name	Community Action Partnership of Kern
Agency Type	Community Action Agency-Private
Report #	C-21-019
Field Representative	Stephanie Williams
Desk Review Analyst	Caleb Gendron
Initial Contact with Agency	9/20/2021
Desk Review Completed	11/8/2021

Desk Review Documentation- Open Contract and Expenditure Progress Review

1. Review of each contract.
   - Contract #: 20F-3654
   - Term of Contract: 3/27/2020 - 5/31/2022
   - Contract Amount: $2,082,493.00
   - Percent Expended to date: 63.71%
   - Type of Contract: CARES

   - Contract #: 20F-3654
   - Term of Contract: 10/1/2021-5/31/2022
   - Contract Amount: $40,370.00
   - Percent Expended to date: 100%
   - Type of Contract: CARES Discretionary

• Contract #: 21F - 4015 • Term of Contract: 1/1/2021 – 5/31/2022 • Contract Amount: $1,535,543.00 • Percent Expended to date: 46.09% • Type of Contract: Regular CSBG	• Contract #: 21F - 4416 • Term of Contract: 6/1/2021 – 15/31/2022 • Contract Amount: $28,250.00 • Percent Expended to date: 0.00% • Type of Contract: Discretionary

Prior Monitoring

2. Review prior year's monitoring report and follow-up.
   - Type of Monitoring Report: On-site
   - Date of Report: 10/19/2020
   - Report # C-20-019

☒ There were no compliance issues identified in prior year's monitoring report

Board Composition

3. Assessment of the composition of the Agency's board of directors.

- Agency's bylaws dated 8/17/2019 require the board of directors to have fifteen (15) members and define a quorum as at least fifty percent (50%) of the non-vacant seats on the board.
- Board Roster dated 11/19/2020 indicates there are no vacancies.

Board Meeting Minutes

4. Review of the Board Minutes for timeliness and to assess the board's involvement in the development, planning, and implementation, and evaluation of the agency's programs, and to determine if a quorum was met at the meetings.
   - The three most recent Board/Council meetings:

Date of Board Meeting	Date Minutes Approved by the Board	Date Minutes Submitted to CSD	Minutes reflect Board Involvement? (Y/N)	Quorum? (Y/N)
4/28/2021	5/25/2021	6/25/2021	Y	Y
5/26/2021	6/30/2021	7/30/2021	Y	Y
6/30/2021	8/30/2021	9/15/2021	Y	Y

Programmatic Reporting

5. Programmatic Reporting
   A. Review of the Annual Report for timely submission.
      - The 2020 CSBG Annual Report was due to CSD on or before March 1, 2021
      - Agency submitted the 2020 CSBG Annual Report to CSD by March 1, 2021
      - The 2020 CSBG CARES Annual Report was due to CSD on or before July 7, 2021
      - Agency submitted the 2020 CSBG CARES Annual Report to CSD by July 7, 2021

   B. Review of the Organizational Standards state assessment report.
      - The agency is at 100%

Programmatic Performance and Alignment

6. Review the <u>most current</u> Community Action Plan, Work Plan(s), and the Annual Report for program performance and alignment.

   ☒ The agency's current work Plan is in alignment with the most recent CAP and the projections reported in eGov.

CSBG CARES Enhanced Fiscal Review Update

7. Review of the results of the monthly review EARS expenditure reports for CSBG CARES from March 2020 through June 2021 indicates 63.71% or $1,326,846.79 of $2,082,493.00 has been expended. According to CSD's monthly expenditure analysis tool, the agency is on track to fully expend the allocation by the end of the contract term.

Agency submitted a CARES workplan in May 2021. Some of the agency's planned activities include:

- The results of the monthly review EARS expenditure reports for CSBG CARES Discretionary from October 2020 through September 2021 indicates 100.00% or $40,370 of $40,370.00 has been expended.

- According to the most recent quarterly review (Month/Year) the Field Representative selected Operating Expenses, and Other Costs. The Analyst reviewed the general ledger, agency invoices, and verified that the documentation supported the transactions sampled from expenditures reported in (EARS).

☒ There were no compliance issues identified during the Enhanced Fiscal Review Process

Disaster Relief Supplemental Funding (DRSF)

☒ Not Applicable, the agency is not a DRSF Contractor

Finding(s), Observation(s), and Recommendation(s)

Finding(s): N/A

Observation(s): N/A

Recommendation(s): N/A

BETTY T. YEE
California State Controller

January 12, 2022

Tracy Webster, Chief Financial Officer
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

Re: Single Audit Report Review for Fiscal Year 2020

Dear Ms. Webster:

We completed a desk review of your Single Audit Report relative to the WIC program for the fiscal year ended 2020. We determined that the report meets the requirements for Single Audits as required by Title 2, *Code of Federal Regulations,* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Uniform Guidance prescribes the audit and reporting standards for private non-profit organizations that expend federal awards.

Your audit satisfies the financial and compliance audit requirements under the WIC program. This does not preclude state and federal agencies from conducting additional audits that are necessary to carry out their responsibilities under federal laws and regulations. State and federal agencies may contact you to arrange for additional audits.

If you have any questions regarding this letter, please contact Iryna Bush, Audit Manager, by telephone at (916) 327-5005 or by email at wicsingleaudits@sco.ca.gov.

Sincerely,



JOEL JAMES, Chief
Financial Audits Bureau
Division of Audits

cc: Tiffany Evangelista, Chief
Local Services Branch–Local Support Section
Women, Infants, and Children Division
California Department of Public Health
Ofelia Franco, Administration Section Chief
Women, Infants, and Children Division
California Department of Public Health
Cheryl Ungerman, Audit Review Unit Chief
Women, Infants, and Children Division
California Department of Public Health
Derek Robinson, Analyst
Women Infants, and Children Division
California Department of Public Health
Efren Loste, Bureau Chief
Division of Audits

DEPARTMENT OF HEALTH &. HUMAN SERVICES
Office of the Secretary

Washington, D.C 20201

2021-12-03

Report Number: A-09-22-53268

TRACY WEBSTER
COMMUNITY ACTION PARTNERSHIP OF KERN
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309

Dear TRACY WEBSTER:

We received the audit report on the Organization for the period 3/1/2020, through 2/28/2021. The report was accepted by the Federal Audit Clearinghouse on 11/30/2021 (Report ID: 906291).

There were no audit findings in this report that require formal resolution action by the Department of Health and Human Services (HHS). Please refer to the Attachment, where we have listed findings pertaining to other Federal departments and/or pass-through entities. Other Federal departments may contact you regarding audit findings and/or compliance with Federal audit requirements.

If the audit report has identified going concern issues and/or has adverse or disclaimer of opinions related to the financial statement, then we will recommend closer monitoring and increased attention by grants management staff to protect the Federal interest.

If you have any questions, please contact our office at auditresolution@hhs.gov.

Sincerely,



Robin Aldridge
Director
Audit Resolution Division

Attachment

Report Number: A-09-22-53268

The following single audit findings have been identified for resolution by Federal departments other than HHS:

Resolution Agency	Finding Number
USDA	2021-001
USDA	2021-002

Report Distribution Schedule

Report Number: A-09-22-53268

List of agency names and addresses for Federal agencies that have findings listed in the Attachment and/or are affected by the findings.

USDA
DEPARTMENT OF AGRICULTURE
MARBIE BAUGH
401 W PEACHTREE ST, NW
SUITE 2328
ATLANTA, GA 30308
(404) 594-9787
MARBIE.BAUGH@OIG.USDA.GOV

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Date: January 26, 2022

Subject: *Agenda Item V(a)* Community Development Financial Institution (CDFI) Final Assessment — **Action Item**

Since the last update on September 29, 2021, during the Board of Directors meeting, FUND Consulting has completed the Market & Organizational Needs Assessment. The needs assessment includes a market analysis of Kern County on the need and development of a Community Development Financial Institution (CDFI) and Community Development Corporation (CDC), with an emphasis on service lines that were previously identified as areas of need along with development services (i.e., financial education and business planning):

- Small Business and micro products ($100,000 or less)
- Consumer/Small Dollar Lending
- Affordable housing/down payment assistance and loan products

As mentioned in previous Board updates and through our monthly community development consortia meetings with like stakeholders, a local credit union, Valley Strong, has expressed strong interest in creating a CDFI under their operation and has requested CAPK discuss partnership opportunities. Although staff will need to further engage in discussions with Valley Strong, the intent of the partnership is to create access to services for those in low-to-moderate income communities. The type of services and expectations require further discussion.

Concurrently, staff is also interested in pursuing CDFI Certification as a new entity, based on the findings through FUND Consulting and discussions with leadership. As described in the enclosed assessment, the certification process ranges from 18-24 months as part of the planning and implementation phase, including evidencing 6-months of lending activity, acquiring support for financial obligations, and obtaining expert guidance. Through our community presence and engagement, as well as programs like Volunteer Income Tax Assistance (VITA), M Street Navigation Center, and Head Start, our clients can directly benefit from a locally established and trusted CDFI.

This activity is aligned with the 2021-2025 Strategic Plan:

Goal 3 to advance economic empowerment and financial stability for low-income people in the communities we serve:

- Objective 3.4 Increase access to economic asset enhancement and financial educational opportunities.
    - Activity 3.4.2: Identify and pursue opportunities to address financial service gaps in Kern County including the possibility of developing new, standalone asset enhancement/ financial educational program(s).

- Sub-activity 3.4.2.1. Complete ongoing assessment of financial service mapping and utilization (i.e., CDFI/CDC assessment) and identify potential gaps.
- Sub-activity 3.4.2.2. Complete internal capacity assessment to evaluate potential for delivery of new financial services.
- Sub-activity 3.4.2.3. Based on assessment findings, scope of need, and available funding, develop service delivery model to establish a new program with central focus on asset enhancement and financial education/support. CAPK will need to identify additional key action steps depending on the outcome of the assessment and the decision of the Board.

If authorized to move forward with the recommendation below, staff will utilize Goal Group 3 and provide detailed reports during the Program Review, and Evaluation (PRE) Committee, as well as to the full Board.

Recommendation
Staff recommends the Board of Directors authorize staff to move forward with discussions with Valley Strong Credit Union on partnering on the development of a CDFI program and authorize staff to continue to pursue and research opportunities for creating a CDFI, including funding to support the planning phase.

Attachment
Community Action Partnership of Kern – Market and Organizational Assessment (presentation)
FUND Consulting Market & Organizational Needs Assessment (November 2021)

CAPK 2021 Needs Assessment

PRESENTED BY FUND CONSULTING
CAITLIN SOLANDER, MANAGING CONSULTANT

CDFI/CDC Introduction

Agenda:

- Project Overview
- Assessment Findings
- Next Steps

Project Overview

- CDC & CDFI Needs Assessment designed to answer the following KRQs:
  - What is the need and demand for CDC and CDFI products and services in the market?
  - How can CAPK best address identified need and demand in the market?
  - What resources will be needed to position CAPK to address identified need and demand in the market?
- Project Phases
  - Data Collection
  - Market Needs Assessment
  - Organizational Assessment
  - Financial Modeling
  - Capitalization Planning

Assessment Findings

- There is limited CDFI activity in Kern County. Numerous CDCs with a variety of focuses operate in Kern County with a concentration in Bakersfield.
- There is need and demand for affordable financial products and financial education/credit counseling in Kern County.
  - Affordable financial products available to unbanked and underbanked households, as well as households earning income levels below the poverty level.
  - Small business financing under $100,000, consumer financing that would increase financial readiness of borrowers, and affordable home loans.
  - Services provided in multiple languages to reach all populations in county.
- There is need for partnership building across Kern County, beyond Bakersfield metro area.

Assessment Findings (cont.)

- CAPK is well-positioned to facilitate CDFI activity in Kern County, either directly or in partnership with other organizations, due to strong finances, robust staff and service offerings, and positive reputation in the community.
- CAPK is unable to meet CDFI certification requirements through the existing organization due to current program offerings that would make showing a primary focus on the delivery of financial products and development services/financial education a challenge. This primary focus is a requirement for CDFI certification.
  - To directly facilitate CDFI activity in Kern County, CAPK would need to establish a new entity through which it could apply for CDFI certification.
  - Based on CDFI Fund requirements and assessed need and demand, potential Target Markets (CDFI service areas) include county-level Black and/or Hispanic Other Targeted Populations and/or a county-level Investment Area based on CDFI Fund-qualified census tracts.

CDFI Certification Eligibility

Must meet all seven of the following certification criteria*:

- Be a **legal entity**
- Have a **primary mission** of promoting community development
- Be a **financing entity**
- Serve one or more qualified **target market(s)**
- Provide **development services** in conjunction with financing
- Establish **accountability** to its target market(s)
- Be a **non-governmental entity** (tribal governments typically excluded)

* Based on current CDFI Certification requirements. Pending changes to Certification requirements expected to be implemented in 2022.

Next Steps

- Determine how CAPK would like to move forward
  - Supporting CDFI efforts in Kern County, directly through the creation of a new entity or in partnership by providing financial education services and/or referrals to other organizations preparing to become CDFI certified.
- If it is determined CAPK would like to move forward with CDFI certification, it is recommended the organization follow the CDFI Readiness steps outlined in the Market & Organizational Needs Assessment document provided by FUND.

Questions?

Contact:

Caitlin Solander, Managing Consultant

csolander@fundconsulting.com

773-281-8845

fund consulting
Smart Decisions Powered by Reliable Data

COMMUNITY ACTION PARTNERSHIP OF KERN

MARKET & ORGANIZATIONAL NEEDS ASSESSMENT

NOVEMBER 2021

FUND CONSULTING, LLC

1165 N. CLARK ST, SUITE 608

CHICAGO, IL 60610

P. 773.281.8845

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INTRODUCTION & METHODOLOGY

Community Action Partnership of Kern (CAPK) has engaged Fund Consulting to complete a CDC & CDFI Needs Assessment. The project consists of the following phases: Data Collection, Market Needs Assessment, Organizational Assessment, Financial Modeling, Capitalization Planning, and Report and Implementation Plan Development. All phases are designed to help answer the following Key Research Questions:

1. What is the need and demand for CDC and CDFI products and services in the market?
2. How can CAPK best address identified need and demand in the market?
3. What resources will be needed to position CAPK to address identified need and demand in the market?

FUND Consulting is pleased to present the following report, which highlights key findings from the Market and Organizational Needs Assessment phases of the project.

METHODOLOGY

At the onset of the project, the FUND Consulting project team held a kick-off call with the CAPK project team on May 26, 2021 to identify the key research questions and project timeline.

FUND Consulting then conducted a scan of CAPK's internal and external environments which included:

- Review of organizational documents. FUND Consulting requested the following documents from the CAPK project team:
    - Copy of current business or strategic plans
    - Most recent audit and year-to-date internal financials
    - Description of CAPK's current service offerings and initiatives
    - List of current staff and board members
    - Copy of current org chart
    - Documented policies and procedures
        - Bylaws
        - Articles of Incorporation
        - EIN/501c3 verification
        - Marketing plans
        - HR related policies and procedure manuals/guides
        - Employee Handbook
        - Recruiting materials/policies/procedures
    - Mission statement, if not included in bylaws or other organizational documents
    - Information on partnerships with government entities and copies of existing agreements/contracts
    - Any additional documentation the CAPK team thinks would be helpful for FUND's assessment of the organization

- Collection of secondary data including information on market demographics, economy, competitive landscape, CDC & CDFI products, services, organizational structure, and policies and procedures
- Interviews with 20 key stakeholders to gain insight on need, latent demand, and market gaps
- Online customer survey, distributed via SurveyMonkey in English and Spanish to CAPK organization contacts and staff members

FUND Consulting used the data collected as part of the environmental scan to complete a Market Needs Assessment and Organizational Assessment.

The Market Needs Assessment focused on identification of economic distress, competitive landscape, and gaps in the market that will speak to need and demand for CDC and CDFI services and products.

The Organizational Assessment focused on the following:

- Analysis of all seven CDFI Certification tests;
- Analysis of activities to determine potential CDFI Target Market(s) and board members to confirm Accountability;
- Analysis of current agency programs, initiatives, financials, and staffing to determine best fit for CDC or CDFI activities, organizational structure, and staffing recommendations;
- Benchmark analysis of CDC and CDFI best practices, identification of operations and fundraising strengths and challenges.

CONCLUSIONS

Based on the Market Needs and Organizational assessments, FUND Consulting made the following conclusions:

WHAT IS THE NEED AND DEMAND FOR CDC AND CDFI PRODUCTS AND SERVICES IN THE MARKET?

- There is limited CDFI activity present in Kern County.
- There is significant need for affordable financial products available to the high percentage of households in Kern County that are unbanked or underbanked and earn incomes below the poverty level.
- There is need and demand for financial education and credit counseling services offered in multiple languages to reach all populations in the county.
- There is need and demand for all types of financing with a particular interest in small business financing under $100,000 and consumer financing that would increase the financial readiness of borrowers.
- There is expressed need for partnership building across the county, beyond the Bakersfield metro area to ensure access to and awareness of available products and services.

HOW CAN CAPK BEST ADDRESS IDENTIFIED NEED AND DEMAND IN THE MARKET?

- CAPK is a financially strong organization with robust staff and resources, making the organization well-positioned to facilitate CDFI and CDC activity in Kern County, either directly or in partnership with other organizations.
- Small business and consumer financial products and corresponding development services available to residents and business owners across Kern County would best address identified need and demand in the market.
- With current service offerings, CAPK is well-positioned to provide financial education and technical assistance in line with market need and demand.

WHAT RESOURCES WILL BE NEEDED TO POSITION CAPK TO ADDRESS IDENTIFIED NEED AND DEMAND IN THE MARKET?

- Should CAPK choose to directly provide financial products and development services to the market, the organization will need to establish a new entity through which it can achieve CDFI Certification.
    - CAPK will need to dedicate staff support and financial resources to establish the new entity and begin lending activity in line with CDFI Certification requirements. The Financial Modeling and Capitalization Planning phases of the project will help CAPK identify portfolio, financial, and operations projections based on up to three loan products and identify prospective funding sources for the organization.
- Staff support and operational resources will need to be dedicated to expanding CAPK's reach beyond the Bakersfield Metro area to ensure access and awareness of available products and services across Kern County.

MARKET NEEDS ASSESSMENT

This section includes key findings from the interviews conducted, customer survey completed, and secondary data collected as part of CAPK's environmental scan. The interview discussion guide used to conduct each interview can be found in Appendix A. Complete survey frequencies can be found in Appendix B.

INTERVIEW KEY FINDINGS

WHAT IS THE NEED AND DEMAND FOR CDC AND CDFI PRODUCTS AND SERVICES IN THE MARKET?

- The majority of interviewees were familiar with the concept of CDFIs and expressed great interest in a new CDFI dedicated to serving Kern County.
- Many interviewees named business development and small business support as top priorities.
    - Many interviewees stated there were organizations available to offer support in the logistics of starting a business, but the area does not have a consistent financial partner to help business owners move from concept to actually starting their business.
    - Further, interviewees stated there is a particular lack of institutions offering business loans under $100k.
    - Several interviewees noted that while some financial products are available to businesses, low-income individuals face challenges in accessing financing from traditional lending institutions.
    - Interviewees noted a variety of business financing needs, including start-up capital, operating funds, agriculture lending, microenterprise finance, and emergency pandemic assistance.
- Some interviewees noted that evictions and housing insecurity are top priorities for their work. They shared that home purchase assistance, both financial and educational, is needed.
- Some interviewees felt that fair and accessible financing is available, but the communities who most need these services may not be aware of these opportunities.
    - Other interviewees felt differently and shared that available financing, particularly for businesses, is not fair and accessible.
- Some interviewees noted that while demand for capital was depressed during the COVID-19 pandemic (apart from forgivable PPP loans), they have seen renewed interest in business and home lending.
    - Other interviewees felt demand for commercial financing is still low because businesses were leery of taking on more debt, especially in light of ongoing pandemic relief programs.
- Some interviewees also noted high levels of demand for consumer and home purchase lending. They suggested that demand has already rebounded after the pandemic.

- Other interviewees felt that mortgage demand is low due to a lack of safe and affordable housing units and the fact that much demand had already been met during a preceding period of relatively low interest rates.
- Some interviewees felt that while demand for mortgage financing is high, this is not reflected in the number of mortgages being extended. They suggested this is due in part to an increase in housing prices during the pandemic.

HOW CAN CAPK BEST ADDRESS IDENTIFIED NEED AND DEMAND IN THE MARKET?

- Interviewees agreed that many residents, particularly those from low-income communities, are not aware of all the resources currently available throughout Kern County .
    - Several interviewees noted that Hispanic/Latino communities have lower rates of awareness of financial services in the community due to ongoing language barriers.
    - Interviewees also noted that geography can be a barrier, particularly for those who live in more rural parts of the county. Specifically, they noted East Bakersfield, Lamont, Arvin, Weedpatch, Eastern Sierra, and Button Willow as areas in need of greater investment.
    - Several interviewees noted there is a gap in economic outcomes between different parts of the county. While the more affluent areas in western Kern County are generally able to access financial products and services, the eastern parts of the county have more trouble.
- Interviewees shared that communities that have not traditionally been well-served by government services are distrustful of new programs. The Native American and Hispanic/Latino communities were both mentioned as examples of groups where trust must be built for new initiatives to succeed.
    - Interviewees also noted that digital literacy and lack of English proficiency can be barriers for individuals who want to access financial education and capital.
    - Further, communities that do not trust traditional finance often turn to expensive and predatory alternatives, which are readily available throughout Kern County.
- Interviewees frequently noted that additional education and ongoing support is needed to help people take advantage of existing and new capital sources.

WHAT RESOURCES WILL BE NEEDED TO POSITION CAPK TO ADDRESS IDENTIFIED NEED AND DEMAND IN THE MARKET?

- Several interviewees noted that the relative wealth of pandemic emergency assistance was very helpful, but they are worried about what will happen when the new programs expire.
    - Many interviewees noted a lack of familiarity with existing resources. They suggested that a range of financial education is needed to support residents.
    - Once again, availability in multiple languages was noted as a key consideration for successful education programs. Interviewees also suggested that courses should be delivered by trusted communicators who represent the communities they serve.

- Some interviewees also noted a relative lack of education being delivered by people who represent the communities most in need of support: leadership tends to be wealthier and less diverse, which limits their ability to build trust in different communities.

- Most interviewees were familiar with some aspect of CAPK's work. Often, respondents noted that they had had very positive interactions with CAPK and hoped to continue the relationship.
  - Interviewees praised CAPK staff at the executive, administrative, and direct services levels.
  - Some interviewees also praised CAPK's relationships with a range of other organizations. They felt CAPK did a good job of reaching out to partner organizations.
  - Other interviewees felt that outreach in outlying parts of the county has been lacking. They suggested that CAPK's reach is primarily focused on Bakersfield.
  - Some interviewees felt that CAPK has not done enough to reach out to the Black community in Kern County .
  - Some interviewees also noted that while CAPK's programs are well-known, not all users are familiar with the organization itself.
  - Several interviewees added that CAPK is an expansive organization with many programs/resources beyond what they are currently aware of. This was true both of staff and residents. Interviewees added that there is not another organization in the area capable of the same scope of work.
- Many interviewees expressed enthusiasm at the idea of a de novo CDFI in Kern County and felt that CAPK is well-positioned to steer the creation of this entity.
  - Interviewees felt that CAPK's existing relationships with a range of other community organizations would facilitate the creation of a CDFI.
- Many interviewees were interested in the outcomes of CAPK's Needs Assessment. They expressed the wish that this report would help the county prioritize specific types of lending or financial support services.

SURVEY KEY FINDINGS

SURVEY RESPONDENT PROFILE

- The typical survey respondent:
  - identified as female (76.2%) and Latino or Hispanic (45.1%);
  - preferred to complete the survey in English (92.2%);
  - was approximately 46 years old;
  - had an annual household income less than $39,270 (50.7%);
  - held a high school degree or GED (39.4%);
  - was employed full-time (62.07%);
  - had a credit score above 700 (29.4%).

- The highest proportion of respondents identified as an individual (47.2%) or a developer (42.6%). Only 3.4% of respondents identified as a business owner.
- The highest proportion of residents lived in the following zip codes: 93307 (11.5%), 93301 (9.5%), and 93306 (8.0%).
- The majority of survey respondents (61.4%) shared that their financial goals had not been affected by COVID-19.

ACCESS TO FINANCIAL PRODUCTS AND SERVICES

- The majority of respondents (89.5%) had access to a checking or savings account.
- Roughly equal proportions of respondents disagreed/strongly disagreed (36.5%) or agreed/ strongly agreed (34.2%) that, "they were able to access loan products with affordable and manageable rates and terms in their community."
- Most respondents (73.4%) had not ever taken a financial education course.
    - Most respondents also disagreed/ strong disagreed that, "financial education opportunities are readily available and accessible in their community" (44.0%). A further 36.2% were neutral.
- Respondents were most interested in financial education courses covering retirement planning (38.7%), personal finance/ savings (35.8%), one-on-one financial counseling (29.5%), or homeownership (27.1%). 30.9% of respondents were not interested in any financial education courses.

FINANCING NEED AND DEMAND

- The highest proportion of respondents were primarily interested in saving for an emergency (40.3%), saving for retirement (36.7%), and saving to buy a house (28.5%).
- The majority of respondents (55.9%) were not interested in buying a home or starting a business.
- More than half of respondents (53.1%) did not plan to apply for a loan or line of credit in the next three years.
    - Of those who wanted to apply for a loan, roughly equal proportions were interested in a loan less than $5,000 (18.8%), $5,001 - $25,000 (17.8%), and $200,001 - $500,000 (17.8%).
- Almost two-thirds of respondents (60.8%) had not applied for a loan with any financial institution in the last three years. Of those who did apply for a loan, most applied:
    - at a bank (31.7%) or a mortgage company (34.1%);
    - for a home mortgage (29.6%) or a personal line of credit/ credit card (22.2%);
    - for a loan ranging from $5,001 - $25,000 (33.3%);
    - and were approved (84.5%) for a loan ranging from $5,001 - $25,000 (38.5%);
    - and agreed/ strongly agreed that, "the loan they received included affordable and manageable rates and terms" (65.7%);

- Of those who were turned down for a loan, the majority (63.6%) thought they were turned down due to lack of credit history/ bad credit or low/ no credit score.

FAMILIARITY WITH CAPK

- Of the respondents familiar with CAPK, the highest proportion (27.2%) heard about the organization from a friend or family member.
- A further 17.9% of respondents had been referred to the organization by a community partner and 15.3% heard about CAPK through the organization's website.
- Almost a quarter of respondents (24.3%) had not heard of CAPK prior to completing the survey.
- 56.7% of respondents had previously utilized CAPK services.
    - Of those who had utilized CAPK services, the highest proportion had used Early Head Start/Head Start/Head Start Home Base/State Child Development (41.2%), Woman Infants Children (35.1%), and 2-1-1 Kern County (35.1%).

SECONDARY DATA KEY FINDINGS

POPULATION

According to 2019 American Community Survey (ACS) data, Kern County has the following demographic breakdown: 74.4% White, 53.3% Hispanic/Latino, 5.5% Black, and 4.7% Asian. The City of Bakersfield has a similar breakdown, though with fewer White residents than Kern County : 50.2% Hispanic/Latino, 32.5% White, 7.6% Black, and 7.4% Asian. Both Kern County and the City of Bakersfield have a notably higher proportion of Hispanic/Latino residents than California (39.0%) and the United States (18%).

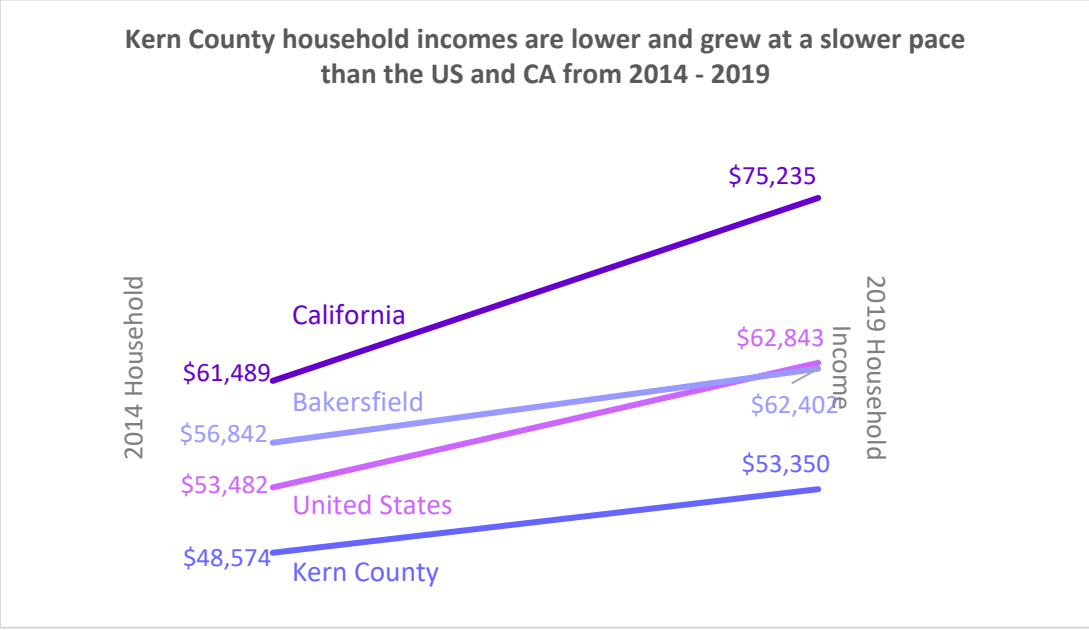
Both Kern County and Bakersfield have seen growth in their Hispanic/Latino population since 2014, with 5.8% and 7.0% growth in these populations respectively, which is in line with the national trend of 6.6% growth of Hispanic/Latino populations in the same time period. Both geographies have also seen growth in their Asian populations (7.4% in Kern County and 12.1% in Bakersfield), compared to 10.4% growth nationally. Bakersfield also saw a 9.2% drop in the City's White population from 2014-2019, compared to 1.8% loss nationally during the same time.

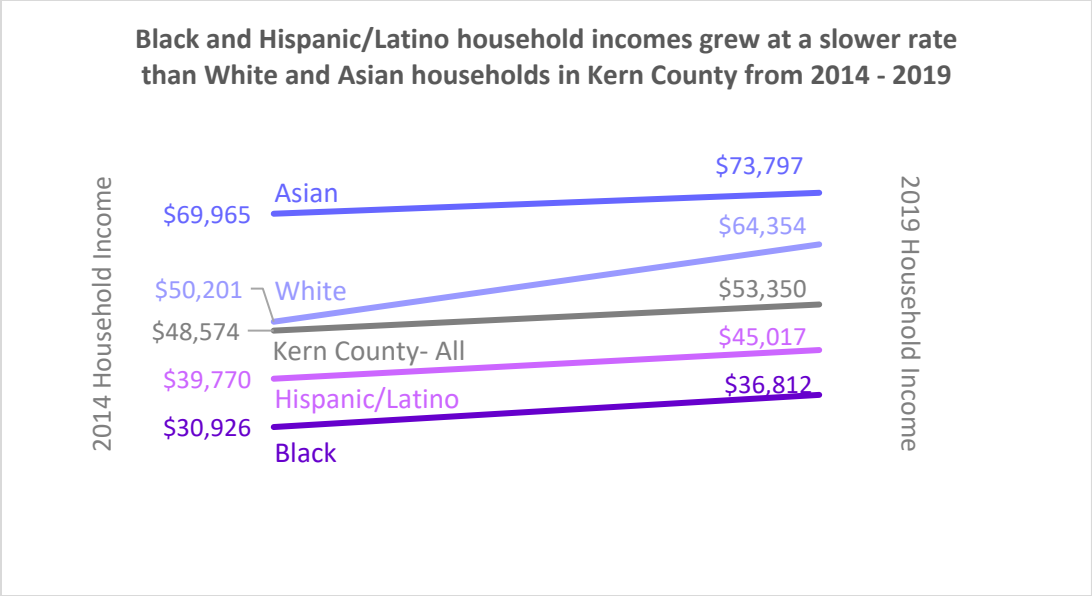
2019 Population Totals					
	Total Pop.	White	Black	Asian	Hisp/Lat
United States	324,697,795	72.5%	12.7%	5.5%	18%
California	39,283,497	59.7%	5.8%	14.5%	39.0%
Kern County	887,641	74.4%	5.5%	4.7%	53.3%
Bakersfield	377,917	32.5%	7.6%	7.4%	50.2%

% Change in Population Between 2014 and 2019					
	Total Pop.	White	Black	Asian	Hisp/Lat
United States	3.4%	-1.80%	0.8%	10.4%	6.6%
California	3.2%	-3.90%	-2.6%	7.5%	2.2%
Kern County	3.5%	0.90%	-3.1%	7.4%	5.8%
Bakersfield	5.4%	-9.2%	-7.3%	12.1%	7.0%

POVERTY, INCOME, AND UNEMPLOYMENT

According to 2019 ACS data, Kern County ($53,350) as a whole had a lower Median Household Income (MHI) than the City of Bakersfield ($62,402), though the latter is in line with the national average during that time ($62,843). However, the State of California had a MHI of $75,235 during the same time period, which is more than 40% higher than Kern County and more than 20% higher than Bakersfield. Further, Kern County and Bakersfield MHI (both 10%) grew at roughly half the rate of US (18%) and CA (22%) from 2014-2019. These differences are further exacerbated when MHI is evaluated by race and ethnicity, with Black and Hispanic/Latino households earning notably less than White and Asian households:





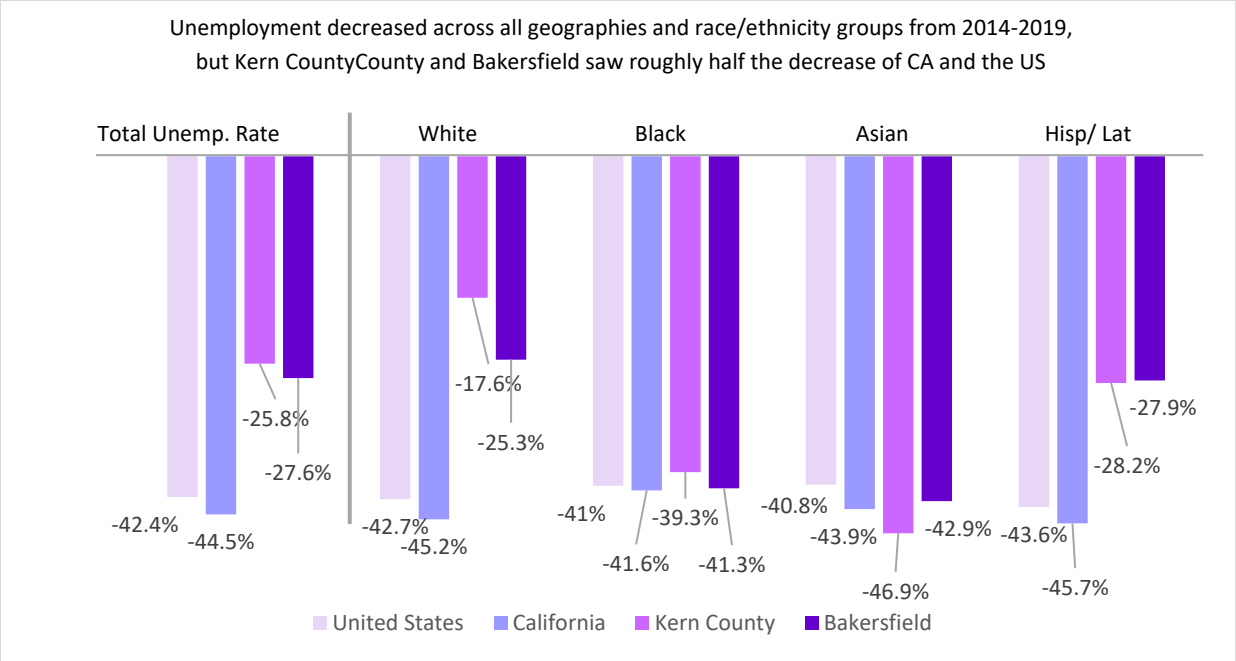
ACS data shows 2019 poverty rates were also higher in Kern County (21%) and the City of Bakersfield (17.4%) than the State of California and the United States (both 13.4%). Both Kern County (-10.3%) and Bakersfield (-13.0%) have seen decreases in their poverty rates since 2014, but the rate has dropped less than California (-18.3%) and the United States (-14.1%). These differences are further nuanced when poverty rate is disaggregated by race and ethnicity. White households saw their poverty rates increase from 2014-2019 across all geographies, including a jump of 38.4% poverty for White households in Kern County. Asian households generally saw large decreases in poverty rate in CA and the US (both -56%) and Kern County (-53%), but saw a modest increase of 12.8% in Bakersfield. However, poverty rates still remain higher for Black and Hispanic/Latino households across all geographies, with Kern County and Bakersfield rates exceeding California and the Unites States. 20.5% of Black and 17.7% of Hispanic/Latino households were below the poverty line in California in 2019, compared to 35.1% and 24.9% of Black and Hispanic/Latino households in Kern County respectively. In comparison, 20.2% of White households and 14.0% of Asian households were below the poverty line, compared to 21.0% of total Kern County households. Bakersfield saw similar poverty rates in 2019, with 31.1% of Black households and 20.5% of Hispanic/Latino households below the poverty line, compared to 10.% of White households, 13.2% of Asian households, and 17.4% of total households below the poverty line.

2019 % Population Below Poverty Line					
	Total	White	Black	Asian	Hispanic/Latino
United States	13.4%	11.1%	23.0%	10.9%	19.6%
California	13.4%	12.2%	20.5%	10.2%	17.7%
Kern County	21.0%	20.2%	35.1%	14.0%	24.9%
Bakersfield	17.4%	10.6%	31.1%	13.2%	20.5%

% Change in Poverty Rate Between 2014 and 2019					
	Total	White	Black	Asian	Hispanic/Latino
United States	-14.1%	2.8%	-15.8%	-56%	-21.0%
California	-18.3%	19.6%	-17.3%	-56%	-23.4%
Kern County	-10.3%	38.4%	-1.1%	-53%	-15.9%
Bakersfield	-13.0%	-4.5%	-3.1%	12.8%	-22.3%

ACS data further shows 2019 unemployment rates were higher in Kern County (9.8%) and Bakersfield (8.4%) compared to California (6.1%) and United States (5.35). While unemployment has dropped in all geographies since 2014, the drop in Kern County (-25.8%) and Bakersfield (-27.6%) is roughly half that of California (-44.5%) and the United States (-42.4%). Further nuances are seen when the data is disaggregated by race and ethnicity. Black households saw the greatest consistent drop in unemployment rates, with rates ranging from -39.3% in Kern County to -41.6% in California. Hispanic/Latino households saw unemployment drop in the US and CA (-43.6% and -45.7% respectively) but Kern County and Bakersfield only saw roughly half this drop in unemployment rates (-28.2% and -27.9% respectively). Asian households followed similar trends to Black households, ranging from -40.8% in the US to -46.9% in Kern County . White households saw similar outcomes to Hispanic/Latino households, with larger drops in unemployment in the US and CA (-42.7% and -45.2% respectively) compared to Kern County (-17.6% and -25.3% respectively). It is important to note that despite the differences in unemployment rate change, Black (11.9%) and Hispanic/Latino (8.4%) households averaged higher unemployment rates across all geographies compared to White (6.0%) and Asian (4.5%) households in 2019.

Unemployment Rate										
	Total		White		Black		Asian		Hispanic/Latino	
	2019	% Change 2014 - 2019	2019	% Change 2014 - 2019	2019	% Change 2014 - 2019	2019	% Change 2014 - 2019	2019	% Change 2014 - 2019
United States	5.3%	-42.4%	4.3%	-42.7%	9.5%	-41.0%	4.2%	-40.8%	6.2%	-43.6%
California	6.1%	-44.5%	5.1%	-45.2%	10.4%	-41.6%	4.6%	-43.9%	6.9%	-45.7%
Kern County	9.8%	-25.8%	8.4%	-17.6%	15.0%	-39.3%	5.1%	-46.9%	10.7%	-28.2%
Bakersfield	8.4%	-27.6%	6.2%	-25.3%	12.8%	-41.3%	4.0%	-42.9%	9.8%	-27.9%



EDUCATION

Both Kern County (16.4%) and Bakersfield (21.9%) have a smaller proportion of residents with Bachelor's degrees or higher compared to CA (33.9%) and the US (32.1%). These differences are further highlighted when the data is disaggregated by race, with a higher proportion of White and Asian residents obtaining bachelor's degrees compared to their Black and Hispanic/Latino counterparts across all geographies (2019 ACS).

Educational Attainment by Race- Bachelor's Degree or Higher					
	Total Pop.	White	Black	Asian	Hisp/ Lat
United States	32.1%	35.8%	21.6%	54.3%	16.4%
California	33.9%	44%	25.7%	53.0%	13.3%
Kern County	16.4%	23.6%	15.4%	37.2%	7.4%
Bakersfield	21.9%	29.2%	20.1%	43.5%	11.1%

High school graduation rates are lower in CA (83.3%) and across Kern County (74.1%) and Bakersfield (80.1%) compared to the US (88.0%). When disaggregated by race/ ethnicity, Hispanic/Latino individuals lag other groups, with an average of 64.6% across all geographies obtaining a high school degree, compared to 92.5% of White individuals, 85.9% of Black individuals, and 84.1% of Asian individuals obtaining high school degrees (2019 ACS).

Educational Attainment by Race- High School Graduates					
	Total Pop.	White	Black	Asian	Hisp/Lat
United States	88.0%	92.9%	86%	87.1%	68.7%
California	83.3%	94.9%	89.8%	87.9%	64.5%
Kern County	74.1%	89.6%	82.8%	80.3%	57.9%
Bakersfield	80.1%	92.6%	85.0%	80.9%	67.3%

HOUSING

2019 ACS data showed Kern County and Bakersfield both have lower median rents than the US and CA and have seen a smaller increase in median rent from 2014 – 2019. However, despite lower median rent, 2018 Prosperity Now data show that a higher proportion of Kern County (54.2%) and Bakersfield (53%) residents are rent burdened, paying more than 30% of their income for rent, compared to the US (49.7%), though these figures are in line with CA (54.6%). A higher proportion of homeowners in Kern County (33.6%) and Bakersfield (32.9%) are also cost burdened compared to the national rate (27.7%), though slightly lower than CA (38.2%). Housing cost burden data are not available disaggregated by race and ethnicity at the local level, but in both the US and CA, a greater percentage of Black and Hispanic/Latino households are cost burdened as both renters and owners compared to White and Asian households.

Homeowner Cost Burden					
	All	White	Black	Asian	Hispanic/Latino
US	27.7%	25.1%	36.1%	34.8%	37.2%
California	38.2%	35.4%	45.5%	38.7%	43.3%
Kern County	33.6%	-	-	-	-
Bakersfield	32.9%	-	-	-	-

Renter Cost Burden					
	All	White	Black	Asian	Hispanic/Latino
US	27.7%	25.1%	36.1%	34.8%	37.2%
California	38.2%	35.4%	45.5%	38.7%	43.3%
Kern County	33.6%	-	-	-	-
Bakersfield	32.9%	-	-	-	-

SMALL BUSINESS

According to 2020 Youreconomy.org data, Kern County (71.9%) has a comparable proportion of small businesses as a share of total business establishments when compared with the US (70.6%) and CA (75%). 2019 Small Business Administration data show that Kern County received 0.2% of the total dollar amount of small business loans under $250k, which is comparable to the proportion of the US population living in Kern County (0.27%). However, Kern County received only 0.1% of the total dollar amount of small business loans ranging from $250K - $1MM, which is less than its population share would predict. It is important to remember that past investment does not predict future need for small business financing.

UN/UNDERBANKED HOUSEHOLDS

Unbanked refers to individuals who do not use or do not have access to any traditional financial services including savings accounts, credit cards, or personal checks. Underbanked refers to individuals who have a checking or savings account but often rely on alternative financial services such as money orders, check-cashing services, and payday loans to meet all their capital needs. According to 2017 data from Prosperity Now, both Kern County and Bakersfield have higher proportions of unbanked households (11.4% and 12.7% respectively) than the US (6.5%) and CA (7.4%). Similarly, more households in Kern County (20.1%) and Bakersfield (20.6%) are underbanked than the US (18.7%) and CA (17.6%). These differences are further highlighted when disaggregated by race and ethnicity, with higher proportions of Black and Hispanic/Latino households both unbanked and underbanked across all geographies compared to White and Asian households.

Unbanked Households					
	Overall	White	Black	Asian	Hisp/Latino
United States	6.5%	3.0%	16.9%	2.5%	14.0%
California	7.4%	2.6%	20.5%	1.9%	14.5%
Kern County	11.4%	4.0%	20.2%	3.4%	19.5%
Bakersfield	12.7%	3.5%	20.4%	3.2%	19.2%

Underbanked Households					
	Overall	White	Black	Asian	Hisp/Latino
United States	18.7%	14.1%	30.4%	17.5%	28.9%
California	17.6%	12.9%	25.4%	11.5%	26.6%
Kern County	20.1%	15.4%	30.8%	17.3%	24.0%
Bakersfield	20.6%	14.9%	31%	17.5%	24%

CDFI INDUSTRY DATA

CDFI COMPETITOR SUMMARY

According to a full list of Certified CDFIs compiled by FUND Consulting, there were 79 CDFIs actively working in California: 53 loan funds, 13 credit unions, 11 banks, and 2 venture capital funds. There was one CDFI credit union in Kern County. On average, CDFIs in CA had 27 total staff members, median total assets of $281,161, median total portfolio outstanding of $151,772, and offered an average of 4 financial products. The CDFI credit union in Kern County had 3 employees, $32,727 median total assets, $18,718 median total portfolio outstanding, and offered 7 financial products.

CDFIs tend to specialize their lending more than traditional financial institutions. This strategy allows CDFIs to form a nuanced understanding of community financing needs and build the expertise to make loans that traditional financial institutions consider to be too much of a risk.

Types of Financial Products		
	California	**Kern County**
Depository Services	26	1
Auto Loan	17	1
Personal/Consumer Loans	25	1
Small Business Loans	48	1
First Mortgages	27	1
Second Mortgages	13	
Affordable Housing Development	22	
Agriculture Loans	5	
Commercial Real Estate	25	
Credit Builder Loan	5	
Community Facilities	14	
Health Facilities	3	
Healthy Foods	2	
Microenterprise Loans	28	
Green/Energy Efficiency Loans	5	1
Nonprofit	13	
Other	18	1

LENDING TRENDS

CDFIs who receive Financial Assistance (FA) awards from the CDFI fund must complete a Transaction Level Report (TLR) that provides information on all transactions originated in a given year. TLR data is primarily analyzed in the aggregate to help the CDFI Fund understand CDFI industry trends and report out on CDFI activities. FUND consulting reviewed TLR data from 2017-2019 in order to understand awardee activity and trends over time.

According to 2019 TLR data, 11 CDFIs who received FA awards were active in Kern County. The average loan size among these CDFIs was $197,749, with an average interest rate of 7.7% and an average loan term of 146 months.

TLR data showed that CDFIs in California made 21,983 loans to women-owned businesses (WOB), with 11 loans made in Kern County. The average loan amount for WOBs in CA was $9,643, with an average interest rate of 17.8% and an average term of 7 months. In Kern County, the average loan to a WOB was $55,103, with an average interest rate of 12.6% and an average term of 52 months. While these differences seem notable, it is important to consider the small sample size for lending in Kern County among CDFIs who received FA awards in 2019.

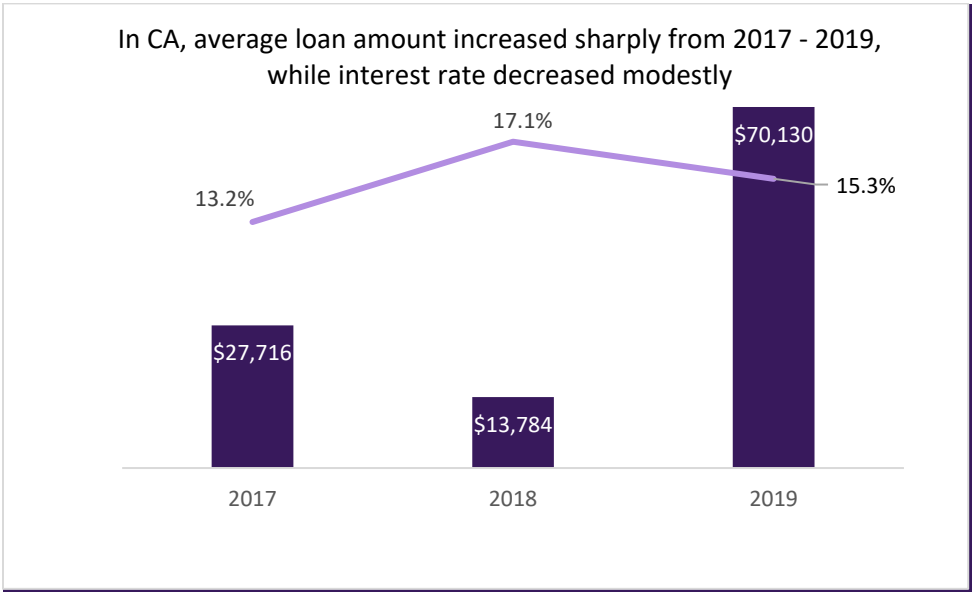
TLR data also showed that CDFIs in California made 10,306 loans to minority-owned businesses (MOB), with 29 loans in Kern County. The average loan amount for MOBs in CA was $24,189, with an average interest rate of 17.1%. In Kern County, the average loan to a WOB was $75,372, with an average interest rate of 11.8%. In addition to the previous note regarding sample size in Kern County, it is also important to note that there is overlap between WOB and MOB, so the apparent differences in loan size and terms should be considered in that context.

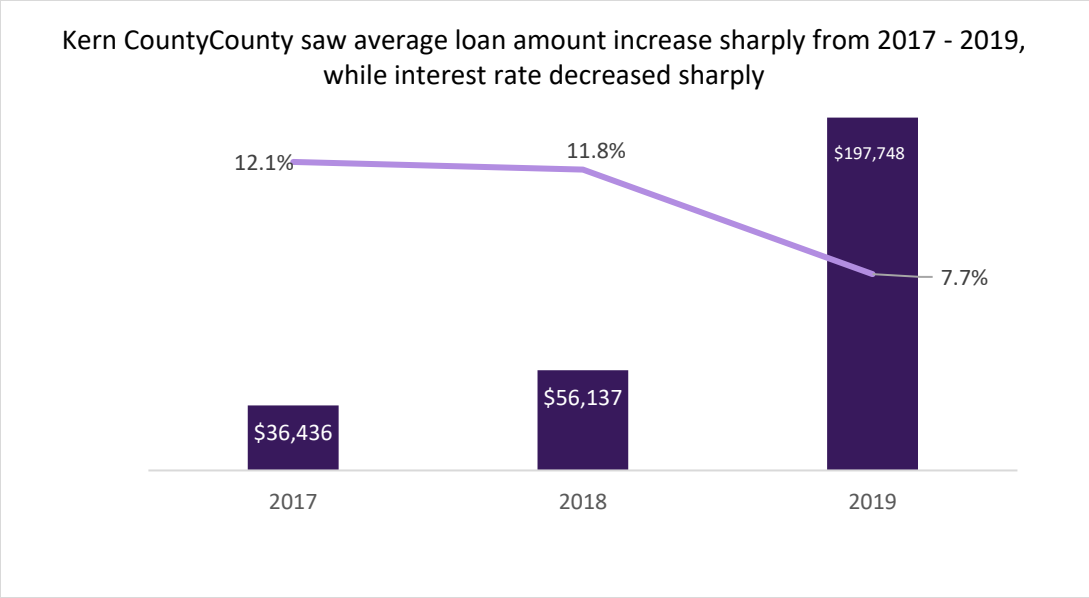
TLR data also provides information regarding loan purpose, which is captured in the following table. Not all loan types occurred in Kern County in 2019, so some rows are left intentionally blank. A key for loan types follows this table.

Loan Purpose						
Loan Purpose	Average Loan Amount CA	Average Loan Amount Kern County	Average Interest Rate CA	Average Interest Rate Kern County	Average Term (months) CA	Average Term (months) Kern County
BUSINESS	$154,071	$306,125	10.49%	11.31	56	56
CONSUMER	$1,431	-	3.11%	-	15	-
HOMEIMP	$63,193	$37,935	6.52%	6.75%	270	300
HOMEPURCH	$355,831	$157,675	3.97%	5.28%	307	346
MICRO	$3,918	$29,890	17.79%	12.22%	7	47
OTHER	$174,143	-	6.87%	-	173	-
RECOCOM	$2,453,931	$872,700	5.21%	5.50%	75	48
RECOMULTI	$3,003,869	-	6.00%	-	30	-
RECOSINGLE	$2,532,335	$750,000	5.96%	5.35%	33	48
RERHCOM	$1,526,728	-	5.54%	-	74	-
RERHMULTI	$2,067,954	$608,000	5.40%	6.25%	68	312
RERHSINGLE	$271,923	-	5.47%	-	34	-

TLR Loan Type Key	
BUSINESS	Non-real estate business financing
CONSUMER	Personal loan to one or more individuals
HOMEIMP	Renovation or other improvement of an owner-occupied home
HOMEPURCH	Purchase of a primary residence
MICRO	Non-Real Estate Microenterprise
OTHER	Any loan not covered in another category
RECOCOM	Predevelopment financing, construction or permanent financing, or acquisition without rehabilitation of office, retail, manufacturing, or community facility space
RECOMULTI	Predevelopment financing, or construction of multifamily housing
RECOSINGLE	Predevelopment financing, or construction of single family housing
RERHCOM	Financing to rehabilitate office, retail, manufacturing, or community facility space
RERHMULTI	Financing to rehabilitate or acquire multifamily housing
RERHSINGLE	Financing to rehabilitate or acquire single family housing

Comparison of trends between the 2017 and 2019 TLR data sets revealed a shift toward higher average loan amounts and longer terms over time. Interest rates for Kern County have been declining, with a sharp decline between 2018 and 2019, while average loan amounts increased during the same time. Loan amounts in Kern County have consistently been higher than average loan amounts across the state, while interest rates for Kern County have consistently been lower than California. The gap between Kern County and the state widened significantly between 2018 and 2019.





CDC INDUSTRY ACTIVITY

FUND Consulting also examined Community Development Corporation (CDC) activity in California and the Bakersfield Metro area to help CAPK understand the landscape of existing CDC activity. CDC is a more relaxed categorization than CDFI, so there is greater variation in organizational structure and type of activities.

According to a directory of CDCs compiled by Cause IQ, there are 16 CDCs operating in the Bakersfield Metro area. These organizations had average annual revenues of $740,788 and average annual assets of $484, 986. Unfortunately, most CDCs did not share employee information, so it was not possible to form a picture of average organization size. The CDCs in the Bakersfield Metro area serve a wide range of populations across a variety of needs, which are outlined in the following table.

CDC	About
The Greater Tehachapi Economic Development Council	The Greater Tehachapi Economic Development Council is located in Tehachapi, CA with a focus on economic development and tourism in the greater Tehachapi area.
California Highway Patrolman's Club of Kern County	California Highway Patrolman's Club of Kern County is located in Bakersfield, CA and supports highway patrolmen injured in the line of duty.
Hub of Bakersfield	Hub of Bakersfield is located in Bakersfield, CA, and is focused on revitalizing Bakersfield's urban core.
Friends of Californians with Disabilities	Friends of Californians with Disabilities is located in Kern County with a mission to: Continue our leadership in developing local, statewide, and national partnerships that increase employment and independent living opportunities for people with Disabilities.
Kernville Community Events and Projects	Kernville Community Events and Projects is located in Kernville, CA and promotes awareness of local events in the Kernville area.
Junior Livestock Friends	Junior Livestock Friends is located in Inyokern, CA with a focus on youth programs and events.
Support Stallion Springs Foundation	Support Stallion Springs Foundation is a community organization created to provide support for public park facilities, recreation programs and public safety programs which benefit the residents of Stallion Springs and the Greater Tehachapi area.
Bakersfield Sister City Project Corporation	The Bakersfield Sister City Project promotes peace by providing opportunities for the residents of Greater Bakersfield to experience different cultures through education, social, and economic interaction.
Greater Bakersfield Vision 2020	Greater Bakersfield Vision 2020 has a mission to develop a broad base collaborative process to research and identify the strengths and weaknesses of greater Bakersfield and to identify a vision for the future of the community and implementation of a plan to attract new industries and jobs.
Del Amo Action Committee	Del Amo Action Committee is located in Rosamond, CA with a mission of: Community advocacy group regarding toxic waste and neighborhood contamination.
Blessings in Advance Corporation	Blessings in Advance Corporation is located in Bakersfield, CA with a mission to serve California residents who have become overlooked and undervalued by society through giving back.
Rosamond Rotary Foundation	Rosamond Rotary Foundation is located in Rosamond, CA and is a local rotary branch focused on life-changing, sustainable projects in the Rosamond area.
Shafter Civic Improvement Corporation	Shafter Civic Improvement Corporation is located in Shafter, CA. Details on the organization's focus in the Shafter area could not be located.
Mojave Foundation	The Mojave Foundation is a nonprofit 501c3 organization registered in the state of California dedicated to making Mojave a safe and desirable place to live, work and do business.
Kern County Taxpayers Association	Kern County Taxpayers Association has a mission to monitor county/city government, provide guidance and recommendations on reduction of fees and expenditures of revenue, assist in the development of county programs, and save tax dollars, providing service for all county taxpayers and residents.
Community Clean Sweep	Community Clean Sweep is an environmental beautification and open space in Bakersfield, CA, which was founded in 1992.

ORGANIZATIONAL ASSESSMENT

This section of the report includes an overview of CAPK's CDFI readiness, identified CDFI Target Markets, CDC formation, findings from CAPK's internal document review, and best practices in establishing CDFI loan policies. Comprehensive findings for each of the seven Certification tests outlined below can be found in Appendix C.

CDFI TARGET MARKET(S) & CERTIFICATION READINESS ASSESSMENT

In order to submit a CDFI Certification application, an organization must meet **ALL** of the following seven Certification criteria at the time the application is submitted to the CDFI Fund for review.

- Be a **legal entity**;
- Have a **primary mission** of promoting community development;
- Be a **financing entity**;
- Primarily serve one more **target markets**;
- Provide **development services** in conjunction with its financing activities;
- Maintain **accountability** to its defined target market; and
- Be a **non-government entity** and not be under control of any government entity (tribal governments typically excluded).

FUND Consulting reviewed CAPK's potential for CDFI Certification and determined the parent organization is not eligible for CDFI Certification as its ***predominant*** business activity is not the provision of Financial Products, Development Services, and/or other similar financing. The analysis shows the most viable option for pursuing CDFI Certification is through a new entity.

Currently, CAPK meets three of the seven tests for CDFI Certification as outlined in the table below:

CDFI Certification Test	CAPK Status
Legal Entity	**Yes**
Primary Mission	**No**
Financing Entity	**No**
Target Market(s)	**No**
Development Services	**Yes**
Accountability	**No**
Non-government Entity	**Yes**

A new entity would not meet any of the seven tests and would need to obtain a valid EIN, develop a mission statement, dedicate 51% or more of its staff-time to Financing and Development Services activities, offer Development Services in association with its Financial Products either directly or through

partnership with CAPK, establish a Governing and/or Advisory Board accountable to the identified Target Market(s), and establish a lending track record of at least one year prior to applying for CDFI Certification.

An example timeline for CDFI Certification through a new entity beginning in January 2022 is provided below.

CDFI Certification Criteria	Timeframe for Implementation
Legal Entity Requirement	January 2022
Primary Mission Requirement	January 2022
Financing Entity Requirement	January – December 2022
Target Market Requirement	January – December 2022
Development Services Requirement	January – December 2022
Accountability Requirement	January 2022
Non-government Entity Requirement	January – December 2022
Certification Application Submission	January 2023

The CDFI Fund designates three (3) types of Target Markets for CDFI Certification: 1) Investment Area; 2) Low-Income Targeted Population; 3) Other Targeted Population.

1) **Investment Areas** meet at least one of the following economic distress criteria and have significant unmet needs for Financial Products and Services, or are wholly located within an Empowerment Zone or Enterprise Community.

- Poverty Rate greater than 20%;
- Median Family Income (MFI) at 80% or below specific MFI benchmarks;
- Unemployment Rate 1.5 time the national average.

2) **Low-income Targeted Populations** for a specified geographic unit is comprised of individuals whose family income (adjusted for family size) is:

- For metropolitan areas, 80% of the area median family income; and
- For non-metropolitan areas, the greater of:
    - 80% of the area median family income; or
    - 80% of the statewide non-Metropolitan Area median family income.

3) **Other Targeted Populations** for a specified geographic unit:

- African American;
- Hispanic;

- Native American;
- Native Alaskan, residing in Alaska;
- Native Hawaiian, residing in Hawaii;
- Other Pacific Islander, residing in Other Pacific Islands; or
- Other.

Based on the Market Needs Assessment, FUND Consulting has identified the following potential Target Markets for CDFI Certification.

- An Investment Area centered on Kern County
    - This may include all Investment Area-qualified census tracts in Kern County or a select number of contiguous census tracts in Kern County.
- A Low-Income Targeted Population (LITP) in Kern County
- Other Targeted Populations (OTP) of Hispanic and African American borrowers in Kern County

Once the Target Market(s) have been determined for the CDFI entity and lending has begun, 60% of all loans originated by number and dollar amount each year will need to occur within the Target Market(s). Please note that either of the latter two Target Markets would require the CDFI entity to collect data on borrower race/ethnicity (OTP) or income (LITP) in order to properly analyze lending.

CDC FORMATION

As mentioned in the introduction to this section, CDCs tend to vary widely by organization size and scope. CDCs are nonprofit, community-based organizations focused on revitalizing the areas in which they are located, typically low-income, underserved neighborhoods that have experienced significant disinvestment. While they are most commonly celebrated for developing affordable housing, they are usually involved in a range of initiatives critical to community health such as economic development, sanitation, streetscaping, and neighborhood planning projects, and oftentimes even provide education and social services to neighborhood residents. At least one-third of a CDC's board is typically composed of community residents, allowing for the possibility of direct, grass-roots participation in decision-making. (Community-Wealth.org)

There is no specific tax ID or certification that distinguishes a CDC from other non-profits. There are state and local associations that work with CDCs (ex: California Community Economic Development Association), but there has been no national association directly representing CDCs since the National Congress for Community Economic Development (NCCED) dissolved in 2006. The National Alliance of Community Economic Development Associations (NACEDA) represents state and regional associations but does not directly represent CDCs.

Western City magazine, a free online publication provided by the League of California Cities put together a toolkit for prospective CDCs. They suggest the following steps, most of which will be familiar to CAPK from the organization's existing work:

- Create a business plan
- Create a board of directors: include some members with relevant expertise (real estate development, architecture, engineering, business, real estate financing, etc.)
- Get insurance: director and officer liability insurance that protects members of the board individually from legal issues and concerns
- Obtain tax exempt status
- Setup bank accounts
- Establish annual audits and bookkeeping
- Develop meeting procedures and minutes

As CAPK considers CDC designation, the most important question will be the role CAPK envisions for the new organization. As mentioned previously, there is no Certification or official designation for a CDC. Based on the analyses FUND has performed, the most crucial roles appear to be a central coordinating entity to help increase access to existing financial products and services, provide development services to other emerging CDFI entities, as well as connecting partners with existing resources and advocating for new resources throughout Kern County . The CAPK team will have to examine 1. whether they want the organization to take on this role, and 2. whether existing internal resources and structures are sufficient to meet this need or it is more advantageous to form a new affiliate CDC entity.

INTERNAL DOCUMENT REVIEW

As part of its Environmental Scan, FUND Consulting requested pertinent documents to review background information from CAPK. FUND Consulting reviewed CAPK's documents against industry best practices. All documents were reviewed to understand how they help inform each of the Key Research Questions listed below.

- Board Roster Effective 2.5.21
- CAPK staff directory 6.02.21
- 2020-2021 Schedule of Programs
- Audit Report 2015 and 2016
- CAPK Financial Statements 2018-2019
- CAPK Financial Statements 2020
- 2017 Employee Policy Manual
- Agency One Sheet English and Spanish 2021
- CAPK Branding Manual 2020
- CAPK Strategic Plan 2016-2021
- Org charts
    - 211 Org Chart

    - AmeriCorps Org Chart
    - CalFresh Healthy Living Org Chart
    - Central Kitchen Org Chart
    - Community Development Division Org Chart
    - Director of Youth and Community Services Org Chart
    - EKFRC Org Chart
    - Energy Org Chart
    - Executive Team Org Chart
    - Friendship House Org Chart
    - Healthy and Nutrition Division Org Chart
    - M Street Navigation Center Org Chart
    - MCAP Org Chart
    - SYC Org Chart
    - VITA Org Chart
    - WIC Org Chart
    - Youth and Community Division Org Chart
- Other materials
    - California Department of Community Services and Development 2022/2023 Community Needs Assessment and Community Action Plan
    - B3K Prosperity Market Assessment Data Book and Findings March 2021
    - City Ministry Network- A vision for the future: to create and launch a new community development corporation

WHAT IS THE NEED AND DEMAND FOR CDC AND CDFI PRODUCTS AND SERVICES IN THE MARKET?

- CAPK's Strategic Plan identified an opportunity to build upon the local, state, federal and private sector support for improvement in the areas of workforce development, education, health, and well-being. Many of these needs could be met with creative CDFI products.
    - The Strategic Plan also identified an opportunity to position the organization as a leader in discussions around poverty and how to eradicate it. CAPK could focus on consumer and small business lending as one strategy to help eradicate poverty at the local level.
- The 2021 B3K Prosperity Market Assessment notes that Greater Bakersfield and East Kern County have different economies/ economic drivers that should be treated differently with tailored strategies and resources. The report also identified the following "opportunity industry sectors," which may indicate an appetite for business lending in these sectors:
    - Renewable Fuels and Carbon Management
    - Aerospace
    - Advanced Manufacturing (chemicals, plastics, metalworking, and machinery)
    - Business Services Outsourcing

HOW CAN CAPK BEST ADDRESS IDENTIFIED NEED AND DEMAND IN THE MARKET?

- CAPK's Strategic Plan identified an opportunity for the organization to be a capacity builder for smaller nonprofit organizations throughout Kern County. Offering CDFI financing, or serving as a trusted referral partner to another CDFI entity, could take advantage of this opportunity.
- The strategic plan also identifies an opportunity to build alignment between CAPK services/goals and other providers to increase partnerships, services, outreach efforts, expand best practices and improve funding opportunities. Working to understand community needs and ensure efforts are not duplicated is important to position a CDFI in Kern County for success.
- CAPK's organizational charts reflect the organization's robust staff support. However, current staff is dedicated to the provision of existing programs.

WHAT RESOURCES WILL BE NEEDED TO POSITION CAPK TO ADDRESS IDENTIFIED NEED AND DEMAND IN THE MARKET?

- CAPK's Strategic Plan noted that the organization lacks sufficient resources to respond to agency, family, and community needs. Further, the plan notes there is increased competition for uncertain federal and state funding streams. A Certified CDFI would have access to funding opportunities not available to existing entities in Kern County.
- Given current staff's focus on existing program delivery, CAPK will need to determine if there is existing staff capacity to assist with the development of a CDFI or CDC entity or if additional staff support will be needed. Currently, the CAPK team does not have dedicated CDFI support staff such as loan officers, underwriters, or dedicated development service providers.
- Current financial resources are dedicated to existing programs. If establishing a CDFI, financial resources will be needed to support operations and lending activity.

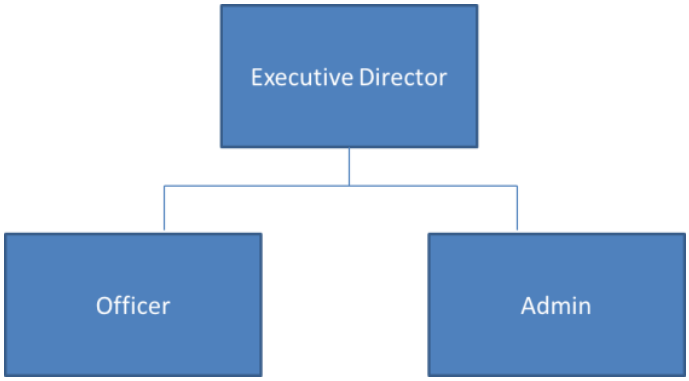
ORGANIZATIONAL PHASES & GROWTH

CDFIs have a wide variety of organizational structures, and while no two CDFIs are structured exactly alike, several factors can affect a CDFI's organizational structure including:

- The CDFI's legal structure and regulatory requirements.
- The type of activity and the industry in which the CDFI is engaged.
- Target Market need and demand.
- Local, regional, and economic policy and economic environments.
- Resources available to a CDFI.

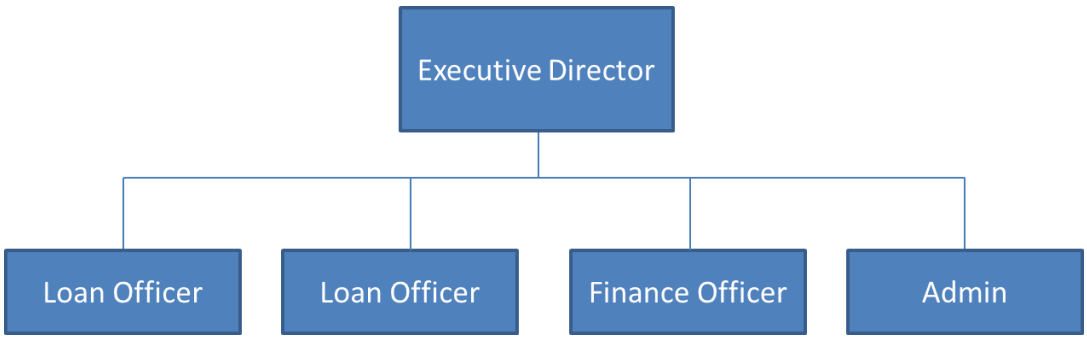
Despite the many internal and external factors that can dictate how a CDFI is structure, according to a 2015 report published by NeighborWorks America and the CDFI Fund as well a 2015 training document published by the CDFI Fund and Opportunity Finance Network (OFN), CDFIs fall within four growth stages, as outlined below. Example organizational charts are provided for a loan fund similar to the new CDFI entity that may be created by CAPK and its proposed loan programs.

1. **Creativity/Start Up**



- New organization with an informal structure that often has an individualistic leader. Staff is often small and includes board members and volunteers with a strong commitment to the organization's mission.
- Few organizational systems currently in place, small variety of products and programs, and limited sources of capital and revenue.

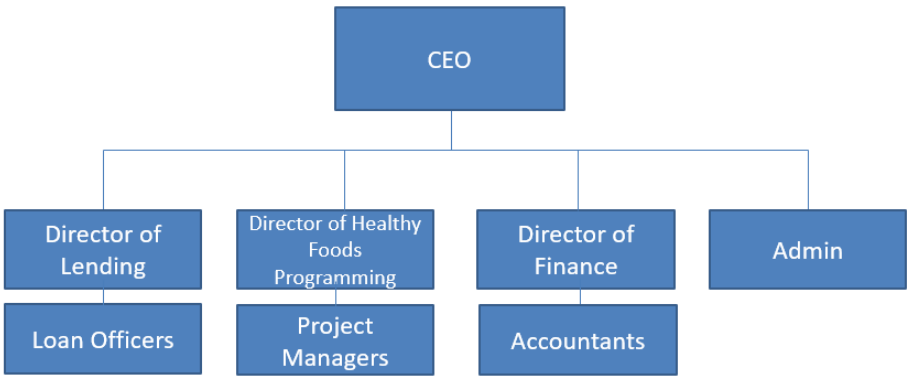
2. **Direction/Establishment**



- The CDFI is growing in many directions and expanding the number of products and services offered. The CDFI may begin developing a more concise strategy behind the products and services offered; however, conflict could arise internally regarding the overall strategic direction of the organization.
- The CDFI is becoming more centralized and developing basic operations systems.
- Revenue sources are more diverse and the CDFI may begin to realize earned revenue.
- CDFI is adding new staff members and growing more specialized. New staff tends to be hired based on prior experience and technical skills and the CDFI may begin increasing staff compensation packages.

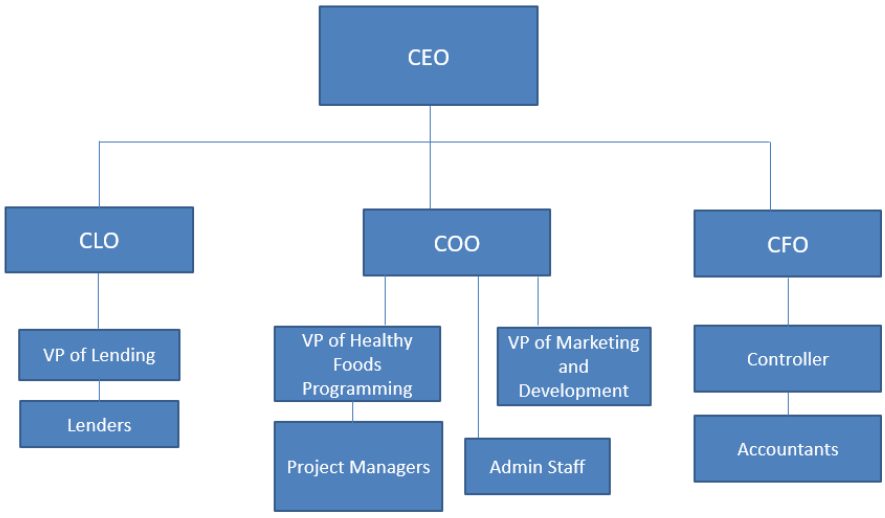
-

3. Delegation/ Institution



- The CDFI has developed clear lines of business, has begun to formalize internal departments with cross functional teams, and CDFI leadership has delegated task down to management.
- The CDFI has strong relationships with funds and has begun to develop highly strategic approaches to product offerings and services.
- Internal communications are becoming standardized with clear and documented lines of communication.
- The CDFI has a diverse staff with several different skills and work styles. The CDFI has created a layer of middle management and is beginning to offer employees upward mobility within the organization.

4. Consolidation / Permanence



- The CDFI has matured and been streamlined for effectiveness with a mission-focused culture that is aligned throughout the organization.
- The CDFI is approaching financial self-sufficiency and business lines are focused on the organization's core competencies.
- The CDFI uses technology extensively and has formalized communications.
- The CDFI has begun to develop succession plans for staff in leadership positions and has begun to reorganize staff internally rather than hire staff externally. Management is clearly structured and staff is divided by lines of business and long-term goals. The organization offers staff internal and external training and professional development opportunities.

Based on review of CAPK's current staffing structure and the need for a new entity to pursue CDFI Certification, the new entity would align with the Creativity/Start Up model in its initial year.

LOAN POLICIES COMPARISON

As part of its Capacity Building initiative, the CDFI Fund compiled materials related to CDFI loan policies and procedures best practices. Additional information on the CDFI Fund's capacity building materials related to loan policies is available: mycdfi.cdfifund.gov/whatwedo/PortfolioManagementResourceBank

The materials include a list of 12 elements of a comprehensive loan policy. Below, FUND has used these 12 elements and industry best practices to make recommendations for CAPK as the organization considers CDFI Certification. Since CAPK has not previously made loans, these recommendations are largely based on future planning rather than existing organizational documentation.

Loan Policy Element	Rationale for Inclusion	Recommendations
1. Clear mission	CDFIs are often referred to as "mission-driven lenders." CDFI lending is driven by a primary mission of promoting community development by providing activities directed towards improving the social or economic conditions of underserved people and/or residents of economically distressed communities. As such, it is important for CDFI loan policies to reference the organization's mission statement because it should be an important consideration in loan decisions.	As referenced in the CDFI Readiness Assessment, CAPK's current mission statement does not meet CDFI Fund guidelines. CAPK should ensure the mission statement of a new CDFI entity meets these guidelines.
2. Specify lending authority	Loan policies must include a clear explanation of the loan review and decision-making process, including a clear delineation of the people/ group who will make decisions. Many organizations form a loan committee comprised of members of a Governing or Advisory Board for this purpose.	CAPK's future loan policies should include the following elements: • clear procedures for regular loan review and approval • set an upper limit for approval of loans in committee • set a policy for approvals beyond the Loan Committee's limits to be

Loan Policy Element	Rationale for Inclusion	Recommendations
		referred to the Board for exceptions • set a limit on exposure to one borrower (either as a total dollar amount or percentage of total portfolio outstanding) • create a concentration breakdown across different loan products to limit exposure Some CDFIs designate loan approval authority beyond the Loan Committee, including allowing senior staff to approve smaller dollar loans based on the requested loan amount and the total exposure with a particular client. If CAPK chooses to pursue high-volume low-dollar products, e.g. consumer loans to rebuild credit, the organization may consider creating similar lending authority levels to streamline the closing process for smaller, less risky loans. **Considerations/ questions:** • How many people does it take to approve a loan? • Will one individual have loan authority? • What is approved by Loan Committee? • What must go to the Board for approval?
3. Delineate responsibilities for reporting loan information	It is crucial for both organizational record-keeping and reporting on any grants received from the CDFI Fund to maintain clear and accurate records of all supporting documentation for each loan transaction. To that end, loan policies should include a section that clearly outlines who is responsible for gathering loan information and how it will be recorded.	FUND recommends that as part of its decision-making regarding a CDFI affiliate, CAPK evaluate whether current staff have the capacity to collect and maintain loan documentation or if new staff will be required for this purpose. **Considerations/ questions:** • Will the organization have a shared database where lenders and staff can read up on prospective borrowers? Existing borrowers?

Loan Policy Element	Rationale for Inclusion	Recommendations
		• Who is responsible for reviewing the loans on a regular basis for risk rating changes? • Will the organization create a watch list for at-risk loans that is regularly presented to the Loan Committee?
4. Describe origination, underwriting criteria, and process	In order to ensure loan decisions are made in the most fair and unbiased way possible, loan policies must include clear guidelines for screening potential borrowers. This ensures every loan applicant is considered in the same manner. Traditional financial institutions often rely on past income, credit history, and other factors that can disadvantage low income individuals or people of color. Many CDFIs have moved to a holistic screening process that uses ability to repay as the most important decision when making a fair and affordable loan that sets a borrower up for successful repayment.	FUND recommends underwriting guidelines are specified based on loan products to provide guidelines for staff and board members. Each loan product will likely have its own criteria to ensure borrowers are able to successfully manage the loan throughout its lifetime. Underwriting guidelines are unique and vary widely between institutions. At a minimum, FUND recommends that CAPK consider the following factors for each loan product the organization chooses to offer: • Required documentation: based on the requirements of each loan product, this could include proof of income, relevant financing from other sources, collateral to secure the loan, etc. Many CDFIs are moving to consider the minimum documentation required to make a decision in order to ease the burden on borrowers and reduce inequitable outcomes based on who has financial documentation readily available. • Steps for credit analysis when making a loan review decision: this will include gathering documentation, reviewing the information to determine credit limits and ability to repay, and possibly review by more than one individual to ensure fair and consistent decision making. • Timeline for decision making: it is important to set a desired timeline for loan review and decision

Loan Policy Element	Rationale for Inclusion	Recommendations
		making so borrowers know what to expect; timelines may vary based on the amount of review required for each loan product **Considerations/ questions:** • Will the organization specify different underwriting criteria for different types of loans? • Will the organization score loans numerically to derive the risk rating? • Is the scoring grid included in the policies? • How will the organization ensure lending criteria is equitable across all borrowers?

5. Documentation for complete application and complete credit file	It is important to document exactly what information and supporting documentation are required in order to consider a loan application complete. Setting clear and consistent standards will help an organization ensure it is making the fairest decisions possible when reviewing loan applications.	FUND recommends that CAPK determine what is required for each loan product in order to deem an application complete. Required information and supporting documentation will vary widely based on the financial product, and some lower-dollar products may require little to no documentation.
		
		FUND also recommends that the loan policies specify who is responsible for maintaining credit files and what checks will be implemented to ensure credit files are maintained correctly.
		
		Considerations/ questions:
		• What filing system will the organization employ?
		• Which of the following will you maintain? Credit files, collateral files, monitoring files, desk files
		  ○ What goes in each file?
		  ○ Collateral files need to be in fireproof container
		  ○ Hard copy files or electronic files?

6. State who maintains credit files	In addition to clear guidance on what is included in credit files, it is also important	FUND recommends that as part of its decision-making regarding a CDFI affiliate, CAPK evaluate whether current staff have

Loan Policy Element	Rationale for Inclusion	Recommendations
	to clearly delineate who will be responsible for maintaining these files.	the capacity to collect and maintain loan documentation or if new staff will be required for this purpose. **Considerations/ questions:** • How to increase compliance with this requirement?
7. Collateral guidelines	Some loan products carry sufficient risk for an organization that they may require collateral in order to make a loan. It is important that loan policies specify under what circumstances collateral will be required and what forms of collateral will be accepted.	FUND recommends that for each loan product CAPK chooses to offer, the organization consider whether collateral will always be required, or under what specific circumstances it is necessary. The specifics of collateral requirements and acceptable forms will vary widely by loan product. CAPK should consider whether specific loan types, or loans above a certain dollar amount, require collateral in order for the loan committee to be comfortable committing to this level of risk. **Considerations/ questions:** • Is there consistency in applying collateral/security standards? • In keeping with a CDFI mission, where can the organization show flexibility? • When/ how will exceptions be made? • Who can approve an exception?
8. Loan rating and loss reserves	While CDFIs are mission-driven lenders, they must balance this against appropriate levels of risk for the organization. To that end, loan policies should include a section that clarifies how loan risk will be assessed and the appropriate level of reserve capital needed to insulate the organization against loans that borrowers are not able to repay.	FUND recommends that CAPK clearly define the standard reserve amounts for loans at closing. This will allow for systematic set asides of reserves and sufficient reserves. **Considerations/ questions:** • How often will the organization review risk ratings? • Whose responsibility is it? • Is the risk rating linked to the loan reserve? • If not, how often is the reserve calculated?

Loan Policy Element	Rationale for Inclusion	Recommendations
9. How interest rates and fees are set	As part of a commitment to consistent loan application decisions, loan policies should include a discussion of appropriate interest rates and fees.	CAPK should consider appropriate interest rates and fees based on each loan product the organization chooses to offer. **Considerations/ questions:** • Document how rates and fees are set and other pricing considerations are set. • Is there a regular review of fees, rates, and terms?
10. Preferred upper limit for total loans outstanding/ concentrations	In order to reduce risks in its portfolio resulting from various potential concentrations of loan volume, a CDFI should establish limits on the concentration of loans in different factors.	CAPK should consider its knowledge of the market and set limits to ensure loans are not too narrowly concentrated. Potential factors to consider when setting limits include: • Loans to any one borrower • Loans to any one type of business • Loans secured by any one type of collateral • Unsecured loans • Loans in a specific geographic area **Considerations/ questions:** • How will the organization define lending capital, borrowed capital, equity capital? • Consider including a clause such as: CDFI may reconsider these limits from time to time due to product performance, or growth in capital available for lending, or other pertinent factors.
11. Describe trade area	As part of maintain CDFI Certification, organizations must reapply annually to maintain their CDFI status. Part of this annual review includes an evaluation of the CDFI's lending activity in the preceding year, to ensure the CDFI exceeds the 60% threshold for lending in its target market. To that end, loan policies should include a section that outlines the geography or population from which most loans should originate. CDFIs can and often do lend outside of these parameters, but it is	If CAPK decides to pursue CDFI Certification, the organization will need to determine a desired Target Market. As discussed in more detail in the CDFI Readiness Assessment, a CDFI may serve a combination of Target Markets, including an Investment Area, a Low-Income Targeted Population, or an Other Targeted Population. The organization's eventual Target Market should be noted in the loan policies. **Considerations/ questions:**

Loan Policy Element	Rationale for Inclusion	Recommendations
	important to codify the parameters of an organization's desired lending outcomes.	• How will the organization allow exceptions? • Will the organization follow an existing customer outside the existing service area? • How will the organization track and report exceptions?
12. How to detect, analyze, and work out problem loans	Even with strong loan policies and procedures, some borrowers may eventually default on their debt. When this occurs, it is important to have clear procedures for detecting, analyzing, and working out problem loan situations.	CDFIs are often able to offer extensions, amend repayment plans, or otherwise work with borrowers to resume loan payments. CAPK should consider policies that offer maximum flexibility while also clearing outlining the steps if repayment does not occur. **Considerations/ questions:** • Be specific when outlining procedures for problem loans • Who is responsible for collections? • Does the organization have a clear definition for extensions for restructured loans? • When does foreclosure begin? • When will the organization charge off delinquent loans? • Has the organization built in the flexibility that will be needed? • Who has authority to make the decision about next steps? • What reports does the Board see regularly to help them stay current with problem loans?

APPENDIX A: INTERVIEW DISCUSSION GUIDE

FUND Consulting created the following discussion guide for use with all key stakeholder interviews. CAPK reviewed and approved the discussion guide prior to the start of interviews.

Hi, my name is_____. I am calling on behalf of Community Action Partnership of Kern (CAPK). As we discussed when we set up the interview, we are looking for information as part of a Needs Assessment project we are conducting. Our discussion should take about 30-45 minutes; is now still a good time for you?

One quick note before we get started: I will be taking notes so that I can refer to an accurate record of our conversation. All responses provided today will remain anonymous.

1. What is the role of your organization and what communities does it serve?

   Please describe your role within the organization.

2. How would you describe the current environment for consumer, mortgage and business financial products and services in your community? What are the opportunities?

   What are the challenges?

3. What do you consider the most significant unmet financial need among residents in your community?

4. Do you think there are fair and accessible financing options available for consumers, homeowners, and business owners in your community? [Fair and accessible financing options refer to unbiased lending practices and products available to residents of all socio-economic backgrounds]

5. What do you think are the major obstacles to residents obtaining financing within your community?

6. What do you think is needed to overcome these obstacles?

7. Considering your organization's activities, are there products, services, or trainings etc. offered that you feel help to address the challenges you've shared?

   If they provide loan products: How would you describe demand for your loan products?

   If they do not provide loan products: Are there loan products that your clients express interest in that you do not currently offer?

8. Do you think residents in your community have the financial knowledge and tools to begin the process of getting a loan?

   If not, what would help them be more prepared?

9. How would you describe the level of demand in your community for consumer, mortgage, and business financing?

10. Which banks, credit unions, financial institutions, or funding programs provide financing and services in your community?

- Do you think there are any populations which are underserved by these existing institutions or programs?
- Are you aware of any new initiatives to better serve underserved populations? If so, please describe.

11. Are there any alternatives available for individuals unable to access mainstream financial institutions? [Alternatives can include entities that are willing to provide financing to individuals with low/no credit score, poor credit history, etc. that would preclude them from accessing financing at traditional banks/credit unions]

12. Do you know of any organizations that provide financial education, credit counseling, or other training in the community?

13. Are you familiar with Community Action Partnership of Kern?

14. If familiar:

a. How would you describe CAPK's role and visibility in the community?

15. Do you have any recommendations for how CAPK can address the challenges discussed?

16. Do you have anything else you would like to add? Is there anyone else you recommend we speak to?

APPENDIX B: SURVEY FREQUENCIES

In addition to the survey analysis discussed in the body of the report, the following tables represent response frequencies for each question asked on the survey. Response frequencies for English and Spanish language surveys have been combined to facilitate analysis. Write-in responses are included in the original format received.

1. How did you hear about CAPK?				
	English	Spanish	Combined	
Friend or family member	58	6	64	27.23%
CAPK website	35	1	36	15.32%
Social media	10	0	10	4.26%
Google/search engine	11	0	11	4.68%
Referred by community partner	40	2	42	17.87%
Business colleague	10	0	10	4.26%
I had not heard of CAPK before this survey.	5	0	5	2.13%
Other (please specify)	55	2	57	24.26%
Answered	**224**	**11**	**235**	
Skipped	3	2	5	

Noteworthy Findings

- The highest proportion of respondents heard of CAPK through a friend or family member (27.2%).
- An almost equal proportion of respondents selected "other" (24.3%). The write-in responses ranged from CAPK employees to emergency response services:
    - 211
    - flood
    - flood
    - flood
    - flood
    - I'm employed by CAPK.
    - Current board member
    - Employed over 20 years
    - Job on Indeed
    - Previously involved with CAPK
    - My children went headstart
    - Employee
    - Indeed.com
    - Walked in the facility if they're hiring.
    - Indeed
    - Through a job advertisement.
    - Advertisement
    - I use to work for capk in another city.
    - Glassdoor when looking for work in Ridgecrest.
    - I used services before
    - I've lived in the community 11+ years!
    - Employee
    - I am an employee of CAPK.
    - Employee
    - Staff
    - Rental property managers
    - work here

- CAPK Employee - Administration
- Former employee
- Email
- I am an employee.
- I work in CAPK
- work here
- I found a flyer on the ground when the Seibert Center was going to be opened.
- employee
- Knew it when it was still the KCEOC. Quite a controversial operation for many years.
- Previous employee
- Employees
- Employee
- Indeed.com when looking for employment
- Community partner agency
- Knew of since started
- Television news broadcast during the quarantine.
- Work for CAPK
- Indeed
- Capk employee
- Indeed
- Employee
- I am a Board member
- employee
- Indeed
- Employee
- We have been involved with CAPK for many years beginning with after school snack attack program and the food bank distribution.
- Early intervention teacher
- Employee

2. Please select the terms that most accurately describes you.				
	English	Spanish	Combined	
Individual	104	7	111	47.23%
Business Owner	8	0	8	3.40%
Developer	0	0	0	0.00%
CAPK Employee	96	4	100	42.55%
Other (please specify)	15	1	16	6.81%
Answered	**223**	**12**	**235**	
Skipped	4	1	5	

Noteworthy Findings

- Almost equal proportions of respondents identified as individuals (47.2%) and CAPK employees (42.5%).
- Only a small proportion of respondents (3.4%) identified as business owners.
- Write in responses:
  - CAPK Board Member
  - Community member
  - Corporate community partner
  - Volunteer

- Coordinator [name redacted]
- I have volunteered for CAPK
- CAPK vendor. [name redacted].
- Partner in the community with another business entity
- City Government Employee
- I was a parent and now I work for CAPK
- Volunteer
- Community partner agency
- Member of the media, Radio specifically
- Nonprofit agency
- Case Manager

3. Have you ever utilized CAPK services?				
	English	Spanish	Combined	
Yes	126	10	136	56.67%
No	101	3	104	43.33%
Answered	**227**	**13**	240	
Skipped	0	0	0	

Noteworthy Finding

- A majority of respondents (56.7%) had utilized CAPK services in the past.

4. Which services have you participated in?				
	English	Spanish	Combined	
Early Head Start/Head Start/Head Start Home Base/State Child Development	46	8	54	41.22%
Women, Infant & Children (WIC)	43	3	46	35.11%
Energy Program	28	0	28	21.37%
CalFresh Living	23	0	23	17.56%
Volunteer Income Tax Assistance (VITA)	19	0	19	14.50%
Home Visiting Program	4	2	6	4.58%
Friendship House Community Center (Southeast Bakersfield)	5	0	5	3.82%
Shafter Youth Center (Shafter, Ca)	7	0	7	5.34%
Food Bank	38	2	40	30.53%
2-1-1 Kern County	44	2	46	35.11%
East Kern Family Resource Center (Mojave, Ca)	3	0	3	2.29%
Oasis Family Resource Center (Ridgecrest, Ca)	2	0	2	1.53%
M Street Navigation Center or homeless services	20	0	20	15.27%
Migrant Childcare	3	0	3	2.29%
Other (please specify)	3	0	3	2.29%

Answered	**122**	**9**	131	
Skipped	105	4	109	

Noteworthy Findings

- The highest proportion of survey respondents had previously utilized Head Start programs 941.2%), followed by WIC (35.1%), and 2-1-1 Kern County (25.1%).
- Write in responses:
    - When I was younger with my children, I used the clinic for baby wellness and immunizations.
    - Food distributions in 2020 for Seniors
    - Family Resource Center (Lake Isabella)

5. What are your primary financial goals in the next 12 months? Please select all that apply.				
	English	Spanish	Combined	
Paying off personal loans early	57	2	59	26.70%
Paying off a payday loan	7	0	7	3.17%
Paying off business loans	4	0	4	1.81%
Paying off other loans	38	1	39	17.65%
Saving for an emergency	83	6	89	40.27%
Saving for retirement	79	2	81	36.65%
Saving for child(ren)'s education	39	4	43	19.46%
Saving to buy a house	59	4	63	28.51%
Saving to start a business	15	0	15	6.79%
Saving to purchase a car	34	2	36	16.29%
Building my investments	35	2	37	16.74%
Other (please specify)	43	1	44	19.91%
Answered	**213**	**8**	221	
Skipped	14	5	19	

Noteworthy Findings

- The highest proportion of respondents were interested in saving for an emergency (40.3%), saving for retirement (36.7%), and saving to buy a house (28.5%).
- Write in responses:
    - housing
    - not listed
    - a place to live
    - not listed
    - living arrangement
    - not listed
    - not listed
    - not listed
    - housing
    - none
    - housing
    - none

- none
- a home
- place to live
- none
- none
- none
- getting an apartment
- Travel the world
- none
- none
- Making my SSI SSD last throughout the month.
- Being able to afford things we need until one or both of us wins our disability cases
- Getting husband's work accident and disability settled so we can get a life back. Never thought we would need assistance when he (at 63) was getting ready to retire in a couple years. We appreciate all the help you have given us.
- Pay off my home
- N/A
- Paying off student loans
- Home repairs
- To become UN homeless and move forward.
- Retired. On a set income.
- Save for a family vacation
- Preserving my assets.
- Needed a place for my chilling and my self
- Pay my home down.
- Just saving more
- Paying off credit cards.
- Get caught up paying the mortgage
- Paying off student loans
- Putting food & household item in my home. My 3 kids need clothes and shoes for school
- Pay off past due bills
- expanding mobile business
- Currently, the food bank program

6. Has Covid-19 and the current economic situation affected your financial goals?				
	English	Spanish	Combined	
No	133	2	135	61.36%
Yes (If so, how?)	79	6	85	38.64%
Answered	**212**	**8**	220	
Skipped	15	5	20	

Noteworthy Findings

- Almost two-thirds of respondents (61.4%) shared that their financial goals have not been affected by COVID-19.
- Those whose financial goals had been impacted by COVID-19 shared the following write in responses. The most common response was a lost job or change in income.
  - lost job
  - Still trying to catch up with all my financial obligations

- lost job
- I lost my job
- work
- extra costs
- Housing prices are much higher
- Not making the same $$$
- I have been using my savings, due to all children at home 24/7 bills have gotten higher, food more expensive. and husband has worked less.
- Stop working
- Had to help family member with room and board. They lost everything.
- Can not work
- They raised everything from housing to food
- Covid seems to have driven prices on everything up 10-20% higher very quickly. So bill's mount more quickly and I can't save nearly as well.
- More debt to pay off. My debt increased during COVID-19
- No paycheck due to work accident and offices shut down and we couldn't get things processed, like Dr appointments, worker comp etc, everything was delayed...it's been crazy.
- Unemployed
- Extra expense on items for lockdown
- Can't fine a place
- I have to support and house family members that lost their jobs due to Covid-19 pandemic.
- Had to quit my job, no childcare
- Rising cost of living
- Husband lost his job
- increased cost of basic necessities, such as food.
- Supporting family members who lost their jobs.
- Uncertainty
- less funds, higher housing market and rates
- lost wages from my husband
- My husband's income was significantly changed.
- It delayed transition into employment with secured income.
- Lost job lost income
- Housing as gone up, food as gone up . Cost of living is up.
- I had to pay for child care because the Covid-19 shut down the schools and after school program
- Not working has kept me from having a steady income
- Spending money on masks, and paying higher for paper products..
- Things have been tight.
- The housing market has made it very competitive and challenging to outbid other buyers.
- Had to retire early , unable to work
- By me having to spend extra because my spouse can not work as much as before because of the risk
- current economic system has impact lifestyle for myself. Financially due to hardship being a mother and doing what

is best to provide and have a stable home.
- During the pandemic, my household bills and demands have significantly increased. Including utilities, food, home repairs, upgrading technology.
- By not being available to save money
- Job loss and loss of childcare resources
- Added to savings
- I am currently jobless, homeless , childless, and not feeling great about being American
- doctor visits are expensive, since we are in a pandemic I cannot take any kind of pain or symptom lightly causing more strain on saving and future goals. Also, things have gotten more expensive since the pandemic and I cannot afford everything I need.
- spouse did not work during pandemic
- Made it hard for me to grow my business.
- Cant find no job
- I had to move into an apartment from a house because of the sky rocket rates for rent
- I had Covid-19 last July. Had to take several medications because I am asthmatic. Had to have a balanced meal everyday.
- Everything has gone up in prices!
- I am working from home which ahs increased my utility bills. My children are home and so am I so we are eating all meals at home, I do not qualify for any assistance.
- My hours at the employer I had before CAPK, cut my hours due to pandemic so I had to look for a second job and was hired as a full time temp staff here at CAPK. I now work both jobs to continue to strive for the goals check about in question 4
- Reduced income
- Hours at work got cut down
- inability to make an income rather than having to draw down on savings
- Spouse being unemployed
- It has set me back as far as saving towards my goals go.
- Bills
- much higher prices on goods I had planned to buy for home remodeling
- Have not worked in 1 1/2 years. Kids out of school. Business slow
- I was unemployed from 1/2020-11/2020
- It's made it harder to find employment opportunities (for advancement).
- Having to use money to pay for child care for my children
- My husband was laid off last year and it created a temporary financial set-back.
- I have more dr appointment from getting COVID and long term COVID effect I’m having to

see different drs and the copays are killing me
- My husband is a substitute teacher. With no school in 2020 and limited school in 2021, his teacher income has been reduced
- Husband's proving for 5. I was only one who was positive for COVID-19
- had to close one business, the other one we went mobile. Had to lose all employees but owners.
- It was difficult to find a job
- My Domestic stop working, his hours were reduced.
- I lost my job and had to find a new one. I took a large hit financially.
- Not able to secure a reasonable interest rate to refinance a home
- No enough jobs
- failed twice in trying to sell our home March-June 2020 due to tightening of real estate loans. Acquired debt due to failed moving expenses.
- It has affected so many goals of mine. My previous job laid me off due to covid. Although I was on EDD I still didn't make enough. I was in the process of saving up to build a house and a new car but i had to put that aside. This year i finally started working again.
- it just slowed down
- my husband had to stop working to take care of our kids.

7. Do you have access to a checking and/or savings account?				
	English	Spanish	Combined	
Yes	191	5	196	89.50%
No	20	3	23	10.50%
Answered	**211**	**8**	219	
Skipped	16	5	21	

Noteworthy Finding

- Most respondents had access to a checking or savings account (89.5%).

8. Please select the statement that applies to you.				
	English	Spanish	Combined	
I am interested in buying a home.	73	3	76	34.55%
I am interested in starting my own business.	20	1	21	9.55%
None of the above.	119	4	123	55.91%
Answered	**212**	**8**	**220**	
Skipped	15	5	20	

Noteworthy Finding

- More than half of respondents (55.9%) were not interested in starting a business or buying a home.

9. What is your level of agreement with the following statement?: I am able to access loan products with affordable and manageable rates and terms in my community.				
	English	Spanish	Combined	
Strongly Agree	26	0	26	11.87%
Agree	47	2	49	22.37%
Neutral	60	4	64	29.22%
Disagree	60	1	61	27.85%
Strongly Disagree	18	1	19	8.68%
Answered	**211**	**8**	219	
Skipped	16	5	21	

Noteworthy Finding

- Roughly equal proportions of respondents strongly agreed/ agreed (34.2%) or strongly disagreed/ disagreed (36.5%) that they could access affordable and manageable loan products in their community.

10. Do you expect to apply for a loan or line of credit in the next three years?				
	English	Spanish	Combined	
I do not plan to apply for a loan in the next three years.	117	3	120	53.10%
Personal line of credit/credit card	12	2	14	6.19%
Credit development/credit repair loan	4	0	4	1.77%
Payday loan	2	0	2	0.88%
Home equity loan/line of credit	15	0	15	6.64%
Home mortgage	38	3	41	18.14%
Other personal loans	10	1	11	4.87%
Business loan	2	0	2	0.88%
Business line of credit/credit card	2	0	2	0.88%
Commercial real estate loan	3	0	3	1.33%
Other (please specify)	11	1	12	5.31%
Answered	**216**	**10**	**226**	
Skipped	11	3	14	

Noteworthy Findings

- The largest proportion of respondents (53.1%) did not plan to apply for a loan in the next three years.
- Write in responses:
    - To remodel upgrade my Mobil home
    - I can not afford a loan.
    - Car loan.
    - undecided
    - Auto loan
    - No need to apply for credit.
    - Purchasing a Motor Home
    - Looking at either a business line of credit or a home loan
    - None of these options
    - I honestly don't know what holds for me the next three years always hoping for the best
    - Children college loans .. i have one in college and one leaving soon. Who need loans !!!!

11. Which of the following dollar ranges best describes the loan you plan to apply for?				
	English	Spanish	Combined	
Less than $5,000	16	3	19	18.81%
$5,001 - $25,000	18	0	18	17.82%
$25, 001 - $50,000	13	0	13	12.87%
$50,001 - $100,000	4	0	4	3.96%
$100,001 - $150,000	5	0	5	4.95%
$150,001 - $200,000	6	0	6	5.94%
$200,001 - $250,000	17	1	18	17.82%
$250,001 - $500,000	14	1	15	14.85%
$500,001 - $1,000,000	3	0	3	2.97%
More than $1,000,000	0	0	0	0.00%
Answered	**96**	**5**	101	
Skipped	131	8	139	

Notable Findings

- The majority of respondents did not plan to apply for a loan and skipped this question (57.9%).
- Of those who did reply, the highest proportion were interested in loans under $25,000 (36.6%) and $200,001 - $250,000 (17.8%).

12. Have you applied for a loan with any financial institution within the past three years?				
	English	Spanish	Combined	
Yes	83	4	87	39.19%
No	130	5	135	60.81%
Answered	**213**	**9**	222	
Skipped	14	4	18	

Notable Finding

- The majority of respondents (60.8%) had not applied for a loan in the last three years.

13. Where did you apply for your loan? Please select all that apply.				
	English	Spanish	Combined	
Bank	25	1	26	31.71%
Credit union	22	1	23	28.05%
Mortgage company	28	0	28	34.15%
Nonprofit loan fund	2	0	2	2.44%
Payday lender	3	0	3	3.66%
Friend or family member	3	0	3	3.66%
Online Lender	12	0	12	14.63%
Other (please specify)	13	0	13	15.85%
Answered	**80**	**2**	82	
Skipped	147	11	158	

Notable Findings

- The majority of respondents had not applied for a loan and skipped this question (65.8%).
- Of those who had applied for a loan, the highest proportion applied at a mortgage company (34.2%), a bank (31.7%), or a credit union (28.1%).
- Write in responses:
    - Not yet
    - Car dealerships have their own line of credit, which is cheaper than kern schools/Valley Strong.
    - Auto Title Loan
    - Through Cal State Bakersfield
    - Cash Deposit
    - Vehicle financing company
    - Private lender
    - Car dealership
    - USDA RD
    - Credit cards
    - Car loan
    - Education loan
    - School lender

14. What type of loan did you apply for?				
	English	Spanish	Combined	
Personal line of credit/credit card	18	0	18	22.22%
Credit development/credit repair loan	2	0	2	2.47%
Payday loan	4	0	4	4.94%
Home equity loan/line of credit	5	0	5	6.17%
Home mortgage	24	0	24	29.63%
Other personal loans	13	2	15	18.52%
Business loan	0	0	0	0.00%
Business line of credit/credit card	0	0	0	0.00%
Commercial real estate loan	0	0	0	0.00%
Other (please specify)	13	0	13	16.05%
Answered	**79**	**2**	81	
Skipped	148	11	159	

Notable Findings

- The majority of respondents had not applied for a loan and skipped this question (66.3%).
- Of those who had applied for a loan, the highest proportion applied for a home mortgage (29.6%) or a personal line of credit/ credit card (22.2%).
- Write in responses:
    - Car
    - car loan
    - Student loan
    - Car loan
    - Auto loan
    - Roof
    - Credit cards
    - Car loan
    - Education loan
    - School(Educational)
    - car loan
    - car
    - car loan

15. Which of the following dollar ranges best describes the loan you applied for?				
	English	Spanish	Combined	
Less than $5,000	15	1	16	19.75%
$5,001 - $25,000	26	1	27	33.33%
$25, 001 - $50,000	8	0	8	9.88%
$50,001 - $100,000	5	0	5	6.17%
$100,001 - $150,000	4	0	4	4.94%
$150,001 - $200,000	5	0	5	6.17%
$200,001 - $250,000	6	0	6	7.41%
$250,001 - $500,000	9	0	9	11.11%
$500,001 - $1,000,000	1	0	1	1.23%
More than $1,000,000	0	0	0	0.00%
Answered	**79**	**2**	81	
Skipped	148	11	159	

Notable findings

- The majority of respondents had not applied for a loan and skipped this question (66.3%).
- Of those who had applied for a loan, the highest proportion applied for a loan ranging from $5,001 - $25,000 (33.3%).
    - This is consistent with the responses for question 11, where the highest proportion of respondents were interested in loans under $25,000 (36.6%).

16. Were you approved for this loan?				
	English	Spanish	Combined	
Yes	69	2	71	84.52%
No	12	1	13	8.33%
Answered	81	3	84	
Skipped	146	10	156	

Notable Findings

- The majority of respondents had not applied for a loan and skipped this question (65%).
- Of those who responded, the majority (84.5%) were approved for the loan they applied for.

17. Which of the following dollar ranges best describes the loan you were approved for?				
	English	Spanish	Combined	
Less than $5,000	9	0	9	13.85%
$5,001 - $25,000	24	1	25	38.46%
$25, 001 - $50,000	6	0	6	9.23%
$50,001 - $100,000	4	0	4	6.15%
$100,001 - $150,000	4	0	4	6.15%
$150,001 - $200,000	3	0	3	4.62%
$200,001 - $250,000	5	0	5	7.69%
$250,001 - $500,000	8	0	8	12.31%
$500,001 - $1,000,000	1	0	1	1.54%
More than $1,000,000	0	0	0	0.00%
Answered	**64**	**1**	65	
Skipped	163	12	175	

Notable Findings

- The majority of respondents had not applied for a loan and skipped this question (72.9%).
- Of those who responded, the highest proportion (38.5%) were approved for a loan ranging from $5,001 - $25,000.
    - This is consistent with the responses for question 11, where the highest proportion of respondents were interested in loans under $25,000 (36.6%) and question 15, where the highest proportion applied for a loan ranging from $5,001 - $25,000 (33.3%).

18. What is your level of agreement with the following statement? The loan I received included affordable and manageable rates and terms.				
	English	Spanish	Combined	
Strongly Agree	17	1	18	26.87%
Agree	25	1	26	38.81%
Neutral	11	0	11	16.42%
Disagree	9	0	9	13.43%
Strongly Disagree	3	0	3	4.48%
Answered	**65**	**2**	**67**	
Skipped	162	11	173	

Notable Findings

- The majority of respondents had not applied for a loan and skipped this question (72.1%).
- Of those who replied, roughly two-thirds (65.7%) strongly agreed/ agreed that the loan they received had affordable and manageable rates and terms.
-

19. Why do you think you were turned down for your loan? Select all that apply.				
	English	Spanish	Combined	
Lack of credit history / bad credit OR low / no credit score	6	1	7	63.64%
Lack of employment history	0	0	0	0.00%
I was unable to complete the application fully	0	0	0	0.00%
Lack of collateral	0	0	0	0.00%
I was unable to complete the application correctly	0	0	0	0.00%
I don't know	4	0	4	36.36%
Other (please specify)	1	0	1	9.09%
Answered	**10**	**1**	11	
Skipped	217	12	229	

Notable Findings

- The majority of respondents had not applied for a loan and skipped this question (95.4%).
- Of the small proportion of responses received for this question, the majority of respondents (63.6%) thought a lack of credit history/ bad credit or low/ no credit score was the reason they were turned down.

20. Have you ever taken a financial education course with a financial institution or community organization?				
	English	Spanish	Combined	
No	145	7	152	73.43%
I Don't Know	23	0	23	11.11%
Yes (What was the focus?)	32	0	32	15.46%
Answered	**200**	**7**	207	
Skipped	27	6	33	

Notable Findings

- Roughly three-fourths of respondents (73.4%) had not taken a financial institution course.
- Of those who had taken a course, they provided the following write-in responses:
  - Investment
  - budget
  - basics
  - Starting my own business
  - Retirement
  - Home loans
  - To be a better steward of my finances.
  - Accounting and Business Management
  - Accounting
  - Personal and corporate accounting.
  - When I worked for refinance company it was classes on credit and home loans and I worked for credit union it was on credit and setting up IRA's and cds.
  - Managing finances

- Personal finance.
- Personal finance
- credit, budget savings , home loan and retirement
- Credit card debt relief
- Budgeting
- Education@SFSU etc and in the military (Finance specialist.
- Financial Literacy. I have also presented workshops on these topics.
- budgeting
- Many years ago on personal financial management and investing.
- Business
- paying off debt
- How to get out of debt. Dave Ramsey
- Budgeting
- self reliance
- Multiple (IRA, Investments, Management)
- Personal financial wellness
- paying loans
- Money management
- Saving for retirement.
- Business

21. What is your level of agreement with the following statement? Financial education opportunities are readily available and accessible in my community?				
	English	Spanish	Combined	
Strongly Agree	15	0	15	7.25%
Agree	24	2	26	12.56%
Neutral	72	3	75	36.23%
Disagree	63	1	64	30.92%
Strongly Disagree	26	1	27	13.04%
Answered	**200**	**7**	207	
Skipped	27	6	33	

Notable Finding

- More than twice as many people strongly disagreed/ disagreed (44.0%) as agreed/ strongly agreed (19.8%) that financial education opportunity were available in their community.

22. What financial education courses would you be interested in?				
	English	Spanish	Combined	
One-on-one financial counseling	61	0	61	29.47%
Personal finance/savings education	71	3	74	35.75%
Homeownership education	52	4	56	27.05%
Affordable Housing/Commercial Real Estate Development	43	0	43	20.77%
Business Planning	37	2	39	18.84%
Retirement Planning	78	2	80	38.65%
None	62	2	64	30.92%
Other (please specify)	4	1	5	2.42%
Answered	**200**	**7**	**207**	
Skipped	27	6	33	

Notable Findings

- Respondents were most interested in financial education courses covering retirement planning (38.7%) and personal finance/ savings (35.8%).
- Write in responses:
    - Starting my own business
    - CHDV
    - Any of these would be helpful in my community. I am speaking for the SE Kern area, no me personally.
    - It is difficult to specify because I do not even know what would be best for me and all the plans that I have in my head regarding finances

23. In which zip code do you live?		
Zip Code	Number of Responses	Proportion of Responses
93307	23	11.50%
93301	19	9.50%
93306	16	8.00%
93313	15	7.50%
93304	14	7.00%
93309	12	6.00%
93311	11	5.50%
93308	9	4.50%
93305	8	4.00%
93263	8	4.00%
93555	7	3.50%
93312	7	3.50%
93561	6	3.00%
93314	5	2.50%
93241	4	2.00%
93560	3	1.50%
93505	3	1.50%
93280	3	1.50%
93268	3	1.50%
93302	2	1.00%
93283	2	1.00%
95207	2	1.00%
95376	1	0.50%
6	1	0.50%
86426	1	0.50%
92394	1	0.50%
92301	1	0.50%
93203	1	0.50%
95206	1	0.50%
93722	1	0.50%
93219	1	0.50%
93612	1	0.50%
90277	1	0.50%
95205	1	0.50%
93238	1	0.50%
93250	1	0.50%
93240	1	0.50%
93215	1	0.50%
92352	1	0.50%
93527	1	0.50%

Notable Finding

- All four zip codes with the largest proportion of respondents (93307, 93301, 93306, and 93313) are located in Bakersfield, CA.

24. What is your gender?				
	English	Spanish	Combined	
Male	38	0	38	18.81%
Female	147	7	154	76.24%
Non-binary / Third gender	2	0	2	0.99%
Prefer to not identify	8	0	8	3.96%
Answered	**195**	**7**	**202**	
Skipped	32	6	38	

Notable Findings

- More than three-fourths of respondents (76.2%) identified as female.

25. With which of the following racial/ethnic groups do you most closely identify? (Please select all that apply.)				
	English	Spanish	Combined	
American Indian or Alaska Native	7	0	7	3.43%
Asian	8	0	8	3.92%
Black or African-American	19	0	19	9.31%
Caucasian	61	0	61	29.90%
Latino or Hispanic	85	7	92	45.10%
Multiple races	5	0	5	2.45%
Native Hawaiian or Other Pacific Islander	3	0	3	1.47%
Other	4	0	4	1.96%
I prefer not to answer	16	1	17	8.33%
Answered	**197**	**7**	**204**	
Skipped	30	6	36	

Notable Finding

- The highest proportion of respondents identified as Latino or Hispanic (45.1%) or Caucasian (29.9%).

26. Preferred Language				
	English	Spanish	Combined	
Cantonese	0	0	0	0.00%
English	189	0	189	92.20%
French	1	0	1	0.49%
Hindi	0	0	0	0.00%
German	0	0	0	0.00%
Italian	0	0	0	0.00%
Japanese	0	0	0	0.00%
Mandarin	1	0	1	0.49%
Portuguese	0	0	0	0.00%
Russian	0	0	0	0.00%
Spanish	5	7	12	5.85%
Other (please specify)	2	0	2	0.98%
Answered	**198**	**7**	**205**	
Skipped	29	6	35	

Notable Findings

- Almost all participants (92.2%) preferred to respond to the survey in English.
- Write in responses:
  - Hmong
  - English and Hmong

27. What is your age?		
Age	Number of Responses	Proportion of Responses
21	1	0.51%
22	1	0.51%
23	4	2.02%
24	5	2.53%
25	4	2.02%
26	1	0.51%
27	2	1.01%
28	3	1.52%
29	5	2.53%
30	3	1.52%
31	5	2.53%
32	4	2.02%
33	6	3.03%
34	7	3.54%

Notable Finding

- The average age of respondents was 46.

35	2	1.01%
36	9	4.55%
37	8	4.04%
38	4	2.02%
39	9	4.55%
40	2	1.01%
41	6	3.03%
42	8	4.04%
43	3	1.52%
44	1	0.51%
45	4	2.02%
46	2	1.01%
47	4	2.02%
49	3	1.52%
50	5	2.53%
51	7	3.54%
52	4	2.02%
53	4	2.02%
54	3	1.52%
55	3	1.52%
56	2	1.01%
57	2	1.01%
58	2	1.01%
59	4	2.02%
60	5	2.53%
61	2	1.01%
62	3	1.52%
63	6	3.03%
64	6	3.03%
65	6	3.03%
66	1	0.51%
67	1	0.51%
68	3	1.52%
70	2	1.01%
71	1	0.51%
72	3	1.52%
73	2	1.01%
76	3	1.52%
79	1	0.51%
88	1	0.51%

28. What is your approximate annual household income?				
	English	Spanish	Combined	
Less than $21,291	43	5	48	23.88%
$21,292 - $39,270	53	1	54	26.87%
$39,271 - $64,302	40	1	41	20.40%
$64,303 - $103,953	31	0	31	15.42%
More than $103,953	27	0	27	13.43%
Answered	**194**	**7**	201	
Skipped	33	6	39	

Notable Finding

- The highest proportion of respondents reported annual household income of $21,292 - $39,270 (26.9%) and less than $21,291 (23.9%).

29. What is your highest level of education?				
	English	Spanish	Combined	
Less than High School Degree	8	1	9	4.43%
High School Degree/GED	75	5	80	39.41%
Associate's Degree	39	1	40	19.70%
Bachelor's Degree	49	0	49	24.14%
Graduate or Professional Degree	25	0	25	12.32%
Answered	**196**	**7**	203	
Skipped	31	6	37	

Notable Finding

- The highest proportion of respondents had a high school degree/ GED (39.4%).

30. Please select the employment status that most accurately applies to you.				
	English	Spanish	Combined	
I am a student.	4	0	4	1.97%
I am employed full-time.	124	2	126	62.07%
I am employed part-time.	6	1	7	3.45%
I am employed part-time, but looking for a full-time job.	3	0	3	1.48%
I am employed part-time, but looking for another part-time job.	0	0	0	0.00%
I am unemployed.	30	4	34	16.75%
I am retired or out of the workforce.	29	0	29	14.29%
Answered	**196**	**7**	203	
Skipped	31	6	37	

Notable Finding

- Almost two-thirds of respondents (62.1%) were employed full-time.

31. Please estimate the range that best describes your credit score.				
	English	Spanish	Combined	
Under 500	14	3	17	8.46%
500 – 550	9	1	10	4.98%
551 – 600	17	0	17	8.46%
601 – 650	33	0	33	16.42%
651 – 700	27	0	27	13.43%
Above 700	59	0	59	29.35%
I don't know my credit score.	35	3	38	18.91%
Answered	**194**	**7**	201	
Skipped	33	6	39	

Notable Finding

- The highest proportion of respondents (29.4%) had a credit score above 700.

APPENDIX C: CDFI CERTIFICATION READINESS ASSESSMENT

This section presents an analysis of CAPK's level of CDFI readiness according to the seven requirements for CDFI certification. As outlined below, CAPK meets three of the seven requirements.

REQUIREMENT #1: LEGAL ENTITY REQUIREMENT

Requirement Purpose:

To demonstrate that the applicant is a legal entity duly organized and validly existing under the laws of the state jurisdiction in which it is incorporated or established and also has a valid Employer Identification Number (EIN).

- *Does CAPK meet requirement*? **Yes**

Recommended Next Steps:

While CAPK is a legal entity, a separate CDFI entity will need to be fully incorporated and obtain a Data Universal Numbering System (DUNS) and EIN number for the new entity.

It will also be useful, once CAPK has incorporated the new entity and obtains an EIN and a DUNS Number, for the organization to register with the System for Award Management (SAM). SAM is a government-wide registry for organizations that seek to do business with the federal government. SAM collects, validates, stores, and disseminates data to support a variety of federal initiatives and is required to make submissions through grants.gov. If an organization is not registered, it may register online at www.sam.gov.

REQUIREMENT #2: PRIMARY MISSION REQUIREMENT

Requirement Purpose:

To prove the applicant has a primary mission of promoting community development by providing activities directed towards improving the social or economic conditions of underserved people and/or residents of economically distressed communities.

- *Does CAPK meet requirement?* **No**

Recommended Next Steps:

The Board of Directors should adopt a mission by formal resolution that explicitly demonstrates a commitment by the CDFI entity of promoting community development to underserved or low-income communities. This mission statement should be in place for the time period the organization is reporting for its activities, demonstrating the mission was in place when CDFI activities being reported in the application occurred.

In the experience of FUND Consulting, it is important to include the following key words, in some combination, in the mission statement in order to qualify for CDFI Certification:

- Community Development
- Finance
- Low-Income and/or Underserved

Should CAPK wish to work with FUND Consulting on a certification application, the FUND team can work with CAPK to craft a new mission statement.

CAPK's current mission statement, *At CAPK we envision a future where communities are economically stable centers of potential with abundant resources for all people,* does not explicitly discuss the provision of activities by the organization to improve social or economic conditions for underserved people. If CAPK proceeds with forming a new entity to direct CDFI activities, that entity should also adopt its own mission statement that aligns with CDFI Fund guidance.

Information on Potential Changes:

In the CDFI Fund's proposed CDFI Certification Application that was released in May 2020, the CDFI Fund has indicated that they are considering the following changes:

- In addition to having a primary mission of promoting community development, applicants must also indicate whether they have a reasonable community development strategy and engage in responsible financing practices. The community development strategy should include offering financial products or services that are supportive of the organization's community development objectives. As a part of this requirement, applicants will likely be required to identify their community development objectives, the outcomes supported by their activities, and the characteristics of their products that lead to these outcomes. Applicants will also be required to demonstrate and/or confirm that their products and services do not harm consumers, are affordable and based on ability to repay, and practice transparency and fair collections practices in addition to compliance with federal, state, and local regulations.
- Affiliated entities of applicant organizations will also need to demonstrate a Primary Mission in line with the CDFI Fund's requirements if the affiliate:
    - Controls the Applicants; or
    - Engages in the provision of Financial Products and/or Financial Services.
- Applicants' primary mission of promoting community development must be in place for a full 12 months prior to submission of a CDFI Certification Application. Spinoff entities in existence for less than 12 months must demonstrate that the original entity has a primary mission statement in place for a full 12 months and meets the CDFI Fund's primary mission criteria.

REQUIREMENT #3: FINANCING ENTITY REQUIREMENT

Requirement Purpose:

To demonstrate that the applicant's predominant business activity is the provision, in arms-length transactions, of Financial Products, Development Services, and/or other similar financing. Regulated Insured Depository Institutions, Depository Institution Holding Companies, and Insured Credit Unions are presumed to meet the financing entity certification criterion by virtue of being chartered by an appropriate federal banking agency, which licenses such entities to provide Financial Products. Non-regulated institutions demonstrate they meet the financing entity test by meeting each of the following requirements:

- Engages in direct financing activity as reflected on its financial statements and/or executed notes.
- Dedicates a predominance (more than 50%) of its assets to Financial Products, Development Services, and/or other similar financing;
- Has begun to use its own capital to provide Financial Products to non-affiliated entities;
- Dedicates a predominance (more than 50%) of its staff-time to the provision of Financial Products, Development Services, and/or other financing;
- Maintains sufficient capital to continue financing activities for at least three months (one quarter).

➢ *Does CAPK meet requirement?* **No**

Analysis

CAPK has not engaged in any financing activity to-date, so the organization does not meet the Financing Entity Requirement.

Recommended Next Steps:

The majority of CAPK's staff-time is not dedicated solely to providing financial products and this test will likely always be difficult for an organization as large as CAPK to meet. Instead, the CAPK team has discussed forming a separate entity to provide Financial Products, Development Services, and/or other financing. FUND Consulting recommends that CAPK should be mindful that at the time a Certification Application is submitted that the staff-time at the new CDFI entity dedicated to Financing and Development Services activities exceeds the 51% threshold.

Information on Potential Changes:

As previously mentioned, the CDFI Fund released proposed changes to the certification process for public comment in May 2020. They have indicated that changes to certification will likely include the following:

- A minimum of one year of financing activity will be needed prior to applying for CDFI Certification.
    - Entities may have less than a year of financing activity if they are applying as a "spinoff" entity. Spinoff entities must meet the following criteria:
        - Be a separate legal entity.
        - Have received a transfer of financial products from the original entity and demonstrate that they offer at least one of the financial products transferred to them.
        - Demonstrate that the original entity offered the Financial Product transferred to them for at least one full year prior to submission.
        - Demonstrated that they have closed on at least one Financial Products on their own prior to submission.

- Financial products eligible for inclusion in the financing entity test will include loans, equity investments, and loan purchases that were either originated from a certified CDFI or another organization that made loans to the applicant's Target Market.

- An organization will no longer need to show that the majority of its assets or staff time are dedicated to the provision of Financial Products and Services in order for it to be considered to be "predominant." Rather, predominant activities will be considered to be those that make up the largest share of an organization's assets and staff time. If an organization has assets on its balance sheet, such as property or endowments, that might cause an Applicants assets dedicated to Financing to appear as if they are not the predominant activity, an organization may provide an explanation to the CDFI Fund of why their predominant business activity should be considered to be the delivery of Financial Products and Services.

REQUIREMENT #4: TARGET MARKET REQUIREMENT

Requirement Purpose:

To demonstrate that the applicant (1) serves an eligible Target Market; and (2) that at least 60% of its activities, in both number and dollar amount, are directed towards that Target Market. An organization may serve any combination of eligible Target Markets.

General Notes:
The CDFI Fund designates three (3) types of Target Markets: 1) Investment Area; 2) Low-Income Targeted Population; 3) Other Targeted Population.

1) **Investment Areas** meet at least one of the following economic distress criteria and have significant unmet needs for Financial Products and Services, or are wholly located within an Empowerment Zone or Enterprise Community.

- Poverty Rate greater than 20%;
- Median Family Income (MFI) at 80% or below specific MFI benchmarks;
- Unemployment Rate 1.5 time the national average.

2) **Low-income Targeted Populations** for a specified geographic unit is comprised of individuals whose family income (adjusted for family size) is:

- For metropolitan areas, 80% of the area median family income; and
- For non-metropolitan areas, the greater of:
    - 80% of the area median family income; or
    - 80% of the statewide non-Metropolitan Area median family income.

3) **Other Targeted Populations** for a specified geographic unit:

- African American;
- Hispanic;
- Native American;
- Native Alaskan, residing in Alaska;
- Native Hawaiian, residing in Hawaii;
- Other Pacific Islander, residing in Other Pacific Islands; or
- Other.

➢ *Does CAPK meet requirement?* **No**

Analysis

FUND Consulting is not able to determine an appropriate Target Market until CAPK, possibly through an affiliate entity, has engaged in financing activities.

To be eligible for certification, at least 60% of both the number and dollar amount of lending in a given fiscal year must be to one or more Target Markets. A CDFI can meet the minimum 60% threshold serving any combination of Target Markets in aggregate. Please note, any loans that fall within more than one of the identified Target Markets can only be counted once.

Based on what FUND Consulting knows of CAPK's current programming and service area, the following Target Markets could be appropriate:

- An Investment Area centered on Kern County
    - This may include all Investment Area-qualified census tracts in Kern County or a select number of contiguous census tracts in Kern County.
- A Low-Income Targeted Population (LITP) in Kern County
- An Other Targeted Population (OTP) of Hispanic borrowers in Kern County

Please note that either of the latter two Target Markets require CAPK to collect data on borrower race/ethnicity (OTP) or income (LITP) in order to properly analyze lending. An Investment Area Target Market only requires at least one address associated with each loan transaction.

Recommended Next Steps:

After CAPK decides whether to create a separate entity to oversee CDFI activities, incorporates that entity and approves a mission statement, the CDFI entity should start engaging in lending activities. It is helpful to keep in mind the potential Target Markets noted above to ensure the organization collects all necessary data from borrowers and is able to monitor the geographic and demographic distribution of loans while preparing to apply for Certification.

The identification of Target Market(s) for the organization should also take into account the CDFI Fund's accountability requirements (see Requirement #5, Accountability below).

Finally, please keep in mind that CDFI Certification is based on the applicant's lending in its most recently completed fiscal year and the current fiscal year. If certified, the CDFI will be required to annually report on lending within its Target Market so FUND recommends establishing systems for tracking lending activity.

Information on Potential Changes:

As previously mentioned, the CDFI Fund released proposed changes to the certification process for public comment in May 2020. They have indicated that changes to certification will likely include the following:

- Target Markets will no longer need to be geographically-bound. As such, by default, Investment Area Target Markets will include all Investment Area Qualified census tracts nationally. Similarly, Other Targeted Populations and Low Income Targeted Populations will by default include all members of the relevant population nationally.
    - Organizations will still be able to identity "Custom" Investment Areas that include a mixture of qualified and non-qualified census tracts. At least 85% of the population of the Custom Investment Area must still live in qualified census tracts in the Investment

Area. Additionally, at least 85% of financing activity within the Custom Investment Area must be directed to qualified census tracts.

- The CDFI Fund is proposing to add a new proxy for determining inclusion in a Low Income Targeted Population based on census block group information.
- The CDFI Fund will include two additional Other Targeted Populations to the current list, Persons with Disabilities and Certified CDFIs.
- There must be at least 12 months of activity prior to applying for CDFI Certification.
    - If an organization applies as a "spinoff" of an existing entity, they may have less than 12 months of activity if the original entity offered Financial Products to the Target Market for at least 12 months prior to application submission and if the spinoff has originated at least one Financial Products transferred to them from the original entity prior to application submission. In this case, any Financial products closed by the entity applying or products that were closed by the original entity and that were transferred to the applicant during the 12 month prior to submission will be including in the CDFI Fund's assessment of Target Market lending.
- The CDFI Fund will expand the type of Financial Products that count toward Target Market activity to include loan purchases, either of loans originated by other CDFIs or of loans originated by non-CDFIs that were made to the Target Market, as well as credit cards.
- In order to become certified, an applicant organization will be required to submit a Certification Transaction Level Report, detailing loans made over the preceding twelve-month period, to demonstrate that 60% of loans have been deployed to one or more Target Markets. Currently, applicants are only required to provide aggregate lending data.
- After a CDFI is certified, fulfillment of the 60% Target Market lending requirement will be assessed based on a three-year average (currently CDFIs are required to verify they meet the 60% requirement each fiscal year).

REQUIREMENT #5: ACCOUNTABILITY REQUIREMENT

Requirement Purpose:

To demonstrate that the applicant maintains accountability to residents of its Investment Area(s) or Targeted Population(s) through representation on its Governing Board or otherwise. A CDFI can demonstrate accountability through a Governing Board or Advisory Board.

Meeting the Requirement:

Governing and Advisory Boards Accountability:

1) Investment Areas: A board member may be representative of an Investment Area Target Market if he/she:

- Resides in a qualified census tract in the Investment Area; or
- Owns a business located in a qualified census tract in the Investment Area. Business should employ residents of the Investment Area and/or provide goods and/or services to the Investment Area; or
- Is an Elected Official for the Investment Area; or
- Is an individual who works as an employee or board member for an organization that primarily provides services to residents of the Investment Area.

For a local Investment Area, the CDFI Fund requires that 30% of board members be accountable to the Investment Area Target Market.

2) Low-Income Targeted Population: A board member may be representative of a Low-Income Targeted Population (LITP) Target Market if he/she:

- Is a Low-income individual who lives or works in the area served; or
- Is an individual who works as an employee or board member for an organization that primarily provides services to Low-income people in the area served.

For LITPs serving a local geographic area, the CDFI Fund requires that 20% of board members be accountable to a Low-Income Targeted Population Target Market.

3) Other Targeted Population: A board member may be representative of an Other Targeted Population Target Market if he/she:

- Is a member of the eligible Other Targeted Population who lives or works in the geographic area served.

For OTPs serving a local geographic area, the CDFI Fund requires that 20% of board members be accountable to an Other Targeted Population Target Market.

- *Does CAPK meet requirement?* **No**

Analysis

FUND Consulting was not able to analyze Accountability to a specific Target Market at this time because CAPK has not yet engaged in financing activities. Instead, the FUND team reviewed CAPK's Accountability to the three potential Target Markets discussed in the previous section:

- An Investment Area centered on Kern County

- A Low-Income Targeted Population in Kern County
- An Other Targeted Population of Hispanic borrowers in Kern County
- An Other Targeted Population of African American borrowers in Kern County

Based on CAPK's existing Board of Directors, FUND determined that CAPK's current governing board meets the accountability requirements for each Target Market in the following ways:

- 80% of the governing board, or 12 of 15 individuals, is accountable to the potential Investment Area of Kern County. This exceeds the 30% threshold established by the CDFI Fund for accountability to a local Investment Area. It is possible that additional Board members could provide accountability to the Investment Area, but some addresses were not designated as home or work, which prevented their use when determining accountability.
- 40% of the governing board, or 6 of 15 individuals, may be accountable to a Low-Income Targeted Population in Kern County. CAPK did not provide income data for Board members or other Board/ professional affiliations, so this determination was made using the "Low Income Sector" designation CAPK uses for its board. This exceeds the 20% threshold established by the CDFI Fund for accountability to a local Low-Income Targeted Population. In order to finalize this determination, FUND will either need to know the methodology CAPK uses to determine Low-Income Sector representatives or analyze additional income data for Board members.
- FUND could not analyze accountability to an Other Targeted Population of Hispanic or African American borrowers in Kern County because CAPK did not provide information on the race and ethnicity of board members. If CAPK is interested in serving an Other Targeted Population of Hispanic or African American borrowers in Kern County, at least 20% of the board will have to provide accountability to exceed the threshold established by the CDFI Fund for accountability to a local Other Targeted Population.

<u>Recommended Next Steps:</u>

FUND Consulting recommends that CAPK be cognizant of the 30% Investment Area, 20% Low-Income Targeted Population, and 20% Other Targeted Population accountability thresholds for a county-wide Target Market when appointing and replacing board members for a new entity to oversee CDFI activities. Additionally, please keep in mind that the current analysis was done using CAPK's Board of Directors, but a new affiliate entity for CDFI activities may not have the same Board.

If CAPK chooses to proceed with CDFI Certification through a new entity, it will be helpful to provide some additional information that will allow for a more in-depth accountability analysis, including other Board affiliations and details on Board member race/ethnicity, employment, and income.

<u>Information on Potential Changes:</u>

As previously mentioned, the CDFI Fund released proposed changes to the certification process for public comment in May 2020. They have indicated that changes to certification will likely include the following:

- Corresponding with the proposed changes to remove geographic boundaries from Target Markets, the CDFI Fund has also proposed removing the link to specific geographies for Target Market accountability. In other words, a board member who is accountable to a specific Low Income Targeted Population, Investment Area, etc., could provide accountability to this Target Market on a national basis.

- Accountability thresholds for demonstrating accountability will change.
    - For Governing Boards, at least one board member must be accountable to each of a CDFI's Target Market and at least 33% of the total governing board must be accountable to a CDFI's overall Target Markets.
    - For Advisory Boards, at least one member must be accountable to each of a CDFI's Target Markets and 60% of Advisory Board members must be accountable to a CDFI's overall Target Markets. Additionally, when using Advisory Boards to establish accountability, at least 20% of the CDFIs governing board must also be accountable to the CDFI's overall Target Market and at least one Governing Board member must also serve on the Advisory Board.

REQUIREMENT #6: DEVELOPMENT SERVICES REQUIREMENT

Requirement Purpose:

The Applicant must demonstrate that it provides Development Services in conjunction with the Financial Products it provides. Development Services are technical assistance or training activities that prepare borrowers to access the organization's Financial Products. Examples include credit and/or homebuyer counseling, business plan development, or business finances training.

- *Does CAPK meet requirement?* **Yes**

Recommended Next Steps:

There are no recommended next steps at this time as CAPK meets this requirement. This determination was made based on the variety of financial literacy and education programs that CAPK offers in-house. Please note that in order to qualify for this requirement, Development Services must either be provided through the applicant entity or the applicant entity must include a Memorandum of Understanding (MOU) with its application that details the provision of services by another entity. CAPK could continue providing Development Services for a newly-created entity that oversees CDFI activities.

Information on Potential Changes:

As previously mentioned, the CDFI Fund released proposed changes to the certification process for public comment in May 2020. There are no proposed changes to the Development Services requirement relevant to CAPK.

REQUIREMENT #7: NON-GOVERNMENT ENTITY REQUIREMENT

Requirement Purpose:

A CDFI Certification Applicant must demonstrate that it is not an agency or instrumentality of the United States, or any State or political subdivision, or that it is controlled by any governmental entity. A CDFI must demonstrate that its Governing Board membership or executive management is not controlled by any government entity, or that it does not receive more than 50% of its operating budget or financing capital from a government entity.

- *Does CAPK meet requirement?* **Yes**

Recommended Next Steps:

There are no recommended next steps at this time as CAPK meets this requirement. However, if creating a new entity for CDFI Certification the organization will want to confirm this entity continues to meet the non-government entity requirement.

DANIELLS PHILLIPS VAUGHAN & BOCK
CPAs and Advisors

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Private Companies Practice Section

Community Action Partnership of Kern
Presentation to the Audit & Pension Committee

January 20, 2022

Items to be presented:

- Audit report for Community Action Partnership of Kern for the year ended February 28,2021

- Special Purpose audit report for Community Action Partnership of Kern for the year ended June 30, 2021

- Audit report for Community Action Partnership of Kern 401(a) Plan for the year ended February 28, 2021

- Audit report for Community Action Partnership of Kern 403(b) Plan for the year ended December 31, 2020

- Report to the Audit Committee

- Form 990 – Return of Organization Exempt From Income Tax – for the year ended February 28, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN

Report to the Audit Committee

November 29, 2021

DANIELLS PHILLIPS VAUGHAN & BOCK
CPAs and Advisors

An independently owned member RSM US Alliance

Member of AICPA Division for Firms
Private Companies Practice Section

Audit Committee
Community Action Partnership of Kern
Bakersfield, California

Attention: Mike Maggard, Audit Committee Chair

We are pleased to present this report related to our audit of the financial statements of **Community Action Partnership of Kern** for the year ended February 28, 2021. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for **Community Action Partnership of Kern**'s financial reporting process.

This report is intended solely for the information and use of the Audit Committee and management and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to **Community Action Partnership of Kern**.

Daniells Phillips Vaughan & Bock

November 29, 2021

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Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
Our Responsibilities with regard to the Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated February 5, 2021. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication regarding the planned scope and timing of our audit and discussed with you our identification of and planned audit response to significant risks of material misstatement.
Accounting Policies and Practices	**Preferability of Accounting Policies and Practices** Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice. **Adoption of, or Change in, Accounting Policies** Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Organization. The Organization did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period. **Significant or Unusual Transactions** We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. **Management's Judgments and Accounting Estimates** Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached "Summary of Significant Accounting Estimates."

Area	Comments
Audit Adjustments	There were no audit adjustments, proposed by us, made to the original trial balance presented to us to begin our audit.
Uncorrected Misstatements	We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.
Disagreements with Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.
Consultations with Other Accountants	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
Significant Issues Discussed with Management	No significant issues arising from the audit were discussed with or were the subject of correspondence with management.
Significant Difficulties Encountered in Performing the Audit	We did not encounter any significant difficulties in dealing with management during the audit.
Letter Communicating Deficiencies in Internal Control over Financial Reporting	We have separately communicated deficiencies in internal control over financial reporting identified during our audit of the financial statements, and this communication is attached as Exhibit A.
Certain Written Communications between Management and Our Firm	Copies of significant written communications between our firm and the management of the Organization, including the representation letter provided to us by management, are attached as Exhibit B.

COMMUNITY ACTION PARTNERSHIP OF KERN

Summary of Significant Accounting Estimates
Year Ended February 28, 2021

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. There were no significant accounting estimates reflected in the Organization's February 28, 2021 financial statements.

Exhibit A
Letter Communicating Deficiencies in Internal Control over Financial Reporting

To Management and the Board of Directors
Community Action Partnership of Kern
Bakersfield, California

In planning and performing our audit of the financial statements of **Community Action Partnership of Kern** (the Organization) as of and for the year ended February 28, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing, or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Following are descriptions of other identified deficiencies in internal control that we determined did not constitute significant deficiencies or material weaknesses:

Controls over Cash Disbursements

As one of its key controls over the cash disbursement process, the Organization has established that all check stubs be stamped "mailed" to document the completion of the cash disbursement process and that the check was mailed by an individual other than the person signing the checks. For four of forty cash disbursement transactions tested it was noted that the check stubs were not stamped "mailed." We recommend the Organization provide a training course for all finance staff regarding the established policies and procedures over the cash disbursements transaction cycle. This additional training will serve as a reminder to all finance staff regarding key controls which help to strengthen the Organization's documented policies and procedures over the cash disbursements transaction cycle.

300 New Stine Road – Bakersfield, CA 93303 – Tel. 661.834.7411 – Fax.661.834.4389 – www. dpvb.com

Controls over Payroll

There was no written documentation that the payroll manager had reviewed and approved the payroll register prior to the processing of payroll. Payroll is the Organization's largest expenditure. We recommend that the Organization develop and implement policies and procedures whereby the payroll registers are reviewed and approved by the payroll manager as evidenced by initials on the respective payroll registers. The implementation of this procedure will help to strengthen the Organization's controls over payroll.

This communication is intended solely for the information and use of management, the Board of Directors, and others within the organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

Daniells Phillips Vaughan & Bock

November 10, 2021

Exhibit B
Representation Letter

BOARD OF DIRECTORS

Curtis Floyd, Chair
Law Offices of Curtis Floyd

Fred Plane, Vice Chair
23rd U.S. Congressional District Representative

Nila Hogan, Secretary
Head Start Policy Council Representative

Janea Benton, Treasurer
32nd State Assembly District Representative

Jimmie D. Childress
Retired Teacher / Contractor

Joe Garcia
14th State Senate District Representative

Craig Henderson
The Henderson Group

Michelle Jara-Rangel
Owens Valley Career Development Center

Maritza Jimenez
South Kern County Representative

Mike Maggard
Kern County Board of Supervisors Representative

Pastor Jonathan Mullings
Truth Tabernacle

Yolanda Ochoa
East Kern County Representative

Marian Panos
City of Bakersfield Mayor's Office Representative

Guadalupe Perez
Greater Bakersfield Representative

Ana Vigil
North Kern County Representative

Chief Executive Officer
Jeremy T. Tobias

November 10, 2021

Daniells Phillips Vaughan & Bock
300 New Stine Road
Bakersfield, California 93309

This representation letter is provided in connection with your audit of the financial statements of **Community Action Partnership of Kern** (the Organization), which comprise the statements of financial position as of February 28, 2021, the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, that as of November 10, 2021:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated February 5, 2021 for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.

2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.

4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.

5. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

6. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.

7. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

8. With respect to the preparation of the audited financial statements and data collection form performed in the course of the audit:

   a. We have made all management decisions and performed all management functions;

   b. We assigned an appropriate individual to oversee the services;

   c. We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;

d. We have accepted responsibility for the results of the services; and

e. We have accepted responsibility for all significant judgments and decisions that were made.

9. We have no knowledge of any uncorrected misstatements in the financial statements.

Information Provided

10. We have provided you with:

a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters.

b. Additional information that you have requested from us for the purpose of the audit.

c. Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.

d. Minutes of the meetings of the governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

11. All transactions have been recorded in the accounting records and are reflected in the financial statements.

12. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.

13. We have no knowledge of allegations of fraud or suspected fraud affecting the Organization's financial statements involving:

a. Management.

b. Employees who have significant roles in internal control.

c. Others where the fraud could have a material effect on the financial statements.

14. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements received in communications from employees, former employees, regulators or others.

15. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations. Additionally, we specifically represent that we are responsible for determining that we are subject to the requirements of the Single Audit Act because we have received, expended or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.

16. We are not aware of any pending or threatened litigation and claims whose effects were considered when preparing the financial statements.

17. We have disclosed to you the identity of all of the Organization's related parties and all the related-party relationships and transactions of which we are aware.

18. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the Organization's ability to record, process, summarize and report financial data.

19. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

20. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Supplementary Information

21. With respect to supplementary information presented in relation to the financial statements as a whole:

    a. We acknowledge our responsibility for the presentation of such information.

    b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.

    c. The methods of measurement or presentation have not changed from those used in the prior period.

Compliance Considerations

In connection with your audit conducted in accordance with *Government Auditing Standards*, we confirm that management:

22. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.

23. Is responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to the auditee.

24. Has identified and disclosed to the auditor all instances that have occurred, or are likely to have occurred, of fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements.

25. Has identified and disclosed to the auditor all instances that have occurred, or are likely to have occurred, of waste or abuse that could be quantitatively or qualitatively material to the financial statements.

26. Is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

27. Acknowledges its responsibility for the design, implementation and maintenance of internal controls to prevent and detect fraud.

28. Has taken timely and appropriate steps to remedy identified or suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports.

29. Has a process to track the status of audit findings and recommendations.

30. Has identified for the auditor previous audits, attestation engagements and other studies related to the objectives of the audit and whether related recommendations have been implemented.

31. Acknowledges its responsibilities as it relates to non-audit services performed by the auditor, including that it assumes all management responsibilities; that it oversees the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience; that it evaluates the adequacy and results of the services performed; and that it accepts responsibility for the results of the services.

In connection with your audit of federal awards conducted in accordance with Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), we confirm:

32. Management is responsible for complying, and has complied, with the requirements of Uniform Guidance.

33. Management is responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of its federal programs.

34. Management is responsible for establishing and maintaining, and has established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that the auditee is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on its federal programs.

35. Management has prepared the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance has included expenditures made during the period being audited for all awards provided by federal and state agencies in the form of grants, federal/state cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriation and other assistance.

36. Management has identified and disclosed all of its government programs and related activities subject to the Uniform Guidance compliance audit.

37. Management has identified and disclosed to the auditor the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program. Management has further identified each aware resulting from programs in existence prior to December 26, 2014 and funding increments or new awards obtained after that date.

38. Management has made available all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.

39. Management has identified and disclosed to the auditor all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards or stated that there was no such noncompliance.

40. Management believes that the auditee has complied with the direct and material compliance requirements (except for noncompliance it has disclosed to the auditor).

41. Management has made available all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

42. Management has provided to the auditor its interpretations of any compliance requirements that are subject to varying interpretations.

43. Management has disclosed to the auditor any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.

44. Management has disclosed to the auditor the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

45. Management is responsible for taking corrective action on audit findings of the compliance audit.

46. Management has provided the auditor with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

47. Management has disclosed the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

48. Management has disclosed all known noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report or stated that there were no such known instances.

49. Management has disclosed whether any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.

50. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.

51. The copies of federal program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to the federal agency or pass-through entity, as applicable.

52. If applicable, management has monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.

53. If applicable, management has issued management decisions for audit findings that relate to federal and state awards it makes to subrecipients and such management decisions are issued within six months of acceptance of the audit report by the FAC. Additionally, management has followed up to ensure that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews and other means that pertain to the federal award provided to the subrecipient from the pass-through entity.

54. If applicable, management has considered the results of subrecipient monitoring and audits, and has made any necessary adjustments to the auditee's own books and records.

55. Management has charged costs to federal awards in accordance with applicable cost principles.

56. Management is responsible for, and has accurately prepared, the summary schedule of prior audit findings to include all findings required to be included by Uniform Guidance.

57. The reporting package does not contain protected personally identifiable information.

58. Management has accurately completed the appropriate sections of the data collection form.

59. If applicable, management has disclosed all contracts or other agreements with service organizations.

60. If applicable, management has disclosed to the auditor all communications from service organizations relating to noncompliance at those organizations.

Community Action Partnership of Kern

Jeremy T. Tobias, Chief Executive Officer

Tracy Webster, Chief Financial Officer



COMMUNITY ACTION PARTNERSHIP OF KERN

Financial Report
February 28, 2021

5005 Business Park North
Bakersfield, CA 93309

capk
Community Action Partnership of Kern

Helping People. . . Changing Lives.

COMMUNITY ACTION PARTERNSHIP OF KERN

FINANCIAL REPORT

FEBRUARY 28, 2021

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NANCY C. BELTON

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Community Action Partnership of Kern
Bakersfield, California

Report on the Financial Statements

We have audited the accompanying financial statements of **Community Action Partnership of Kern,** which comprise the statement of financial position as of February 28, 2021, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

300 New Stine Road – Bakersfield, CA 93309 – Tel. 661.834.7411 – Fax.661.834.4389 – www. dpvb.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Community Action Partnership of Kern** as of February 28, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

The financial statements of the Organization, as of and for the year ended February 29, 2020, were audited by other auditors, whose report dated November 19, 2020, expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal and state awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200*, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and the additional supplementary information on pages 23 through 66 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 10, 2021 on our consideration of **Community Action Partnership of Kern**'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering **Community Action Partnership of Kern**'s internal control over financial reporting and compliance.

Daniells Phillips Vaughan & Bock

Bakersfield, California
November 10, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN

STATEMENTS OF FINANCIAL POSITION
February 28, 2021 and February 29, 2020

	2021	2020
ASSETS		
Current Assets		
Cash	**$ 7,143,419**	$ 4,080,158
Grants and contracts receivable (Note 3)	**3,954,464**	4,795,724
Inventories (Note 4)	**1,212,729**	1,419,797
Prepaid expenses	**600,015**	442,824
Total current assets	**12,910,627**	10,738,503
Noncurrent Assets		
Cash restricted for program use by funding agencies	**601,052**	214,016
Property and equipment (Notes 5 and 7)	**10,440,221**	10,435,484
Total noncurrent assets	**11,041,273**	10,649,500
Total assets	**$ 23,951,900**	$ 21,388,003
LIABILITIES AND NET ASSETS		
Current Liabilities		
Current maturities of long-term debt (Note 7)	**$ 389,169**	$ 379,602
Accounts payable	**2,354,622**	2,796,053
Accrued expenses	**2,520,322**	1,948,895
Advances payable	**327,594**	2,913
Deferred revenue (Note 10)	**3,068,355**	1,556,313
Total current liabilities	**8,660,062**	6,683,776
Noncurrent Liabilities		
Long-term debt, less current maturities (Note 7)	**1,084,055**	1,473,202
Total liabilities	**9,744,117**	8,156,978
Commitments and Contingencies (Note 11)		
Net Assets		
With donor restrictions (Note 12)	**118,491**	63,819
Without donor restrictions		
Board designated for accrued vacation liability	**977,652**	644,697
Undesignated	**13,111,640**	12,522,509
Total net assets	**14,207,783**	13,231,025
Total liabilities and net assets	**$ 23,951,900**	$ 21,388,003

See Notes to Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN

STATEMENTS OF ACTIVITIES
Years Ended February 28, 2021 and February 29, 2020

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Program revenues:			
Federal grants	$ 63,381,731	$ -	$ 63,381,731
State grants	15,437,416	-	15,437,416
Local grants	1,448,872	18,732	1,467,604
Donations:			
Food	35,342,864	-	35,342,864
Cash	442,966	54,830	497,796
Contributions in-kind (Note 1)	350,625	-	350,625
Other revenue	1,422,293	-	1,422,293
Gain on sale of property and equipment	-	-	-
Net assets released from restriction	18,890	(18,890)	-
Total revenue, gains and other support	117,845,657	54,672	117,900,329
Program expenses:			
Child care and education	46,744,681	-	46,744,681
Nutrition	52,806,092	-	52,806,092
Energy conservation	3,766,067	-	3,766,067
Community services	5,821,772	-	5,821,772
General and administrative	7,760,726	-	7,760,726
Fundraising	24,233	-	24,233
Total expenses	116,923,571	-	116,923,571
Change in net assets	922,086	54,672	976,758
Net assets, beginning	13,167,206	63,819	13,231,025
Net assets, ending	$ 14,089,292	$ 118,491	$ 14,207,783

See Notes to Financial Statements.

	2020		
Without Donor Restrictions	With Donor Restrictions	Total
$ 55,559,861	$ -	$ 55,559,861
12,699,518	-	12,699,518
409,749	32,156	441,905
27,955,981	-	27,955,981
3,468	116,456	119,924
190,735	-	190,735
1,897,621	-	1,897,621
9,548	-	9,548
164,214	(164,214)	-
98,890,695	(15,602)	98,875,093
45,440,200	-	45,440,200
38,832,999	-	38,832,999
4,833,770	-	4,833,770
2,399,679	-	2,399,679
6,595,033	-	6,595,033
25,050	-	25,050
98,126,731	-	98,126,731
763,964	(15,602)	748,362
12,403,242	79,421	12,482,663
$ 13,167,206	$ 63,819	$ 13,231,025

COMMUNITY ACTION PARTNERSHIP OF KERN

STATEMENTS OF CASH FLOWS
Years Ended February 28, 2021 and February 29, 2020

	2021	2020
Cash Flows From Operating Activities		
Change in net assets	**$ 976,758**	$ 748,362
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	**1,222,564**	1,144,598
Debt forgiveness grant revenue	**(65,052)**	(65,052)
(Gain) on sale of property & equipment	**-**	(9,548)
Changes in assets and liabilities:		
(Increase) decrease in:		
Grants and contracts receivable	**841,260**	(405,752)
Inventory	**207,068**	(64,552)
Prepaid expenses	**(157,191)**	(168,488)
Increase (decrease) in:		
Accounts payable	**(441,431)**	769,258
Accrued expenses	**571,427**	517,532
Advances payable	**324,681**	(97,170)
Deferred revenue	**1,512,042**	471,957
Net cash provided by operating activities	**4,992,126**	2,841,145
Cash Flows From Investing Activities		
Insurance proceeds from stolen property	**-**	13,119
Proceeds from sale of property and equipment	**-**	9,548
Purchase of property and equipment	**(1,227,301)**	(268,569)
Net cash (used in) investing activities	**(1,227,301)**	(245,902)
Cash Flows From Financing Activities		
Principal payments on long-term borrowings -		
Net cash (used in) financing activities	**(314,528)**	(510,887)
Net increase in cash	**3,450,297**	2,084,356
Cash:		
Beginning	**4,294,174**	2,209,818
Ending	**$ 7,744,471**	$ 4,294,174
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest:	**$ 61,478**	$ 78,579
Supplemental Schedule of Noncash Operating Activities	**$ 350,625**	$ 190,735
Program expenses provided by contributions in-kind revenue		

See Notes to Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN

STATEMENTS OF FUNCTIONAL EXPENSES
Years Ended February 28, 2021 and February 29, 2020

	2021						
Expenditures	Child Care and Education	Nutrition	Energy Conservation	Community Services	General and Administrative	Fundraising	Total
Salaries	$ 23,839,842	$ 4,281,891	$ 1,613,377	$ 2,550,732	$ 351,455	$ 9,819	$ 32,647,116
Fringe benefits	6,924,496	1,117,425	392,896	555,828	283,455	1,166	9,275,266
Consultant/contract services	719,300	444,545	731,317	411,643	97,838	6,050	2,410,693
Travel	90,461	153,642	9,555	10,683	-	-	264,341
Space cost	3,420,146	817,566	186,574	812,166	3,203	-	5,239,655
Consumable supplies	1,875,963	527,803	82,093	389,285	121,516	2,342	2,999,002
Other costs	1,274,298	620,426	512,872	409,550	120,352	4,856	2,942,354
Program costs	8,377,153	3,026,762	209,286	481,946	-	-	12,095,147
Depreciation	223,022	428,685	28,097	190,499	352,261	-	1,222,564
Indirect expenses	-	-	-	-	6,430,646	-	6,430,646
Donated commodities	-	41,387,347	-	9,440	-	-	41,396,787
Total expenditures	$ 46,744,681	$ 52,806,092	$ 3,766,067	$ 5,821,772	$ 7,760,726	$ 24,233	$ 116,923,571

See Notes to Financial Statements

	2020						
Expenditures	Child Care and Education	Nutrition	Energy Conservation	Community Services	General and Administrative	Fundraising	Total
Salaries	$ 21,919,145	$ 3,705,414	$ 1,657,255	$ 1,149,565	$ 112,805	$ 1,206	$ 28,545,390
Fringe benefits	6,647,327	1,033,375	378,872	294,061	22,144	144	8,375,923
Consultant/contract services	873,786	153,696	1,263,947	202,659	45,934	19,791	2,559,813
Travel	425,182	150,786	53,840	36,610	23	-	666,441
Space cost	3,511,396	648,319	187,909	287,556	1,552	327	4,637,059
Consumable supplies	1,874,085	425,112	169,774	79,739	1,086	1,987	2,551,783
Other costs	1,193,399	405,779	595,824	150,813	39,103	1,595	2,386,513
Program costs	8,847,096	808,521	494,262	18,625	190	-	10,168,694
Depreciation	148,784	283,259	32,087	180,051	500,417	-	1,144,598
Indirect expenses	-	-	-	-	5,871,779	-	5,871,779
Donated commodities	-	31,218,738	-	-	-	-	31,218,738
Total expenditures	$ 45,440,200	$ 38,832,999	$ 4,833,770	$ 2,399,679	$ 6,595,033	$ 25,050	$ 98,126,731

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities and Significant Accounting Policies

Nature of Activities and Reporting Entity: **Community Action Partnership of Kern** (the Organization) is the designated Community Action Agency of Kern County. The purpose of the Organization is to mobilize and utilize public and private resources of the urban and rural communities in the County of Kern to combat poverty through community action programs. Major classifications of program expenses are childcare, nutrition, energy conservation, and community services.

Global Pandemic: The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad and negative impact on commerce and financial markets around the world. The United States and global markets experienced significant declines in value resulting from uncertainty caused by the pandemic. The Organization is closely monitoring its liquidity and is actively working to minimize the impact of these declines. The extent of the impact of COVID-19 on the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on the Organization's grantors, employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact the Organization's financial position and changes in net assets and cash flows is uncertain and the accompanying financial statements include no adjustments relating to the effects of this pandemic.

A summary of the Organization's significant accounting policies follows:

Basis of Presentation: The financial statements of the Organization have been prepared in accordance with accounting principles generally accepted in the United States of America, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

> *Net assets without donor restrictions:* Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Organization's management and the board of directors.
>
> *Net assets with donor restrictions:* Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.
>
> Donor restricted contributions are reported as increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

Measure of Operations: The statements of activities report all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing activities. Nonoperating activities are other activities considered to be of a more unusual or nonrecurring in nature.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTES TO FINANCIAL STATEMENTS

Revenue and Support: Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restriction.

Cash: The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash.

The Organization is required to maintain separate bank accounts in accordance with certain grant restrictions. As of February 28, 2021 and February 29, 2020, there was $601,052 and $214,021, respectively, in separate bank accounts.

Grants and Contracts Receivable: Grants and contracts receivable represent the portion of grants earned but not received as of year-end.

Inventories: Inventories are comprised of food commodities and building weatherization supplies. Supplies are stated at cost, purchased food is stated at lower of cost or net realizable value, and food commodities received from the United States Department of Agriculture (USDA) are valued based on the USDA fair value commodity listing.

Property and Equipment: Property and equipment is stated at cost. The federal government retains a reversionary interest in property and equipment acquired with federal funds. Depreciation of property and equipment is computed on the straight-line method over the following estimated useful lives:

	Years
Buildings	10-35
Renovations	10-35
Vehicles	3
Equipment	3-5

The Organization's capitalization policy is to capitalize individual assets of $5,000 or greater that are expected to be utilized by the Organization in excess of one year. Lesser amounts are expensed as repairs and maintenance. Repairs and maintenance are charged to operations when incurred.

Compensated Absences: The Organization accrues compensated vacation pay for all qualifying employees. Sick leave is not payable upon termination, and therefore is not subject to accrual.

Deferred Revenue: Cash received for federal, state and privately funded special projects and programs is recognized as revenue to the extent that qualified expenditures have been incurred. Deferred revenue is recorded to the extent that cash received for specific projects and programs exceeds qualified expenditures.

Donated Services: Donated services are recognized in the financial statements as revenue and expense in equal amounts at their estimated fair values. In-kind grantee contributions totaling $361,572 and $190,735 are included in the statements of activities for the years ended February 28, 2021 and February 29, 2020, respectively, and include donations of supplies and professional volunteer time charged at a rate pursuant to related contract provisions. In-kind contributions of volunteer time by parents participating in the Head Start and Early Head Start programs are not included in the statements of activities, because they do not meet the criteria for recognition. The totals are $2,026,649 and $4,522,927 for the years ended February 28, 2021 and February 29, 2020, respectively.

Income Taxes: The Organization is a not-for-profit corporation and has been recognized as tax exempt pursuant to Section 501(c)(3) of the Internal Revenue Code and related California Franchise Tax Board code sections.

The Organization has adopted the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Organization may recognize the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The guidance on accounting for uncertainty in income taxes also addresses de-recognition, classification, interest and penalties on income taxes, and accounting in interim periods.

Functional Allocation of Expenses: The costs of providing the various programs as well as management and general activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and management and general activities benefited. This allocation is based upon management's estimate of hours spent on the programs and activities.

Authoritative Pronouncement Adopted: The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. The ASU provides temporary optional guidance intended to ease the burden of reference rate reform on financial reporting. The ASU applies to all entities that have contracts, hedging relationships and other transactions that reference the London Interbank Offered Rate (LIBOR) or another reference rate that is expected to be discontinued. The ASU was effective upon its issuance on March 12, 2020.

The guidance provides optional expedients and exceptions for applying existing guidance to contract modifications, hedging relationships and other transactions that are expected to be affected by reference rate reform and meet certain scope guidance. When a debt instrument that references LIBOR is modified to refer to a different reference rate, the Organization will elect to account for that modification prospectively by adjusting the effective interest rate. The Organization is not required to analyze whether the modification would be accounted for as a debt modification or extinguishment.

Authoritative Pronouncements Not Yet Adopted: In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the statements of financial position for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of activities.

A modified retrospective transition approach is required. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The Organization expects to adopt the guidance retrospectively at the beginning of the period of adoption, January 1, 2022, through a cumulative-effect adjustment, and will not apply the new standard to comparative periods presented.

The new standard provides a number of practical expedients. Upon adoption, the Organization expects to elect the transition package of practical expedients permitted within the new standard, which among other things, allows the carryforward of the historical lease classification.

The Organization is currently evaluating the impact of the pending adoption of the new standard on its financial statements.

In September 2020, the FASB issued ASU 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which requires a not-for-profit entity to present contributed nonfinancial assets in the statement of activities as a line item that is separate from contributions of cash or other financial assets. ASU 2020-07 also requires additional qualitative and quantitative disclosures about contributed nonfinancial assets received, disaggregated by category. This guidance is effective for fiscal years beginning after June 15, 2021, and for interim periods within annual periods beginning after June 15, 2022. This ASU is effective for the Organization on March 1, 2022. The adoption of ASU 2020-07 is not expected to have a significant impact on the Organization's financial statements.

Reclassifications: Certain items in the 2020 financial statements have been reclassified to conform to the 2021 presentation, with no effect on change in net assets.

Subsequent Events: The Organization has evaluated subsequent events through November 10, 2021, the date on which the financial statements were available to be issued. There were no subsequent events identified by management which would require disclosure in the financial statements.

Note 2. Financial Assets and Liquidity Resources

The following table represents the Organization's financial assets as of February 28, 2021 and February 29, 2020:

	2021	2020
Financial assets at year-end:		
Cash	$ 7,744,471	$ 4,294,174
Grants and contracts receivable	3,954,464	4,795,724
	11,698,935	9,089,898
Less amounts not available to be used within one year:		
Net assets with donor restrictions	118,491	63,819
Financial assets available to meet expenditures over the next twelve months	$ 11,580,444	$ 9,026,079

NOTES TO FINANCIAL STATEMENTS

The Organization's operations are funded primarily by grant funds, generally with specific programmatic requirements. The Organization closely monitors program expenditures in accordance with grant budgets and within grant periods of performance. Expenses for grant funded programs are generally incurred only to the extent that there is grant funding under contract for payment. Because program expenses are generally not incurred outside of grant contract terms, there is low risk of incurring expenses for which funds are not received.

The Organization's goal is to maintain a combination of financial assets and lines of credit to meet 30 days of operating expenses (approximately $7.0 million), as this is approximately the Grants and Contracts Receivable Days Outstanding. In addition to the financial assets available to meet general expenditures over the next twelve months as of February 28, 2021, of $11,730,258, the Organization maintains a line of credit with a bank totaling $1.5 million to assist with cash flow needs.

Note 3. Grants and Contracts Receivable

The grants and contracts receivable at February 28, 2021 and February 29, 2020 are as follows:

	2021	2020
Federal funds	$ 2,881,913	$ 3,883,877
State funds	992,512	826,284
Private funds	44,220	25,236
Other	35,819	60,327
	$ 3,954,464	$ 4,795,724

Note 4. Inventories

Inventories as of February 28, 2021 and February 29, 2020 are comprised of the following:

	2021	2020
Food commodities	$ 1,024,048	$ 1,284,710
Weatherization supplies	188,681	135,087
	$ 1,212,729	$ 1,419,797

Note 5. Property and Equipment

Property and equipment as of February 28, 2021 and February 29, 2020 is comprised of the following:

	2021	2020
Land	$ 1,776,669	$ 1,776,669
Buildings	17,864,689	17,864,689
Renovations	5,862,616	5,849,539
Vehicles	4,300,302	3,450,066
Equipment	2,389,224	2,040,485
	32,193,500	30,981,448
Less accumulated depreciation	21,753,279	20,545,964
	$ 10,440,221	$ 10,435,484

The federal government has a reversionary interest in property and equipment at February 28, 2021 and February 29, 2020 in the amount of $27,307,039 and $26,094,988, respectively, with accumulated depreciation of $18,157,109 and $17,264,322, respectively.

Note 6. Note Payable

The Organization has a $1,500,000 revolving line of credit agreement with a bank, which provides for credit through January 2022. As of February 28, 2021, the full amount was available to the Organization for draws under the agreement. The note bears interest at the daily one-month LIBOR rate (0.11850% as of February 28, 2021) plus 3.75% and is unsecured.

Note 7. Pledged Assets and Long-term Debt

Long-term debt consists of the following as of February 28, 2021 and February 29, 2020:

	2021	2020
Note payable to a bank:		
Secured by deed of trust, due in monthly installments of $23,790 including interest at 4.2%, due July 2025	$ 1,133,098	$ 1,364,786
Secured by land and building, due in monthly installments of $6,903 including interest at 3.98%, due December 2022	144,970	227,810
Non-interest bearing State of California, Department of Corrections and Rehabilitation Grant, secured by deed of trust, due in annual installments of $65,052 through 2023 (*)	195,156	260,208
	$ 1,473,224	$ 1,852,804

* A Department of Corrections and Rehabilitation (formerly the Department of the Youth Authority) loan from the State of California was secured and executed July 16,1999, in the amount of $1,301,040 for the construction of a facility located in the City of Shafter and County of Kern for use as a youth center. Equal annual installments of $65,052 are due through 2023. Each annual payment due is to be deemed forgiven, in whole, or in part, as long as the Organization operates the facility as a youth center for a period of 20 years, beginning with 2003, the year operations began in the completed center. The balances outstanding at February 28, 2021 and February 29, 2020, represent cash drawn on the note, net of debt forgiveness to date.

Aggregate maturities of long-term debt as of February 28, 2021 are due in future years as follows:

Year ending February 28/29,	
2022	$ 389,169
2023	379,626
2024	328,458
2025	274,799
2026	101,172
	$ 1,473,224

Note 8. Retirement Plans

401 (a) Plan

The Organization has a defined contribution money purchase plan, which covers all employees who have been employed for one year or more with at least 1,000 hours worked during the year, and who are at least 21 years of age. The employer's contribution is as follows:

> Group "A" – 10% of the Participant's Compensation for the Plan Year. Group "A" is defined as "Executive Director".
>
> Group "B" – 7.5% of the Participant's Compensation for that Plan Year. Group "B" is defined as "Division Director".
>
> Group "C" – 5% of the Participant's Compensation for that Plan Year. Group "C" is defined as "all Participants who are not in Group "A" or "B".

Employees become vested 25% upon two years of service, 50% upon three years of service, 75% upon four years of service, and 100% upon five years of service. Participants also become 100% vested upon normal retirement, disability, or death. The Organization's pension contribution for the years ended February 28, 2021 and February 29, 2020, was $1,609,117 and $1,293,531, respectively.

403(b) Plan

The Organization has a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code (IRC). The employees of the Organization become immediately eligible upon being hired. Participants may contribute from $1 up to the maximum amount allowed by law and certain discrimination tests prescribed by the IRC. All contributions to the Plan are directed by the participants into investments in the funds made available through a contract with the trustee. A participant's vested interest will be 100% at all times, meaning participants are entitled to all of the amounts in their accounts attributable to the following:

- Elective deferrals including Roth elective deferrals and catch-up contributions
- Rollover contributions

The Organization may elect to match contributions each Plan year in an amount to be determined by the board of directors. The Organization made no contributions for the years ended February 28, 2021 or February 29, 2020.

457(b) Plan

On January 1, 2020, the Organization established a tax exempt 457(b) plan (the Plan), which covers all employees that the Organization has determined are in a select group of management or highly compensated employees as would constitute a "top-hat" group within the meaning of Title I of ERISA. The employees in this group become eligible to participant in the Plan as of the Plan effective date January 1, 2020 or as of his/her first day of employment with the Organization, whichever is sooner. All contributions to the Plan are directed by the participant into investments in the funds made available through a contract with the trustee. A participant's vested interest will be 100% at all times, meaning participants are entitled to all of the amounts in their accounts attributable to the following:

- Elective deferrals including Roth elective deferrals and catch-up contributions
- Rollover contributions

The Organization may elect to match contributions each Plan year in an amount to be determined by the employer. The Organization contributed $10,974 for the year ended February 28, 2021.

Note 9. Accrued Vacation

Accumulated unpaid employee vacation benefits are recognized as liabilities of the Organization. The liability is recognized in the program to which the liability relates. The value of accumulated vacation at February 28, 2021 and February 29, 2020, is as follows:

	2021	2020
Early Head Start	$ 472,595	$ 347,364
Indirect Fund	384,061	229,990
Head Start	291,133	179,380
Early Head Start San Joaquin	200,635	124,401
Women, Infants, and Children	96,651	34,101
Low Income Home Energy Assistance Program	74,357	54,689
Community Services Block Grant	56,040	33,738
Migrant Alternative Payment	48,597	28,702
County of Kern 211	20,787	7,907
Early Head Start Expansion	13,169	4,904
Commodity Supplement Food Program	5,785	3,612
Economic Empowerment	-	82
	$ 1,663,810	$ 1,048,870

All accrued vacation is unfunded, with the exception of the following, which have been funded at February 28, 2021 and February 29, 2020:

	2021	2020
Early Head Start	$ 472,595	$ 347,364
Head Start	291,133	179,380
Early Head Start San Joaquin	200,635	124,401
Early Head Start Expansion	13,169	4,904
	$ 977,532	$ 656,049

Cash is maintained in separate interest-bearing bank accounts. The cash is reserved for this specific purpose and is not combined with the operating cash of the Organization.

Note 10. Deferred Revenue

Deferred revenue as of February 28, 2021 and February 29, 2020, is as follows:

	2021	2020
California State Preschool	$ 775,350	$ 68,939
Migrant Alternative Payment	511,336	802,887
Community Services Block Grant	260,174	-
California Association of Food Banks	235,722	-
State Drought Food Assistance	192,085	119,145
Food Bank Expansion	181,818	-
Sierra Foundation - Asthma Mitigation	153,575	-
Silicon Valley Community Foundation	107,652	-
Kaiser Foundation	95,000	-
Virginia & Alfred Harrell Foundation Literacy Program	87,396	-
Wonderful Foundation	84,743	-
Early Head Start San Joaquin	83,796	-
Migrant Child Care	81,659	74,029
Feed America Senior Hunger	50,000	-
Wells Fargo Foundation	46,982	6,272
Anthem Blue Cross Food Bank	46,149	-
Southern California Edison	19,613	35,000
Senior Farmers Market Nutrition Program	16,254	-
DOE WAP	13,941	15,239
Volunteer Income Tax Assistance	10,000	-
NALEO Educational Fund	7,109	-
Dignity Health	4,677	4,678
California Endowment	2,000	2,000
United Way	905	46,946
County of Kern 211	288	-
Migrant Specialized Services	131	7,412
General Child Care and Development	-	228,618
Disgorgement Assistance Program (DAP)	-	85,680
Sierra Foundation - Census	-	40,000
Bank of the West	-	15,226
East Kern Family Resource Center	-	4,077
First 5 - Help Me Grow	-	165
	$ 3,068,355	$ 1,556,313

NOTES TO FINANCIAL STATEMENTS

Note 11. Commitments and Contingencies

The Organization has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. If the review or audit discloses exceptions, the Organization may incur a liability to grantor agencies.

The Organization leases various facilities under noncancelable operating leases that expire through June 2033. Rental expense for the years ended February 28, 2021 and February 29, 2020, was $1,741,025 and $1,475,585, respectively. At February 28, 2021, total annual rental commitments are as follows:

Year ending February 28/29,	
2022	$ 1,295,648
2023	973,747
2024	623,147
2025	308,978
2026	76,112
Later years	199,760
	$ 3,477,392

Note 12. Net Assets with Donor Restrictions

Net assets with donor restrictions as of February 28, 2021 and February 29, 2020, are as follows:

	2021	2020
Food Bank Expansion	$ 24,623	$ -
Blue Shield Wellness Program	19,948	19,948
Friendship House - Advisory Board	19,739	26,441
East Kern Family Resource Center	18,912	11,994
Friendship House	10,824	-
M Street Navigation Center	7,390	-
Shafter Youth Center	4,104	-
Differential Response	3,926	-
WIC	3,577	188
Youth Centers - Robotics/STEM	2,548	2,548
Youth Centers - Macy's STEM	2,500	-
Youth Centers - First Aid	200	200
Volunteer Income Tax Assistance Program	200	-
Youth Centers - Girl Scouts	-	500
Youth Centers - Museum on the Move	-	2,000
	$ 118,491	$ 63,819

Note 13. Concentration of Revenue

For the year ended February 28, 2021 approximately 51% of the Organization’s total revenue was received from two grant sources. For the year ended February 29, 2020 approximately 54% of the Organization’s total revenue was received from one grant source. Management believes the grants will be renewed on an ongoing basis.

Note 14. Unrelated Business Income Tax Matters

The Internal Revenue Service ("IRS") and certain state taxing authorities are currently revisiting what, if any, products and services provided by nonprofit organizations are subject to unrelated business income tax ("UBIT"). There is very little guidance in the IRS Code on what activities should be subject to UBIT. The IRS has indicated that they are studying the issue and may issue additional guidance. As a result, at this time there is uncertainty regarding whether the Organization should pay income tax on certain types of net taxable income from activities that may be considered by taxing authorities as unrelated to the purpose for which the Organization was granted non-taxable status. The Organization has not filed any tax returns in the past for potential taxable activities. The taxing authorities have the ability to assess taxes, penalties and interest for any years for which no tax return was filed. In the opinion of management, any liability resulting from taxing authorities imposing income taxes on the net taxable income from activities deemed to be unrelated to the Organization’s non-taxable status is not expected to have a material effect on the Organization’s financial position or results of operations.

SUPPLEMENTARY INFORMATION

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
Year Ended February 28, 2021
Page 1 of 5

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grantor's Number	Amount	Total
FEDERAL:				
U.S. Department of Health and Human Services				
Direct Program				
Early Head Start (EHS)Head Start - Kern	93.600	09CH011132-02	$ 25,182,283	
Early Head Start (EHS)/Head Start - Kern CARES ACT	93.600	09CH011132-02C3	957,589	
EHS Partnership	93.600	09HP000163-02	1,445,685	
EHS Partnership - CARES ACT	93.600	09HP000163-02C3	21,277	
EHS San Joaquin	93.600	09CH011406-01	4,659,085	
EHS San Joaquin - CARES ACT	93.600	09CH011406-01C3	175,421	
EHS San Joaquin	93.600	09CH011406-02	361,482	
				32,802,822
State of California- Pass through Programs				
Department of Community Servies and Development				
Community Services Block Grant	93.569	20F-3015	1,269,425	
Community Services Block Grant	93.569	21F-4015	276,621	
Community Services Block Grant - CARES ACT	93.569	20F-3654	590,264	
Community Services Block Grant - Discretionary	93.569	20F-3015	32,000	
Community Services Block Grant - Discretionary	93.569	20F-3654	40,361	
Community Services Block Grant - Discretionary	93.569	19F-4463	37,878	
				2,246,549
Low Income Home Energy Assistance Program	93.568	20B-2012	3,777,796	
Low Income Home Energy Assistance Program	93.568	21B-5012	64,226	
Low Income Home Energy Assistance Program CARES ACT	93.568	20U-2561	163,554	
				4,005,576
Department of Education				
Child Care and Development Fund				
General Child Care and Development	93.596	CCTR-9050	101,799	
General Child Care and Development	93.596	CCTR-0052	273,555	
California State Preschool	93.596	QRIS	3,000	
				378,354
Child Care and Development Block Grant				
General Child Care and Development	93.575	CCTR-9050	221,474	
General Child Care and Development	93.575	CCTR-0052	125,737	
Migrant Alternative Payment	93.575	CMAP-9000	1,950,630	
Migrant Alternative Payment	93.575	CMAP-0000	3,232,812	
				5,530,653
U.S. Department of Homeland Security				
Pass Through United Way of Kern County Local Board				
Emergency Food and Shelter	97.024	Phase 37	60,255	
Emergency Food and Shelter	97.024	Phase 38	51,096	
Emergency Food and Shelter	97.024	CARES	101,598	
				212,949
Food Bank delivery Program - CARES ACT	93.391	391-2020	2,000,000	
Housing for the Harvest CARES	93.391	N/A	117,044	

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
Year Ended February 28, 2021
Page 2 of 5

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grantor's Number	Amount	Total
FEDERAL, continued:				
Housing Authority of Kern County Rental & Mortgage Assistance 211	93.391	N/A	43,924	
Kern Recovers	93.391	N/A	5,000	
				2,165,968
U.S. Department of Housing and Urban Development				
Pass Through United Way of Kern County				
Housing and Urban Development	14.267	CA1799L9D041800	91,489	
Housing and Urban Development	14.267	CA1799L9D041901	148,003	
				239,492
ESG CARES ACT Homeless Services	14.231	752-2020	64,473	
				64,473
U.S. Department of the Treasury				
Direct Program				
Internal Revenue Service - Volunteer Income Tax Assistance (VITA)	21.009	19VITA0228	35,327	
Internal Revenue Service - Volunteer Income Tax Assistance (VITA)	21.009	21VITA0243	54,172	
				89,499
U.S. Department of Agriculture				
State of California - Pass Through Programs				
Department of Public Health				
Women, Infants, and Children (WIC)	10.557	19-10139	2,143,859	
Women, Infants, and Children (WIC)	10.557	19-10139	1,666,454	
				3,810,313
Department of Social Services				
Commodity Supplemental Food Program	10.565	16-MOU-6017	201,960	
Commodity Supplemental Food Program	10.565	16-MOU-20-6003	170,853	
Emergency Food Assistance Program (EFAP)	10.568	15-MOU-00118	128,495	
Emergency Food Assistance Program (EFAP)	10.568	15-MOU-00118	136,580	
Emergency Food Assistance Program (EFAP) CARES ACT	10.568	15-MOU-00118	720,031	
EFAP Families First Coronavirus Response Act	10.568	15-MOU-00118	387,218	
EFAP Coronavirus Relief Fund	10.568	15-MOU-00118	1,287,662	
EFAP Commodities	10.569	N/A	6,071,541	
				9,104,340
Trade Mitiagation	10.178	Phase 1-4	371,726	
				371,726
Supplemental Nutrition Assistance				
Cal Fresh	10.561	16-SUB-00876	24,057	
Cal Fresh	10.561	16-SUB-00876	39,955	
Cal Fresh	10.561	18-SUB-7012	27,268	
Cal Fresh	10.561	18-SUB-7012	38,167	
Cal Fresh Healthy Living	10.561	19-10324	675,484	
Cal Fresh Healthy Living	10.561	19-10324	457,751	
				1,262,682
Child and Adult Care Food - Kern	10.558	15-1248-OJ	341,350	
Child and Adult Care Food - Kern	10.558	15-1248-OJ	435,737	

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
Year Ended February 28, 2021
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Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grantor's Number	Amount	Total
FEDERAL, continued:				
Child and Adult Care Food - San Joaquin	10.558	15-1248-OJ	34,236	
Child and Adult Care Food - San Joaquin	10.558	15-1248-OJ	40,296	
				851,619
U.S. Department of Energy				
State of California - Pass-Through Programs				
Department of Community Services and Development				
Department of Energy				
Weatherization Assistance Program	81.042	17C-4010	(15,659)	
Weatherization Assistance Program	81.042	20C-6008	72	
				(15,587)
U.S. Department of General Services				
State of California-Office of California Volunteers				
AmeriCorps	94.006	17AFHY26-PG87	40,247	
AmeriCorps	94.006	17AFHY26-F196	149,207	
				189,454
U.S. Department of Health and Human Services				
State of California-Office of Child Abuse Prevention				
Economic Empowerment	93.590	EE-KERN 17-20	13,488	
Economic Empowerment	93.590	EE-KERN 17-20	35,549	
				49,037
U.S. Department of Education				
Department of Educatoin-First 5 California				
QRIS (Quality Rating and Improvement System) - *San Joaquin*	84.412	N/A	11,318	
				11,318
U.S. Department of Health and Human Services				
County of Kern- Department of Public Health				
Hospital Preparedness - Emergency Response	93.074	659-2017	10,494	
				10,494
				$ 63,381,731
STATE:				
State of California - Department of Education				
Migrant Alternative Payment		CMAP-9000	$ 1,313,569	
Migrant Alternative Payment		CMAP-0000	1,925,643	
General Child Care and Development		CCTR-9050	981,443	
General Child Care and Development		CCTR-0052	1,213,227	
California State Preschool		CSPP-9121	1,968,818	
California State Preschool		CSPP-0126	1,826,383	
California State Preschool - QRIS		N/A	27,013	
Migrant Child Care		CMIG-9004	110,985	
Migrant Child Care		CMIG-0004	71,735	
Migrant Specialized Services		CMSS-9004	20,571	
Migrant Specialized Services		CMSS-0004	16,259	
San Joaquin COE General Child Care		N/A	774,713	
Child Development Center Based Reserve Fund		Center Based Reserve	34,944	
				10,285,303

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
Year Ended June 30, 2020
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State Grantor Grantor Program Title	Grantor's Number	Amount	Total
State of California - Department of General Services			
AmeriCorps	AC26-F196	375,996	
AmeriCorps	EA1-196	82,710	
			458,706
State of California - Department of Human Services			
Home Visit Initiative	N/A	589,868	
Home Visit Initiative	N/A	1,052,849	
Positive Youth Development Services	509-2019	16,237	
Positive Youth Development Services	642-2020	35,277	
Positive Youth Development Services - MEDI-CAL	509-2019	2,110	
Positive Youth Development Services - MEDI-CAL	642-2020	125,121	
California Emergency Solutions and Housing Program	18-CESH-12453	46,040	
	N/A	25,976	
			1,893,478
State of California - Department of Public Health			
Sierra Foundation - Asthma Mitigation	N/A	46,425	
			46,425
State of California - Department of Social Services			
State Emergency Food Assistance	N/A	118,196	
State Emergency Food Assistance	N/A	192,778	
State Drought Food Assistance	N/A	26,523	
State Disaster Food Boxes	N/A	48,006	
Differential Response	N/A	52,718	
Differential Response	N/A	87,479	
County of Kern Low Barrier Homeless Shelter- Startup	017-2020	199,940	
County of Kern Low Barrier Homeless Shelter	017-2020	294,663	
County of Kern Low Barrier Homeless Shelter	017-2020	1,070,366	
Bakersfield Kern Regional Homeless Collaborative	N/A	6,791	
City of Bakersfield Homeless Housing Assistance and Prevention	2020-213	10,909	
			2,108,369
Department of Community Services and Development			
CAL EITC Free Tax Preparation Assistance Grant	18T-8012	115,643	
CAL EITC Free Tax Preparation Assistance Grant	19T-9011	51,030	
			166,673
Department of Corrections and Rehabilitation			
Shafter Youth Center	99 - 011	65,052	
			65,052
California Children and Families Commission			
2-1-1	2015.2.5	9,252	
2-1-1	2020.2.05	74,382	
E Kern Family Resource Center	2015.2.6	41,181	
E Kern Family Resource Center	2020.2.06	75,027	
Help Me Grow	2017.2.01	52,471	
Help Me Grow	2020.1.06	132,721	
Oasis FRC	2020.2.18	2,058	
Differential Response	N/A	4,366	
Differential Response	N/A	21,952	
			413,410
			$ 15,437,416

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal and state awards (the "Schedule") includes the federal and state award activity of **Community Action Partnership of Kern** under programs of the federal and state governments for the year ended February 28, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of **Community Action Partnership of Kern**, it is not intended to and does not present the financial position, changes in net assets, or cash flows of **Community Action Partnership of Kern.**

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represents adjustments or credits made, in the normal course of business, to amounts reported as expenditures in prior years.

Note 3. Indirect Cost Rate

The Organization has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Note 4. Noncash Assistance

The Organization received noncash assistance in the form of food commodities, which is included in the amounts reported on the Schedule of Expenditures of Federal and State Awards. Commodities, with a fair value of $6,071,541 at the time received, have been included in the determination of federal awards expended for the year ended February 28, 2021.

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
CALEITC EDUCATION OUTREACH CONTRACT NO. 18T-8012
FOR THE PERIOD OCTOBER 1, 2019 THROUGH JUNE 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 44,406	$ 115,643	$ 160,049
Total Revenue	44,406	115,643	160,049
EXPENDITURES			
Salaries	2,354	-	2,354
Fringe benefits	256	-	256
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	1,292	1,292
Equipment	-	-	-
Consultant/contract services	33,368	88,252	121,620
Other costs	4,394	15,583	19,977
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	4,034	10,516	14,550
Total Expenditures	44,406	115,643	160,049
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
CHILD AND ADULT CARE FOOD - KERN
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. 15-1248-OJ
FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 628,661	$ 341,350	$ 970,011
Total Revenue	628,661	341,350	970,011
EXPENDITURES			
Salaries	303,877	337,933	641,810
Fringe benefits	95,681	108,189	203,870
Travel	13,091	7,181	20,272
Space costs	38,909	74,518	113,427
Consumable supplies	49,083	41,489	90,572
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	35,104	31,064	66,168
Program costs	-	(289,672)	(289,672)
Depreciation	-	-	-
Administration cost	56,859	30,648	87,507
Head Start subsidy	36,057	-	36,057
Total Expenditures	628,661	341,350	970,011
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
CHILD AND ADULT CARE FOOD - SAN JOAQUIN
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. 15-1248-OJ
FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 69,929	$ 34,236	$ 104,165
Total Revenue	69,929	34,236	104,165
EXPENDITURES			
Salaries	-	-	-
Fringe benefits	-	-	-
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	-	-	-
Program costs	63,572	31,123	94,695
Depreciation	-	-	-
Administration cost	6,357	3,113	9,470
Total Expenditures	69,929	34,236	104,165
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
CAL FRESH HEALTHY LIVING GRANT NO. 19-10324
FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 404,718	$ 675,484	$ 1,080,202
Total Revenue	404,718	675,484	1,080,202
EXPENDITURES			
Salaries	144,207	270,160	414,367
Fringe benefits	25,462	44,746	70,208
Travel	4,530	3,484	8,014
Space costs	14,812	20,083	34,895
Consumable supplies	35,450	7,752	43,202
Equipment	-	-	-
Consultant/contract services	149,533	240,624	390,157
Other costs	5,375	15,784	21,159
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	25,349	72,851	98,200
Total Expenditures	404,718	675,484	1,080,202
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
COMMUNITY SERVICES BLOCK GRANT NO. 19F-4463
FOR THE PERIOD SEPTEMBER 1, 2019 THROUGH MARCH 31, 2020

	Sept. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Mar. 31, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 139,140	$ 37,878	$ 177,018
Total Revenue	139,140	37,878	177,018
EXPENDITURES			
Salaries	6,759	2,935	9,694
Fringe benefits	1,028	440	1,468
Travel	1,009	1,215	2,224
Space costs	-	-	-
Consumable supplies	11,161	-	11,161
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	2,819	3,334	6,153
Program costs	103,970	26,814	130,784
Depreciation		-	-
Administration cost	12,394	3,140	15,534
Total Expenditures	139,140	37,878	177,018
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
COMMUNITY SERVICES BLOCK GRANT NO. 20F-3015
FOR THE PERIOD JANUARY 1, 2020 THROUGH JUNE 30, 2020

	Jan. 1, 2020 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ -	$ 32,000	$ 32,000
Total Revenue	-	32,000	32,000
EXPENDITURES			
Salaries	-	-	-
Fringe benefits	-	-	-
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	29,091	29,091
Other costs	-	-	-
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	-	2,909	2,909
Total Expenditures	-	32,000	32,000
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
COUNTY OF KERN HOUSING FOR THE HARVEST
FOR THE PERIOD SEPTEMBER 15, 2020 THROUGH DECEMBER 30, 2020

	Sept. 15, 2020 through Dec. 30, 2020	TOTAL
REVENUE		
Federal grant revenue	$ 117,044	$ 117,044
Total Revenue	117,044	117,044
EXPENDITURES		
Salaries	41,048	41,048
Fringe benefits	9,750	9,750
Travel	986	986
Space costs	-	-
Consumable supplies	483	483
Equipment	-	-
Consultant/contract services	900	900
Other costs	48,408	48,408
Program costs	4,828	4,828
Depreciation	-	-
Administration cost	10,641	10,641
Total Expenditures	117,044	117,044
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
COUNTY OF KERN 211 GRANT NO. 1004-2016
FOR THE PERIOD JULY 1, 2019 THROUGH FEBRUARY 28, 2021

	July 1, 2019 through Feb. 29, 2020	July 1, 2020 through Feb. 28, 2021	TOTAL
REVENUE			
Local grant revenue	$ 45,000	$ 41,700	$ 86,700
Total Revenue	45,000	41,700	86,700
EXPENDITURES			
Salaries	-	-	-
Fringe benefits	-	-	-
Travel	(120)	258	138
Space costs	11,881	13,873	25,754
Consumable supplies	2,642	1,127	3,769
Equipment	-	-	-
Consultant/contract services	2,796	2,243	5,039
Other costs	24,237	21,006	45,243
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	3,564	3,193	6,757
Total Expenditures	45,000	41,700	86,700
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
COUNTY OF KERN 211 HOSPITAL PREPAREDNESS
FOR THE PERIOD OCTOBER 1, 2020 THROUGH FEBRUARY 28,2021

	Oct. 1, 2020 through Feb. 28, 2021	TOTAL
REVENUE		
Federal grant revenue	$ 10,494	$ 10,494
Total Revenue	10,494	10,494
EXPENDITURES		
Salaries	-	-
Fringe benefits	-	-
Travel	-	-
Space costs	-	-
Consumable supplies	10,494	10,494
Equipment	-	-
Consultant/contract services	-	-
Other costs	-	-
Program costs	-	-
Depreciation	-	-
Administration cost	-	-
Total Expenditures	10,494	10,494
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
DIFFERENTIAL RESPONSE
FOR THE PERIOD JULY 1, 2019 THROUGH FEBRUARY 28, 2021

	STATE DEPARTMENT OF SOCIAL SERVICES				FIRST 5 KERN			
	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL	July 1, 2020 through Feb. 28, 2021	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL	July 1, 2020 through Feb. 28, 2021
REVENUE								
State grant revenue	$ 109,494	$ 52,718	$ 162,212	87,479	$ 24,577	$ 4,366	$ 28,943	$ 21,952
Total Revenue	109,494	52,718	162,212	87,479	24,577	4,366	28,943	21,952
EXPENDITURES								
Salaries	66,331	35,888	102,219	49,859	17,743	2,363	20,106	16,775
Fringe benefits	15,089	3,799	18,888	10,752	5,020	1,681	6,701	4,334
Travel	5,750	832	6,582	1,494	-	-	-	-
Space costs	8,848	4,699	13,547	9,803	-	-	-	-
Consumable supplies	797	1,218	2,015	1,319	-	-	-	-
Equipment	-	-	-	-	-	-	-	-
Consultant/contract services	-	-	-	-	-	-	-	-
Other costs	4,341	2,317	6,658	7,597	-	-	-	-
Program costs	328	-	328	249	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-
Administration cost	8,010	3,965	11,975	6,406	1,814	322	2,136	843
Total Expenditures	109,494	52,718	162,212	87,479	24,577	4,366	28,943	21,952
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EARLY HEAD START/HEAD START AWARD NO. 09CH011132-02
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 28, 2021

	EARLY HEAD START BASE	EARLY HEAD START T & TA	EARLY HEAD START CARRYOVER	EARLY HEAD START CARES ACT	HEAD START BASE	HEAD START T & TA	HEAD START CARRYOVER	HEAD START CARES ACT	
	Mar. 1, 2019 through Feb. 28, 2021	Mar. 1, 2019 through Feb. 28, 2021	Mar. 1, 2019 through Feb. 28, 2021	Mar. 1, 2019 through Feb. 28, 2021	Mar. 1, 2019 through Feb. 28, 2021	Mar. 1, 2019 through Feb. 28, 2021	Mar. 1, 2019 through Feb. 28, 2021	Mar. 1, 2019 through Feb. 28, 2021	TOTAL
REVENUE									
Federal grant revenue	$ 7,620,327	$ 124,401	$ 145,475	$ 297,766	$ 16,983,446	$ 136,538	$ 172,096	$ 659,823	$ 26,139,872
Other revenue	5,397	-	-	-	45,431	-	-	-	50,828
Donations	-	-	-	-	54	-	-	-	54
In-Kind	-	-	-	-	7,645,336	-	-	-	7,645,336
Total Revenue	7,625,724	124,401	145,475	297,766	24,674,267	136,538	172,096	659,823	33,836,090
EXPENDITURES									
Salaries	4,388,817	-	-	86,606	8,793,543	-	-	205,656	13,474,622
Fringe benefits	1,232,129	-	-	12,968	2,701,501	-	-	29,287	3,975,885
Travel	18,447	843	-	-	50,894	2,035	-	-	72,219
Space costs	497,182	-	142,834	3,067	1,662,872	-	168,452	4,963	2,479,370
Consumable supplies	306,403	4,443	-	146,868	573,902	12,132	-	335,969	1,379,717
Equipment	-	-	-	-	-	-	-	-	-
Consultant/contract services	33,277	5,918	-	-	114,577	4,125	-	-	157,897
Other costs	145,416	102,266	-	21,692	645,851	105,855	-	25,405	1,046,485
Program costs	313,009	-	-	-	707,775	-	-	-	1,020,784
Depreciation	7,963	-	-	-	281,373	-	-	-	289,336
Administration cost	683,081	10,931	2,641	26,565	1,496,643	12,391	3,644	58,543	2,294,439
In-Kind	-	-	-	-	7,645,336	-	-	-	7,645,336
Total Expenditures	7,625,724	124,401	145,475	297,766	24,674,267	136,538	172,096	659,823	33,836,090
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EARLY HEAD START CHILDCARE PARTNERSHIP AWARD NO. 09HP000163-02
FOR THE PERIOD MARCH 1, 2020 to FEBRUARY 28, 2021

	EARLY HEAD START CHILDCARE PARTNERSHIP BASE	EARLY HEAD START CHILDCARE PARTNERSHIP T & TA	EARLY HEAD START CHILDCARE PARTNERSHIP CARRYOVER	EARLY HEAD START CHILDCARE PARTNERSHIP CARES ACT	
	Mar. 1, 2020 through Feb. 28, 2021	Mar. 1, 2020 through Feb. 28, 2021	Mar. 1, 2020 through Feb. 28, 2021	Mar. 1, 2020 through Feb. 28, 2021	TOTAL
REVENUE					
Federal grant revenue	$ 1,405,279	$ 7,651	$ 32,755	$ 21,277	$ 1,466,962
Other revenue	13	-	-	-	13
In-Kind	211,855	-	-	-	211,855
Total Revenue	1,617,147	7,651	32,755	21,277	1,678,830
EXPENDITURES					
Salaries	477,486	-	-	7,541	485,027
Fringe benefits	101,910	-	-	1,056	102,966
Travel	1,328	-	-	-	1,328
Space costs	137,849	-	-	205	138,054
Consumable supplies	54,890	481	29,778	9,096	94,245
Equipment	-	-	-	-	-
Consultant/contract services	496,868	2,750	-	-	499,618
Other costs	13,283	3,725	-	1,476	18,484
Program costs	-	-	-	-	-
Depreciation	322	-	-	-	322
Administration cost	121,356	695	2,977	1,903	126,931
In-Kind	211,855	-	-	-	211,855
Total Expenditures	1,617,147	7,651	32,755	21,277	1,678,830
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EARLY HEAD START SAN JOAQUIN AWARD NO. 09CH011406-01
FOR THE PERIOD FEBRUARY 1, 2020 THROUGH JANUARY 31, 2021

	EARLY HEAD START SAN JOAQUIN BASE Feb. 1, 2020 through Feb. 29, 2020	EARLY HEAD START SAN JOAQUIN BASE Mar. 1, 2020 through Jan. 31, 2021	EARLY HEAD START SAN JOAQUIN T & TA Feb. 1, 2020 through Feb. 29, 2020	EARLY HEAD START SAN JOAQUIN T & TA Mar. 1, 2020 through Jan. 31, 2021	EARLY HEAD START SAN JOAQUIN CARES ACT Mar. 1, 2020 through Jan. 31, 2021	TOTAL
REVENUE						
Federal grant revenue	$ 463,050	$ 4,559,800	$ 4,148	$ 99,285	$ 168,269	5,294,552
Other revenue	15	215	-	-	-	230
In-Kind	39,786	1,138,805	-	-	-	1,178,591
Total Revenue	502,851	5,698,820	4,148	99,285	168,269	6,473,373
EXPENDITURES						
Salaries	287,214	2,700,370	2,346	30,549	37,181	3,057,660
Fringe benefits	82,056	676,095	913	12,624	4,608	776,296
Travel	1,945	11,586	-	-	-	13,531
Space costs	33,016	448,240	-	-	-	481,256
Consumable supplies	6,547	182,475	-	556	108,266	297,844
Equipment	-	-	-	-	-	-
Consultant/contract services	922	12,885	-	-	-	13,807
Other costs	4,991	97,272	512	46,534	3,731	153,040
Program costs	5,913	35,066	-	-	-	40,979
Depreciation	86	994	-	-	-	1,080
Administration cost	40,375	395,032	377	9,022	14,483	459,289
In-Kind	39,786	1,138,805	-	-	-	1,178,591
Total Expenditures	502,851	5,698,820	4,148	99,285	168,269	6,473,373
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
COUNTY OF KERN CARES-ACT GRANT #391-2020
FOR THE PERIOD JUNE 27, 2020 THROUGH DECEMBER 31, 2020

	Jun. 27, 2020 through Dec. 31, 2020	TOTAL
REVENUE		
Federal grant revenue	$ 2,000,000	$ 2,000,000
Total Revenue	2,000,000	2,000,000
EXPENDITURES		
Salaries	138,994	138,994
Fringe benefits	26,067	26,067
Travel	45,816	45,816
Space costs	33,006	33,006
Consumable supplies	172,646	172,646
Equipment	-	-
Consultant/contract services	28,105	28,105
Other costs	-	-
Program costs	1,077	1,077
Raw Food	1,380,090	1,380,090
Indirect expense	174,199	174,199
Total Expenditures	2,000,000	2,000,000
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
TAX CHECK-OFF GRANT NO. 15-MOU-00118
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 13,758	$ -	$ 13,758
Total Revenue	13,758	-	13,758
EXPENDITURES			
Salaries	-	-	-
Fringe benefits	-	-	-
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	-	-	-
Program costs	13,758	-	13,758
Depreciation	-	-	-
Administration cost	-	-	-
			-
Total Expenditures	13,758	-	13,758
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
FOOD BANK STATE EMERGENCY GRANT NO. 15-MOU-00118
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 156,243	$ 118,196	$ 274,439
Total Revenue	156,243	118,196	274,439
EXPENDITURES			
Salaries	-	-	-
Fringe benefits	-	-	-
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	-	-	-
Program costs	156,243	118,196	274,439
Depreciation	-	-	-
Administration cost	-	-	-
			-
Total Expenditures	156,243	118,196	274,439
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EMERGENCY FOOD ASSISTANCE PROGRAM GRANT NO. 15-MOU-00118
FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 122,392	$ 128,495	$ 250,887
Total Revenue	122,392	128,495	250,887
EXPENDITURES			
Salaries	60,353	85,696	146,049
Fringe benefits	9,691	12,550	22,241
Travel	2,986	3,065	6,051
Space costs	5,046	13,769	18,815
Consumable supplies	23,516	12,653	36,169
Equipment	1,348	694	2,042
Consultant/contract services	239	287	526
Other costs	-	-	-
Program costs	8,228	10,766	18,994
Indirect expense	10,985	(10,985)	-
Total Expenditures	122,392	128,495	250,887
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EMERGENCY FOOD ASSISTANCE PROGRAM CARES-ACT GRANT NO.15-MOU-00118
FOR THE PERIOD MARCH 27, 2020 THROUGH DECEMBER 31, 2020

	Mar. 27, 2020 through Dec. 31, 2020	TOTAL
REVENUE		
Federal grant revenue	$ 720,031	$ 720,031
Total Revenue	720,031	720,031
EXPENDITURES		
Salaries	52,963	52,963
Fringe benefits	8,788	8,788
Travel	1,946	1,946
Space costs	35,613	35,613
Consumable supplies	105,192	105,192
Equipment	418	418
Consultant/contract services	482,313	482,313
Other costs	-	-
Program costs	10,383	10,383
Indirect expense	22,415	22,415
Total Expenditures	720,031	720,031
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EMERGENCY FOOD ASSISTANCE PROGRAM FFCRA GRANT NO. 15-MOU-00118
FOR THE PERIOD MAY 1, 2020 THROUGH SEPTEMBER 30, 2020

	May 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE		
Federal grant revenue	$ 387,218	$ 387,218
Total Revenue	387,218	387,218
EXPENDITURES		
Salaries	-	-
Fringe benefits	-	-
Travel	-	-
Space costs	1,036	1,036
Consumable supplies	11,684	11,684
Equipment	369,097	369,097
Consultant/contract services	-	-
Other costs	-	-
Program costs	3,754	3,754
Indirect expense	1,647	1,647
Total Expenditures	387,218	387,218
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EMERGENCY FOOD ASSISTANCE PROGRAM CRF GRANT NO. 15-MOU-00118
FOR THE PERIOD JULY 1, 2020 THROUGH NOVEMBER 30, 2020

	Jul. 1, 2020 through Nov. 30, 2020	TOTAL
REVENUE		
Federal grant revenue	$ 1,287,662	$ 1,287,662
Total Revenue	1,287,662	1,287,662
EXPENDITURES		
Salaries	14,029	14,029
Fringe benefits	2,940	2,940
Travel	11,180	11,180
Space costs	28,974	28,974
Consumable supplies	44,351	44,351
Equipment	61,607	61,607
Consultant/contract services	1,000	1,000
Other costs	-	-
Program costs	1,123,581	1,123,581
Indirect expense	-	-
Total Expenditures	1,287,662	1,287,662
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
TRADE MITIGATION PROGRAM GRANT NO. 15-MOU-00118
FOR THE PERIOD OCTOBER 1, 2019 THROUGH December 31, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1,2020 through Dec. 31,2020	TOTAL
REVENUE			
Federal grant revenue	$ 133,845	$ 371,726	$ 505,571
Total Revenue	133,845	371,726	505,571
EXPENDITURES			
Salaries	48,615	99,976	148,591
Fringe benefits	8,352	16,334	24,686
Travel	4,039	6,896	10,935
Space costs	5,476	41,473	46,949
Consumable supplies	2,152	20,064	22,216
Equipment	55,052	155,953	211,005
Consultant/contract services	348	613	961
Other costs	-	-	-
Program costs	9,811	27,580	37,391
Indirect expense	-	2,837	2,837
Total Expenditures	133,845	371,726	505,571
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
EMERGENCY FOOD AND SHELTER
FOR THE PERIOD JULY 1, 2019 THROUGH MARCH 31, 2020

	Jul. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Mar. 31, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 79,598	$ -	$ 79,598
Total Revenue	79,598	-	79,598
EXPENDITURES			
Salaries	-	-	-
Fringe benefits	-	-	-
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	-	-	-
Program costs	79,598	-	79,598
Indirect expense	-	-	-
Total Expenditures	79,598	-	79,598
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
COMMODITY SUPPLEMENTAL FOOD PROGRAM Grant #16-MOU-6017
FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 136,669	$ 201,960	$ 338,629
Total Revenue	136,669	201,960	338,629
EXPENDITURES			
Salaries	55,824	80,210	136,034
Fringe benefits	20,962	28,932	49,894
Travel	5,056	6,720	11,776
Space costs	23,139	43,543	66,682
Consumable supplies	19,674	4,071	23,745
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	1,552	23,575	25,127
Program costs	-	-	-
Indirect expense	10,462	14,909	25,371
Total Expenditures	136,669	201,960	338,629
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
SHARE OUR STRENGTH NO KID HUNGRY
FOR THE PERIOD MARCH 1, 2020 THROUGH SEPTEMBER 30, 2020

	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE		
Private revenue	$ 150,000	$ 150,000
Total Revenue	150,000	150,000
EXPENDITURES		
Salaries	-	-
Fringe benefits	-	-
Travel	-	-
Space costs	-	-
Consumable supplies	-	-
Equipment	-	-
Consultant/contract services	-	-
Other costs	-	-
Program costs	137,606	137,606
Indirect expense	12,394	12,394
Total Expenditures	150,000	150,000
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
WONDERFUL FOUNDATION - FARMER'S MARKETS
FOR THE PERIOD JANUARY 1, 2020 THROUGH SEPTEMBER 30, 2020

	Jan. 1, 2020 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Private revenue	$ -	$ 59,104	$ 59,104
Total Revenue	-	59,104	59,104
EXPENDITURES			
Salaries	-	-	-
Fringe benefits	-	-	-
Travel	-	3,606	3,606
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Raw Food	-	50,121	50,121
Other costs	-	-	-
Program costs	-	-	-
Indirect expense	-	5,377	5,377
Total Expenditures	-	59,104	59,104
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
ECONOMIC EMPOWERMENT - GRANT NO. EE-KERN-17-20
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 29,971	$ 13,488	$ 43,459
Total Revenue	29,971	13,488	43,459
EXPENDITURES			
Salaries	20,563	9,978	30,541
Fringe benefits	3,406	1,093	4,499
Travel	1,659	-	1,659
Space costs	-	-	-
Consumable supplies	1,579	1,155	2,734
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	40	24	64
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	2,724	1,238	3,962
Total Expenditures	29,971	13,488	43,459
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
FIRST 5 KERN - HELP ME GROW - AGREEMENT NO. 2017.2.01
FOR THE PERIOD JULY 1, 2019 THROUGH FEBRUARY 28, 2021

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL	July 1, 2020 through Feb. 28, 2021
REVENUE				
State grant revenue	$ 106,195	$ 52,471	$ 158,666	$ 132,721
Total Revenue	106,195	52,471	158,666	132,721
EXPENDITURES				
Salaries	76,254	38,944	115,198	102,325
Fringe benefits	19,678	8,364	28,042	22,674
Travel	-	-	-	-
Space costs	-	-	-	-
Consumable supplies	2,402	1,201	3,603	2,620
Equipment	-	-	-	-
Consultant/contract services	-	-	-	-
Other costs	-	70	70	-
Program costs	-	-	-	-
Depreciation	-	-	-	-
Administration cost	7,861	3,892	11,753	5,102
Total Expenditures	106,195	52,471	158,666	132,721
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
FIRST 5 KERN 211 AGREEMENT NO. 2015.2.5
FOR THE PERIOD JULY 1, 2019 THROUGH FEBRUARY 28, 2021

	July 1, 2019 through Feb. 29, 2020	Mar. 1 2020 through June 30, 2020	TOTAL	July 1, 2020 through Feb. 28, 2021
REVENUE				
State grant revenue	$ 91,160	$ 9,252	$ 100,412	$ 74,382
Total Revenue	91,160	9,252	100,412	74,382
EXPENDITURES				
Salaries	68,177	7,276	75,453	59,478
Fringe benefits	15,778	1,710	17,488	12,044
Travel	-	-	-	-
Space costs	-	-	-	-
Consumable supplies	-	-	-	-
Equipment	-	-	-	-
Consultant/contract services	-	-	-	-
Other costs	-	-	-	-
Program costs	-	-	-	-
Depreciation	-	-	-	-
Administration cost	7,205	266	7,471	2,860
Total Expenditures	91,160	9,252	100,412	74,382
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
FIRST 5 KERN - EAST KERN FAMILY RESOURCE CENTER
AGREEMENT NO. 2015.2.6
FOR THE PERIOD JULY 1, 2019 THROUGH FEBRUARY 28, 2021

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL	July 1, 2020 through Feb. 28, 2021
REVENUE				
State grant revenue	$ 82,679	$ 41,181	$ 123,860	$ 75,027
Total Revenue	82,679	41,181	123,860	75,027
EXPENDITURES				
Salaries	55,360	28,354	83,714	49,447
Fringe benefits	8,679	3,799	12,478	9,737
Travel	2,006	337	2,343	317
Space costs	5,788	3,021	8,809	6,465
Consumable supplies	491	1,114	1,605	871
Equipment	-	-	-	-
Consultant/contract services	-	-	-	-
Other costs	4,231	1,505	5,736	5,303
Program costs	-	-	-	-
Depreciation	-	-	-	-
Administration cost	6,124	3,051	9,175	2,887
Total Expenditures	82,679	41,181	123,860	75,027
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
HUD GRANT #: CA1799L9D041800
FOR THE PERIOD OCTOBER 1, 2019 THROUGH FEBRUARY 28, 2021

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through July 31, 2020	TOTAL	Oct. 1, 2020 through Feb. 28, 2021
REVENUE				
Federal grant revenue	$ 138,482	$ 91,489	$ 229,971	$ 148,003
In-Kind	-	59,210	59,210	-
Total Revenue	138,482	150,699	289,181	148,003
EXPENDITURES				
Salaries	102,519	65,719	168,238	104,476
Fringe benefits	23,374	17,453	40,827	30,077
Travel	-	-	-	-
Space costs	-	-	-	(5)
Consumable supplies	-	-	-	-
Equipment	-	-	-	-
Consultant/contract services	-	-	-	-
Other costs	-	-	-	-
Program costs		-	-	-
Depreciation	-	-	-	-
Administration cost	12,589	8,317	20,906	13,455
In-Kind	-	59,210	59,210	-
Donated commodities	-	-	-	-
Total Expenditures	138,482	150,699	289,181	148,003
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
HOME VISITING INITIATIVE PROGRAM SERVICES NO. 142-2019
FOR THE PERIOD AUGUST 13, 2019 THROUGH JUNE 30, 2020

	Aug. 13, 2019 through Feb. 29, 2020	Mar. 1 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 1,209,949	$ 589,868	$ 1,799,817
Total Revenue	1,209,949	589,868	1,799,817
EXPENDITURES			
Salaries	550,772	336,994	887,766
Fringe benefits	155,735	90,085	245,820
Travel	21,821	1,435	23,256
Space costs	244,479	52,176	296,655
Consumable supplies	102,329	48,703	151,032
Equipment	-	-	-
Consultant/contract services	10,562	852	11,414
Other costs	22,133	9,052	31,185
Program costs	-	-	-
Depreciation	1,029	375	1,404
Administration cost	101,089	50,196	151,285
Total Expenditures	1,209,949	589,868	1,799,817
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
POSITIVE YOUTH DEVELOPMENT SERVICES NO. 509-2019
FOR THE PERIOD AUGUST 13, 2019 THROUGH JUNE 30, 2020

	Aug. 13, 2019 through Feb. 29, 2020	Mar. 1 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 22,357	$ 16,237	$ 38,594
Total Revenue	22,357	16,237	38,594
EXPENDITURES			
Salaries	14,576	12,403	26,979
Fringe benefits	2,825	1,971	4,796
Travel	143	-	143
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	868	220	1,088
Program costs	1,912	167	2,079
Depreciation	-	-	-
Administration cost	2,033	1,476	3,509
Total Expenditures	22,357	16,237	38,594
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
POSITIVE YOUTH MEDI - CAL NO. 165-2020
FOR THE PERIOD JAN 1, 2020 THROUGH JUNE 30, 2020

	Jan. 1, 2020 through Feb. 29, 2020	Mar. 1 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ -	$ 2,110	$ 2,110
Total Revenue	-	2,110	2,110
EXPENDITURES			
Salaries	-	1,667	1,667
Fringe benefits	-	249	249
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	-	2	2
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	-	192	192
Total Expenditures	-	2,110	2,110
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
GENERAL CHILD CARE AND DEVELOPMENT PROGRAM
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CCTR-9050
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 479,691	$ 323,273	$ 802,964
State grant revenue	1,456,109	981,443	2,437,552
Parent fees	498	26	524
Total Revenue	1,936,298	1,304,742	3,241,040
EXPENDITURES			
Salaries	1,341,812	923,380	2,265,192
Fringe benefits	412,578	260,083	672,661
Travel	1,757	-	1,757
Space costs	303	282	585
Consumable supplies	142	445	587
Equipment	-	-	-
Consultant/contract services	2,297	952	3,249
Other costs	1,384	989	2,373
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	176,025	118,611	294,636
Total Expenditures	1,936,298	1,304,742	3,241,040
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
MIGRANT ALTERNATIVE PAYMENT
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CMAP-9000
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 3,460,370	$ 1,950,630	$ 5,411,000
State grant revenue	2,925,255	1,313,569	4,238,824
Parent fees	85,460	12,277	97,737
Total Revenue	6,471,085	3,276,476	9,747,561
EXPENDITURES			
Salaries	446,096	176,011	622,107
Fringe benefits	88,310	38,315	126,625
Travel	3,864	74	3,938
Space costs	57,530	29,506	87,036
Consumable supplies	10,404	7,428	17,832
Equipment	-	-	-
Consultant/contract services	4,947	1,777	6,724
Other costs	41,777	20,839	62,616
Program costs	5,494,609	2,707,455	8,202,064
Depreciation	-	-	-
Administration cost	323,548	295,071	618,619
Total Expenditures	6,471,085	3,276,476	9,747,561
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
MIGRANT CHILD CARE
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CMIG-9004
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 79,365	$ 110,985	$ 190,350
Parent fees	-	152	152
Total Revenue	79,365	111,137	190,502
EXPENDITURES			
Salaries	53,244	75,095	128,339
Fringe benefits	17,982	25,563	43,545
Travel	168	-	168
Space costs	-	-	-
Consumable supplies	228	10	238
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	528	367	895
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	7,215	10,102	17,317
Total Expenditures	79,365	111,137	190,502
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
CALIFORNIA STATE PRESCHOOL PROGRAMS
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CSPP-9121
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 2,398,879	$ 1,968,818	$ 4,367,697
Parent fees	2,662	135	2,797
Total Revenue	2,401,541	1,968,953	4,370,494
EXPENDITURES			
Salaries	1,607,257	1,327,259	2,934,516
Fringe benefits	546,591	449,622	996,213
Travel	6,635	-	6,635
Space costs	-	-	-
Consumable supplies	7,211	2,814	10,025
Equipment	-	-	-
Consultant/contract services	7,489	3,960	11,449
Other costs	8,045	6,311	14,356
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	218,313	178,987	397,300
Total Expenditures	2,401,541	1,968,953	4,370,494
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
MIGRANT CHILD CARE - SPECIALIZED SERVICES
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CMSS-9004
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

	July 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through June 30, 2020	TOTAL
REVENUE			
State grant revenue	$ 18,828	$ 20,571	$ 39,399
Total Revenue	18,828	20,571	39,399
EXPENDITURES			
Salaries	9,987	16,418	26,405
Fringe benefits	7,119	2,283	9,402
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	10	-	10
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	-	-	-
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	1,712	1,870	3,582
In-Kind	-	-	-
Donated commodities	-	-	-
Program costs	-	-	-
Total Expenditures	18,828	20,571	39,399
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (CAL FRESH)
GRANT NO. 16-SUB-00876
FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 39,650	$ 64,012	$ 103,662
Total Revenue	39,650	64,012	103,662
EXPENDITURES			
Salaries	31,085	49,863	80,948
Fringe benefits	4,715	8,576	13,291
Travel	-	-	-
Space costs	-	-	-
Consumable supplies	-	-	-
Equipment	-	-	-
Consultant/contract services	-	-	-
Other costs	-	-	-
Program costs	-	-	-
Depreciation	-	-	-
Administration cost	3,850	5,573	9,423
Total Expenditures	39,650	64,012	103,662
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
VITA GRANT NO. 19VITA0228
FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2020

	Aug. 1, 2018 through Jul. 31, 2019	Aug. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through July. 31, 2020	TOTAL
REVENUE				
Federal Grant Revenue	$ 88,019	$ 86,697	$ 41,513	$ 216,229
Other Revenue	2,500	-	200	2,700
In-Kind	136,577	30,346	58,978	225,901
Total Revenue	227,096	117,043	100,691	444,830
EXPENDITURES				
Salaries	28,022	28,800	20,886	77,708
Fringe Benefits	3,926	5,679	2,256	11,861
Travel	-	385	-	385
Space Costs	13,141	14,779	3,737	31,657
Consumable Supplies	-	1,441	394	1,835
Equipment	-	-	-	-
Consultant/Contract Services	33,989	28,650	5,281	67,920
Other Costs	1,405	13	3	1,421
Program Costs	2,996	-	-	2,996
Depreciation	-	-	-	-
Administration Cost	7,040	6,949	2,963	16,952
In-Kind	136,577	30,347	58,978	225,902
Total Expenditures	227,096	117,043	94,498	438,637
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ (6,193)	$ (6,193)

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF REVENUE AND EXPENDITURES FOR COMPLETED CONTRACTS
WOMEN, INFANTS & CHILDREN (WIC) GRANT NO. 15-10064
FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	Oct. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Sept. 30, 2020	TOTAL
REVENUE			
Federal grant revenue	$ 1,601,671	$ 2,143,859	$ 3,745,530
Other revenue	500	(267)	233
Total Revenue	1,602,171	2,143,592	3,745,763
EXPENDITURES			
Salaries	967,183	1,234,456	2,201,639
Fringe benefits	251,752	324,259	576,011
Travel	17,031	1,705	18,736
Space costs	140,369	206,649	347,018
Consumable supplies	11,716	89,591	101,307
Equipment	-		-
Consultant/contract services	-	95	95
Other costs	70,147	144,589	214,736
Program costs	4,881	-	4,881
Depreciation	3,575	-	3,575
Administration cost	135,517	142,248	277,765
Total Expenditures	1,602,171	2,143,592	3,745,763
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

COMMUNITY ACTION PARTNERSHIP OF KERN
SUPPLEMENTAL SCHEDULE OF REVENUE AND EXPENDITURES
CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CONTRACT NO. 19F - 4463 (CSBG Discretionary)
FOR THE PERIOD SEPTEMBER 1, 2019 THROUGH MARCH 31, 2020

	Sept. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Mar. 31, 2020	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant revenue awarded	$ 139,140	$ 37,878	$ 177,018	$ -	$ 177,018
Total Revenue	$ 139,140	$ 37,878	$ 177,018	$ -	$ 177,018
EXPENDITURES					
Administrative Costs					
Salaries and wages	$ -	$ -	$ -	$ -	$ -
Fringe benefits	-	-	-	-	-
Operating expenses	-	-	-	-	-
Contract/consultant Services	-	-	-	-	-
Other costs	12,394	3,140	15,534	15,534	15,534
Total Administrative Costs	12,394	3,140	15,534	15,534	15,534
Program Costs					
Salaries and wages	6,759	2,935	9,694	9,694	9,694
Fringe benefits	1,028	440	1,468	1,468	1,468
Operating expenses	118,959	31,363	150,322	150,322	150,322
Contract/consultant Services	-	-	-	-	-
Total Program Costs	126,746	34,738	161,484	161,484	161,484
Total Expenditures	$ 139,140	$ 37,878	$ 177,018	$ 177,018	$ 177,018

COMMUNITY ACTION PARTNERSHIP OF KERN
SUPPLEMENTAL SCHEDULE OF REVENUE AND EXPENDITURES
CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CONTRACT NO. 20F -3015 (CSBG Discretionary)
FOR THE PERIOD MARCH 1, 2020 THROUGH JUNE 30, 2020

	Mar. 1, 2020 through June 30, 2020	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE				
Grant revenue awarded	$ 32,000	$ 32,000	$ -	$ 32,000
Total Revenue	$ 32,000	$ 32,000	$ -	$ 32,000
EXPENDITURES				
Administrative Costs				
Salaries and wages	$ -	$ -	$ -	$ -
Fringe benefits	-	-	-	-
Operating expenses	-	-	-	-
Contract/consultant Services	-	-	-	-
Other costs	2,909	2,909	2,909	2,909
Total Administrative Costs	2,909	2,909	2,909	2,909
Program Costs				
Salaries and wages	-	-	-	-
Fringe benefits	-	-	-	-
Operating expenses	29,091	29,091	29,091	29,091
Contract/consultant Services	-	-	-	-
Total Program Costs	29,091	29,091	29,091	29,091
Total Expenditures	$ 32,000	$ 32,000	$ 32,000	$ 32,000

COMMUNITY ACTION PARTNERSHIP OF KERN
SUPPLEMENTAL SCHEDULE OF REVENUE AND EXPENDITURES
CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CONTRACT NO. 17C-4010 (WX)
FOR THE PERIOD JUNE 1, 2018 THROUGH FEBRUARY 28, 2021

	Jun. 1, 2018 through Feb. 28, 2019	Mar. 1, 2019 through Feb. 29, 2020	Mar. 1, 2020 through Feb. 28, 2021	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE						
Grant revenue	$ 260,000	$ 626,119	$ (15,659)	$ 870,460	$ -	$ 884,399
Interest income	-	35	-	35	-	-
Other income	-	939	-	939	-	-
Total Revenue	$ 260,000	$ 627,093	$ (15,659)	$ 871,434	$ -	$ 884,399
EXPENDITURES						
Administrative Costs						
Administrative costs	$ 21,119	$ 29,626	$ (808)	$ 49,937	$ 50,736	$ 50,736
Administrative equipment	-	-	-	-	-	-
Out of state travel	-	-	-	-	-	-
Total Assurance 16/Administration Costs:	21,119	29,626	(808)	49,937	50,736	50,736
Weatherization Program Costs						
Intake	2,528	11,280	330	14,138	14,138	15,500
Outreach	626	11,579	1,548	13,753	13,753	14,000
Training & technical assistance	5,580	33,773	5,647	45,000	45,000	45,000
Out of state travel	-	-	-	-	-	-
Major vehicle and field equipment (more than $5k)	-	-	-	-	-	-
Major vehicle and field equipment (less than $5k)	-	-	-	-	-	-
Liability Insurance	1,238	1,186	232	2,656	2,656	3,000
General operating expenditures	18,241	34,636	29,197	82,074	82,074	83,000
Other program costs	67,362	142,477	44,984	254,823	254,823	256,189
Total Weatherization Program Costs:	95,575	234,931	81,938	412,444	412,444	416,689
Weatherization Direct Program Costs						
Total health and safety expenditures	44,357	187,292	500	232,149	232,149	239,464
Total direct program weatherization expenditures	98,262	174,270	(96,604)	175,928	175,928	177,510
Total Expenditures	$ 259,313	$ 626,119	$ (14,974)	$ 870,458	$ 871,257	$ 884,399

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Community Action Partnership of Kern
Bakersfield, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of **Community Action Partnership of Kern**, as of and for the year ended February 28, 2021, and the related notes to the financial statements, which comprise **Community Action Partnership of Kern**'s financial statements, and have issued our report thereon dated November 10, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered **Community Action Partnership of Kern**'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control. Accordingly, we do not express an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether **Community Action Partnership of Kern**'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Daniells Phillips Vaughan & Bock

Bakersfield, California
November 10, 2021

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Community Action Partnership of Kern
Bakersfield, California

Report on Compliance for Each Major Federal Program

We have audited **Community Action Partnership of Kern**'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of **Community Action Partnership of Kern**'s major federal programs for the year ended February 28, 2021. **Community Action Partnership of Kern**'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of **Community Action Partnership of Kern**'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about **Community Action Partnership of Kern**'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of **Community Action Partnership of Kern**'s compliance.

Opinion on Each Major Federal Program

In our opinion, **Community Action Partnership of Kern** complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2021.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items FA-2021-001 and FA-2021-002. Our opinion on each major federal program is not modified with respect to these matters.

Community Action Partnership of Kern's responses to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs. **Community Action Partnership of Kern**'s responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on these responses.

Report on Internal Control Over Compliance

Management of **Community Action Partnership of Kern** is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered **Community Action Partnership of Kern**'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Daniells Phillips Vaughan & Bock

Bakersfield, California
November 10, 2021

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR FIRST 5 KERN PROGRAMS AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE WHEN USING THE PROGRAM-SPECIFIC AUDIT OPTION TO SATISFY THE UNIFORM GUIDANCE AUDIT REQUIREMENTS

Board of Directors
Community Action Partnership of Kern
Bakersfield, California

Report on Compliance for First 5 Kern

We have audited **Community Action Partnership of Kern**'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on its First 5 Kern programs for the year ended February 28, 2021.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, and the terms and conditions of the awards applicable to First 5 Kern programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for **Community Action Partnership of Kern**'s First 5 Kern programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on First 5 Kern programs occurred. An audit includes examining, on a test basis, evidence about **Community Action Partnership of Kern**'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance First 5 Kern programs. However, our audit does not provide a legal determination of **Community Action Partnership of Kern**'s compliance.

Opinion

In our opinion, **Community Action Partnership of Kern** complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its First 5 Kern programs for the year ended February 28, 2021.

Report on Internal Control over Compliance

Management of **Community Action Partnership of Kern** is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered **Community Action Partnership of Kern**'s internal control over compliance with the types of requirements that could have a direct and material effect on its First 5 Kern programs to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for its First 5 Kern programs and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Daniells Phillips Vaughan & Bock

Bakersfield, California
November 10, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED FEBRUARY 28, 2021

SECTION I. SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	_____Yes	___X___No
Significant deficiency(ies) identified?	_____Yes	___X___None reported
Noncompliance material to financial statements noted?	_____Yes	___X___No

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	_____Yes	___X___No
Significant deficiency(ies) identified?	_____Yes	___X___None reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	___X__Yes	_____ No

Identification of major programs

Federal Assistance Listing Number	Name of Federal Program or Cluster
10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program (Cal Fresh)
10.565/10.568/ 10.569	Emergency Food Assistance Program / Commodity Supplemental Food Program
93.391	Food Bank Delivery and Housing for the Harvest
93.568	Low-Income Home Energy Assistance Program Grant
93.569	Community Services Block Grant

Dollar threshold used to distinguish between Type A and Type B programs:	$1,901,452	
Auditee qualified as low-risk auditee?	___X___Yes	_____No

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED FEBRUARY 28, 2021

SECTION II. FINANCIAL STATEMENT FINDINGS

None

SECTION III. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

FA-2021-001 *Commodity Supplemental Food Program and Emergency Food Assistance Program, California Department of Agriculture* Federal Assistance listing #10.565/10.568/10.569 Contract Nos. 15-MOU-00118, 16-MOU-6017, and 16-MOU-20-6003.

Condition: For three of forty procurement transactions tested, the Organization did not maintain complete documentation to substantiate the Organization complied with all the requirements of the procurement process.

Criteria: Per the 2020 2CFR 200, Appendix IX Part I non-federal entities must follow the procurement standards set out in 2CFR sections 200.318 – 200.326.

Cause: Lack of training and internal review related to the procurement process or the proper retention of documentation of the procurement process.

Effect: Failure to procure items properly may result in a reduction or loss of future funding.

Recommendation: Management should provide additional training related to proper procurement and document retention. Additionally, management should perform an internal review over the programs to verify that the policies and procedures set forth in the manual are followed.

Management's Response/Planned Corrective Action:

The agency added the position of Procurement Coordinator to the Food Bank staff for fiscal year 2021-22. This role is primarily responsible for coordinating all procurement for the Food Bank in compliance with procurement standards set out in 2CFR sections 200.318 – 200.326.

Additionally, the agency conducted an internal audit of the Food Bank in June 2021. The audit results included recommendations for improvement in financial processes and procedures. The Food Bank staff created an action plan to execute these recommendations. This action plan includes robust training to include OMB Uniform Guidance training for key staff as well as agency policies and procedures training.

Furthermore, the agency deployed an electronic requisition system agency-wide in fiscal year 2021-22. This has allowed all programs to more effectively comply with procurement policies and procedures.

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED FEBRUARY 28, 2021

FA-2021-002 *Commodity Supplemental Food Program and Emergency Food Assistance Program, California Department of Agriculture* Federal Assistance listing #10.565/10.568/10.569 Contract Nos. 15-MOU-00118, 16-MOU-6017, and 16-MOU-20-6003.

Condition: For four of forty participants tested, the participants were incorrectly classified as eligible to receive benefits for the period of March 1, 2020 through February 28, 2021.

Criteria: Per the 2020 2CFR Part 200, Appendix XI Compliance Supplement "Eligibility is limited to elderly persons at least 60 years of age."

Cause: Lack of internal review of applications provided by participants of the program.

Effect: Failure to evaluate participant eligibility properly may result in a reduction or loss of future funding.

Recommendation: Management should strengthen their current controls to internally inspect all participant applications to verify all eligibility requirements are met prior to providing program services.

Management's Response/Planned Corrective Action:

Food Bank leadership was changed during fiscal year 2021-22. The new leadership has been actively engaged with improving staff training and policies and procedures at the Food Bank. This training and support were targeted on improving controls to specifically inspect all participant application and review eligibility requirements prior to the delivery of program services.

COMMUNITY ACTION PARTNERSHIP OF KERN

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED FEBRUARY 28, 2021

N/A - None.

COMMUNITY ACTION PARTNERSHIP OF KERN

SPECIAL PURPOSE FINANCIAL STATEMENTS

JUNE 30, 2021

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NANCY C. BELTON

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Community Action Partnership of Kern
Bakersfield, California

Report on the Financial Statements

We have audited the accompanying special purpose financial statements of **Community Action Partnership of Kern** (the Organization) for the year ended June 30, 2021, and the related notes to the special purpose financial statements, which comprise the Organization's special purpose financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these special purpose financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these special purpose financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

300 New Stine Road – Bakersfield, CA 93309 – Tel. 661.834.7411 – Fax.661.834.4389 – www. dpvb.com

Opinion

In our opinion, the special purpose financial statements referred to above present fairly, in all material respects, the special purpose financial statements of the California Department of Education funds of the Organization for the year ended June 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2021 on our consideration of **Community Action Partnership of Kern**'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering **Community Action Partnership of Kern**'s internal control over financial reporting and compliance.

Daniells Phillips Vaughan & Bock

Bakersfield, California
December 10, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF EXPENDITURES OF STATE AWARDS
For the Period July 1, 2020 through June 30, 2021

Pass-Through Grantor Program Title	State Number / Grantor Number	Amount
STATE:		
State of California - Department of Education		
General Child Care and Development Programs	CCTR - 0052	$ 3,126,626
California State Preschool Programs	CSPP - 0126	3,250,071
Migrant Child Care	CMIG - 0004	113,241
Migrant Specialized Services	CMSS - 0004	39,399
Migrant Alternative Payment	CMAP - 0000	8,506,404
Migrant Alternative Payment - Stipend	CMAP - 0000	540,992
Child and Adult Care Food	15-1248-OJ	948,148
Quality Rating And Improvement System Block Grant	N/A	54,956
		$ 16,579,837

Basis of Presentation

The accompanying schedule of expenditures of state awards includes the state award activity of **Community Action Partnership of Kern** under programs of the state government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of **Community Action Partnership of Kern**, it is not intended to and does not present the financial position, changes in net assets, or cash flows of **Community Action Partnership of Kern**. Additionally, **Community Action Partnership of Kern** has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CCTR-0052
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
Federal Grant Revenue	$ 399,292	$ 266,709	$ 666,001
State Grant Revenue	1,212,057	809,752	2,021,809
Family Fees	344	400	744
Head Start	306,208	124,344	430,552
Reserve	-	7,520	7,520
Total Revenue	1,917,901	1,208,725	3,126,626
EXPENDITURES			
Salaries	1,355,652	873,172	2,228,824
Fringe Benefits	407,150	235,149	642,299
Consultant/Contract Services	2,540	317	2,857
Travel	-	-	-
Space Costs	702	235	937
Consumable Supplies	1,203	1,412	2,615
Equipment	-	-	-
Other Costs	4,142	546	4,688
Program Costs	-	-	-
Depreciation	-	-	-
Indirect Costs	146,512	97,894	244,406
Total Expenditures	1,917,901	1,208,725	3,126,626
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CALIFORNIA STATE PRESCHOOL PROGRAMS
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CSPP-0126
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
State Grant Revenue	$ 1,787,842	$ 1,272,131	$ 3,059,973
Family Fees	311	78	389
Head Start	129,786	59,923	189,709
Total Revenue	1,917,939	1,332,132	3,250,071
EXPENDITURES			
Salaries	1,277,132	906,713	2,183,845
Fringe Benefits	427,715	300,645	728,360
Consultant/Contract Services	10,560	1,320	11,880
Travel	-	-	-
Space Costs	29,554	1,179	30,733
Consumable Supplies	5,065	3,965	9,030
Equipment	-	-	-
Other Costs	7,737	1,257	8,994
Program Costs	-	1,409	1,409
Depreciation	-	-	-
Indirect Costs	160,176	115,644	275,820
Total Expenditures	1,917,939	1,332,132	3,250,071
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
MIGRANT CHILD CARE
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CMIG-0004
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
State Grant Revenue	$ 71,735	$ 36,901	$ 108,636
Head Start	-	4,605	4,605
Total Revenue	71,735	41,506	113,241
EXPENDITURES			
Salaries	47,986	28,476	76,462
Fringe Benefits	16,104	9,413	25,517
Consultant/Contract Services	267	33	300
Travel	-	-	-
Space Costs	263	88	351
Consumable Supplies	146	81	227
Equipment	-	-	-
Other Costs	449	61	510
Program Costs	-	-	-
Depreciation	-	-	-
Indirect Costs	6,520	3,354	9,874
Total Expenditures	71,735	41,506	113,241
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
MIGRANT SPECIALIZED SERVICES
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CMSS-0004
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
State Grant Revenue	$ 16,259	$ 23,140	$ 39,399
Total Revenue	16,259	23,140	39,399
EXPENDITURES			
Salaries	12,980	17,438	30,418
Fringe Benefits	1,794	3,593	5,387
Consultant/Contract Services	-	-	-
Travel	-	-	-
Space Costs	-	-	-
Consumable Supplies	6	7	13
Equipment	-	-	-
Other Costs	-	-	-
Program Costs	-	-	-
Depreciation	-	-	-
Indirect Costs	1,479	2,102	3,581
Total Expenditures	16,259	23,140	39,399
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
MIGRANT ALTERNATIVE PAYMENT
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CMAP-0000
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
Federal Grant Revenue	$ 3,232,812	$ 2,597,540	$ 5,830,352
State Grant Revenue	1,925,643	628,496	2,554,139
Family Fees	66,241	55,672	121,913
Total Revenue	5,224,696	3,281,708	8,506,404
EXPENDITURES			
Salaries	448,120	203,011	651,131
Fringe Benefits	92,020	39,329	131,349
Consultant/Contract Services	4,616	2,287	6,903
Travel	376	174	550
Space Costs	60,079	29,300	89,379
Consumable Supplies	5,553	2,302	7,855
Equipment	-	-	-
Other Costs	41,631	19,857	61,488
Program Costs	4,354,271	2,666,897	7,021,168
Depreciation	-	-	-
Indirect Costs	218,030	318,551	536,581
Total Expenditures	5,224,696	3,281,708	8,506,404
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
MIGRANT ALTERNATIVE PAYMENT
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. CMAP-0000 STIPEND
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
State Grant Revenue	$ 86,211	$ 454,781	$ 540,992
Total Revenue	86,211	454,781	540,992
EXPENDITURES			
Salaries	-	-	-
Fringe Benefits	-	-	-
Consultant/Contract Services	-	-	-
Travel	-	-	-
Space Costs	-	-	-
Consumable Supplies	-	-	-
Equipment	-	-	-
Other Costs	-	-	-
Program Costs	81,900	433,650	515,550
Depreciation	-	-	-
Indirect Costs	4,311	21,131	25,442
Total Expenditures	86,211	454,781	540,992
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD AND ADULT CARE FOOD
CALIFORNIA DEPARTMENT OF EDUCATION CONTRACT NO. 15-1248-OJ
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
Federal Grant Revenue	$ 585,792	$ 362,356	$ 948,148
Total Revenue	585,792	362,356	948,148
EXPENDITURES			
Salaries	437,335	184,898	622,233
Fringe Benefits	137,410	60,561	197,971
Consultant/Contract Services	-	-	-
Travel	13,259	8,215	21,474
Space Costs	79,666	28,368	108,034
Consumable Supplies	53,854	40,810	94,664
Equipment	-	-	-
Other Costs	38,534	18,549	57,083
Program Costs	(226,788) *	(11,755) *	(238,543) *
Depreciation	-	-	-
Indirect Costs	52,522	32,710	85,232
Total Expenditures	585,792	362,356	948,148
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

** Program Costs represent food subsidies provided by Head Start.*

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
QUALITY RATING AND IMPROVEMENT SYSTEM BLOCK GRANT
SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	July 1, 2020 through Feb. 28, 2021	Mar. 1, 2021 through June 30, 2021	TOTAL
REVENUE			
State Grant Revenue	$ 54,956	$ -	$ 54,956
Total Revenue	54,956	-	54,956
EXPENDITURES			
Salaries	-	-	-
Fringe Benefits	-	-	-
Consultant/Contract Services	8,950	-	8,950
Travel	-	-	-
Space Costs	-	-	-
Consumable Supplies	-	-	-
Equipment	-	-	-
Other Costs	41,010	-	41,010
Program Costs	-	-	-
Depreciation	-	-	-
Indirect Costs	4,996	-	4,996
Total Expenditures	54,956	-	54,956
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ -

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
COMBINING SCHEDULE OF EXPENDITURES BY STATE CATEGORIES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	GENERAL CHILD CARE CCTR - 0052	CALIFORNIA STATE PRESCHOOL CSPP - 0126	MIGRANT CHILD CARE CMIG - 0004	MIGRANT SPECIALIZED SERVICES CMSS - 0004	MIGRANT ALTERNATIVE PAYMENT CMAP - 0000	TOTAL REIMBURSABLE
1000 CERTIFICATED SALARIES	$ 1,642,121	$ 1,514,523	$ 53,073	$ -	$ -	$ 3,209,717
1100 TEACHERS' SALARIES	1,634,642	1,460,255	51,057	-	-	3,145,954
1300 CERTIFICATED SUPERVISORS' & ADMINISTRATORS' SALARIES	7,479	54,268	2,016	-	-	63,763
2000 CLASSIFIED SALARIES	586,703	669,322	23,389	30,418	651,131	1,960,963
2100 INSTRUCTIONAL AIDES' SALARIES	592,963	441,944	15,045	30,418	19,096	1,099,466
2300 CLASSIFIED SUPERVISORS' & ADMINISTRATORS' SALARIES	7,301	104,136	3,875	-	-	115,312
2400 CLERICAL, TECHNICAL, & OFFICE STAFF SALARIES	(13,561)	123,242	4,469	-	632,035	746,185
3000 EMPLOYEE BENEFITS	642,299	728,360	25,517	5,387	131,349	1,532,912
3301 OASDI/MEDICARE/ALTERNATIVE CERTIFICATED	242	485,941	17,061	-	-	503,244
3302 OASDI/MEDICARE/ALTERNATIVE CLASSIFIED	87	214,755	7,518	2,351	48,554	273,265
3401 HEALTH AND WELFARE BENEFITS CERTIFICATED	390,669	17,345	589	-	-	408,603
3402 HEALTH AND WELFARE BENEFITS CLASSIFIED	139,580	7,666	259	1,540	72,305	221,350
3501 STATE UNEMPLOYMENT INSURANCE CERTIFICATED	23,284	547	19	-	-	23,850
3502 STATE UNEMPLOYMENT INSURANCE CLASSIFIED	8,319	242	8	781	8,020	17,370
3601 WORKERS' COMPENSATION INSURANCE CERTIFICATED	59,028	1,293	44	-	-	60,365
3602 WORKERS' COMPENSATION INSURANCE CLASSIFIED	21,090	571	19	715	2,470	24,865
4000 BOOKS AND SUPPLIES	2,615	9,030	227	13	12,789	24,674
4300 MATERIALS & SUPPLIES	2,615	9,030	227	13	12,789	24,674
5000 SERVICES AND OTHER OPERATING EXPENSES	8,482	53,016	1,161	-	7,174,554	7,237,213
5200 TRAVEL AND CONFERENCES	3,627	6,146	302	-	550	10,625
5300 DUES AND MEMBERSHIPS	-	-	-	-	5,409	5,409
5400 INSURANCE	25	124	9	-	9,691	9,849
5500 OPERATIONS AND HOUSEKEEPING SERVICES	412	8,067	154	-	13,285	21,918
5600 RENTALS, LEASES, REPAIRS & NONCAPITALIZED IMPROVEMENTS	620	23,145	233	-	99,300	123,298
5800 PROFESSIONAL/CONSULTING SVCS & OPERATING EXPENDITURES	3,502	14,048	352	-	7,021,168	7,039,070
5900 COMMUNICATIONS	296	1,486	111	-	25,151	27,044
Start Up Costs	-	-	-	-	-	-
Start Up Costs	-	-	-	-	-	-
INDIRECT COSTS	244,406	275,820	9,874	3,581	536,581	1,070,262
TOTAL	$ 3,126,626	$ 3,250,071	$ 113,241	$ 39,399	$ 8,506,404	$ 15,035,741

We have examined the claims filed for reimbursement and the original supporting records covering the transactions under these contracts to an extent considered necessary to assure ourselves that the amounts claimed by the Organization were proper.

The Stipend funds received for CMAP-0000 are intentionally not included on the Combining Schedule of Expenditures by State Categories per the guidance from the funding source.

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
COMBINING SCHEDULE OF ADMINISTRATIVE COSTS
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	GENERAL CHILD CARE CCTR - 0052	CALIFORNIA STATE PRESCHOOL CSPP - 0126	MIGRANT CHILD CARE CMIG - 0004	MIGRANT SPECIALIZED SERVICES CMSS - 0004	MIGRANT ALTERNATIVE PAYMENT CMAP - 0000	Total Costs
CLERICAL, TECHNICAL, AND OFFICE STAFF SALARIES	$ (7,429)	$ 94,141	$ 3,199	$ -	$ 507,409	$ 597,320
EMPLOYEE BENEFITS	(2,784)	38,358	1,323	-	103,781	140,678
MATERIALS AND SUPPLIES	2,615	8,921	198	13	11,684	23,431
TRAVEL AND CONFERENCES	3,627	6,146	302	-	448	10,523
DUES AND MEMBERSHIPS	-	-	-	-	4,126	4,126
INSURANCE	25	101	3	-	7,396	7,525
OPERATIONS AND HOUSEKEEPING SERVICES	412	1,712	50	-	10,765	12,939
RENTALS, LEASES, REPAIRS AND NONCAPITALIZED IMPROVEMENTS	609	2,529	137	-	75,088	78,363
PROFESSIONAL/CONSULTING SERVICES AND OPERATING EXPENDITURES	3,156	12,602	300	-	80	16,138
COMMUNICATIONS	296	1,202	30	-	19,218	20,746
INDIRECT COSTS	244,406	275,820	9,874	3,581	536,581	1,070,262
TOTAL ADMINISTRATIVE COSTS	$ 244,933	$ 441,532	$ 15,416	$ 3,594	$ 1,276,576	$ 1,982,051

The Stipend funds received for CMAP-0000 are intentionally not included on the Combining Schedule of Administrative Costs per the guidance from the funding source.

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
COMBINING SCHEDULE OF RENOVATION AND REPAIR EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	GENERAL CHILD CARE CCTR - 0052	CALIFORNIA STATE PRESCHOOL CSPP - 0126	MIGRANT CHILD CARE CMIG - 0004	MIGRANT SPECIALIZED SERVICES CMSS - 0004	MIGRANT ALTERNATIVE PAYMENT CMAP - 0000	Total Costs
Unit Costs Under $10,000 Items:	$ -	$ -	$ -	$ -	$ -	$ -
Unit Costs Over $10,000 Items With CDD Approval:	-	-	-	-	-	-
Unit Costs Over $10,000 Items Without CDD Approval:	-	-	-	-	-	-
Total Renovation and Repair Expenditures	$ -	$ -	$ -	$ -	$ -	$ -

The Stipend funds received for CMAP-0000 are intentionally not included on the Combining Schedule of Renovation and Repair Expenditures per the guidance from the funding source.

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
COMBINING SCHEDULE OF EQUIPMENT EXPENDITURES
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

	GENERAL CHILD CARE CCTR - 0052	CALIFORNIA STATE PRESCHOOL CSPP - 0126	MIGRANT CHILD CARE CMIG - 0004	MIGRANT SPECIALIZED SERVICES CMSS - 0004	MIGRANT ALTERNATIVE PAYMENT CMAP - 0000	Total Costs
Unit Costs Under $7,500 Items:	$ -	$ -	$ -	$ -	$ -	$ -
Unit Costs Over $7,500 Items With CDD Approval:	-	-	-	-	-	-
Unit Costs Over $7,500 Items Without CDD Approval:	-	-	-	-	-	-
Total Equipment Expenditures	$ -	$ -	$ -	$ -	$ -	$ -

The Stipend funds received for CMAP-0000 are intentionally not included on the Combining Schedule of Equipment Expenditures per the guidance from the funding source.

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD AND ADULT CARE FOOD PROGRAM
SCHEDULE OF REPORTED, ADJUSTED AND ALLOWED MEALS AND EARNED REIMBURSEMENT
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

FIXED PERCENTAGE METHOD

Federal Meal Compensation	Meals Reported	Meals Adjusted	Meals Allowed	Food Service Rates July 2020 to June 2021	Revenue Recognized	Audit Adjustments	Earned Reimbursements
Breakfast							
Free	143,855	(96)	143,951	$1.89	$ 271,885	$ (181)	$ 271,704
Reduced	-	-	-	$1.59	-	-	-
Base	-	-	-	$0.32	-	-	-
Total	143,855	(96)	143,951		$ 271,885	$ (181)	$ 271,704
Lunch							
Free	146,858	(83)	146,941	$3.51	$ 515,472	$ (291)	$ 515,181
Reduced	-	-	-	$3.11	-	-	-
Base	-	-	-	$0.33	-	-	-
Total	146,858	(83)	146,941		$ 515,472	$ (291)	$ 515,181
HS Snack							
Free	77,152	(89)	77,241	$0.96	$ 74,067	$ (85)	$ 73,982
Reduced	-	-	-	$0.48	-	-	-
Base	-	-	-	$0.08	-	-	-
Total	77,152	(89)	77,241		$ 74,067	$ (85)	$ 73,982
State Snack							
Free	52,858	-	52,858	$0.96	$ 50,744	$ -	$ 50,744
Reduced	-	-	-	$0.48	-	-	-
Base	-	-	-	$0.08	-	-	-
Total	52,858	-	52,858		$ 50,744	$ -	$ 50,744
Total Rate X Meals	420,723	-	420,991		$ 912,168	$ (558)	$ 911,610
Cash-in-Lieu	146,858	-	146,858	$0.2450	$ 35,980	$ -	$ 35,980
Total Federal Reimbursement					$ 948,148	$ (558)	$ 947,590

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD AND ADULT CARE FOOD PROGRAM
SCHEDULE OF REPORTED, ADJUSTED AND ALLOWED MEALS
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

FIXED PERCENTAGE METHOD

	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed
	July 1, 2020 to July 31, 2020			August 1, 2020 to August 31, 2020			September 1, 2020 to September 30, 2020		
Breakfast									
Free	3,132	-	3,132	5,426	-	5,426	7,988	12	8,000
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	3,132	-	3,132	5,426	-	5,426	7,988	12	8,000
Lunch									
Free	3,348	-	3,348	5,569	-	5,569	8,184	20	8,204
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	3,348	-	3,348	5,569	-	5,569	8,184	20	8,204
HS Snack									
Free	749	-	749	1,771	-	1,771	1,717	5	1,722
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	749	-	749	1,771	-	1,771	1,717	5	1,722
State Snack									
Free	2,176	-	2,176	3,123	-	3,123	5,331	-	5,331
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	2,176	-	2,176	3,123	-	3,123	5,331	-	5,331

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD AND ADULT CARE FOOD PROGRAM
SCHEDULE OF REPORTED, ADJUSTED AND ALLOWED MEALS
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

FIXED PERCENTAGE METHOD

	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed
	October 1, 2020 to October 31, 2020			November 1, 2020 to November 30, 2020			December 1, 2020 to December 31, 2020		
Breakfast									
Free	13,876	-	13,876	12,928	-	12,928	14,000	(108)	13,892
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	13,876	-	13,876	12,928	-	12,928	14,000	(108)	13,892
Lunch									
Free	14,106	-	14,106	13,625	-	13,625	14,035	(103)	13,932
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	14,106	-	14,106	13,625	-	13,625	14,035	(103)	13,932
HS Snack									
Free	8,172	-	8,172	8,359	-	8,359	9,476	(94)	9,382
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	8,172	-	8,172	8,359	-	8,359	9,476	(94)	9,382
State Snack									
Free	6,231	-	6,231	3,865	-	3,865	3,784	-	3,784
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	6,231	-	6,231	3,865	-	3,865	3,784	-	3,784

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD AND ADULT CARE FOOD PROGRAM
SCHEDULE OF REPORTED, ADJUSTED AND ALLOWED MEALS
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

FIXED PERCENTAGE METHOD

	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed
	January 1, 2021 to January 31, 2021			**February 1, 2021 to February 28, 2021**			**March 1, 2021 to March 31, 2021**		
Breakfast									
Free	15,594	-	15,594	15,397	-	15,397	16,637	-	16,637
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	15,594	-	15,594	15,397	-	15,397	16,637	-	16,637
Lunch									
Free	15,678	-	15,678	15,524	-	15,524	17,835	-	17,835
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	15,678	-	15,678	15,524	-	15,524	17,835	-	17,835
HS Snack									
Free	10,427	-	10,427	10,235	-	10,235	8,985	-	8,985
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	10,427	-	10,427	10,235	-	10,235	8,985	-	8,985
State Snack									
Free	4,342	-	4,342	4,219	-	4,219	5,669	-	5,669
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	4,342	-	4,342	4,219	-	4,219	5,669	-	5,669

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD AND ADULT CARE FOOD PROGRAM
SCHEDULE OF REPORTED, ADJUSTED AND ALLOWED MEALS
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

FIXED PERCENTAGE METHOD

	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed	Reported	Adjusted	Allowed
	April 1, 2021 to April 30, 2021			May 1, 2021 to May 31, 2021			June 1, 2021 to June 30, 2021		
Breakfast									
Free	16,068	-	16,068	13,673	-	13,673	9,136	-	9,136
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	16,068	-	16,068	13,673	-	13,673	9,136	-	9,136
Lunch									
Free	16,221	-	16,221	13,586	-	13,586	9,147	-	9,147
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	16,221	-	16,221	13,586	-	13,586	9,147	-	9,147
HS Snack									
Free	7,526	-	7,526	6,166	-	6,166	3,569	-	3,569
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	7,526	-	7,526	6,166	-	6,166	3,569	-	3,569
State Snack									
Free	5,699	-	5,699	4,809	-	4,809	3,610	-	3,610
Reduced	-	-	-	-	-	-	-	-	-
Base	-	-	-	-	-	-	-	-	-
Total	5,699	-	5,699	4,809	-	4,809	3,610	-	3,610

See Note to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD AND ADULT CARE FOOD PROGRAM
SCHEDULE OF REPORTED, ADJUSTED AND ALLOWED ENROLLMENT - CHILD CARE CENTERS
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

FIXED PERCENTAGE METHOD

Enrollment	July	August	September	October	November	December	January	February	March	April	May	June
Total												
Reported	789	1,119	1,283	1,958	1,398	1,419	1,431	1,432	2,076	1,455	1,467	1,161
Adjusted	1,329	999	835	160	720	699	687	686	42	663	651	957
Allowed	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118
Free												
Reported	789	1,119	1,283	1,958	1,398	1,419	1,431	1,432	2,076	1,455	1,467	1,161
Adjusted	1,329	999	835	160	720	699	687	686	42	663	651	957
Allowed	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118
Reduced												
Reported	-	-	-	-	-	-	-	-	-	-	-	-
Adjusted	-	-	-	-	-	-	-	-	-	-	-	-
Allowed	-	-	-	-	-	-	-	-	-	-	-	-
Base												
Reported	-	-	-	-	-	-	-	-	-	-	-	-
Adjusted	-	-	-	-	-	-	-	-	-	-	-	-
Allowed	-	-	-	-	-	-	-	-	-	-	-	-

See Note to Special Purpose Financial Statements.

Community Action Partnership of Kern
Reconciliation of Single Audit to Program Audit
Period Ended February 28, 2021 and June 30, 2021

	Single Audit Feb. 28, 2021	Less: Mar. 1, 2020 thru June 30, 2020 and Eliminations *	Mar. 1, 2021 Thru June 30, 2021	Program Audit June 30, 2021
ASSETS				
Current Assets				
Cash	$ 7,143,419	$ (5,429,521)	$ 681,929	$ 2,395,827
Grants and contracts receivable	3,954,464	(4,506,933)	921,458	368,989
Inventories	1,212,729	(1,212,729)	-	-
Prepaid expenses	600,015	(591,055)	20,058	29,018
Total current assets	12,910,627	(11,740,238)	1,623,445	2,793,834
Noncurrent Assets				
Cash restricted for program use by funding agencies	601,052	(601,052)	-	-
Property and equipment	10,440,221	(10,440,221)	-	-
Total noncurrent assets	11,041,273	(11,041,273)	-	-
Total assets	$ 23,951,900	$ (22,781,511)	$ 1,623,445	$ 2,793,834
LIABILITIES AND NET ASSETS				
Current liabilities				
Current maturities of long-term debt	$ 389,169	$ (389,169)	$ -	$ -
Accounts payable	2,354,622	(1,612,526)	(46,212)	695,884
Accrued expenses	2,520,322	(2,390,125)	(70,659)	59,538
Advances payable	327,594	(27,679)	1,738,497	2,038,412
Deferred revenue	3,068,355	(3,068,355)	-	-
Total current liabilities	8,660,062	(7,487,854)	1,621,626	2,793,834
Noncurrent Liabilities				
Long-term debt, less current maturities	1,084,055	(1,084,055)	-	-
Total liabilities	9,744,117	(8,571,909)	1,621,626	2,793,834
Net Position:				
With donor restrictions	118,491	(118,491)	-	-
Without donor restrictions				
Board designated for accrued vacation liability	977,652	(977,652)	-	-
Undesignated	13,111,640	(13,113,459)	1,819	-
Total net position	14,207,783	(14,209,602)	1,819	-
Total liabilities and net position	$ 23,951,900	$ (22,781,511)	$ 1,623,445	$ 2,793,834
SUPPORT AND REVENUE				
Program Revenues				
Federal grants	$ 63,381,731	$ (58,727,841)	$ 3,415,165	$ 8,069,055
State grants	15,437,416	(10,368,924)	2,770,730	7,839,222
Local grants	1,467,604	(1,467,604)	-	-
Public Support				
Contributions in-kind	350,625	(350,625)	-	-
Donations				
Food	35,342,864	(35,342,864)	-	-
Cash	497,796	(497,796)	-	-
Other	1,422,293	(1,269,184)	518,451	671,560
Total support and revenue	117,900,329	(108,024,838)	6,704,346	16,579,837
EXPENDITURES	116,923,571	(107,048,080)	6,704,346	16,579,837
EXCESS SUPPORT AND REVENUE OVER (UNDER) EXPENDITURES	$ 976,758	$ (976,758)	$ -	$ -

* Eliminations are non-California Department of Education programs.

See Notes to Special Purpose Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN

NOTE TO SPECIAL PURPOSE FINANCIAL STATEMENTS

Note 1. Nature of Activities and Significant Accounting Policies

Nature of Activities: **Community Action Partnership of Kern** (the Organization) is a not-profit organization which has been designated as the Community Action Agency of Kern County (the County). The purpose of this organization is to mobilize and utilize public and private resources of the urban and rural communities in the County of Kern to combat poverty through community action programs.

These special purpose financial statements represent only specific information for the year ended June 30, 2021, and they are not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America. The general-purpose financial statements for the Organization for the year ended February 28, 2021 were prepared in conformity with accounting principles generally accepted in the United States of America. A copy can be obtained by contacting the Organization.

The schedules of revenue and expenditures presented on pages 4-11 represent the program activity for each state grant for the year ended June 30, 2021. They are intended to assist the State Department of Education in reconciling to the Organization's fiscal year ended February 28, 2021.

The special purpose financial statements presented herein on pages 12-22 and 26-59 were prepared specifically to comply with California Department of Education reporting requirements at each program level, using the fiscal year of the state.

Global Pandemic: The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad and negative impact on commerce and financial markets around the world. The United States and global markets experienced significant declines in value resulting from uncertainty caused by the pandemic. The Organization is closely monitoring its liquidity and is actively working to minimize the impact of these declines. The extent of the impact of COVID-19 on the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on the Organization's grantors, employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact the Organization's special purpose financial statements is uncertain and the accompanying special purpose financial statements include no adjustments relating to the effects of this pandemic.

A summary of the Organization's significant accounting policies follows:

Basis of Presentation: The accompanying schedule of expenditures of state awards includes the state grant activity of the Organization and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

Property: Property purchased with California Department of Education contract funds during fiscal year 2020-2021 has been separately accounted for in the property management system.

Claim Preparation: Due to the provisions in the Improving Head Start for School Readiness Act of 2007 (Public Law 110-134) (Head Start), any child enrolled in Head Start is now automatically eligible for free meals provided by the United States Department of Agriculture (USDA) National School Breakfast Program, National School Lunch Program, and the Child and Adult Care Food Program.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Community Action Partnership of Kern
Bakersfield, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the special purpose financial statements of **Community Action Partnership of Kern**, as of and for the year ended June 30, 2021, and the related note to the special purpose financial statements, which comprise **Community Action Partnership of Kern**'s special purpose financial statements, and have issued our report thereon dated December 10, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the special purpose financial statements, we considered **Community Action Partnership of Kern**'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control. Accordingly, we do not express an opinion on the effectiveness of **Community Action Partnership of Kern**'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether **Community Action Partnership of Kern**'s special purpose financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the special purpose financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Daniells Phillips Vaughan & Bock

Bakersfield, California
December 10, 2021

California Department of Social Services
Audited Attendance and Fiscal Report
for Child Development Programs

Fiscal Year Ending June 30, 2021

Contract Number CCTR 0052

Vendor Code Y320

A U D 9500 v2 Page 1 of 8

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 1 - Days of Enrollment Certified Children

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Infants (up to 18 months) Full-time-plus	82		82	2.8792	236.0944
Infants (up to 18 months) Full-time	5,662		5,662	2.4400	13,815.28
Infants (up to 18 months) Three-quarters-time	2,492		2,492	1.8300	4,560.36
Infants (up to 18 months) One-half-time				1.3420	0
Toddlers (18 up to 36 months) Full-time-plus	588		588	2.1240	1,248.912
Toddlers (18 up to 36 months) Full-time	13,645		13,645	1.8000	24,561
Toddlers (18 up to 36 months) Three-quarters-time	7,341		7,341	1.3500	9,910.35
Toddlers (18 up to 36 months) One-half-time				0.9900	0
Three Years and Older Full-time-plus				1.1800	0
Three Years and Older Full-time				1.0000	0
Three Years and Older Three-quarters-time				0.7500	0
Three Years and Older One-half-time				0.5500	0
Exceptional Needs Full-time-plus				1.8172	0
Exceptional Needs Full-time				1.5400	0
Exceptional Needs Three-quarters-time				1.1550	0
Exceptional Needs One-half-time				0.8470	0

Contract Number CCTR 0052

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 1 - Days of Enrollment Certified Children (continued)

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Limited and Non-English Proficient Full-time-plus				1.2980	0
Limited and Non-English Proficient Full-time				1.1000	0
Limited and Non-English Proficient Three-quarters-time				0.8250	0
Limited and Non-English Proficient One-half-time				0.6050	0
At Risk of Abuse or Neglect Full-time-plus				1.2980	0
At Risk of Abuse or Neglect Full-time				1.1000	0
At Risk of Abuse or Neglect Three-quarters-time				0.8250	0
At Risk of Abuse or Neglect One-half-time				0.6050	0
Severely Disabled Full-time-plus				2.2774	0
Severely Disabled Full-time				1.9300	0
Severely Disabled Three-quarters-time				1.4475	0
Severely Disabled One-half-time				1.0615	0
TOTAL CERTIFIED DAYS OF ENROLLMENT	**29,810**		**29,810**	**N/A**	**54,331.9964**
DAYS OF OPERATION	**243**		**243**	**N/A**	**N/A**
DAYS OF ATTENDANCE	**29,374**		**29,374**	**N/A**	**N/A**

☐ NO NON-CERTIFIED CHILDREN Check this box (omit pages 3-4) and continue to Revenue Section on page 5.

Contract Number CCTR 0052

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Days of Enrollment Non-Certified Children

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Infants (up to 18 months) Full-time-plus				2.8792	0
Infants (up to 18 months) Full-time				2.4400	0
Infants (up to 18 months) Three-quarters-time	950		950	1.8300	1,738.5
Infants (up to 18 months) One-half-time				1.3420	0
Toddlers (18 up to 36 months) Full-time-plus				2.1240	0
Toddlers (18 up to 36 months) Full-time				1.8000	0
Toddlers (18 up to 36 months) Three-quarters-time	5,150		5,150	1.3500	6,952.5
Toddlers (18 up to 36 months) One-half-time				0.9900	0
Three Years and Older Full-time-plus				1.1800	0
Three Years and Older Full-time				1.0000	0
Three Years and Older Three-quarters-time				0.7500	0
Three Years and Older One-half-time				0.5500	0
Exceptional Needs Full-time-plus				1.8172	0
Exceptional Needs Full-time				1.5400	0
Exceptional Needs Three-quarters-time				1.1550	0
Exceptional Needs One-half-time				0.8470	0

Contract Number CCTR 0052

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Days of Enrollment Non-Certified Children (continued)

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Limited and Non-English Proficient Full-time-plus				1.2980	0
Limited and Non-English Proficient Full-time				1.1000	0
Limited and Non-English Proficient Three-quarters-time				0.8250	0
Limited and Non-English Proficient One-half-time				0.6050	0
At Risk of Abuse or Neglect Full-time-plus				1.2980	0
At Risk of Abuse or Neglect Full-time				1.1000	0
At Risk of Abuse or Neglect Three-quarters-time				0.8250	0
At Risk of Abuse or Neglect One-half-time				0.6050	0
Severely Disabled Full-time-plus				2.2774	0
Severely Disabled Full-time				1.9300	0
Severely Disabled Three-quarters-time				1.4475	0
Severely Disabled One-half-time				1.0615	0
TOTAL NON-CERTIFIED DAYS OF ENROLLMENT	**6,100**		**6,100**	**N/A**	**8,691**

Contract Number CCTR 0052

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 3 - Revenue

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Income - Child Nutrition Programs			
Restricted Income - County Maintenance of Effort (EC Section 8279)			
Restricted Income - Other:			
Restricted Income - Subtotal			
Transfer From Reserve	7,520		7,520
Waived Family Fees for Certified Children (July and August)	3,146		3,146
Family Fees Collected for Certified Children (September - June)	744		744
Waived Family Fees for Certified Children (September - June)	4,351		4,351
Family Fees (September - June) - Subtotal	**5,095**		**5,095**
Interest Earned on Child Development Apportionment Payments			
Unrestricted Income - Fees for Non-Certified Children			
Unrestricted Income - Head Start	430,552		430,552
Unrestricted Income - Other:			
Total Revenue	**438,816**		**438,816**

Comments:

Audit Report Page 5

Contract Number CCTR 0052

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 4 - Reimbursable Expenses

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Direct Payments to Providers (FCCH only)			
1000 Certificated Salaries	1,642,121		1,642,121
2000 Classified Salaries	586,703		586,703
3000 Employee Benefits	642,299		642,299
4000 Books and Supplies	2,615		2,615
5000 Services and Other Operating Expenses	8,482		8,482
6100/6200 Other Approved Capital Outlay			
6400 New Equipment (program-related)			
6500 Equipment Replacement (program-related)			
Depreciation or Use Allowance			
Start-up Expenses (service level exemption)			
Budget Impasse Credit			
Indirect Costs (include in Total Administrative Cost)	244,406		244,406
Non-Reimbursable (State use only)			
Total Reimbursable Expenses	**3,126,626**		**3,126,626**
Total Administrative Cost (included in Section 4 above)	244,933		244,933
Total Staff Training Cost (included in Section 4 above)			

Approved Indirect Cost Rate: 10.0%

☒ NO SUPPLEMENTAL REVENUE / EXPENSES Check this box and omit page 7.

Audit Report Page 6

Contract Number CCTR 0052

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 5 - Supplemental Revenue

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Enhancement Funding			
Other:			
Other:			
Total Supplemental Revenue			

Section 6 - Supplemental Expenses

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
1000 Certificated Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Books and Supplies			
5000 Services and Other Operating Expenses			
6000 Equipment / Capital Outlay			
Depreciation or Use Allowance			
Indirect Costs			
Non-Reimbursable Supplemental Expenses			
Total Supplemental Expenses			

Contract Number CCTR 0052

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 7 - Summary

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Total Certified Days of Enrollment	29,810		29,810
Days of Operation	243		243
Days of Attendance	29,374		29,374
Restricted Program Income			
Transfer from Reserve	7,520		7,520
Family Fees for Certified Children (September - June)	5,095		5,095
Interest Earned on Child Development Apportionment Payments			
Direct Payments to Providers			
Start-up Expenses (service level exemption)			
Total Reimbursable Expenses	3,126,626		3,126,626
Total Administrative Cost	244,933		244,933
Total Staff Training Cost			

Total Certified Adjusted Days of Enrollment 54,331.9964 Total Non-Certified Adjusted Days of Enrollment 8,691

Independent auditor's assurances on agency's compliance with contract funding terms and conditions and program requirements of the California Department of Education, Early Learning and Care Division:

Eligibility, enrollment and attendance records are being maintained as required (select YES or NO from the drop-down box): YES

Reimbursable expenses claimed on page 6 are eligible for reimbursement, reasonable, necessary, and adequately supported (select YES or NO from the drop-down box): YES

Include any comments in the comments box on page 5. If necessary, attach additional sheets to explain adjustments.

Audit Report Page 8

California Department of Education
Audited Attendance and Fiscal Report for
California State Preschool Programs

Fiscal Year Ending	June 30, 2021
Contract Number	CSPP 0126
Vendor Code	Y320

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 1 - Days of Enrollment Certified Children

Enrollment Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Three Years and Older Full-time-plus	347		347	1.1800	409.46
Three Years and Older Full-time	13,675		13,675	1.0000	13,675
Three Years and Older Three-quarters-time	11,714		11,714	0.7500	8,785.5
Three Years and Older One-half-time	37,689		37,689	0.6193	23,340.7977
Exceptional Needs Full-time-plus				1.8172	0
Exceptional Needs Full-time	445		445	1.5400	685.3
Exceptional Needs Three-quarters-time	62		62	1.1550	71.61
Exceptional Needs One-half-time	361		361	0.9537	344.2857
Limited and Non-English Proficient Full-time-plus	909		909	1.2980	1,179.882
Limited and Non-English Proficient Full-time	2,579		2,579	1.1000	2,836.9
Limited and Non-English Proficient Three-quarters-time	2,547		2,547	0.8250	2,101.275
Limited and Non-English Proficient One-half-time	6,328		6,328	0.6193	3,918.9304

Contract Number CSPP 0126

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 1 - Days of Enrollment Certified Children (continued)

Enrollment Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
At Risk of Abuse or Neglect Full-time-plus				1.2980	0
At Risk of Abuse or Neglect Full-time	2,983		2,983	1.1000	3,281.3
At Risk of Abuse or Neglect Three-quarters-time	395		395	0.8250	325.875
At Risk of Abuse or Neglect One-half-time	733		733	0.6193	453.9469
Severely Disabled Full-time-plus				2.2774	0
Severely Disabled Full-time				1.9300	0
Severely Disabled Three-quarters-time				1.4475	0
Severely Disabled One-half-time				1.1952	0
TOTAL DAYS OF ENROLLMENT	**80,767**		**80,767**	N/A	**61,410.0627**
DAYS OF OPERATION	**243**		**243**	N/A	N/A
DAYS OF ATTENDANCE	**79,703**		**79,703**	N/A	N/A

☐ NO NON-CERTIFIED CHILDREN Check this box (omit pages 3 and 4) and continue to Revenue Section on page 5.

Contract Number CSPP 0126

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Days of Enrollment Non-Certified Children

Enrollment Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Toddlers (18 up to 36 months) Full-time-plus				2.1240	0
Toddlers (18 up to 36 months) Full-time				1.8000	0
Toddlers (18 up to 36 months) Three-quarters-time				1.3500	0
Toddlers (18 up to 36 months) One-half-time				0.9900	0
Three Years and Older Full-time-plus				1.1800	0
Three Years and Older Full-time				1.0000	0
Three Years and Older Three-quarters-time				0.7500	0
Three Years and Older One-half-time	6,145		6,145	0.6193	3,805.5985
Exceptional Needs Full-time-plus				1.8172	0
Exceptional Needs Full-time				1.5400	0
Exceptional Needs Three-quarters-time				1.1550	0
Exceptional Needs One-half-time				0.9537	0

Contract Number CSPP 0126

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Days of Enrollment Non-Certified Children (continued)

Enrollment Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Limited and Non-English Proficient Full-time-plus				1.2980	0
Limited and Non-English Proficient Full-time				1.1000	0
Limited and Non-English Proficient Three-quarters-time				0.8250	0
Limited and Non-English Proficient One-half-time				0.6193	0
At Risk of Abuse or Neglect Full-time-plus				1.2980	0
At Risk of Abuse or Neglect Full-time				1.1000	0
At Risk of Abuse or Neglect Three-quarters-time				0.8250	0
At Risk of Abuse or Neglect One-half-time				0.6193	0
Severely Disabled Full-time-plus				2.2774	0
Severely Disabled Full-time				1.9300	0
Severely Disabled Three-quarters-time				1.4475	0
Severely Disabled One-half-time				1.1952	0
TOTAL NON-CERTIFIED DAYS OF ENROLLMENT	**6,145**		**6,145**	**N/A**	**3,805.5985**

Contract Number CSPP 0126

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 3 - Revenue

Revenue Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Income - Child Nutrition Programs			
Restricted Income - County Maintenance of Effort (EC Section 8279)			
Restricted Income - Other:			
Restricted Income - Subtotal			
Transfer from Reserve - General			
Transfer from Reserve - Professional Development			
Transfer from Reserve Total			
Waived Family Fees for Certified Children (July - August)	3,022		3,022
Family Fees Collected for Certified Children (September - June)	389		389
Waived Family Fees for Certified Children (September - June)	29,289		29,289
Family Fees for Certified Children (September - June) - Subtotal	**29,678**		**29,678**
Interest Earned on Child Development Apportionment Payments			
Unrestricted Income - Fees for Non-Certified Children			
Unrestricted Income - Head Start	189,709		189,709
Unrestricted Income - Other:			
Total Revenue	**190,098**		**190,098**

Comments:

Audit Report Page 5

Contract Number CSPP 0126

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 4 - Reimbursable Expenses

Expense Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit
Direct Payments to Providers (FCCH only)			
1000 Certificated Salaries	1,514,523		1,514,523
2000 Classified Salaries	669,322		669,322
3000 Employee Benefits	728,360		728,360
4000 Books and Supplies	9,030		9,030
5000 Services and Other Operating Expenses	53,016		53,016
6100/6200 Other Approved Capital Outlay			
6400 New Equipment (program-related)			
6500 Equipment Replacement (program-related)			
Depreciation or Use Allowance			
Start-up Expenses (service level exemption)			
Budget Impasse Credit			
Indirect Costs (include in Total Administrative Cost)	275,820		275,820
Non-Reimbursable (State use only)			
Total Reimbursable Expenses	**3,250,071**		**3,250,071**
Total Administrative Cost (included in Section 4 above)	441,532		441,532
Total Staff Training Cost (included in Section 4 above)			

Approved Indirect Cost Rate: 10.0%

☒ NO SUPPLEMENTAL REVENUE / EXPENSES Check this box and omit page 7.

Audit Report Page 6

Contract Number CSPP 0126

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 5 - Supplemental Revenue

Supplemental Revenue Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit
Enhancement Funding			
Other:			
Other:			
Total Supplemental Revenue			

Section 6 - Supplemental Expenses

Supplemental Expense Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit
1000 Certificated Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Books and Supplies			
5000 Services and Other Operating Expenses			
6000 Equipment / Capital Outlay			
Depreciation or Use Allowance			
Indirect Costs			
Non-Reimbursable Supplemental Expenses			
Total Supplemental Expenses			

Contract Number CSPP 0126

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 7 - Summary

Summary Category	Column A Cumulative CDNFS 8501	Column B Audit Adjustments	Column C Cumulative per Audit
Total Certified Days of Enrollment	80,767		80,767
Days of Operation	243		243
Days of Attendance	79,703		79,703
Restricted Program Income			
Transfer from Reserve			
Family Fees for Certified Children (September - June)	29,678		29,678
Interest Earned on Apportionment Payments			
Direct Payments to Providers			
Start-up Expenses (service level exemption)			
Total Reimbursable Expenses	3,250,071		3,250,071
Total Administrative Cost	441,532		441,532
Total Staff Training Cost			

Total Certified Adjusted Days of Enrollment 61,410.0627

Total Non-Certified Adjusted Days of Enrollment 3,805.5985

Independent auditor's assurances on agency's compliance with the contract funding terms and conditions and program requirements of the California Department of Education, Early Learning and Care Division:

Eligibility, enrollment and attendance records are being maintained as required (select YES or NO from the drop-down box): Yes

Reimbursable expenses claimed on page 6 are eligible for reimbursement, reasonable, necessary, and adequately supported (select YES or NO from the drop-down box): Yes

Include any comments in the comments box on page 5. If necessary, attach additional sheets to explain adjustments.

Audit Report Page 8

California Department of Social Services
Audited Attendance and Fiscal Report
for Child Development Programs

Fiscal Year Ending June 30, 2021

Contract Number CMIG 0004

Vendor Code Y320

A U D 9500 v2 Page 1 of 8

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 1 - Days of Enrollment Certified Children

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Infants (up to 18 months) Full-time-plus				2.8792	0
Infants (up to 18 months) Full-time				2.4400	0
Infants (up to 18 months) Three-quarters-time				1.8300	0
Infants (up to 18 months) One-half-time				1.3420	0
Toddlers (18 up to 36 months) Full-time-plus				2.1240	0
Toddlers (18 up to 36 months) Full-time				1.8000	0
Toddlers (18 up to 36 months) Three-quarters-time				1.3500	0
Toddlers (18 up to 36 months) One-half-time				0.9900	0
Three Years and Older Full-time-plus				1.1800	0
Three Years and Older Full-time	42		42	1.0000	42
Three Years and Older Three-quarters-time	181		181	0.7500	135.75
Three Years and Older One-half-time				0.5500	0
Exceptional Needs Full-time-plus				1.8172	0
Exceptional Needs Full-time				1.5400	0
Exceptional Needs Three-quarters-time				1.1550	0
Exceptional Needs One-half-time				0.8470	0

Contract Number CMIG 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 1 - Days of Enrollment Certified Children (continued)

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Limited and Non-English Proficient Full-time-plus	852		852	1.2980	1,105.896
Limited and Non-English Proficient Full-time	567		567	1.1000	623.7
Limited and Non-English Proficient Three-quarters-time	349		349	0.8250	287.925
Limited and Non-English Proficient One-half-time				0.6050	0
At Risk of Abuse or Neglect Full-time-plus				1.2980	0
At Risk of Abuse or Neglect Full-time				1.1000	0
At Risk of Abuse or Neglect Three-quarters-time				0.8250	0
At Risk of Abuse or Neglect One-half-time				0.6050	0
Severely Disabled Full-time-plus				2.2774	0
Severely Disabled Full-time				1.9300	0
Severely Disabled Three-quarters-time				1.4475	0
Severely Disabled One-half-time				1.0615	0
TOTAL CERTIFIED DAYS OF ENROLLMENT	**1,991**		**1,991**	**N/A**	**2,195.271**
DAYS OF OPERATION	**243**		**243**	**N/A**	**N/A**
DAYS OF ATTENDANCE	**1,973**		**1,973**	**N/A**	**N/A**

☐ NO NON-CERTIFIED CHILDREN Check this box (omit pages 3-4) and continue to Revenue Section on page 5.

Contract Number CMIG 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Days of Enrollment Non-Certified Children

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Infants (up to 18 months) Full-time-plus				2.8792	0
Infants (up to 18 months) Full-time				2.4400	0
Infants (up to 18 months) Three-quarters-time				1.8300	0
Infants (up to 18 months) One-half-time				1.3420	0
Toddlers (18 up to 36 months) Full-time-plus				2.1240	0
Toddlers (18 up to 36 months) Full-time				1.8000	0
Toddlers (18 up to 36 months) Three-quarters-time				1.3500	0
Toddlers (18 up to 36 months) One-half-time				0.9900	0
Three Years and Older Full-time-plus				1.1800	0
Three Years and Older Full-time				1.0000	0
Three Years and Older Three-quarters-time				0.7500	0
Three Years and Older One-half-time	81		81	0.5500	44.55
Exceptional Needs Full-time-plus				1.8172	0
Exceptional Needs Full-time				1.5400	0
Exceptional Needs Three-quarters-time				1.1550	0
Exceptional Needs One-half-time				0.8470	0

Contract Number CMIG 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Days of Enrollment Non-Certified Children (continued)

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Limited and Non-English Proficient Full-time-plus				1.2980	0
Limited and Non-English Proficient Full-time				1.1000	0
Limited and Non-English Proficient Three-quarters-time				0.8250	0
Limited and Non-English Proficient One-half-time	80		80	0.6050	48.4
At Risk of Abuse or Neglect Full-time-plus				1.2980	0
At Risk of Abuse or Neglect Full-time				1.1000	0
At Risk of Abuse or Neglect Three-quarters-time				0.8250	0
At Risk of Abuse or Neglect One-half-time				0.6050	0
Severely Disabled Full-time-plus				2.2774	0
Severely Disabled Full-time				1.9300	0
Severely Disabled Three-quarters-time				1.4475	0
Severely Disabled One-half-time				1.0615	0
TOTAL NON-CERTIFIED DAYS OF ENROLLMENT	**161**		**161**	**N/A**	**92.95**

Contract Number CMIG 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 3 - Revenue

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Income - Child Nutrition Programs			
Restricted Income - County Maintenance of Effort (EC Section 8279)			
Restricted Income - Other:			
Restricted Income - Subtotal			
Transfer From Reserve			
Waived Family Fees for Certified Children (July and August)	109		109
Family Fees Collected for Certified Children (September - June)			
Waived Family Fees for Certified Children (September - June)			
Family Fees (September - June) - Subtotal			
Interest Earned on Child Development Apportionment Payments			
Unrestricted Income - Fees for Non-Certified Children			
Unrestricted Income - Head Start	4,605		4,605
Unrestricted Income - Other:			
Total Revenue	**4,605**		**4,605**

Comments:

Audit Report Page 5

Contract Number CMIG 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 4 - Reimbursable Expenses

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Direct Payments to Providers (FCCH only)			
1000 Certificated Salaries	53,073		53,073
2000 Classified Salaries	23,389		23,389
3000 Employee Benefits	25,517		25,517
4000 Books and Supplies	227		227
5000 Services and Other Operating Expenses	1,161		1,161
6100/6200 Other Approved Capital Outlay			
6400 New Equipment (program-related)			
6500 Equipment Replacement (program-related)			
Depreciation or Use Allowance			
Start-up Expenses (service level exemption)			
Budget Impasse Credit			
Indirect Costs (include in Total Administrative Cost)	9,874		9,874
Non-Reimbursable (State use only)			
Total Reimbursable Expenses	**113,241**		**113,241**
Total Administrative Cost (included in Section 4 above)	15,416		15,416
Total Staff Training Cost (included in Section 4 above)			

Approved Indirect Cost Rate: 10.0%

☒ NO SUPPLEMENTAL REVENUE / EXPENSES Check this box and omit page 7.

Audit Report Page 6

Contract Number CMIG 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 5 - Supplemental Revenue

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Enhancement Funding			
Other:			
Other:			
Total Supplemental Revenue			

Section 6 - Supplemental Expenses

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
1000 Certificated Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Books and Supplies			
5000 Services and Other Operating Expenses			
6000 Equipment / Capital Outlay			
Depreciation or Use Allowance			
Indirect Costs			
Non-Reimbursable Supplemental Expenses			
Total Supplemental Expenses			

Contract Number CMIG 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 7 - Summary

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Total Certified Days of Enrollment	1,991		1,991
Days of Operation	243		243
Days of Attendance	1,973		1,973
Restricted Program Income			
Transfer from Reserve			
Family Fees for Certified Children (September - June)			
Interest Earned on Child Development Apportionment Payments			
Direct Payments to Providers			
Start-up Expenses (service level exemption)			
Total Reimbursable Expenses	113,241		113,241
Total Administrative Cost	15,416		15,416
Total Staff Training Cost			

Total Certified Adjusted Days of Enrollment 2,195.271

Total Non-Certified Adjusted Days of Enrollment 92.95

Independent auditor's assurances on agency's compliance with contract funding terms and conditions and program requirements of the California Department of Education, Early Learning and Care Division:

Eligibility, enrollment and attendance records are being maintained as required (select YES or NO from the drop-down box): YES

Reimbursable expenses claimed on page 6 are eligible for reimbursement, reasonable, necessary, and adequately supported (select YES or NO from the drop-down box): YES

Include any comments in the comments box on page 5. If necessary, attach additional sheets to explain adjustments.

Audit Report Page 8

California Department of Social Services
Audited Fiscal Report for
Migrant Special Services Contracts

A U D 9500A Page 1 of 4

Fiscal Year Ending	**June 30, 2021**
Contract Number	**CMSS 0004**
Vendor Code	**Y320**

Full Name of Contractor **COMMUNITY ACTION PARTNERSHIP OF KERN**

Section 1 - Revenue

	Column A Cumulative CDNFS 9500A	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Income - Other:			
Restricted Income - Other:			
Restricted Income - Subtotal			
Interest Earned on Child Development Apportionment Payments			
Unrestricted Income - Other:			
Total Revenue			

Contract Number CMSS 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Reimbursable Expenses

	Column A Cumulative CDNFS 9500A	Column B Audit Adjustments	Column C Cumulative per Audit
1000 Certificated Salaries			
2000 Classified Salaries	30,418		30,418
3000 Employee Benefits	5,387		5,387
4000 Books and Supplies			
5000 Services and Other Operating Expenses	13		13
Indirect Costs (include in Total Administrative Cost)	3,581		3,581
Non-Reimbursable (State use only)			
Total Reimbursable Expenses	**39,399**		**39,399**
Total Administrative Cost (included in Section 2 above)	3,594		3,594
Days of Operation	243		243

Approved Indirect Cost Rate: 10.0%

☒ NO SUPPLEMENTAL REVENUE / EXPENSES Check this box and omit page 3.

Audit Report Page 2

Contract Number CMSS 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 3 - Supplemental Revenue

	Column A Cumulative CDNFS 9500A	Column B Audit Adjustments	Column C Cumulative per Audit
Enhancement Funding			
Other:			
Other:			
Total Supplemental Revenue			

Section 4 - Supplemental Expenses

	Column A Cumulative CDNFS 9500A	Column B Audit Adjustments	Column C Cumulative per Audit
1000 Certificated Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Books and Supplies			
5000 Services and Other Operating Expenses			
6000 Equipment / Capital Outlay			
Depreciation or Use Allowance			
Indirect Costs			
Non-Reimbursable Supplemental Expenses			
Total Supplemental Expenses			

Audit Report Page 3

Contract Number CMSS 0004

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 5 - Summary

	Column A Cumulative CDNFS 9500A	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Program Income			
Interest Earned on Child Development Apportionment Payments			
Total Reimbursable Expenses	39,399		39,399
Total Administrative Cost	3,594		3,594
Days of Operation	243		243

Comments:

Audit Report Page 4

California Department of Social Services
Audited Fiscal Report for CalWORKs, Alternative Payment or Family Child Care Home Programs

A U D 9500AP v2 Page 1 of 4

Fiscal Year End	**June 30, 2021**
Contract Number	**CMAP 0000**
Vendor Code	**Y320**

Full Name of Contractor **COMMUNITY ACTION PARTNERSHIP OF KERN**

Section 1 - Revenue

	Column A1 Cumulative Prior Year AUD 9500AP (Multi-Year Contract Only)	Column A2 Cumulative Current Year CDNFS 9500AP	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Income - Child Nutrition Programs				
Restricted Income - County Maintenance of Effort (EC Section 8279)				
Restricted Income - Uncashed Checks to Providers				
Restricted Income - Other:				
Restricted Income - Subtotal				
Transfer from Reserve (alternative payment only)				
Waived Family Fees for Certified Children (July - August)	16,215			16,215
Family Fees Collected for Certified Children (September - June)	121,913			121,913
Waived Family Fees for Certified Children (September - June)				
Family Fees (September - June) - Subtotal	**121,913**			**121,913**
Interest Earned on Child Development Apportionment Payments				
Unrestricted Income - Other:				
Total Revenue	**121,913**			**121,913**

Contract Number CMAP 0000

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 2 - Reimbursable Expenses

	Column A1 Cumulative Prior Year AUD 9500AP (Multi-Year Contract Only)	Column A2 Cumulative Current Year CDNFS 9500AP	Column B Audit Adjustments	Column C Cumulative per Audit
Direct Payments to Providers	7,021,168			7,021,168
1000 Certificated Salaries				
2000 Classified Salaries	651,131			651,131
3000 Employee Benefits	131,349			131,349
4000 Books and Supplies	12,789			12,789
5000 Services and Other Operating Expenses	153,386			153,386
6100/6200 Other Approved Capital Outlay				
6400 New Equipment (program-related)				
6500 Equipment Replacement (program-related)				
Depreciation or Use Allowance				
Indirect Costs (include in Total Administrative Cost)	536,581			536,581
Non-Reimbursable (State use only)				
Total Reimbursable Expenses	**8,506,404**			**8,506,404**
Total Administrative Cost (included in Section 2 above)	1,276,576			1,276,576
Days of Operation	248			248

Approved Indirect Cost Rate: 10.0%

☒ NO SUPPLEMENTAL REVENUE / EXPENSES Check this box and omit page 3.

Contract Number CMAP 0000

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 3 - Supplemental Revenue

	Column A1 Cumulative Prior Year AUD 9500AP (Multi-Year Contract Only)	Column A2 Cumulative Current Year CDNFS 9500AP	Column B Audit Adjustments	Column C Cumulative per Audit
Enhancement Funding				
Other:				
Total Supplemental Revenue				

Section 4 - Supplemental Expenses

	Column A1 Cumulative Prior Year AUD 9500AP (Multi-Year Contract Only)	Column A2 Cumulative Current Year CDNFS 9500AP	Column B Audit Adjustments	Column C Cumulative per Audit
Direct Payments to Providers				
1000 Certificated Salaries				
2000 Classified Salaries				
3000 Employee Benefits				
4000 Books and Supplies				
5000 Services and Other Operating Expenses				
6000 Equipment / Capital Outlay				
Depreciation or Use Allowance				
Indirect Costs				
Non-Reimbursable Supplemental Expenses				
Total Supplemental Expenses				

Contract Number CMAP 0000

Full Name of Contractor COMMUNITY ACTION PARTNERSHIP OF KERN

Section 5 - Summary

	Column A1 Cumulative Prior Year AUD 9500AP (Multi-Year Contract Only)	Column A2 Cumulative Current Year CDNFS 9500AP	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Program Income				
Transfer from Reserve (alternative payment only)				
Family Fees for Certified Children (September - June)	121,913			121,913
Interest Earned on Child Development Apportionment Payments				
Direct Payments to Providers	7,021,168			7,021,168
Total Administrative Cost	1,276,576			1,276,576
Days of Operation	248			248
Total Reimbursable Expenses	8,506,404			8,506,404

Comments:

California Department of Education
Audited Reserve Account Activity Report

Fiscal Year End	June 30, 2021
Reserve Account Type	Center-Based
Vendor Code	

A U D 9530A Page 1 of 1

Full Name of Contractor **COMMUNITY ACTION PARTNERSHIP OF KERN**

Section 1 - Prior Year Reserve Account Activity

1. Beginning Balance (2019-20 AUD 9530A Ending Balance)	7,519
2. Plus Transfers to Reserve Account:	Per 2019–20 Post-Audit CDNFS 9530
Contract No.CCTR-9050	1
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Total Transferred from 2019–20 Contracts to Reserve	**1**
3. Less Excess Reserve to be Billed	
4. Ending Balance per 2019–20 Post-Audit CDNFS 9530	**7,520**

Section 2 - Current Year (2020-21) Reserve Account Activity

	Column A CDNFS 9530A	Column B Audit Adjustments	Column C per Audit
5. Plus Interest Earned This Year on Reserve	12		12
6. Less Transfers to Contracts from Reserve:			
CSPP General-Contract No.			
CSPP General-Contract No.			
CSPP Professional Development-Contract No.			
CSPP Professional Development-Contract No.			
Subtotal CSPP Transfers			
Other Contract No. CCTR 0052	7,520		7,520
Other Contract No.			
Other Contract No.			
Other Contract No.			
Other Contract No.			
Subtotal Other Contract Transfers	**7,520**		**7,520**
Total Transferred to Contracts from Reserve Account	**7,520**		**7,520**
7. Ending Balance on June 30, 2021	**12**		**12**

COMMENTS - If necessary, attach additional sheets to explain adjustments.

Audit Report Page 1

California Department of Social Services
Audited Reserve Account Activity Report

Fiscal Year End	June 30, 2021
Reserve Account Type	Alternative Payment
Vendor Code	Y320

A U D 9530A Page 1 of 1

Full Name of Contractor **COMMUNITY ACTION PARTNERSHIP OF KERN**

Section 1 - Prior Year Reserve Account Activity

1. Beginning Balance (2019-20 AUD 9530A Ending Balance)	34,946
2. Plus Transfers to Reserve Account:	Per 2019–20 Post-Audit CDNFS 9530
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Total Transferred from 2019–20 Contracts to Reserve	
3. Less Excess Reserve to be Billed	
4. Ending Balance per 2019–20 Post-Audit CDNFS 9530	**34,946**

Section 2 - Current Year (2020-21) Reserve Account Activity

	Column A CDNFS 9530A	Column B Audit Adjustments	Column C per Audit
5. Plus Interest Earned This Year on Reserve	40		40
6. Less Transfers to Contracts from Reserve:			
CSPP General-Contract No.			
CSPP General-Contract No.			
CSPP Professional Development-Contract No.			
CSPP Professional Development-Contract No.			
Subtotal CSPP Transfers			
Other Contract No.			
Other Contract No.			
Other Contract No.			
Other Contract No.			
Other Contract No.			
Subtotal Other Contract Transfers			
Total Transferred to Contracts from Reserve Account			
7. Ending Balance on June 30, 2021	**34,986**		**34,986**

COMMENTS - If necessary, attach additional sheets to explain adjustments.

Audit Report Page 1

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE PERIOD ENDED JUNE 30, 2021

SECTION I. SUMMARY OF AUDITOR'S RESULTS

State Awards

Internal control over major programs:		
Material weakness(es) identified?	____Yes	_X_No
Significant deficiency(ies) identified?	____Yes	_X_None reported
Type of auditor's report issued on compliance for major federal programs:		Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?:	___X___Yes	___No

SECTION II. STATE AWARD FINDINGS AND QUESTIONED COSTS

SA-2021-001 **Attendance** – General Child Care CCTR-0052 and California State Preschool CSPP-0126

Criteria: Chapter 700, Section 730 Child Care and Development Programs, Part D Attendance, of the California Department of Education and California Department of Social Services Audit Guide – August 2021 states the Contractor shall maintain a system to properly document child attendance, which includes maintain daily sign-in/sign-out attendance sheets.

Condition: For the two months selected for testing, which includes 2,725 days of attendance, for the months of September 2020 and December 2020 the Contractor did not maintain a system to properly document child attendance resulting in the following errors:

- September 2020 for the CSPP-0126 Program the Contractor over reported one day of attendance and enrollment on the CD 9400 as compared to the daily sign-in/sign-out sheet;
- September 2020 for the CCTR-0052 Program the Contractor over reported three days of attendance and enrollment on the CD 9400 as compared to the daily sign-in/sign-out sheet;
- December 2020 for the CCTR-0052 Program the sign-in/sign-out sheet for two of 79 tested did not properly document the signature noting sign out on December 20, 2020.

Effect: The errors resulted in an overpayment to the Contractor of $37.39 and $604.39 for the CSPP-0126 and CCTR-0052 contracts, respectively. Failure to report attendance properly may result in a reduction, loss or repayment of funding.

Cause: The error stems from a lack of training and internal review at the program level related to tabulation and reporting of attendance.

Recommendation: Management should provide additional training related to proper attendance tabulation and reporting at the program level. Additionally, management should perform an internal review over the programs to verify that the policies and procedures are adhered to.

Management's Response/Planned Corrective Action: Additional training will be provided to address the systems in place to document child attendance. The additional staff training will allow future errors to be minimized addressing both under/over reporting as well as having the proper parent signature on the sign-in/sign-out forms. Staff have already provided training as well as modifications to the procedures including additional internal audits to ensure all policies and procedures are followed within the California State Programs. In conjunction with ongoing training, internal audits from Management will be increased with an additional review from the Quality Assurance department to ensure all policies and procedures are being followed. The Quality Assurance department is independent from the enrollment and attendance team

SA-2021-002 Attendance – General Child Care CCTR-0052

Criteria: Chapter 700, Section 730 Child Care and Development Programs, Part D Attendance, of the California Department of Education and California Department of Social Services Audit Guide – August 2021 states the Contractor's attendance accounting records must contain verification to support excused absences that were claimed for reimbursement.

Condition: For three of 40 students tested the sign-in/sign-out sheet related to absences and best interest days did not agree to the amount reported to the California Department of Education (CDE) resulting in the Contractor underreporting the number of excused absences to the CDE.

Effect: The error resulted in an underpayment to the Contractor of $49.54. Failure to accurately report attendance may result in a reduction, loss or repayment of funding.

Cause: The error stems from a lack of training and internal review at the program level related to tabulation and reporting of attendance.

Recommendation: Management should provide additional training related to proper attendance tabulation and reporting at the program level. Additionally, management should perform an internal review over the programs to verify that the policies and procedures are adhered to.

Management's Response/Planned Corrective Action: Additional training will be provided to address the system in place to document child attendance. The agency is in the process of implementing a new electronic signature procedure for attendance. This will allow future errors to be minimized addressing both under/over reporting as well as having the proper parent signature on the sign-in/sign-out forms. Staff have already provided training as well as modifications to the procedures including additional internal audits to ensure all policies and procedures are followed within the California State Programs. In conjunction with the electronic signatures and ongoing training, internal audits from Management will be increased with an additional review from the Quality Assurance department to ensure all policies and procedures are being met. The Quality Assurance department is independent from the enrollment and attendance team.

COMMUNITY ACTION PARTNERSHIP OF KERN

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE PERIOD ENDED JUNE 30, 2021

SA-2021-003 Child and Adult Care Food Program 15-1248-OJ

Criteria: Chapter 400, Section 422 CACFP Reimbursement Claims Reporting, Part A.1.b. Actual Count Claiming Method, of the California Department of Education and California Department of Social Services Audit Guide – August 2021 states "the "actual count" claiming method requires the sponsor to accurately report on a monthly basis the "actual" eligibility categories of enrolled, participating children and the actual number of meals served to the participant in each eligible category. Percentages are not used."

Condition: The two months selected for testing, September 2020 and December 2020 contained various reporting and tabulation errors related to the number of meals reported as compared to the underlying documents used to prepare the reports. These errors are as follows:

- September 2020 reported 7,988 at risk breakfast meals served as compared to 8,000 at risk breakfast meals served per the underlying documentation for a total of 12 at risk breakfast meals underreported.
- September 2020 reported 8,184 at risk lunch meals served as compared to 8,204 at risk lunch meals served per the underlying documentation for a total of 20 at risk lunch meals underreported.
- September 2020 reported 7,048 at risk snack meals served as compared to 7,053 at risk snack meals served per the underlying documentation for a total of 5 at risk snack meals underreported.
- December 2020 reported 14,000 at risk breakfast meals served as compared to 13,892 at risk breakfast meals served as compared to the underlying documentation for a total of 108 at risk breakfast meals overreported.
- December 2020 reported 14,035 at risk lunch meals served as compared to 13,932 at risk lunch meals served per the underlying documentation for a total of 103 at risk lunch meals overreported.
- December 2020 reported 13,260 at risk snack meals served as compared to 13,166 at risk snack meals served per the underlying documentation for a total of 94 at risk snack meals overreported.

Effect: The errors resulted in an overpayment of $181 related to at risk breakfast meals served; $291 related to ask risk lunch meals served and $85 related to at risk snack meals served for a total of $558 over claimed by the sponsor. Failure to report accurate "actual count" meals served may result in a reduction, loss or repayment of funding.

Cause: The error is a result of a lack of detailed review by someone independent of the initial count of meals at the program level.

Recommendation: We recommend that the Organization develop and implement a policy whereby an individual independent of the completion of the meal count, review the meal count for accuracy. This will help to ensure the supporting meal counts are properly calculated and agree to the monthly Child and Adult Care Food Program Claim for Reimbursement. This will also help to ensure the Organization is adhering to the requirements of the funding agency.

Management's Response/Planned Corrective Action: Additional training will be provided to address the system in place to document meal counts. The agency is in the process for implementing a new electronic signature procedure for attendance and meal counts. This will result in minimizing future errors for both under/over reporting. Staff have already provided training as well as modifications to the procedures including additional internal audits to ensure all policies and procedures are followed within the Child and Adult Food Care Program. In conjunction with the electronic signatures and ongoing training, internal audits from Management will be increased with an additional review from the Quality Assurance department to ensure all policies and procedures are being met. The Quality Assurance department is independent from the enrollment and CACFP team.

COMMUNITY ACTION PARTNERSHIP OF KERN

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE PERIOD ENDED JUNE 30, 2021

N/A - None

COMMUNITY ACTION PARTNERSHIP OF KERN
401(a) PLAN

Report to the Board of Trustees

December 9, 2021

DANIELLS PHILLIPS VAUGHAN & BOCK
CPAs and Advisors

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Private Companies Practice Section

Board of Trustees
Community Action Partnership of Kern
401(a) Plan
Bakersfield, California

Attention: Jeremy Tobias, Plan Administrator

We are pleased to present this report related to our audit of the financial statements of **Community Action Partnership of Kern 401(a) Plan** (the Plan) for the year ended February 28, 2021. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for **Community Action Partnership of Kern 401(a) Plan**'s financial reporting process.

This report is intended solely for the information and use of the Board of Trustees and is not intended to be and should not be used by anyone other than this specified party. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to **Community Action Partnership of Kern 401(a) Plan**.

Daniells Phillips Vaughan & Bock

December 9, 2021

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Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
Our Responsibilities with regard to the Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated February 5, 2021. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
Accounting Policies and Practices	**Preferability of Accounting Policies and Practices** Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice. **Adoption of, or Change in, Accounting Policies** Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Plan. The Plan did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period. **Significant or Unusual Transactions** We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. **Management's Judgments and Accounting Estimates** Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached "Summary of Significant Accounting Estimates".

Area	Comments
Audit Adjustments	An audit adjustment proposed by us and recorded by **Community Action Partnership of Kern 401(a) Plan** is shown on the attached "Summary of Recorded Audit Adjustments".
Uncorrected Misstatements	We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.
Disagreements with Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.
Consultations with Other Accountants	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
Significant Issues Discussed with Management	No significant issues arising from the audit were discussed with or were the subject of correspondence with management.
Significant Difficulties Encountered in Performing the Audit	We did not encounter any significant difficulties in dealing with management during the audit.
Certain Written Communications Between Management and Our Firm	Copies of significant written communications between our firm and the management of the Plan, including the representation letter provided to us by management, are attached as Exhibit A.

COMMUNITY ACTION PARNTERSHIP OF KERN
401(a) PLAN

Summary of Significant Accounting Estimates
Year Ended February 28, 2021

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. There were no significant accounting estimates reflected in the Plan's February 28, 2021 financial statements.

Community Action Partnership of Kern
401(a) Plan
Year End: February 28, 2021
Summary of Recorded Audit Adjustments
Date: 3/1/2020 To 2/28/2021

Number	Date	Name	Account No	Reference	Annotation	Debit	Credit	Recurrence	Misstatement
AJE 01	2/28/2021	Net Assets	7500				121,144.00		
AJE 01	2/28/2021	NonElective Contribution	8106			121,144.00			
		To adjust net assets available for benefits for the prior year employer contribution receivable.							Factual
						121,144.00	**121,144.00**		

Net Income (Loss) **4,802,730.00**

Exhibit A
Representation Letter

BOARD OF DIRECTORS

Curtis Floyd, Chair
Law Offices of Curtis Floyd

Fred Plane, Vice Chair
23rd U.S. Congressional District Representative

Nila Hogan, Secretary
Head Start Policy Council Representative

Janea Benton, Treasurer
32nd State Assembly District Representative

Jimmie D. Childress
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Joe Garcia
14th State Senate District Representative

Craig Henderson
The Henderson Group

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Owens Valley Career Development Center

Maritza Jimenez
South Kern County Representative

Mike Maggard
Kern County Board of Supervisors Representative

Pastor Jonathan Mullings
Truth Tabernacle

Yolanda Ochoa
East Kern County Representative

Marian Panos
City of Bakersfield Mayor's Office Representative

Guadalupe Perez
Greater Bakersfield Representative

Ana Vigil
North Kern County Representative

Chief Executive Officer
Jeremy T. Tobias

December 8, 2021

Daniells Phillips Vaughan & Bock
300 New Stine Road
Bakers field, California 93309

This representation letter is provided in connection with your audits of the financial statements of **Community Action Partnership of Kern 401(a) Plan** (the Plan), which comprise the statement of net assets available for benefits as of February 28, 2021; the related statement of changes in net assets available for benefits for the year then ended; and the related notes to the financial statements.

We have determined that the Plan trustee, the Standard Insurance Company, qualifies to issue a certification of the Plan's asset activity under Section 2520.103-5of the Department of Labor's (DOL) Rules and Regulations. Therefore, as permitted by Regulation 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 (ERISA), we have instructed you not to perform any auditing procedures with respect to asset information certified or provided by the Standard Insurance Company, the trustee, other than comparing that information with the related information included in the financial statements and supplemental schedules. Because of the significance of the information that you did not audit, we understand that you will not express an opinion on the financial statements and supplemental schedules as a whole.

We confirm, to the best of our knowledge and belief, that as of December 8, 2021:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated February 5, 2021, for the preparation and fair presentation of the financial statements referred to above in accordance with accounting principles generally accepted in the United States of America (U.S. GMP).

2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.

4. We are responsible for making the accounting estimates included in the financial statements. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.

5. In that regard, we are responsible for the estimation methods and assumptions used in measuring assets and liabilities reported or disclosed at fair value, including information obtained from brokers, pricing services or other third parties. The methods and significant assumptions used to determine fair values of the financial instruments are as follows:

    - *Mutual funds:* Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange

- Commission (SEC). These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

Our valuation methodologies have been consistently applied from period to period. The methods and assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.

6. All significant estimates and material concentrations known to management that are required to be disclosed in accordance with the Risks and Uncertainties Topic of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) have been properly recorded and/or disclosed in the financial statements. Significant estimates are estimates at the statement of net assets available for benefits date that could change materially within the next year. Concentrations refer to the nature and type of investments held by the Plan, or markets in which events could occur that would significantly disrupt normal finances within the next year.

7. Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

8. Transactions with parties in interest, as defined in ERISA Section 3(14) and regulations thereunder, including sales, purchases, loans, transfers, leasing arrangements and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed.

9. All events subsequent to the date of the financial statements, and for which U.S. GMP requires adjustment or disclosure, have been adjusted or disclosed.

10. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GMP.

11. We have no intention to terminate the Plan.

12. We have properly reported and disclosed amendments to the Plan instrument, if any.

13. We have no knowledge of any uncorrected misstatements in the financial statements.

14. With respect to drafting the financial statement performed in the course of the audit:

    a. We have made all management decisions and performed all management functions;

    b. We assigned an appropriate individual to oversee the services;

    c. We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;

    d. We have accepted responsibility for the results of the services; and

    e. We have accepted responsibility for all significant judgments and decisions that were made.

Supplementary Information

15. With respect to supplemental schedules:

    a. We acknowledge our responsibility for the presentation of such information.

    b. We believe such information, including its form and content, is fairly presented in accordance with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA

    c. The methods of measurement or presentation have not changed from those used in the prior period.

    d There are no underlying significant assumptions or interpretations regarding the measurement or presentation of such information.

e. We will only present the supplemental schedules together with the audited financial statements and auditor's report thereon and will not separate the supplementary information from the audited financial statements and auditor's report thereon in any document that contains such information

Information Provided

16. We have provided you with:

    a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;

    b. Additional information that you have requested from us for the purpose of the audits;

    c. Unrestricted access to persons within the Plan from whom you determined it necessary to obtain audit evidence;

    d. The currently effective version of the Plan document, including the prototype plan document and adoption agreement, the trust agreement or insurance contracts, and all related amendments. The Plan was most recently amended on October 27, 2020;

    e. All correspondence, filings, reports and determinations with the Internal Revenue Service (IRS) and the DOL relating to the Plan's compliance with ERISA and the maintenance of its tax-exempt status;

    f. All Plan financial records and related data. In that regard, the payroll information we provided you covered all employees that were eligible to participate in the Plan; and

    g. All minutes of the meetings of the Plan's Trustees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

17. All transactions have been recorded in the accounting records and are reflected in the financial statements.

18. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.

19. We have no knowledge of any allegations of fraud or suspected fraud affecting the Plan involving:

    a. Management.

    b. Employees who have significant roles in internal control.

    c. Others where the fraud could have a material effect on the financial statements.

20. We have no knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, participants, regulators, beneficiaries, service providers, third-party administrators or others

21. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements, and neither we nor the Plan Sponsor, or others acting on behalf of the Plan, have consulted a lawyer concerning litigation and claims or other matters affecting the Plan.

22. We have disclosed to you the identity of all of the Plan's related parties and parties in interest and all the related-party and party-in-interest relationships and transactions of which we are aware.

23. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the Plan's ability to record, process, summarize and report financial data.

24. We have no plans or intentions that may materially affect the carrying value or classification of assets or liabilities.

25. The Plan has satisfactory title to all owned assets that are recorded at fair value, and all liens, encumbrances or security interests have been properly disclosed.

26. We have answered your questions about the Plan's tax compliance to the best of our knowledge and belief.

27. There have been no communications, whether written or oral, from regulatory agencies concerning noncompliance with, or deficiencies in the operation of the Plan.

28. We have complied with (a) all aspects of debt and other contractual agreements, including provisions of the Plan, that would have a material effect on the financial statements in the event of noncompliance, (b) the fidelity bonding requirements of ERISA, (c) all participant eligibility and coverage requirements of the Plan, ERISA and the Internal Revenue Code (IRC), and (d) the filing requirements of appropriate agencies.

29. We have complied with the DOL's regulations concerning the timely remittance of participants' contributions to trusts containing assets for the Plan.

30. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws and regulations.

31. The Plan and the trust established under the Plan are qualified under the appropriate section of the IRC and intends to continue as a qualified Plan and trust

32. We have reviewed the complementary user entity control considerations of the Service Organization Controls (SOC 1) Report for Charles Schwab Trust Bank dated February 26, 2021 and The Standard Insurance Company dated February 25, 2021 for the period ended December 31, 2020 and corresponding GAP letter for The Standard Insurance Company through the year ended February 28, 2021 and we believe all applicable controls are properly designed and implemented and operating effectively.

33. There are no:

    a. Non-exempt (prohibited) party-i n-interest transactions that were not disclosed in the financial statements or supplemental schedules.

    b. Notes receivable from participants or other receivables or investments in default or considered to be uncollectible that were not disclosed in the financial statements or supplemental schedules.

    c. Reportable transactions that were not disclosed in the supplemental schedules.

34. During the course of your audits, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Community Action Partnership of Kern,
Sponsor of the Community Action Partnership of Kern
Defined Contribution Pension Plan



Jeremy T. Tobias
Plan Administrato r / Chief Executive Officer



Tracy Webster
Chief Financial Officer

COMMUNITY ACTION PARTNERSHIP OF KERN
401(a) PLAN

FINANCIAL REPORT

FEBRUARY 28, 2021

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NANCY C. BELTON

INDEPENDENT AUDITOR'S REPORT

To the Trustee
Community Action Partnership of Kern
401(a) Plan
Bakersfield, California

Report on the Financial Statements

We were engaged to audit the accompanying financial statements of **Community Action Partnership of Kern 401(a) Plan** (the "Plan"), which comprise the statement of net assets available for benefits as of February 28, 2021, the related statement of changes in net assets available for benefits for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matter described in the Basis for Disclaimer of Opinion paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the Plan Administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in Note 3, which was certified or provided by Standard Insurance Company and Charles Schwab Trust Bank, trustee and custodian of the Plan, except for comparing this information with the related information included in the 2021 financial statements. We have been informed by the Plan Administrator that the trustee and custodian holds the Plan's assets and executes investment transactions. The Plan Administrator has obtained certifications from the trustee and custodian as of and for the year ended February 28, 2021, that the information provided to the Plan Administrator by the trustee is complete and accurate.

300 New Stine Road – Bakersfield, CA 93303 – Tel. 661.834.7411 – Fax.661.834.4389 – www. dpvb.com

Disclaimer of Opinion

Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on the 2021 financial statements. Accordingly, we do not express an opinion on the 2021 financial statements.

Other Matter – 2020 Financial Statements

The financial statements of the plan as of February 28, 2020 were audited by predecessor auditors. As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 (ERISA), the plan administrator instructed the predecessor auditors not to perform and they did not perform, any auditing procedures with respect to the information certified by the trustee. Their report, dated November 3, 2020, indicated that (a) because of the information that they did not audit, they were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion and accordingly, they did not express an opinion on the financial statements (b) the form and content of the information included in the financial statements other than that derived from the information certified by the trustee, were presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

Other Matter – Supplemental Schedule

The supplemental schedule, Schedule H, line 4i – Schedule of Assets (held at end of year) as of February 28, 2021, is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and is presented for the purpose of additional analysis and is not a required part of the financial statements. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we do not express an opinion on the supplemental schedule.

Report on Form and Content in Compliance with DOL Rules and Regulations

The form and content of the information included in the 2021 financial statements and supplemental schedule, other than that derived from the information certified by the trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Daniells Phillips Vaughan & Bock

Bakersfield, California
December 9, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN
401(a) PLAN

STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
February 28, 2021 and February 29, 2020

	2021	2020
ASSETS		
Cash	**$ 50**	$ 5,133
Investments at fair value (Notes 3 and 4)	**23,658,910**	18,736,115
Employer contribution receivable	**-**	121,144
Dividends receivable	**1,028**	-
Total assets	**23,659,988**	18,862,392
LIABILITIES		
Other liabilities	**-**	5,132
Net assets available for benefits	**$ 23,659,988**	$ 18,857,260

See Notes to Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
401(a) PLAN

STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
Year ended February 28, 2021

Additions:	
Investment income (Note 3):	
Net appreciation in fair value of investments	$ 3,984,832
Interest and dividends	26,635
Total investment income	4,011,467
Contributions:	
Employer	1,829,784
Total additions	5,841,251
Deductions:	
Benefits paid to participants	907,368
Administrative expenses	131,155
Total deductions	1,038,523
Net increase	4,802,728
Net assets available for benefits:	
Beginning of year	18,857,260
End of year	$ 23,659,988

See Notes to Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN
401(a) PLAN

NOTES TO FINANCIAL STATEMENTS

Note 1. Plan Description

The following description of the **Community Action Partnership of Kern 401(a) Plan** (the "Plan") provides only general information. Participants should refer to the Plan agreement for a more complete description of the Plan's provisions.

General: The Plan is a defined contribution pension plan covering all employees of Community Action Partnership of Kern (the "Organization") who have completed one year of service and a minimum of 1,000 hours of service, and are at least 21 years of age. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Trustee is responsible for oversight of the Plan. The Plan's Pension Committee determines the appropriateness of the Plan's investment offerings, monitors investment performance and reports to the Plan's Trustee.

Contributions: The Plan's provisions stipulate that the Organization will contribute as follows:

- Group "A" – 10% of the Participant's Compensation for that Plan Year. Group "A" is defined as "Chief Executive Officer."
- Group "B" – 7.5% of the Participant's Compensation for that Plan Year. Group "B" is defined as "Chief Financial Officer, Chief Program Officer, and Division Directors".
- Group "C" – 5% of the Participant's Compensation for that Plan Year. Group "C" is defined as "all other Employees who are not in Group A or Group B".

Participants direct the investment of the Organization's contribution into various investment options offered by the Plan.

Participants' Accounts: Each participant's account is credited with an allocation of (a) the Organization's contribution and (b) Plan earnings. Allocations are based on participants' earnings, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account. Any contributions made on behalf of a participant, for whom no investment direction is in effect, shall be allocated to a retirement fund appropriate to his or her age at the time of allocation.

Vesting: Participants' accounts become 25% vested after two years of credited service as defined and continues to vest at the rate of 25% for each successive year of service until 100% vested after five years of credited service.

Payment of Benefits: Upon termination of service, retirement, or death, a participant may elect to receive a lump-sum payment or to have that amount rolled over into another individual retirement account (IRA) of the participant's choosing. For distributions of $5,000 or less, the Plan Administrator may distribute the amount within one year without the participant's consent. If the vested benefit exceeds $5,000, the participant will be entitled to a distribution in a reasonable time after termination.

Forfeited Accounts: During the years ended February 28, 2021 and February 29, 2020, forfeitures were allocated among the participants who were employees on the last day of the Plan year in the ratio that each such participant's compensation for that Plan year bears to the compensation of all such Plan participants for the Plan year. For the years ended February 28, 2021 and February 29, 2020, forfeitures reallocated to participant accounts were $165,621 and $36,634, respectively.

Note 2. Significant Accounting Policies

Basis of Accounting. The financial statements of the Plan are prepared on the accrual basis of accounting.

NOTES TO FINANCIAL STATEMENTS

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein. Actual results could differ from those estimates.

Investment Valuation and Income Recognition: Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's Pension Committee determines the Plan's valuation policies utilizing information provided by the investment advisors, trustee, and insurance company. See Note 4 for discussion of fair value measurements.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend rate. Net appreciation includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Payment of Benefits. Benefits are recorded when paid.

Administrative Expenses: Certain expenses of maintaining the Plan are paid by the Plan, unless otherwise paid by the Organization. Expenses that are paid by the Organization are excluded from these financial statements. Investment related expenses are included in the net appreciation of fair value of investments.

Authoritative Pronouncement Adopted: In August 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018- 13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to Disclosure Requirements for Fair Value Measurement*. The amendments in this ASU modify the disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*, based on the concepts in the FASB Concepts Statement, including the consideration of costs and benefits.

The following disclosure requirements were removed from Topic 820:

1. The amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy.
2. The policy for timing of transfers between levels.
3. The valuation processes for Level 3 fair value measurements.
4. For nonpublic entities, the changes in unrealized gains and losses for the period included in earnings for recurring Level 3 fair value measurements held at the end of the reporting period.

The following disclosure requirements were modified in Topic 820:

1. In lieu of a roll forward for Level 3 fair value measurements, a nonpublic entity is required to disclose transfers into and out of Level 3 of the fair value hierarchy and purchases and issues of Level 3 assets and liabilities.
2. For investments in certain entities that calculate net asset value, an entity is required to disclose the timing of liquidation of an investee's assets and the date when restrictions from redemption might lapse only if the investee has communicated the timing to the entity or announced the timing publicly.
3. The amendments clarify that the measurement uncertainty disclosure is to communicate information about the uncertainty in measurement as of the reporting date.

NOTES TO FINANCIAL STATEMENTS

The amendments in this Update are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The entity is permitted to early adopt any removed or modified disclosures upon issuance of this Update and delay adoption of the additional disclosures until their effective date. The effect of adopting this Update resulted in the removal or modification of certain fair value measurement disclosures presented in the financial statements.

Subsequent Events. The Plan Administrator management has evaluated subsequent events through December 9, 2021, the date on which the financial statements were available to be issued. There were no material subsequent events identified which would require disclosure in the financial statements.

Note 3. Certified Investments

Certain information related to investments disclosed in the accompanying financial statements and supplemental schedule, including investments held at February 28, 2021 and February 29, 2020, and net appreciation in fair value of investments, interest and dividends for the year ended February 28, 2021, was obtained or derived from information supplied to the Plan Administrator and certified as complete and accurate by Standard Insurance Company and Charles Schwab Trust Bank (the trustee and custodian of the Plan).

Note 4. Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy under ASC 820 are described below:

Level 1 — Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 — Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 — Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at February 28, 2021.

NOTES TO FINANCIAL STATEMENTS

Mutual funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange Commission (SEC). These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

The following table sets forth by level, within the fair value hierarchy, the Plan's assets at fair value as of February 28, 2021 and February 29, 2020:

	Assets at Fair Value as of February 28, 2021			
	Level 1	Level 2	Level 3	Total
Investments measured at fair value				
Mutual funds	$ 22,083,229	$ -	$ -	$ 22,083,229
Investments Measured at Net Asset Value (NAV)				
Group Annuity Contract (1)	$ 1,575,681			
Total Investments	$ 23,658,910			

	Assets at Fair Value as of February 29, 2020			
	Level 1	Level 2	Level 3	Total
Investments measured at fair value				
Mutual funds	$ 17,184,052	$ -	$ -	$ 17,184,052
Investments Measured at Net Asset Value (NAV)				
Group Annuity Contract (1)	$ 1,552,063			
Total Investments	$ 18,736,115			

(1) In accordance with Accounting Standard Update (ASU) Subtopic 820-10, certain investments that were measured at NAV per share (or its equivalent) have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the line items presented in the Statement of Net Assets Available for Plan Benefits.

Note 5. Related-Party Transactions and Party in Interest Transactions

Certain Plan investments are managed by Standard Insurance Company (Standard). Standard is the trustee and recordkeeper for the Plan; therefore, these transactions qualify as party in interest transactions.

NOTES TO FINANCIAL STATEMENTS

Note 6. Plan Termination

Although it has not expressed any intent to do so, the Organization has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA. In the event of Plan termination, participants would become 100 percent vested in the Organization's contributions.

Note 7. Tax Status

The Plan has adopted a volume submitter plan sponsored by Standard Retirement Services, Inc. The volume submitter plan provider has received an advisory letter from the Internal Revenue Service as to the volume submitter plan's qualified status. The volume submitter plan advisory letter has been relied upon by the Plan. The Plan Administrator believes the Plan is designed and is being operated in compliance with the applicable provisions of the Internal Revenue Code.

Accounting principles generally accepted in the United States of America require Plan management to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Note 8. Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect participants' account balances and the amounts reported in the statements of net assets available for benefits.

Note 9. Reconciliation of Financial Statements to Form 5500

The following is a reconciliation of net assets available for benefits per the financial statements at February 28, 2021 and February 29, 2020 to Form 5500:

	2021	2020
Net assets available for benefits per the financial statements	$ 23,659,988	$ 18,857,260
Employer contributions receivable	-	(121,144)
Other	(1,029)	(2)
Net assets available for benefits per Form 5500	$ 23,658,959	$ 18,736,114

The following is a reconciliation of the change in net assets available for benefits per the financial statements to Form 5500:

Change in net assets available for benefits per the financial statements	$ 4,802,728
Employer contributions receivable	121,144
Other	(1,027)
Change in net assets available for benefits per Form 5500	$ 4,922,845

SUPPLEMENTAL SCHEDULE

COMMUNITY ACTION PARTNERSHIP OF KERN
401(a) PLAN

SCHEDULE H, LINE 4i - SCHEDULE OF ASSETS (HELD AT END OF YEAR)
February 28, 2021

Identity of Issuer, Borrower, Lessor, or Similar Party	Description of Investment, Including Maturity Date, Rate of Interest, Collateral, Par or Maturity Value	Current Value
	Registered Investment Companies:	
American Funds	New World R6	$ 404,984
BlackRock	LifePath Index 2025 Fund Class K	2,369,064
	LifePath Index 2030 Fund Class K	2,131,436
	LifePath Index 2035 Fund Class K	2,588,420
	LifePath Index 2040 Fund Class K	2,012,337
	LifePath Index 2045 Fund Class K	2,643,936
	LifePath Index 2050 Fund Class K	1,027,063
	LifePath Index 2055 Fund Class K	406,995
	LifePath Index 2060 Fund Class K	190,269
	LifePath Index Retirement Fund Class K	2,311,146
iShares	S&P 500 Index Fund Class K	551,835
Janus Henderson	Triton Fund Class T	197,365
MassMutual	Mid Cap Growth Fund Class I	853,727
MFS	Value Fund Class R6	1,128,231
Northern	Small Cap Value Fund	208,448
Principal	Real Estate Securities Fund Institutional Class	3,416
Putnam	Dynamic Asset Allocation Balanced Fund Class Y	1,101,515
	Dynamic Asset Allocation Growth Fund Class Y	562,905
	Dynamic Asset Allocation Conservative Fund Class Y	429,506
TIAA-CREF	Large-Cap Growth Fund Institutional Class	363,662
Vanguard	Mid-Cap Index Fund Admiral Shares	92,280
	Total Bond Market Index Fund Admiral Shares	499,708
Wells Fargo	Special Mid Cap Value Fund - Class Inst	4,981
	Insurance Company General Account	
* Standard	Stable Asset Fund Class A	1,575,681
Total assets held for investment purposes		$ 23,658,910

* Represents a party in interest

The above information has been certified by the Standard Insurance Company, trustee of the Plan, as complete and accurate.

COMMUNITY ACTION PARTNERSHIP OF KERN
403(B) PLAN

Report to the Board of Trustees

October 13, 2021

DANIELLS PHILLIPS VAUGHAN & BOCK
CPAs and Advisors

An independently owned member RSM US Alliance

Member of AICPA Division for Firms
Private Companies Practice Section

Board of Trustees
Community Action Partnership of Kern 403(b) Plan
Bakersfield, California

Attention: Jeremy Tobias, Plan Administrator

We are pleased to present this report related to our audit of the financial statements of **Community Action Partnership of Kern 403(b) Plan** for the year ended December 31, 2020. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for **Community Action Partnership of Kern 403(b) Plan**'s financial reporting process.

This report is intended solely for the information and use of the Board of Trustees and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to **Community Action Partnership of Kern 403(b) Plan**.

Daniells Phillips Vaughan & Bock

October 13, 2021

300 New Stine Road – Bakersfield, CA 93309 – Tel. 661.834.7411 – Fax.661.834.4389 – www. dpvb.com

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Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
Our Responsibilities with regard to the Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated February 5, 2021. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
Accounting Policies and Practices	**Preferability of Accounting Policies and Practices** Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice. **Adoption of, or Change in, Accounting Policies** Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Plan. The Plan did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period. **Significant or Unusual Transactions** We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. **Management's Judgments and Accounting Estimates** Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached "Summary of Significant Accounting Estimates."

Area	Comments
Audit Adjustments	An audit adjustment recorded by **Community Action Partnership of Kern 403(b) Plan** is shown on the attached "Summary of Recorded Audit Adjustments."
Uncorrected Misstatements	We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.
Disagreements with Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.
Consultations with Other Accountants	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
Significant Issues Discussed with Management	No significant issues arising from the audit were discussed with or were the subject of correspondence with management.
Significant Difficulties Encountered in Performing the Audit	We did not encounter any significant difficulties in dealing with management during the audit.
Letter Communicating a Significant Deficiency in Internal Control over Financial Reporting	We have separately communicated a significant deficiency in internal control over financial reporting identified during our audit of the financial statements, and this communication is attached as Exhibit A.
Certain Written Communications between Management and Our Firm	Copies of significant written communications between our firm and the management of the Plan, including the representation letter provided to us by management, are attached as Exhibit B.

COMMUNITY ACTION PARTNERSHIP OF KERN 403(B) PLAN

Summary of Significant Accounting Estimates
Year Ended December 31, 2020

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. There are no significant accounting estimates reflected in the Plan's December 31, 2020 financial statements.

Community Action Partnership of Kern 403(b) Plan

Year End: December 31, 2020
Summary of Recorded Audit Adjustments
Date: 1/1/2020 To 12/31/2020

Number	Date	Name	Account No	Reference	Debit	Credit	Net Income (Loss)	Amount Chg
		Net Income (Loss) Before Adjustments					1,353,639.00	
AJE 01	12/31/2020	Employee contributions	4000	7020. 02	15,481.00			
AJE 01	12/31/2020	Pre-tax contribution	8105	7020. 02		15,481.00		
		To record FYE 2020 missed deferral contributions.						
					15,481.00	15,481.00	1,369,120.00	15,481.00
					15,481.00	**15,481.00**	**1,369,120.00**	**15,481.00**

Exhibit A
Letter Communicating a Significant Deficiency in Internal Control over Financial Reporting

Board of Trustees
Community Action Partnership of Kern County 403(b) Plan
Bakersfield, California 93309

Our audit was performed in accordance with auditing standards generally accepted in the United States of America, except that we did not perform any of the normal auditing procedures on asset information certified or provided by the trustee under Section 2520.103-8 of the Department of Labor's Rules and Regulations. In planning and performing our audit of the financial statements of **Community Action Partnership of Kern 403(b) Plan** (the Plan) as of and for the year ended December 31, 2020, we considered the Plan's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we do not express an opinion on the effectiveness of the Plan's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a deficiency in internal control that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing, or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the Plan's internal control to be a significant deficiency:

Definition of Plan Compensation

We noted that certain employees received overtime, stipends, and retroactive pay which was improperly excluded from Plan compensation for purposes of calculating employee deferrals. According to the Plan Document, all W-2 wages should be included in Plan compensation. The error related to the amount of employee deferral contributions not properly remitted to the Plan was $15,481, and is required to be paid to the Plan by the Plan Sponsor in order to be compliant with the regulations of ERISA. We recommend that the Plan Sponsor develop procedures to ensure all W-2 wages, as defined by the Plan Documents, are captured in Plan compensation for all participants.

This communication is intended solely for the information and use of management, the Board of Trustees, and others within the organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

Daniells Phillips Vaughan & Bock

Bakersfield, California
October 13, 2021

Exhibit B
Representation Letter

BOARD OF DIRECTORS

Curtis Floyd, Chair
Law Offices of Curtis Floyd

Fred Plane, Vice Chair
23rd U.S. Congressional District Representative

Nila Hogan, Secretary
Head Start Policy Council Representative

Janea Benton, Treasurer
32nd State Assembly District Representative

Jimmie D. Childress
Retired Teacher / Contractor

Joe Garcia
14th State Senate District Representative

Craig Henderson
The Henderson Group

Michelle Jara-Rangel
Owens Valley Career Development Center

Maritza Jimenez
South Kern County Representative

Mike Maggard
Kern County Board of Supervisors Representative

Pastor Jonathan Mullings
Truth Tabernacle

Yolanda Ochoa
East Kern County Representative

Marian Panos
City of Bakersfield Mayor's Office Representative

Guadalupe Perez
Greater Bakersfield Representative

Ana Vigil
North Kern County Representative

Chief Executive Officer
Jeremy T. Tobias

October 13, 2021

Daniells Phillips Vaughan & Bock
300 New Stine Road
Bakersfield, CA 93309

Re: Representation Letter

This representation letter is provided in connection with your audits of the financial statements of **Community Action Partnership of Kern 403(b) Plan** (the Plan), which comprise the statements of net assets available for benefits as of December 31, 2020 and 2019; the related statement of changes in net assets available for benefits for the year ended December 31, 2020; and the related notes to the financial statements.

We have determined that the Plan trustee, the Standard Insurance Company, qualifies to issue a certification of the Plan's asset activity under Section 2520.103-5 of the Department of Labor's (DOL) Rules and Regulations. Therefore, as permitted by Regulation 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 (ERISA), we have instructed you not to perform any auditing procedures with respect to asset information certified or provided by the Standard Insurance Company, the trustee, other than comparing that information with the related information included in the financial statements and supplemental schedules. Because of the significance of the information that you did not audit, we understand that you will not express an opinion on the financial statements and supplemental schedules as a whole.

We confirm, to the best of our knowledge and belief, that as of October 13, 2021:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated February 5, 2021, for the preparation and fair presentation of the financial statements referred to above in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.

4. We are responsible for making the accounting estimates included in the financial statements. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.

5. In that regard, we are responsible for the estimation methods and assumptions used in measuring assets and liabilities reported or disclosed at fair value, including information obtained from brokers, pricing services or other third parties. The methods and significant assumptions used to determine fair values of the financial instruments are as follows:

   - *Mutual funds*: Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange

- Commission (SEC). These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

- *Investment contract:* Fair value is the amount plan participants would receive currently if they were to withdraw or transfer funds within the Plan.

Our valuation methodologies have been consistently applied from period to period. The methods and assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.

6. All significant estimates and material concentrations known to management that are required to be disclosed in accordance with the Risks and Uncertainties Topic of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) have been properly recorded and/or disclosed in the financial statements. Significant estimates are estimates at the statement of net assets available for benefits date that could change materially within the next year. Concentrations refer to the nature and type of investments held by the Plan, or markets in which events could occur that would significantly disrupt normal finances within the next year.

7. Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

8. Transactions with parties in interest, as defined in ERISA Section 3(14) and regulations thereunder, including sales, purchases, loans, transfers, leasing arrangements and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed.

9. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.

10. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

11. We have no intention to terminate the Plan.

12. We have properly reported and disclosed amendments to the Plan instrument, if any.

13. We have no knowledge of any uncorrected misstatements in the financial statements.

14. With respect to the service of drafting the financial statement performed in the course of the audit:

    a. We have made all management decisions and performed all management functions

    b. We assigned an appropriate individual to oversee the services

    c. We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed

    d. We have accepted responsibility for the results of the services

    e. We have accepted responsibility for all significant judgments and decisions that were made.

Supplementary Information

15. With respect to supplemental schedules:

    a. We acknowledge our responsibility for the presentation of such information.

    b. We believe such information, including its form and content, is fairly presented in accordance with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

    c. The methods of measurement or presentation have not changed from those used in the prior period.

    d. There are no underlying significant assumptions or interpretations regarding the measurement or presentation of such information:

    e. We will only present the supplemental schedules together with the audited financial statements and auditor's report thereon and will not separate the supplementary information from the audited financial statements and auditor's report thereon in any document that contains such information.

Information Provided

16. We have provided you with:

    a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters

    b. Additional information that you have requested from us for the purpose of the audits

    c. Unrestricted access to persons within the Plan from whom you determined it necessary to obtain audit evidence

    d. The currently effective version of the Plan document, including the prototype plan document and adoption agreement, the trust agreement or insurance contracts, and all related amendments. The Plan was most recently amended in February 1, 2018

    e. All correspondence, filings, reports and determinations with the Internal Revenue Service (IRS) and the DOL relating to the Plan's compliance with ERISA and the maintenance of its tax-exempt status

    f. All Plan financial records and related data. In that regard, the payroll information we provided you covered all employees that were eligible to participate in the Plan

    g. All minutes of the meetings of the Plan's Trustees, or summaries of actions of recent meetings for which minutes have not yet been prepared

17. All transactions have been recorded in the accounting records and are reflected in the financial statements.

18. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.

19. We have no knowledge of any allegations of fraud or suspected fraud affecting the Plan involving:

    a. Management.

    b. Employees who have significant roles in internal control.

    c. Others where the fraud could have a material effect on the financial statements.

20. We have no knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, participants, regulators, beneficiaries, service providers, third-party administrators or others.

21. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements, and neither we nor the Plan Sponsor, or others acting on behalf of the Plan, have consulted a lawyer concerning litigation and claims or other matters affecting the Plan.

22. We have disclosed to you the identity of all of the Plan's related parties and parties in interest and all the related-party and party-in-interest relationships and transactions of which we are aware.

23. We have disclosed to you the identity of the Plan's related parties and parties in interest and all the related-party and party-in-interest relationships and transactions of which we are aware.

24. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the Plan's ability to record, process, summarize and report financial data.

25. We have no plans or intentions that may materially affect the carrying value or classification of assets or liabilities.

26. The Plan has satisfactory title to all owned assets that are recorded at fair value, and all liens, encumbrances or security interests have been properly disclosed.

27. We have answered your questions about the Plan's tax compliance to the best of our knowledge and belief.

28. There have been no communications, whether written or oral, from regulatory agencies concerning noncompliance with, or deficiencies in the operation of the Plan.

29. We have complied with (a) all aspects of debt and other contractual agreements, including provisions of the Plan, that would have a material effect on the financial statements in the event of noncompliance, (b) the fidelity bonding requirements of ERISA, (c) all participant eligibility and coverage requirements of the Plan, ERISA and the Internal Revenue Code (IRC), and (d) the filing requirements of appropriate agencies.

30. We have complied with the DOL's regulations concerning the timely remittance of participants' contributions to trusts containing assets for the Plan.

31. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws and regulations.

32. The Plan has adopted a volume submitter plan sponsored by the Standard Retirement Services, Inc. 403(b) Volume Submitter Plan. The volume submitter plan provider has received an advisory letter from the IRS as to the volume submitter plan's qualified status. The volume submitter plan advisory letter has been relied upon by the Plan. The Plan has been amended since the volume submitter plan received the advisory letter. The Plan Administrator believes the Plan is designed and is being operated in compliance with the applicable provisions of the IRC.

33. We have reviewed the complementary user entity control considerations of the Service Organization Controls (SOC 1) Reports for Charles Schwab Trust Bank dated February 26, 2021 and the Standard Insurance Company dated February 25, 2021 for the period ended December 31, 2020, and we believe all applicable controls are properly designed and implemented and operating effectively.

34. There are no:

    a. Non-exempt (prohibited) party-in-interest transactions that were not disclosed in the financial statements or supplemental schedules.

    b. Notes receivable from participants or other receivables or investments in default or considered to be uncollectible that were not disclosed in the financial statements or supplemental schedules.

    c. Reportable transactions that were not disclosed in the supplemental schedules.

35. During the course of your audits, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Community Action of the Partnership of Kern,
Sponsor of the Community Action of the Partnership of Kern 403(b) Plan

Jeremy Tobias
Plan Administrator / Chief Executive Officer

Tracy Webster
Chief Financial Officer

COMMUNITY ACTION PARTNERSHIP OF KERN 403(B) PLAN

FINANCIAL REPORT

DECEMBER 31, 2020

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DANIELLS PHILLIPS VAUGHAN & BOCK
CPAs and Advisors

An independently owned member RSM US Alliance

Member of AICPA Division for Firms
Private Companies Practice Section

NANCY C. BELTON

INDEPENDENT AUDITOR'S REPORT

To the Trustees
Community Action Partnership of Kern 403(b) Plan
Bakersfield, California

Report on the Financial Statements

We were engaged to audit the accompanying financial statements of **Community Action Partnership of Kern 403(b) Plan** (the "Plan"), which comprise the statements of net assets available for benefits as of December 31, 2020, and the related statement of changes in net assets available for benefits for the year ended December 31, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matter described in the Basis for Disclaimer of Opinion paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the Plan Administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in Note 3, which was certified or provided by Standard Insurance Company, trustee of the Plan, except for comparing this information with the related information included in the 2020 financial statements. We have been informed by the Plan Administrator that the trustee holds the Plan's assets and execute transactions. The Plan Administrator has obtained a certification from the trustee as of and for the year ended December 31, 2020, that the information provided to the Plan Administrator by the trustee is complete and accurate.

300 New Stine Road – Bakersfield, CA 93309 – Tel. 661.834.7411 – Fax.661.834.4389 – www. dpvb.com

Disclaimer of Opinion

Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on the 2020 financial statements. Accordingly, we do not express an opinion on the 2020 financial statements.

Other Matter – 2019 Financial Statement

The financial statement of the plan as of December 31, 2019 was audited by predecessor auditors. As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 (ERISA), the plan administrator instructed the predecessor auditors not to perform and they did not perform, any auditing procedures with respect to the information certified by the trustee. Their report, dated October 7, 2020, indicated that (a) because of the information that they did not audit, they were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion and accordingly, they did not express an opinion on the financial statements (b) the form and content of the information included in the financial statements other than that derived from the information certified by the trustee, were presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

Other Matter – Supplemental Schedule

The supplemental schedule, Schedule H, line 4i - Schedule of Assets (held at end of year) as of December 31, 2020, is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and is presented for the purposes of additional analysis and is not a required part of the financial statements. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we do not express an opinion on the supplemental schedule.

Report on Form and Content in Compliance with DOL Rules and Regulations 2020

The form and content of the information included in the 2020 financial statements and supplemental schedule, other than that derived from the information certified by the trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Daniells Phillips Vaughan & Bock

Bakersfield, California
October 13, 2021

COMMUNITY ACTION PARTNERSHIP OF KERN 403(B) PLAN

STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
December 31, 2020 and 2019

	2020	2019
ASSETS		
Cash	**$ 35,256**	$ 7
Investments at fair value (Notes 3 and 4)	**6,792,985**	5,474,595
Employer contribution receivable	**15,481**	-
Net assets available for benefits	**$ 6,843,722**	$ 5,474,602

See Notes to Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN 403(B) PLAN

STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
Year Ended December 31, 2020

Additions:		
Investment income (Note 3):		
Net appreciation in fair value of investments	$	823,909
Interest and dividends		15,243
		839,152
Contributions:		
Participants		880,144
Employer		15,481
Rollovers		43,163
		938,788
Total additions		1,777,940
Deductions:		
Benefits paid to participants		368,480
Administrative expenses		40,340
Total deductions		408,820
Net increase		1,369,120
Net assets available for benefits:		
Beginning of year		5,474,602
End of year	$	6,843,722

See Notes to Financial Statements.

COMMUNITY ACTION PARTNERSHIP OF KERN 403(B) PLAN

NOTES TO FINANCIAL STATEMENTS

Note 1. Plan Description

The following description of the Community Action Partnership of Kern 403(b) Plan (the "Plan") provides only general information. Participants should refer to the Plan agreement for a more complete description of the Plan's provisions.

General: The Plan is a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code (IRC), effective January 27, 2010. The Plan's restated effective date is February 1, 2018. The Plan is subject to the provisions of the Employee Retirement Income Security Act (ERISA). The Trustee is responsible for oversight of the Plan. The Plan's Pension Committee determine the appropriateness of the Plan's investment offerings, monitor investment performance and report to the Plan's Trustee.

Eligibility: Eligible employees of Community Action Partnership of Kern (the "Organization") are able to enter the Plan and participate for the purposes of making elective deferrals upon his or her employment commencement date. The employment commencement date is the entry date.

Contributions: Each year, participants may contribute a specific percentage amount of pretax annual compensation, as defined in the Plan. Participants who have attained age 50 before the end of the Plan year are eligible to make catch-up contributions. Participants may also contribute amounts representing distributions from other qualified defined benefit or defined contribution plans (rollover). Participants direct the investment of their contributions into various investment options offered by the Plan.

Employer contributions are required under certain circumstances.

Participant Accounts: Each participant's account is credited with the participant's contribution, as well as allocations of the Plan earnings or losses. Participant accounts are charged with an allocation of administrative expenses that are paid by the Plan. Allocations are based on participant earnings, account balances, or specific participant transactions, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

Vesting: Participants are immediately vested in their salary elective deferral contributions plus actual earnings thereon.

Payment of Benefits: Upon termination of service, retirement, or death, a participant may elect to receive lump-sum payment or to have that amount rolled over into another individual retirement account (IRA) of the participant's choosing. For distributions of $5,000 or less, the Plan Administrator may distribute the amount within one year without the participant's consent. If vested benefit exceeds $5,000, then the participant will be entitled to a distribution in a reasonable time after termination.

Note 2. Significant Accounting Policies

Basis of Accounting: The financial statements of the Plan are prepared using the accrual method of accounting.

Use of Estimates: The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of net assets available for benefits and changes therein. Actual results could differ from those estimates.

Investment Valuation and Income Recognition: Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's Pension Committee determines the Plan's valuation policies utilizing information provided by the investment advisers, trustee, and insurance company. See Note 4 for discussion of fair value measurements.

NOTES TO FINANCIAL STATEMENTS

Purchases and sales of securities are recorded on a settlement-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Payment of Benefits: Benefits are recorded when paid.

Administrative Expenses: Certain expenses of maintaining the Plan are paid by the Plan, unless otherwise paid by the Organization. Expenses that are paid by the Organization are excluded from these financial statements. Investment related expenses are included in net appreciation in fair value of investments.

Authoritative Pronouncement Adopted: In August 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018- 13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to Disclosure Requirements for Fair Value Measurement*. The amendments in this ASU modify the disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*, based on the concepts in the FASB Concepts Statement, including the consideration of costs and benefits.

The following disclosure requirements were removed from Topic 820:

1. The amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy.
2. The policy for timing of transfers between levels.
3. The valuation processes for Level 3 fair value measurements.
4. For nonpublic entities, the changes in unrealized gains and losses for the period included in earnings for recurring Level 3 fair value measurements held at the end of the reporting period.

The following disclosure requirements were modified in Topic 820:

1. In lieu of a roll forward for Level 3 fair value measurements, a nonpublic entity is required to disclose transfers into and out of Level 3 of the fair value hierarchy and purchases and issues of Level 3 assets and liabilities.
2. For investments in certain entities that calculate net asset value, an entity is required to disclose the timing of liquidation of an investee's assets and the date when restrictions from redemption might lapse only if the investee has communicated the timing to the entity or announced the timing publicly.
3. The amendments clarify that the measurement uncertainty disclosure is to communicate information about the uncertainty in measurement as of the reporting date.

The amendments in this Update are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The entity is permitted to early adopt any removed or modified disclosures upon issuance of this Update and delay adoption of the additional disclosures until their effective date. The effect of adopting this Update resulted in the removal or modification of certain fair value measurement disclosures presented in the financial statements.

Subsequent Events: The Plan Administrator has evaluated subsequent events through October 13, 2021, the date the financial statements were available to be issued. There were no subsequent events identified which would require disclosure in the financial statements.

Note 3. Information Certified by the Standard Insurance Company

Certain information related to investments disclosed in the accompanying financial statements and supplemental schedule, including investments held at December 31, 2020 and 2019, and net appreciation in fair value of investments, interest and dividends for the year ended December 31, 2020, was obtained or derived from information supplied to the Plan Administrator and certified as complete and accurate by Standard Insurance Company (the trustee of the Plan).

NOTES TO FINANCIAL STATEMENTS

Note 4. Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy under ASC 820 are described below:

Level 1 — Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 — Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 — Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2020.

Mutual funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange Commission (SEC). These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

The following tables sets forth by level, within the fair value hierarchy, the Plan's assets at fair value as of December 31, 2020 and 2019:

	Assets at Fair Value as of December 31, 2020			
	Level 1	Level 2	Level 3	Total
Investments measured at fair value				
Mutual funds	$ 6,162,415	$ -	$ -	$ 6,162,415
Investments Measured at Net Asset Value (NAV)				
Group Annuity Contract (1)	$ 630,570			
Total Investments	$ 6,792,985			

NOTES TO FINANCIAL STATEMENTS

	Assets at Fair Value as of December 31, 2019			
	Level 1	Level 2	Level 3	Total
Investments measured at fair value				
Mutual funds	$ 4,896,761	$ -	$ -	$ 4,896,761
Investments Measured at Net Asset Value (NAV)				
Group Annuity Contract (1)	$ 577,834			
Total Investments	$ 5,474,595			

(1) In accordance with Accounting Standard Update (ASU) Subtopic 820-10, certain investments that were measured at NAV per share (or its equivalent) have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the line items presented in the Statement of Net Assets Available for Plan Benefits.

Note 5. Related-Party Transactions and Party in Interest Transactions

Certain Plan investments are managed by Standard Insurance Company (Standard). Standard is the trustee and recordkeeper for the Plan; therefore, these transactions qualify as party in interest transactions.

Note 6. Plan Termination

Although it has not expressed any intent to do so, the Plan Administrator has the right under the Plan to terminate the Plan subject to the provisions of ERISA. However, no such action may deprive any participant or beneficiary under the Plan of any vested right.

Note 7. Tax Status

The Plan has adopted a volume submitter plan sponsored by the Standard Retirement Services, Inc. 403(b) Volume Submitter Plan. The volume submitter plan provider has received an advisory letter from the IRS as to the volume submitter plan's qualified status. The volume submitter plan advisory letter has been relied upon by the Plan. The Plan has been amended since the volume submitter plan received the advisory letter. The Plan Administrator believes the Plan is designed and is being operated in compliance with the applicable provisions of the IRC.

Accounting principles generally accepted in the United States of America require plan management to evaluate tax positions taken by the plan and recognize a tax liability if the plan has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Note 8. Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect participants' account balances and the amounts reported in the statements of net assets available for benefits.

SUPPLEMENTAL SCHEDULE

COMMUNITY ACTION PARTNERSHIP OF KERN 403(B) PLAN

SCHEDULE H, LINE 4i - SCHEDULE OF ASSETS (HELD AT END OF YEAR)
December 31, 2020

Identity of Issuer, Borrower, Lessor, or Similar Party	Description of Investment, Including Maturity Date, Rate of Interest, Collateral, Par or Maturity Value	Current Value
	Registered Investment Companies:	
American Funds	New World R6	$ 78,027
BlackRock	LifePath Index 2025 Fund Class K	914,477
	LifePath Index 2030 Fund Class K	656,534
	LifePath Index 2035 Fund Class K	660,620
	LifePath Index 2040 Fund Class K	513,965
	LifePath Index 2045 Fund Class K	675,625
	LifePath Index 2050 Fund Class K	488,928
	LifePath Index 2055 Fund Class K	116,365
	LifePath Index 2060 Fund Class K	136,601
	LifePath Index Retirement Fund Class K	691,766
Hartford	International Opportunities Fund Class R6	2,885
iShares	S&P 500 Index Fund Class K	86,676
Janus Henderson	Triton Fund Class T	63,152
MassMutual	Mid Cap Growth Fund Class I	153,605
MFS	Value Fund Class R6	96,169
Northern	Small Cap Value Fund	23,591
Principal	Real Estate Securities Fund Institutional Class	10,511
Putnam	Dynamic Asset Allocation Balanced Fund Class Y	98,824
	Dynamic Asset Allocation Growth Fund Class Y	191,379
	Dynamic Asset Allocation Conservative Fund Class Y	70,741
TIAA-CREF	Large-Cap Growth Fund Institutional Class	258,390
Vanguard	Mid-Cap Index Fund Admiral Shares	48,272
	Total Bond Market Index Fund Admiral Shares	123,482
Wells Fargo	Special Mid Cap Value Fund - Class Inst	1,830
	Insurance Company General Account	
* Standard	Stable Asset Fund Class A	630,570
Total assets held for investment purposes		$ 6,792,985

* Represents a party in interest

The above information has been certified by the Standard Insurance Company, trustee of the Plan, as complete and accurate.

EXTENDED TO JANUARY 18, 2022

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ **Do not enter social security numbers on this form as it may be made public.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning MAR 1, 2020 **and ending** FEB 28, 2021

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
COMMUNITY ACTION PARTNERSHIP OF KERN

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) 5005 BUSINESS PARK NORTH

Room/suite

City or town, state or province, country, and ZIP or foreign postal code
BAKERSFIELD, CA 93309

F Name and address of principal officer: JEREMY T. TOBIAS
SAME AS C ABOVE

D Employer identification number
95-2402760

E Telephone number
661-336-5236

G Gross receipts $ 117,900,329.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.CAPK.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1965 **M** State of legal domicile: CA

Part I Summary

1 Briefly describe the organization's mission or most significant activities: COMMUNITY ACTION PARTNERSHIP OF KERN SHALL PROVIDE AND ADVOCATE FOR RESOURCES THAT WILL EMPOWER

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

Activities & Governance	**3** Number of voting members of the governing body (Part VI, line 1a)	**3**	15
	4 Number of independent voting members of the governing body (Part VI, line 1b)	**4**	15
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	**5**	1130
	6 Total number of volunteers (estimate if necessary)	**6**	732
	7a Total unrelated business revenue from Part VIII, column (C), line 12	**7a**	0.
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	**7b**	0.

		Prior Year	Current Year
Revenue	**8** Contributions and grants (Part VIII, line 1h)	96,967,932.	116,478,035.
	9 Program service revenue (Part VIII, line 2g)	702,267.	284,716.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	11,618.	2,052.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,168,226.	1,135,526.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	98,850,043.	117,900,329.
Expenses	**13** Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	40,419,031.	41,922,382.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 24,233.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	57,682,650.	75,001,189.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	98,101,681.	116,923,571.
	19 Revenue less expenses. Subtract line 18 from line 12	748,362.	976,758.

		Beginning of Current Year	End of Year
Net Assets or Fund Balances	**20** Total assets (Part X, line 16)	21,388,003.	23,951,900.
	21 Total liabilities (Part X, line 26)	8,156,978.	9,744,117.
	22 Net assets or fund balances. Subtract line 21 from line 20	13,231,025.	14,207,783.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ JEREMY T. TOBIAS , CEO
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
NANCY C. BELTON, CPA			☐	P01234207

Firm's name ▶ DANIELLS PHILLIPS VAUGHAN & BOCK — Firm's EIN ▶ 95-2972229

Firm's address ▶ 300 NEW STINE ROAD
BAKERSFIELD, CA 93309 — Phone no. 661-834-7411

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III X

1 Briefly describe the organization's mission: NONE

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... Yes X No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... Yes X No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 46,744,681. including grants of $) (Revenue $ 109,547.)
CHILD EDUCATION AND DEVELOPMENT SERVICES: TO PROVIDE COMPREHENSIVE CHILD EDUCATION AND DEVELOPMENT SERVICES FOR 2,372 INCOME ELIGIBLE CHILDREN SIX WEEKS TO FIVE YEARS OF AGE, AND THEIR FAMILIES. ALSO INCLUDES A STATEWIDE CHILD CARE PROGRAM TO PROVIDE CHILDREN OF MIGRANT FARM WORKERS WITH A SAFE, NURTURING AND EDUCATIONALLY GROWING ENVIRONMENT.

4b (Code:) (Expenses $ 52,806,092. including grants of $) (Revenue $ 275,361.)
NUTRITION SERVICES: INCLUDES THE (1) CHILD AND ADULT CARE FOOD PROGRAM WHICH PROVIDES NUTRITIONAL LUNCH MEALS AND SNACKS TO THE 2,076 CHILDREN ENROLLED IN THE CHILD EDUCATION AND DEVELOPMENT SERVICES PROGRAM, (2) THE WOMEN, INFANTS AND CHILDREN PROGRAM WHICH PROVIDES TEMPORARY NUTRITIONAL ASSISTANCE AND COUNSELING FOR 21,781 PREGNANT AND NON-PREGNANT WOMEN, MEN AND GRANDPARENTS PER MONTH WHO ARE RAISING INFANTS AND CHILDREN WHO ARE NUTRITIONALLY AT RISK AND (3) THE FOOD BANK PROGRAM.
WEATHERIZATION SERVICES: THE AGENCY PROVIDES ASSISTANCE TO MORE THAN 400 HOUSEHOLDS ON AN ANNUAL BASIS. A RESIDENT CAN RECEIVE WEATHERIZATION ASSISTANCE ONCE EVERY SEVEN YEARS. TO QUALIFY, THE APPLICANT MUST RESIDE IN KERN COUNTY AND HAVE A HOUSEHOLD INCOME AT OR

4c (Code:) (Expenses $ 3,766,067. including grants of $) (Revenue $ 5,373.)
ENERGY SERVICES: THE AGENCY PROVIDES UTILITY ASSISTANCE TO MORE THAN 6,500 HOUSEHOLDS ON AN ANNUAL BASIS. AN APPLICANT CAN ONLY RECEIVE THIS BENEFIT ONCE IN A 12 MONTH PERIOD. THE APPLICANT MUST RESIDE IN KERN COUNTY, HAVE A TOTAL HOUSEHOLD INCOME AT OR BELOW 150 PERCENT OF THE FEDERAL POVERTY INCOME GUIDELINES AND HAVE A UTILITY BILL WITH AT LEAST 30 DAYS OF SERVICE.

4d Other program services (Describe on Schedule O.)
(Expenses $ 5,821,772. including grants of $) (Revenue $ 958,903.)

4e Total program service expenses ▶ 109,138,612.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	379		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	1130		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country ▶				
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		X	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?	13a			
	Note: See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year?	15			X
	If "Yes," see instructions and file Form 4720, Schedule N.				
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16			X
	If "Yes," complete Form 4720, Schedule O.				

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	15		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	15		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c		X
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

X Own website ☐ Another's website X Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

TRACY WEBSTER - 661-336-5236

5005 BUSINESS PARK NORTH, BAKERSFIELD, CA 93309

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) CURTIS FLOYD CHAIR	4.00		X					0.	0.	0.
(2) FRED PLANE VICE-CHAIR	4.00		X					0.	0.	0.
(3) NILA HOGAN SECRETARY	4.00		X					0.	0.	0.
(4) JANEA BENTON TREASURER	4.00		X					0.	0.	0.
(5) MARIAN PANOS DIRECTOR	4.00		X					0.	0.	0.
(6) MIKE MAGGARD DIRECTOR	4.00		X					0.	0.	0.
(7) YOLANDA OCHOA DIRECTOR	4.00		X					0.	0.	0.
(8) ANA VIGIL DIRECTOR	4.00		X					0.	0.	0.
(9) CRAIG HENDERSON DIRECTOR	4.00		X					0.	0.	0.
(10) GUADALUPE PEREZ DIRECTOR	4.00		X					0.	0.	0.
(11) JIMMIE CHILDRESS DIRECTOR	4.00		X					0.	0.	0.
(12) JONATHAN MULLINGS DIRECTOR	4.00		X					0.	0.	0.
(13) JOSE GURROLA DIRECTOR	4.00		X					0.	0.	0.
(14) MARITZA JIMENEZ DIRECTOR	4.00		X					0.	0.	0.
(15) MICHELLE JARA-RANGEL DIRECTOR	4.00		X					0.	0.	0.
(16) JOE GARCIA DIRECTOR	4.00		X					0.	0.	0.
(17) JEREMY TOBIAS CEO	40.00			X				202,687.	0.	54,138.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) TRACY WEBSTER CFO	40.00			X				178,882.	0.	13,747.
(19) YOLANDA GONZALES DIRECTOR OF HEADSTART	40.00					X		141,673.	0.	29,847.
(20) PRITIKA RAM DIRECTOR OF ADMINSTRATION	40.00					X		144,936.	0.	17,541.
(21) EMILIO WAGNER DIRECTOR OF OPERATIONS	40.00					X		138,915.	0.	29,483.
(22) CARMEN SEGOVIA DIRECTOR OF HEALTH AND NUTRITION SER	40.00					X		140,359.	0.	17,128.
(23) LORRAINE CASILLAS DIRECTOR OF FINANCE	40.00					X		106,975.	0.	5,436.
1b Subtotal ▶								1,054,427.	0.	167,320.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								1,054,427.	0.	167,320.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 7

		Yes	No
3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
PLC SYSTEM SERVICES, 11509 ORCHARD PARK DRIVE, BAKERSFIELD, CA 93311	AC & HEATING	303,256.
ALLIED UNIVERSAL SECURITY SERVICES, P.O. BOX 31001-2374, PASADENA, CA 91110-2374	SECURITY SERVICES	213,250.
KLEIN DENATALE GOLDNER COOPER ROSENLIEB & K P.O. BOX 11172, BAKERSFIELD, CA 93389-1172	PROFESSIONAL SERVICES	159,965.
YOLANDA MUNOZ 512 N D STREET, MADERA, CA 93638-3116	CHILD CARE SERVICES	145,208.
ARACELY CRUZ DE MONTERROSA 2000 SUNSET STREET, WASCO, CA 93280	CHILD CARE SERVICES	105,299.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 5

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	80,286,751.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	36,191,284.			
	g Noncash contributions included in lines 1a-1f	1g	$ 35,693,489.			
	h **Total.** Add lines 1a-1f		116,478,035.			
Program Service Revenue		**Business Code**				
	2a SHARED MAINTENANCE FEES	624200	202,860.	202,860.		
	b PROGRAM AND PARENT FEES	624200	81,856.	81,856.		
	c					
	d					
	e					
	f All other program service revenue					
	g **Total.** Add lines 2a-2f		284,716.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		2,052.			2,052.
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
		(i) Real	(ii) Personal			
	6a Gross rents 6a	71,058.				
	b Less: rental expenses 6b	0.				
	c Rental income or (loss) 6c	71,058.				
	d Net rental income or (loss)		71,058.			71,058.
		(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory 7a					
	b Less: cost or other basis and sales expenses 7b					
	c Gain or (loss) 7c					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18 8a					
	b Less: direct expenses 8b					
	c Net income or (loss) from fundraising events					
	9a Gross income from gaming activities. See Part IV, line 19 9a					
	b Less: direct expenses 9b					
	c Net income or (loss) from gaming activities					
	10a Gross sales of inventory, less returns and allowances 10a					
	b Less: cost of goods sold 10b					
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue		**Business Code**				
	11a MISCELLANEOUS REVENUE	624200	1,064,468.	1,064,468.		
	b					
	c					
	d All other revenue					
	e **Total.** Add lines 11a-11d		1,064,468.			
	12 **Total revenue.** See instructions		117,900,329.	1,349,184.	0.	73,110.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	426,279.		426,279.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	32,295,661.	32,285,842.		9,819.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	9,200,442.	8,990,645.	208,631.	1,166.
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	2,410,693.	2,306,805.	97,838.	6,050.
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	5,239,655.	5,236,452.	3,203.	
17 Travel	264,341.	264,341.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	1,222,564.	870,303.	352,261.	
23 Insurance				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a DONATED COMMODITIES	41,396,787.	41,396,787.		
b PROGRAM COSTS	12,095,147.	12,095,147.		
c INDIRECT EXPENSES	6,430,646.		6,430,646.	
d CONSUMABLE SUPPLIES	2,999,002.	2,875,144.	121,516.	2,342.
e All other expenses	2,942,354.	2,817,146.	120,352.	4,856.
25 **Total functional expenses.** Add lines 1 through 24e	116,923,571.	109,138,612.	7,760,726.	24,233.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		1	
	2	Savings and temporary cash investments	4,294,174.	2	7,744,471.
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	4,795,724.	4	3,954,464.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use	1,419,797.	8	1,212,729.
	9	Prepaid expenses and deferred charges	442,824.	9	600,015.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 32,193,500.			
	b	Less: accumulated depreciation — 10b: 21,753,279.	10,435,484.	10c	10,440,221.
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	21,388,003.	16	23,951,900.
Liabilities	17	Accounts payable and accrued expenses	4,744,948.	17	4,874,944.
	18	Grants payable		18	
	19	Deferred revenue	1,556,313.	19	3,068,355.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties	1,852,804.	23	1,473,224.
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	2,913.	25	327,594.
	26	**Total liabilities.** Add lines 17 through 25	8,156,978.	26	9,744,117.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ▶ [X] and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	13,167,206.	27	14,089,292.
	28	Net assets with donor restrictions	63,819.	28	118,491.
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	13,231,025.	32	14,207,783.
	33	Total liabilities and net assets/fund balances	21,388,003.	33	23,951,900.

Form **990** (2020)

032011 12-23-20

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	117,900,329.
2	Total expenses (must equal Part IX, column (A), line 25)	2	116,923,571.
3	Revenue less expenses. Subtract line 2 from line 1	3	976,758.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	13,231,025.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	14,207,783.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☒

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	X	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b	X	

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization
COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number
95-2402760

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations .....
g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	73,196,274.	73,118,223.	79,165,815.	96,848,982.	116,127,411.	438,456,705.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	73,196,274.	73,118,223.	79,165,815.	96,848,982.	116,127,411.	438,456,705.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						438,456,705.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	73,196,274.	73,118,223.	79,165,815.	96,848,982.	116,127,411.	438,456,705.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	79,174.	73,373.	75,174.	74,059.	73,110.	374,890.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	1,769.	3,921.	4,883.	7,160.	1,221.	18,954.
11 **Total support.** Add lines 7 through 10						438,850,549.

12 Gross receipts from related activities, etc. (see instructions) ▶ 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f)) 14 99.91 %

15 Public support percentage from 2019 Schedule A, Part II, line 14 15 99.89 %

16a **33 1/3% support test - 2020.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support test - 2019.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10% -facts-and-circumstances test - 2020.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ ☐

b **10% -facts-and-circumstances test - 2019.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2020** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2019** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2020.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2019.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described in line 11a above?	11b		
c	A 35% controlled entity of a person described in line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the yea* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. **Answer lines 2a and 2b below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer lines 3a and 3b below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No" provide details in* **Part VI.**	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* **Part VI**). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	**1**		
2 Recoveries of prior-year distributions	**2**		
3 Other gross income (see instructions)	**3**		
4 Add lines 1 through 3.	**4**		
5 Depreciation and depletion	**5**		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	**6**		
7 Other expenses (see instructions)	**7**		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	**8**		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	**1a**		
b Average monthly cash balances	**1b**		
c Fair market value of other non-exempt-use assets	**1c**		
d **Total** (add lines 1a, 1b, and 1c)	**1d**		
e **Discount** claimed for blockage or other factors (*explain in detail in* **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	**2**		
3 Subtract line 2 from line 1d.	**3**		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	**4**		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	**5**		
6 Multiply line 5 by 0.035.	**6**		
7 Recoveries of prior-year distributions	**7**		
8 **Minimum Asset Amount** (add line 7 to line 6)	**8**		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	**1**		
2 Enter 0.85 of line 1.	**2**		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	**3**		
4 Enter greater of line 2 or line 3.	**4**		
5 Income tax imposed in prior year	**5**		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	**6**		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D - Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required - *provide details in* **Part VI**)	5	
6	Other distributions (*describe in* **Part VI**). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* **Part VI**). See instructions.	8	
9	Distributable amount for 2020 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2020**	**(iii) Distributable Amount for 2020**
1	Distributable amount for 2020 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2020 (reasonable cause required - *explain in* **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2020			
a	From 2015			
b	From 2016			
c	From 2017			
d	From 2018			
e	From 2019			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2020 distributable amount			
i	Carryover from 2015 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2020 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2020 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* **Part VI.** See instructions.			
6	Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* **Part VI**. See instructions.			
7	**Excess distributions carryover to 2021.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2016			
b	Excess from 2017			
c	Excess from 2018			
d	Excess from 2019			
e	Excess from 2020			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2020

Name of the organization

COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number

95-2402760

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... ▶ $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization: COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number: 95-2402760

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	U. S. DEPT OF HEALTH & HUMAN SERVICES PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309	$ 44,948,367.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	U. S. DEPT OF AGRICULTURE PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309	$ 9,329,139.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	STATE OF CALIFORNIA - DEPT OF EDUCATION PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309	$ 10,285,303.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	U. S. DEPT OF AGRICULTURE PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309	$ 6,071,541.	Person [X] Payroll [ ] Noncash [X] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization: COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number: 95-2402760

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
4	DONATED FOOD	$ 6,071,541.	
		$	
		$	
		$	
		$	
		$	
		$	

Name of organization

COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number

95-2402760

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization
COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number
95-2402760

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____ %
b Permanent endowment ▶ _____ %
c Term endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,776,669.		1,776,669.
b Buildings		17,864,689.	11,531,559.	6,333,130.
c Leasehold improvements		5,862,614.	5,125,779.	736,835.
d Equipment		6,689,528.	5,095,941.	1,593,587.
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				10,440,221.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) ADVANCED PAYABLE	327,594.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	327,594.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... X

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	117,900,329.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	0.
3	Subtract line **2e** from line **1**			3	117,900,329.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	0.
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	117,900,329.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	116,923,571.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	0.
3	Subtract line **2e** from line **1**			3	116,923,571.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	0.
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	116,923,571.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE ORGANIZATION HAS ADOPTED THE ACCOUNTING STANDARD ON ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES, WHICH ADDRESSES THE DETERMINATION OF WHETHER TAX BENEFITS CLAIMED OR EXPECTED TO BE CLAIMED ON A TAX RETURN SHOULD BE RECORDED IN THE FINANCIAL STATEMENTS. UNDER THIS GUIDANCE, THE ORGANIZATION MAY RECOGNIZE THE TAX BENEFIT FROM AN UNCERTAIN TAX POSITION ONLY IF IT IS MORE-LIKELY-THAN-NOT THAT THE TAX POSITION WILL BE SUSTAINED ON EXAMINATION BY TAXING AUTHORITIES, BASED ON THE TECHNICAL MERITS OF THE POSITION. THE TAX BENEFITS RECOGNIZED IN THE FINANCIAL STATEMENTS FROM SUCH A POSITION ARE MEASURED BASED ON THE LARGEST BENEFIT THAT HAS A GREATER THAN 50% LIKELIHOOD OF BEING REALIZED UPON ULTIMATE SETTLEMENT. THE GUIDANCE ON ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES ALSO ADDRESSES

Part XIII Supplemental Information *(continued)*

DE-RECOGNITION, CLASSIFICATION, INTEREST AND PENALTIES ON INCOME TAXES, AND ACCOUNTING IN INTERIM PERIODS.

SCHEDULE J (Form 990)

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 23.**
▶ **Attach to Form 990.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number

95-2402760

Part I Questions Regarding Compensation

			Yes	No
1a	Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.			
	☐ First-class or charter travel	☐ Housing allowance or residence for personal use		
	☐ Travel for companions	☐ Payments for business use of personal residence		
	☐ Tax indemnification and gross-up payments	☐ Health or social club dues or initiation fees		
	☐ Discretionary spending account	☐ Personal services (such as maid, chauffeur, chef)		
b	If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b		
2	Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2		
3	Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.			
	☐ Compensation committee	☐ Written employment contract		
	☒ Independent compensation consultant	☒ Compensation survey or study		
	☐ Form 990 of other organizations	☒ Approval by the board or compensation committee		
4	During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:			
a	Receive a severance payment or change-of-control payment?	4a		X
b	Participate in or receive payment from a supplemental nonqualified retirement plan?	4b		X
c	Participate in or receive payment from an equity-based compensation arrangement?	4c		X
	If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.			
	Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.			
5	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:			
a	The organization?	5a		X
b	Any related organization?	5b		X
	If "Yes" on line 5a or 5b, describe in Part III.			
6	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:			
a	The organization?	6a		X
b	Any related organization?	6b		X
	If "Yes" on line 6a or 6b, describe in Part III.			
7	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7		X
8	Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8		X
9	If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9		

Part II **Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) JEREMY TOBIAS	(i)	202,687.	0.	0.	35,488.	18,650.	256,825.	0.
CEO	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) TRACY WEBSTER	(i)	178,882.	0.	0.	13,460.	287.	192,629.	0.
CFO	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) YOLANDA GONZALES	(i)	141,673.	0.	0.	11,155.	18,692.	171,520.	0.
DIRECTOR OF HEADSTART	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) PRITIKA RAM	(i)	144,936.	0.	0.	10,995.	6,546.	162,477.	0.
DIRECTOR OF ADMINSTRATION	(ii)	0.	0.	0.	0.	0.	0.	0.
(5) EMILIO WAGNER	(i)	138,915.	0.	0.	10,833.	18,650.	168,398.	0.
DIRECTOR OF OPERATIONS	(ii)	0.	0.	0.	0.	0.	0.	0.
(6) CARMEN SEGOVIA	(i)	140,359.	0.	0.	10,582.	6,546.	157,487.	0.
DIRECTOR OF HEALTH AND NUTRITION SER	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
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	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

▶ **Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.**
▶ **Attach to Form 990.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization
COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number
95-2402760

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art				
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded				
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory	X		35,342,864.	FMV
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other ▶ (IN KIND)	X	0	350,625.	FMV
26	Other ▶ ( )				
27	Other ▶ ( )				
28	Other ▶ ( )				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement 29

			Yes	No
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		X
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31		X
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		X
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization
COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number
95-2402760

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

MEMBERS OF THE COMMUNITIES WE SERVE TO BE SELF-SUFFICIENT. COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK) IS THE FEDERALLY DESIGNATED ANTI-POVERTY AGENCY FOR KERN COUNTY AND HAS BEEN WORKING TO PROVIDE AN INTEGRATED NETWORK OF SERVICES SINCE 1965. THROUGH A VARIETY OF PROGRAMS AND IN COLLABORATION WITH OTHER COMMUNITY SERVICE AGENCIES, CAPK HELPS PARTICIPANTS PURSUE THEIR EDUCATIONAL GOALS, SECURE AND RETAIN EMPLOYMENT, MAINTAIN ADEQUATE HOUSING, RECEIVE MEDICAL SERVICES, OBTAIN ENERGY SUBSIDY AND WEATHERIZATION ASSISTANCE, ENCOURAGES PARENT PARTICIPATION, COUNTERACTS HUNGER AND MALNUTRITION, PROVIDES CHILD CARE AND PRESCHOOL EDUCATION, AND OTHE PERSONAL AND FAMILY DEVELOPMENT OPPORTUNITIES TO BUILD AND ACHIEVE INDIVIDUAL AND FAMILY SELF-SUFFICIENCY.

FORM 990, PART III, LINE 4B, PROGRAM SERVICE ACCOMPLISHMENTS:

BELOW 150 PERCENT OF THE FEDERAL POVERTY INCOME GUIDELINES.

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

OTHER PROGRAM SERVICES INCLUDE (1) COMPREHENSIVE INFORMATION AND REFERRAL SERVICES THAT LINK KERN COUNTY RESIDENTS TO COMMUNITY HEALTH AND HUMAN SERVICES AND SUPPORT. CAPK HAS BEEN DESIGNATED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION AS THE 2-1-1 PROVIDER FOR KERN COUNTY. SERVICES ARE AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK. (2) FREE TAX PREPARATION SERVICES TO LOW-TO-MODERATE INCOME INDIVIDUALS, FAMILIES AND SENIORS. (3) YOUTH SERVICES TO PROVIDE PROGRAMS THAT FOCUS ON NUTRITION, EDUCATION, RECREATION, TEEN PREGNANCY PREVENTION AND

Name of the organization: COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number: 95-2402760

ACTIVE HEALTH LIVING.

EXPENSES $ 5,821,772. INCLUDING GRANTS OF $ 0. REVENUE $ 958,903.

FORM 990, PART VI, SECTION B, LINE 11B:

THE CHIEF FINANCIAL OFFICER OF THE ORGANIZATION REVIEWS THE PREPARED FORM 990 BEFORE IT IS SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE ORGANIZATION AND BEFORE IT IS SUBMITTED TO THE IRS.

FORM 990, PART VI, SECTION B, LINE 15:

EVERY THREE YEARS AND PERIODICALLY DURING THIS TIME FRAME, AN INDEPENDENT SALARY SURVEY INCLUDING BENEFIT PACKAGE IS CONDUCTED. ALSO, THE RECENTLY ENACTED HEAD START ACT CONTAINS LANGUAGE REGARDING LIMITATIONS ON THE COMPENSATION OF HEAD START STAFF, INCLUDING THE CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND OTHER KEY EMPLOYEES. SPECIFICALLY, IT PRECLUDES USING ANY FEDERAL FUNDS TO PAY ANY PART OF THE COMPENSATION OF AN INDIVIDUAL IF THAT INDIVIDUALS COMPENSATION EXCEEDS THE RATE PAYABLE FOR LEVEL II OF THE EXECUTIVE SCHEDULE ($197,300 EFFECTIVE CALENDAR YEAR 2020). ANY CHANGE IN THE SALARY GRADE OF A POSITION IS APPROVED BY THE BOARD OF DIRECTORS BEFORE THE CHANGE IS IMPLEMENTED.

FORM 990, PART VI, SECTION C, LINE 19:

COPIES OF THE ABOVE DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC ON THE ORGANIZATION'S WEBSITE, UPON REQUEST, AND ARE ALSO AVAILABLE FOR INSPECTION AT THE MAIN OFFICE OF THE ORGANIZATION.

FORM 990, PART XII, LINE 1:

SECTION 1.263(A)-1(F) DE MINIMIS SAFE HARBOR ELECTION

Name of the organization
COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number
95-2402760

FOR THE YEAR ENDING FEBRUARY 28,2021

COMMUNITY ACTION PARTNERSHIP OF KERN (EIN: 95-2402760) IS MAKING THE DE MINIMIS SAFE HARBOR ELECTION UNDER REG. SEC. 1.263(A)-1(F).

VOLUNTEER ESTIMATE

VOLUNTEERS PARTICIPATE FOR THE MOST PART IN THE FOOD BANK, YOUTH CENTERS IN SHAFTER AND BAKERSFIELD, HEAD START AND VOLUNTEER INCOME TAX ASSISTANCE PROGRAMS OF THE ORGANIZATION.

SCHEDULE R (Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

COMMUNITY ACTION PARTNERSHIP OF KERN

Employer identification number

95-2402760

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	(g) Section 512(b)(13) controlled entity? No
FRIENDSHIP HOUSE COMMUNITY CENTER - 95-2419401, 5005 BUSINESS PARK NORTH, BAKERSFIELD, CA 93309	COMMUNITY CENTER	CALIFORNIA	501(C)(4)		CAPK		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2020

032161 10-28-20 LHA

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

Part V **Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.		Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	1a		X
b Gift, grant, or capital contribution to related organization(s)	1b		X
c Gift, grant, or capital contribution from related organization(s)	1c		X
d Loans or loan guarantees to or for related organization(s)	1d		X
e Loans or loan guarantees by related organization(s)	1e		X
f Dividends from related organization(s)	1f		X
g Sale of assets to related organization(s)	1g		X
h Purchase of assets from related organization(s)	1h		X
i Exchange of assets with related organization(s)	1i		X
j Lease of facilities, equipment, or other assets to related organization(s)	1j		X
k Lease of facilities, equipment, or other assets from related organization(s)	1k		X
l Performance of services or membership or fundraising solicitations for related organization(s)	1l		X
m Performance of services or membership or fundraising solicitations by related organization(s)	1m		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n		X
o Sharing of paid employees with related organization(s)	1o		X
p Reimbursement paid to related organization(s) for expenses	1p		X
q Reimbursement paid by related organization(s) for expenses	1q		X
r Other transfer of cash or property to related organization(s)	1r		X
s Other transfer of cash or property from related organization(s)	1s		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	**(b)** Transaction type (a-s)	**(c)** Amount involved	**(d)** Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) NO	(k) Percentage ownership

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

2020 TAX RETURN FILING INSTRUCTIONS

CALIFORNIA FORM 199

FOR THE YEAR ENDING

February 28, 2021

Prepared for	Community Action Partnership of Kern 5005 Business Park North Bakersfield, CA 93309
Prepared by	Daniells Phillips Vaughan & Bock 300 New Stine Road Bakersfield, CA 93309
To be signed and dated by	Not Applicable
Amount of tax	Total tax $ 0.00 Less: payments and credits $ 0.00 Plus: other amount $ 0.00 Plus: interest and penalties $ 0.00 No pmt required $
Overpayment	Credited to your estimated tax $ 0.00 Other amount $ 0.00 Refunded to you $ 0.00
Make check payable to	Not applicable
Mail tax return and check (if applicable) to	This return has been prepared for electronic filing. If you wish to have it transmitted electronically to the FTB, please contact our office. We will then submit the electronic return to the FTB. Do not mail the paper copy of the return to the FTB.
Return must be mailed on or before	Not Applicable
Special Instructions	

000084 04-01-20

TAXABLE YEAR **2020**

California Exempt Organization Annual Information Return

028941 12-22-20
FORM **199**

Calendar Year 2020 or fiscal year beginning (mm/dd/yyyy) 03/01/2020 , and ending (mm/dd/yyyy) 02/28/2021 .

Corporation/Organization name: COMMUNITY ACTION PARTNERSHIP OF KERN

California corporation number: 0490460

Additional information. See instructions.

FEIN: 95-2402760

Street address (suite or room): 5005 BUSINESS PARK NORTH

PMB no.:

City: BAKERSFIELD

State: CA

ZIP code: 93309

Foreign country name | Foreign province/state/county | Foreign postal code

A First return ..... ☐ Yes ☒ No

B Amended return ..... ● ☐ Yes ☒ No

C IRC Section 4947(a)(1) trust ..... ☐ Yes ☒ No

D Final information return?
● ☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized
Enter date: (mm/dd/yyyy) ●

E Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other

F Federal return filed? (1) ● ☐ 990T (2) ● ☐ 990PF (3) ● ☐ Sch H (990) (4) ☒ Other 990 series

G Is this a group filing? See instructions ..... ● ☐ Yes ☒ No

H Is this organization in a group exemption ..... ☐ Yes ☒ No
If "Yes," what is the parent's name?

I Did the organization have any changes to its guidelines not reported to the FTB? See instructions ..... ● ☐ Yes ☒ No

J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. ..... ● ☐ Yes ☒ No

K Is the organization exempt under R&TC Section 23701g? ● ☐ Yes ☒ No
If "Yes," enter the gross receipts from nonmember sources $

L Is the organization a limited liability company? ..... ● ☐ Yes ☒ No

M Did the organization file Form 100 or Form 109 to report taxable income? ..... ● ☐ Yes ☒ No

N Is the organization under audit by the IRS or has the IRS audited in a prior year? ..... ● ☐ Yes ☒ No

O Is federal Form 1023/1024 pending? ..... ☐ Yes ☒ No
Date filed with IRS

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8 ●	1	1,422,294	00
	2	Gross dues and assessments from members and affiliates ●	2		00
	3	Gross contributions, gifts, grants, and similar amounts received STMT 1 ●	3	116,478,035	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. STMT 2 **This line must be completed.** If the result is less than $50,000, see General Information B ●	4	117,900,329	00
	5	Cost of goods sold ● 5 00			
	6	Cost or other basis, and sales expenses of assets sold ● 6 00			
	7	Total costs. Add line 5 and line 6	7		00
	8	Total gross income. Subtract line 7 from line 4 ●	8	117,900,329	00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18 ●	9	116,946,232	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8 ●	10	954,097	00
Filing Fee	11	Total payments ●	11		00
	12	Use tax. See General Information K ●	12		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11 ●	13		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12 ●	14		00
	15	Penalties and Interest. See General Information J	15		00
	16	**Balance due.** Add line 12 and line 15. Then subtract line 11 from the result ◉	16		00

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer ▶ | Title: CEO | Date | ● Telephone: 661-336-5236

Paid Preparer's Use Only

Preparer's signature ▶ | Date | Check if self-employed ▶ ☐ | ● PTIN: P01234207

Firm's name (or yours, if self-employed) and address ▶ DANIELLS PHILLIPS VAUGHAN & BOCK
300 NEW STINE ROAD
BAKERSFIELD, CA 93309

● Firm's FEIN: 95-2972229

● Telephone: 661-834-7411

May the FTB discuss this return with the preparer shown above? See instructions ..... ● ☒ Yes ☐ No

Part II **Organizations with gross receipts of more than $50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.**

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	1	00
	2	Interest	2	2,052 00
	3	Dividends	3	00
	4	Gross rents	4	71,058 00
	5	Gross royalties	5	00
	6	Gross amount received from sale of assets (See Instructions)	6	00
	7	Other income SEE STATEMENT 3	7	1,349,184 00
	8	**Total** gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	1,422,294 00
Expenses and Disbursements	9	Contributions, gifts, grants, and similar amounts paid	9	00
	10	Disbursements to or for members	10	00
	11	Compensation of officers, directors, and trustees SEE STATEMENT 4	11	426,279 00
	12	Other salaries and wages	12	32,295,661 00
	13	Interest	13	00
	14	Taxes	14	00
	15	Rents	15	5,239,655 00
	16	Depreciation and depletion (See instructions)	16	1,245,225 00
	17	Other expenses and disbursements SEE STATEMENT 5	17	77,739,412 00
	18	**Total** expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	116,946,232 00

Schedule L **Balance Sheet**

Assets	Beginning of taxable year (a)	(b)	End of taxable year (c)	(d)
1 Cash		4,294,174		7,744,471
2 Net accounts receivable		4,795,724		3,954,464
3 Net notes receivable				
4 Inventories		1,419,797		1,212,729
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock				
8 Mortgage loans				
9 Other investments				
10 a Depreciable assets	30,981,448		30,416,831	
b Less accumulated depreciation	(20,545,964	10,435,484	(21,753,279)	8,663,552
11 Land				1,776,669
12 Other assets STMT 6		442,824		600,015
13 **Total assets**		21,388,003		23,951,900
Liabilities and net worth				
14 Accounts payable		4,744,948		4,874,944
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable				
17 Mortgages payable		1,852,804		1,473,224
18 Other liabilities STMT 7		1,559,226		3,395,949
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		13,231,025		14,207,783
22 **Total liabilities and net worth**		21,388,003		23,951,900

Schedule M-1 **Reconciliation of income per books with income per return**

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than $50,000.

1 Net income per books	954,097	7 Income recorded on books this year not included in this return	
2 Federal income tax		8 Deductions in this return not charged against book income this year	
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8	
4 Income not recorded on books this year		10 Net income per return. Subtract line 9 from line 6	954,097
5 Expenses recorded on books this year not deducted in this return			
6 Total. Add line 1 through line 5	954,097		

CA 199 CASH CONTRIBUTIONS INCLUDED ON PART I, LINE 3 STATEMENT 1

CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS	DATE OF GIFT	AMOUNT
U. S. DEPT OF HEALTH & HUMAN SERVICES	PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309		44,948,367.
U. S. DEPT OF AGRICULTURE	PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309		9,329,139.
STATE OF CALIFORNIA - DEPT OF EDUCATION	PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309		10,285,303.
TOTAL INCLUDED ON LINE 3			64,562,809.

CA 199 NONCASH CONTRIBUTIONS INCLUDED ON PART I, LINE 3 STATEMENT 2

CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS
U. S. DEPT OF AGRICULTURE	PROGRAM DETAIL AVAILABLE BAKERSFIELD, CA 93309

PROPERTY DESCRIPTION	DATE OF GIFT	FMV OF GIFT	TOTAL AMOUNT
DONATED FOOD		6,071,541.	6,071,541.
TOTAL INCLUDED ON LINE 3		6,071,541.	6,071,541.

CA 199 OTHER INCOME STATEMENT 3

DESCRIPTION	AMOUNT
MISCELLANEOUS REVENUE	1,064,468.
PROGRAM AND PARENT FEES	81,856.
SHARED MAINTENANCE FEES	202,860.
TOTAL TO FORM 199, PART II, LINE 7	1,349,184.

CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 4

NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
CURTIS FLOYD 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	CHAIR 4.00	0.
FRED PLANE 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	VICE-CHAIR 4.00	0.
NILA HOGAN 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	SECRETARY 4.00	0.
JANEA BENTON 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	TREASURER 4.00	0.
MARIAN PANOS 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
MIKE MAGGARD 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
YOLANDA OCHOA 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
ANA VIGIL 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
CRAIG HENDERSON 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
GUADALUPE PEREZ 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
JIMMIE CHILDRESS 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.

JONATHAN MULLINGS 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
JOSE GURROLA 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
MARITZA JIMENEZ 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
MICHELLE JARA-RANGEL 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
JOE GARCIA 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR 4.00	0.
JEREMY TOBIAS 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	CEO 40.00	0.
TRACY WEBSTER 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	CFO 40.00	0.
YOLANDA GONZALES 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR OF HEADSTART 40.00	0.
PRITIKA RAM 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR OF ADMINSTRATION 40.00	0.
EMILIO WAGNER 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR OF OPERATIONS 40.00	0.
CARMEN SEGOVIA 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR OF HEALTH AND NUT 40.00	0.
LORRAINE CASILLAS 5005 BUSINESS PARK NORTH BAKERSFIELD, CA 93309	DIRECTOR OF FINANCE 40.00	0.
TOTAL TO FORM 199, PART II, LINE 11		0.

CA 199 OTHER EXPENSES STATEMENT 5

DESCRIPTION	AMOUNT
DONATED COMMODITIES	41,396,787.
PROGRAM COSTS	12,095,147.
INDIRECT EXPENSES	6,430,646.
CONSUMABLE SUPPLIES	2,999,002.
OTHER EMPLOYEE BENEFITS	9,200,442.
OTHER PROFESSIONAL FEES	2,410,693.
TRAVEL	264,341.
ALL OTHER EXPENSES	2,942,354.
TOTAL TO FORM 199, PART II, LINE 17	77,739,412.

CA 199 OTHER ASSETS STATEMENT 6

DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	442,824.	600,015.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	442,824.	600,015.

CA 199 OTHER LIABILITIES STATEMENT 7

DESCRIPTION	BEG. OF YEAR	END OF YEAR
ADVANCED PAYABLE	2,913.	327,594.
DEFERRED REVENUE	1,556,313.	3,068,355.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	1,559,226.	3,395,949.

CA 199 FUND BALANCES STATEMENT 8

DESCRIPTION	BEG. OF YEAR	END OF YEAR
NET ASSETS WITHOUT DONOR RESTRICTIONS	13,167,206.	14,089,292.
NET ASSETS WITH DONOR RESTRICTIONS	63,819.	118,491.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	13,231,025.	14,207,783.

022
Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR **2020**

California e-file Return Authorization for Exempt Organizations

FORM **8453-EO**

Exempt Organization name	Identifying number
COMMUNITY ACTION PARTNERSHIP OF KERN	95-2402760

Part I Electronic Return Information (whole dollars only)

1	Total gross receipts (Form 199, line 4)	1	117,900,329
2	Total gross income (Form 199, line 8)	2	117,900,329
3	Total expenses and disbursements (Form 199, line 9)	3	116,946,232

Part II Settle Your Account Electronically for Taxable Year 2020

4 ☐ Electronic funds withdrawal **4a** Amount **4b** Withdrawal date (mm/dd/yyyy)

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____

6 Account number **7** Type of account: ☐ Checking ☐ Savings

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2020 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here ▶ _____ (Signature of officer) _____ (Date) ▶ CEO (Title)

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2020 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign

ERO's signature ▶ | Date | Check if also paid preparer ☒ X | Check if self-employed ☐ | ERO's PTIN P01234207

Firm's name (or yours if self-employed) and address ▶ DANIELLS PHILLIPS VAUGHAN & BOCK
300 NEW STINE ROAD
BAKERSFIELD, CA

Firm's FEIN 95-2972229

ZIP code 93309

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Must Sign

Paid preparer's signature ▶ | Date | Check if self-employed ☐ | Paid preparer's PTIN

Firm's name (or yours if self-employed) and address ▶ | Firm's FEIN | ZIP code

For Privacy Notice, get FTB 1131 ENG/SP. FTB 8453-EO 2020

029021 11-19-20

MEMORANDUM

To: Board of Directors

From: Jerry Meade, Assistant Director ~ Program

Date: January 26, 2022

Subject: *Agenda Item V(c):* Request to Extend Period of Availability for EHS Grants – **Action Item**

The Head Start and State Child Development Division is requesting approval from the Board of Directors to submit a request to extend the period of availability of funds for our Early Head Start SJC and CCP Grants. This request aims to extend the period of time in which program can fully obligate the Early Head Start San Joaquin County (09CH011406) and Early Head Start Child Care Partnership (09HP000163) grants.

Currently, each award is scheduled to end February 28, 2022. The extension will allow program to fully obligate and liquidate funding available. Program has identified needs to support Early Head Start services. This additional time will support completing the procurement process, as well as any additional project approvals required from the Office of Head Start.

This proposal was formulated through discussions with the Region IX Office, as well as with members of our Finance/Executive team. With approval from the Board of Directors, program will submit the request in writing to extend the period of availability of funding for an addition 12 months.

Recommendation:
Staff recommends the Board of Director's approves with resolution the submission of a request to Extend the Period of Availability of funds for Early Head Start San Joaquin County (09CH011406) and Early Head Start Child Care Partnership (09HP000163) grants and authorized the Chief Executive Officer to sign the letter on behalf of the Board of Directors.

Attachments:
Intent to Consolidate HS EHS Grants Letter
Resolution #2022-02

BOARD OF DIRECTORS

Curtis Floyd, Chair
Law Offices of Curtis Floyd

Fred Plane, Vice Chair
23rd U.S. Congressional District Representative

Nila Hogan, Secretary
Head Start Policy Council Representative

Janea Benton, Treasurer
32nd State Assembly District Representative

Jimmie D. Childress
Retired Teacher / Contractor

Joe Garcia
14th State Senate District Representative

Craig Henderson
The Henderson Group

Michelle Jara-Rangel
Owens Valley Career Development Center

Maritza Jimenez
South Kern County Representative

Mike Maggard
Kern County Board of Supervisors Representative

Pastor Jonathan Mullings
Truth Tabernacle

Yolanda Ochoa
East Kern County Representative

Marian Panos
City of Bakersfield Mayor's Office Representative

Guadalupe Perez
Greater Bakersfield Representative

Ana Vigil
North Kern County Representative

Chief Executive Officer
Jeremy T. Tobias

January 26, 2022

Andrea Harvey
Region IX Program Specialist
U.S. Department of Health & Human Services Administration for Children & Families Children & Youth Development Unit
90 7th Street, Ninth Floor
San Francisco, CA 94103-6710

Re: Extend Availability of Funds

Dear Ms. Harvey,

Community Action Partnership of Kern (CAPK) is requesting to extend the period of availability of funding for our Early Head Start San Joaquin County (09CH011406) and Early Head Start Child Care Partnership (09HP000163) grants. CAPK has identified needs to support the Early Head Start Services in both Kern and San Joaquin Counties. This extension will afford CAPK with adequate time to fully obligate and liquidate available funding. CAPK is requesting an extension of 12 months.

Program staff will work closely with the regional office to ensure timely submission of any formal approval processes following the 1303 regulations when needed. The consideration of this request is greatly appreciated.

Sincerely,

Jeremy T. Tobias
Chief Executive Officer

RESOLUTION # 2022-02

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Extend Period of Availability of Early Head Start Grants

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met remotely on January 26, 2022, at a scheduled Board meeting and resolved as follows:

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

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

WHEREAS, the Head Start and State Child Development Division has requested to submit a Request to Extend Period of Availability for Early Head Start San Joaquin County (09CH011406) and Early Head Start Child Care Partnership (09HP000163) for an additional 12 months; and

WHEREAS, the Office of Head Start requires that an authorized signatory be named for the Early Head Start contracts; and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the submission of a Request to Extend Period of Availability for Early Head Start grants; 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 submission a Request to Extend Period of Availability for Early Head Start grants.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 26th day of January 2022.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Board of Directors
Vanessa Cortez
From: Vanessa Cortez, Senior Community Development Specialist

Date: January 26, 2022

Subject: *Agenda Item V(d):* Request to Approve Submission of the Fiscal Year 2022-2023 Continued Funding Application for California Department of Social Services (CDSS) Programs (CMAP, CMIG, CMSS, CCTR) – **Action Item**

The Office of Head Start requires submission of a re-funding application for the CDSS grant, due January 26, 2022. Head Start/State Child Development is requesting approval to submit an application that documents our contract types and program calendars. Funds will be used to continue the Migrant Alternative Payment, Migrant Child Care/Specialized Services, and General Child Care services. The CDSS grant will support services that are also currently funded by OHS, CDE, and USDA. With this grant, CAPK will manage the Head Start Approach to School Readiness through the application of early learning theories and practices. The funding levels for the period 07/01/2022 through 06/30/2023 are as follow:

- Migrant Alternative Payment (CMAP): $9,584,682
- Migrant Child Care (CMIG): $273,427
- Migrant Specialized Services (CMSS): $40,079
- General Child Care (CCTR): $ 3,686,435

This program supports state and county efforts to improve communities by promoting educational opportunities that enrich the lives of children and their families.

Recommendation

Staff recommends the Board of Directors approve with resolution the submission of the Fiscal Year 2022-2023 Continued Funding Application for California Department of Social Services programs.

Attachments:
CDSS 2022-2023 Continued Funding Application
CDSS 2022-2023 Resolution #2022-03

CONTINUED FUNDING APPLICATION FISCAL YEAR 2022-23

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Contractors who wish to be considered for continued funding for Fiscal Year (FY) 2022-23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Please note that contractors have no vested right to a subsequent contract. Failure to respond to this application by the noted due date shall constitute notice to the Child Care and Development Division (CCDD) of the intent to discontinue services at the end of the current contract year unless the contractor has received a written notice of extension of time from the CCDD. If this application is returned to the CCDD by the noted due date, but is not fully and accurately completed, funding for FY 2022-23, if awarded, may be delayed. Completion of this Continued Funding Application (CFA) does not guarantee a renewal of funding. Any contractors who are approved for continued funding will be expected to execute a contract with the California Department of Social Services (CDSS) and comply with all applicable federal and state laws as well as all Funding Terms and Conditions and applicable Program Requirements incorporated into the contract. Please contact your Program Quality and Improvement (PQI) Assigned Consultant if your agency does not intend to continue services. PQI Assigned Consultants may be contacted at the information on the CDSS Child Care and Development Contractor Landing web page. Please note that PQI Assigned Consultant assignments may have changed from previous fiscal years.

Instructions may be accessed on the Child Care and Development CFA Webpage.

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section I – Contractor Information	
Legal Name of Contractor:	Community Action Partnership of Kern
Contractor "Doing Business As" (DBA):	
Headquartered County:	15 Kern
Vendor Number:	Y320
Executive Director Name:	Jeremy T. Tobias
Executive Director Telephone Number:	661-336-5236 Ext. 1138
Executive Director Email Address:	jtobias@capk.org
Program Director Name:	Yolanda Gonzales
Program Director Telephone Number:	661-336-5236 Ext. 2229
Program Director Email Address:	ygonzale@capk.org
Legal Business Address:	5005 Business Park North
City:	Bakersfield
Zip Code:	93309
Mailing Address (if different from above):	
City:	
Zip Code:	
Name of Person Completing Application:	Jerry Meade
Title of Contact Person Completing Application:	Assistant Director of Head Start/ State Child Deve
Contact Person Telephone Number:	661-336-5236 Ext. 2224
Contact Person Email Address:	jmeade@capk.org

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2022-23. The contractor agrees to continue implementation of these programs with funds provided by the CDSS.

Center-Based Programs	Alternative Payment Programs
☑ General Child Care and Development (CCTR)	☐ Alternative Payment Program (CAPP)
☑ Infant/Toddler	☐ CalWORKs Stage 2 (C2AP)
☐ School-age	☐ CalWORKs Stage 3 (C3AP)
☐ Program for Special Needs (Handicapped) Children (CHAN)	☑ Migrant Alternative Payment (CMAP)
☑ Migrant Center-Based (CMIG) and Migrant Special Services (CMSS)	**Resource and Referral Programs**
	☐ Resource and Referral (CRRP)
	Family Child Care Home Programs
	☐ Family Child Care Home Education Network (CFCC)

For informational purposes only, please indicate if your agency has one of the following programs:

- ☐ CalWORKs Stage 1
- ☐ Child Care Bridge Program

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section III – Contractor's Officers and Board of Directors Information	
Does the contractor have a board of directors?	☑ Yes ☐ No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership):

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

☐ Yes ☑ No

If yes, list the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section IV – Subcontractor Certification
A. The following types of contracts do not have subcontractors (check all that apply): ☐ Alternative Payment Programs (C2AP, C3AP, CAPP, CMAP) ☑ General Child Care and Development (CCTR) ☐ Program for Special Needs (Handicapped) Children (CHAN) ☑ Migrant Center-Based (CMIG)
B. The following types of contracts do have subcontractors (check all that apply). For each contract type selected, submit a separate form CCD 30B. The form is available on the CFA web page. ☐ Alternative Payment Programs (C2AP, C3AP, CAPP, CMAP) ☐ General Child Care and Development (CCTR) ☐ Program for Special Needs (Handicapped) Children (CHAN) ☐ Migrant Center-Based (CMIG)

Signature of Contractor's Authorized Representative:	
Printed Name and Title of Contractor's Authorized Representative:	Jeremy T. Tobias, Chief Executive Officer
Date of Signature:	
Authorized Representative's Telephone Number:	661-336-5236 Ext. 1138
Authorized Representative's Email Address:	jtobias@capk.org

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section V – Contractor Certifications

INSTRUCTIONS: Please indicate "Yes" or "No" to the following as they apply to your agency. By providing a signature at the end of this section, the signer certifies and understands the following:

Personnel Certification

Applies only to agencies who are Center-Based Programs and Family Child Care Home Education Networks.

The State of California requires any contractor receiving child care and development funds, disbursed by the CDSS to employ fully qualified personnel as stipulated in California Education Code (EC); California Code of Regulations, Title 5 (5 CCR); and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher as stipulated in Welfare and Institution Code (WIC), EC, 5 CCR, and Funding Terms and Conditions. All child care staff employed in CDSS funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the CCDD.

I am a Center-Based Program or a Family Child Care Home Education Network.

☑ YES ☐ NO

Contractors with Subcontracts

Applies only to agencies with subcontracts.

I certify that the contractual arrangement(s) listed in Section IV – Subcontract Certification are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

I understand the subcontracting requirements, including competitive bidding, CDSS approval, and audit requirements in 5 CCR section 18026 et. seq.

I subcontract part of my subsidized funding.

☐ YES ☑ NO

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Board of Directors

Applies only to agencies with a Board of Directors.

I am authorized by the Contractor's Board of Directors or other governing authority to execute this CFA.

On behalf of the Contractor and its governing authority, we understand some information requested in this application is intended for use by CDSS auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDSS until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDSS nor approved, accepted or authorized by the CDSS, even if our request for continued funding by the CDSS is subsequently approved.

The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.

I have a board of directors or other governing authority to execute this CFA.

☑ YES ☐ NO

Program and Fiscal Operations

Applies to all applying agencies.

I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.

I am familiar with and will ensure that the Contractor complies with all applicable program statutes and regulations, including:

- Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in WIC 10399.
- Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR section 18033 et. seq.
- Accounting and reporting requirements in 5 CCR section 18063 et. seq.
- Operational and programmatic requirements.

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

By providing a signature at the end of this section, I certify that all of the above (pages 7 and 8) is true.

Signature of Contractor's Authorized Representative:	
Printed Name and Title of Contractor's Authorized Representative:	Jeremy T. Tobias, Chief Executive Officer
Date of Signature:	
Authorized Representative's Telephone Number:	661-336-5236 Ext. 1138
Authorized Representative's Email Address:	jtobias@capk.org

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section VI – Certification of Contractor Information in the CDMIS

Contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated information. To review the information and submit changes, log on to the CDMIS.

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for Community Action Partnership of Kern

(Contractor Name)

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for Community Action Partnership of Kern

(Contractor Name)

as of the date this certification was signed.

_____ Date Signed: _____

(Program Director/Authorized Representative Signature)

_____

(Printed Name of Program Director/Authorized Representative)

For technical assistance with CDMIS, please contact CDMIS@cde.ca.gov.

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section VII – Required Attachments
All attachments must be completed and attached to the application. These attachments are located on the CFA web page.
A. Continued Funding Application Fiscal Year 2022-23 Program Calendar (CCD 33)
B. Payee Data Record (STD. 204) (Non-public agencies only)
C. Secretary of State (Non-public agencies only)
D. Verification of School District Name and Address
E. Subcontract Certification (CCD 30B)

Contractor Name: Community Action Partnership of Kern

Vendor Number: Y320

County: 15 Kern

Section VIII – Application Checklist
Sections listed below with the asterisk (*) require a signature.

Section Number*	Section Description	Page Number	Check Box
Section I	Contractor Information	2	☑
Section II	Contract Types	3	☑
Section III	Contractor's Officers and Board of Directors Information	4 & 5	☑
Section IV*	Subcontractor Certification	6	☑
Section V*	Contractor Certifications	7-9	☑
Section VI*	Certification of Contractor Information in the CDMIS Database	10	☑
Section VII A.	Continued Funding Application Fiscal Year 2022-23 Program Calendar (CCD 33) (one for each contract type)	11	☑
Section VII B.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	11	☑
Section VII C.	Secretary of State search results (non-public agencies only)	11	☑
Section VII D.	Verification of School District Name and Address search	11	☑
Section VII E.	Subcontract Certification (CCD 30B)	Insert after page 6	☑

CONTINUED FUNDING APPLICATION PROGRAM CALENDAR FOR FISCAL YEAR 2022-23

CONTRACTOR NAME	VENDOR NUMBER	COUNTY NAME	CONTRACT TYPE
Community Action Partnership of Kern	Y320	Kern	California Center-Base

Instructions: Enter an uppercase "X" on each day your program will operate. The totals for "Days of Operation," "Quarter Subtotals," and "Total Days of Operation" will then automatically calculate. Please verify accuracy.

JULY 2022 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
					1 X	2
3	4	5 X	6 X	7 X	8 X	9
10	11 X	12 X	13 X	14 X	15 X	16
17	18 X	19 X	20 X	21 X	22 X	23
24	25 X	26 X	27 X	28 X	29 X	30
31						

AUGUST 2022 — DAYS OF OPERATION: 23

S	M	T	W	T	F	S
	1 X	2 X	3 X	4 X	5 X	6
7	8 X	9 X	10 X	11 X	12 X	13
14	15 X	16 X	17 X	18 X	19 X	20
21	22 X	23 X	24 X	25 X	26 X	27
28	29 X	30 X	31 X			

SEPTEMBER 2022 — DAYS OF OPERATION: 21

S	M	T	W	T	F	S
				1 X	2 X	3
4	5	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19 X	20 X	21 X	22 X	23 X	24
25	26 X	27 X	28 X	29 X	30 X	

FIRST QUARTER SUBTOTAL: 64

OCTOBER 2022 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
						1
2	3 X	4 X	5 X	6 X	7 X	8
9	10 X	11 X	12	13 X	14 X	15
16	17 X	18 X	19 X	20 X	21 X	22
23	24 X	25 X	26 X	27 X	28 X	29
30	31 X					

NOVEMBER 2022 — DAYS OF OPERATION: 19

S	M	T	W	T	F	S
		1 X	2 X	3 X	4 X	5
6	7 X	8 X	9 X	10 X	11	12
13	14 X	15 X	16 X	17 X	18 X	19
20	21 X	22 X	23 X	24	25	26
27	28 X	29 X	30 X			

DECEMBER 2022 — DAYS OF OPERATION: 19

S	M	T	W	T	F	S
				1 X	2 X	3
4	5 X	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19 X	20 X	21 X	22 X	23	24
25	26	27 X	28 X	29 X	30	31

SECOND QUARTER SUBTOTAL: 58

JANUARY 2023 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
1	2	3 X	4 X	5 X	6 X	7
8	9 X	10 X	11 X	12 X	13 X	14
15	16	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X	31 X				

FEBRUARY 2023 — DAYS OF OPERATION: 18

S	M	T	W	T	F	S
			1 X	2 X	3 X	4
5	6 X	7 X	8 X	9 X	10 X	11
12	13	14 X	15 X	16 X	17 X	18
19	20	21 X	22 X	23 X	24 X	25
26	27 X	28 X				

MARCH 2023 — DAYS OF OPERATION: 23

S	M	T	W	T	F	S
			1 X	2 X	3 X	4
5	6 X	7 X	8 X	9 X	10 X	11
12	13 X	14 X	15 X	16 X	17 X	18
19	20 X	21 X	22 X	23 X	24 X	25
26	27 X	28 X	29 X	30 X	31 X	

THIRD QUARTER SUBTOTAL: 61

APRIL 2023 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
						1
2	3 X	4 X	5 X	6 X	7 X	8
9	10 X	11 X	12 X	13 X	14 X	15
16	17 X	18 X	19 X	20 X	21 X	22
23	24 X	25 X	26 X	27 X	28 X	29
30						

MAY 2023 — DAYS OF OPERATION: 22

S	M	T	W	T	F	S
	1 X	2 X	3 X	4 X	5 X	6
7	8 X	9 X	10 X	11 X	12 X	13
14	15 X	16 X	17 X	18 X	19 X	20
21	22 X	23 X	24 X	25 X	26 X	27
28	29	30 X	31 X			

JUNE 2023 — DAYS OF OPERATION: 21

S	M	T	W	T	F	S
				1 X	2 X	3
4	5 X	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19	20 X	21 X	22 X	23 X	24
25	26 X	27 X	28 X	29 X	30 X	

FOURTH QUARTER SUBTOTAL: 63

TOTAL DAYS OF OPERATION: 246

IF THERE ARE CHANGES TO THE MINIMUM DAYS OF OPERATION (MDO), PLEASE EXPLAIN WHY.

There is a decrease in days of operation for FY 22-23. The total days will be 246. The change is simply due to how CAPK holidays landed this fiscal year.

CCDD CONSULTANT INITIALS (FOR CDSS USE ONLY)	
DATE APPROVED BY CCDD CONSULTANT (FOR CDSS USE ONLY)	

CONTINUED FUNDING APPLICATION PROGRAM CALENDAR FOR FISCAL YEAR 2022-23

CONTRACTOR NAME	VENDOR NUMBER	COUNTY NAME	CONTRACT TYPE
Community Action Partnership of Kern	Y320	Kern	Migrant, Center-Based

Instructions: Enter an uppercase "X" on each day your program will operate. The totals for "Days of Operation," "Quarter Subtotals," and "Total Days of Operation" will then automatically calculate. Please verify accuracy.

JULY 2022 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
					1 X	2
3	4	5 X	6 X	7 X	8 X	9
10	11 X	12 X	13 X	14 X	15 X	16
17	18 X	19 X	20 X	21 X	22 X	23
24	25 X	26 X	27 X	28 X	29 X	30
31						

AUGUST 2022 — DAYS OF OPERATION: 23

S	M	T	W	T	F	S
	1 X	2 X	3 X	4 X	5 X	6
7	8 X	9 X	10 X	11 X	12 X	13
14	15 X	16 X	17 X	18 X	19 X	20
21	22 X	23 X	24 X	25 X	26 X	27
28	29 X	30 X	31 X			

SEPTEMBER 2022 — DAYS OF OPERATION: 21

S	M	T	W	T	F	S
				1 X	2 X	3
4	5	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19 X	20 X	21 X	22 X	23 X	24
25	26 X	27 X	28 X	29 X	30 X	

FIRST QUARTER SUBTOTAL: 64

OCTOBER 2022 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
						1
2	3 X	4 X	5 X	6 X	7 X	8
9	10 X	11 X	12	13 X	14 X	15
16	17 X	18 X	19 X	20 X	21 X	22
23	24 X	25 X	26 X	27 X	28 X	29
30	31 X					

NOVEMBER 2022 — DAYS OF OPERATION: 19

S	M	T	W	T	F	S
		1 X	2 X	3 X	4 X	5
6	7 X	8 X	9 X	10 X	11	12
13	14 X	15 X	16 X	17 X	18 X	19
20	21 X	22 X	23 X	24	25	26
27	28 X	29 X	30 X			

DECEMBER 2022 — DAYS OF OPERATION: 19

S	M	T	W	T	F	S
				1 X	2 X	3
4	5 X	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19 X	20 X	21 X	22 X	23	24
25	26	27 X	28 X	29 X	30	31

SECOND QUARTER SUBTOTAL: 58

JANUARY 2023 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
1	2	3 X	4 X	5 X	6 X	7
8	9 X	10 X	11 X	12 X	13 X	14
15	16	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X	31 X				

FEBRUARY 2023 — DAYS OF OPERATION: 18

S	M	T	W	T	F	S
			1 X	2 X	3 X	4
5	6 X	7 X	8 X	9 X	10 X	11
12	13	14 X	15 X	16 X	17 X	18
19	20	21 X	22 X	23 X	24 X	25
26	27 X	28 X				

MARCH 2023 — DAYS OF OPERATION: 23

S	M	T	W	T	F	S
			1 X	2 X	3 X	4
5	6 X	7 X	8 X	9 X	10 X	11
12	13 X	14 X	15 X	16 X	17 X	18
19	20 X	21 X	22 X	23 X	24 X	25
26	27 X	28 X	29 X	30 X	31 X	

THIRD QUARTER SUBTOTAL: 61

APRIL 2023 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
						1
2	3 X	4 X	5 X	6 X	7 X	8
9	10 X	11 X	12 X	13 X	14 X	15
16	17 X	18 X	19 X	20 X	21 X	22
23	24 X	25 X	26 X	27 X	28 X	29
30						

MAY 2023 — DAYS OF OPERATION: 22

S	M	T	W	T	F	S
	1 X	2 X	3 X	4 X	5 X	6
7	8 X	9 X	10 X	11 X	12 X	13
14	15 X	16 X	17 X	18 X	19 X	20
21	22 X	23 X	24 X	25 X	26 X	27
28	29	30 X	31 X			

JUNE 2023 — DAYS OF OPERATION: 21

S	M	T	W	T	F	S
				1 X	2 X	3
4	5 X	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19	20 X	21 X	22 X	23 X	24
25	26 X	27 X	28 X	29 X	30 X	

FOURTH QUARTER SUBTOTAL: 63

TOTAL DAYS OF OPERATION: 246

IF THERE ARE CHANGES TO THE MINIMUM DAYS OF OPERATION (MDO), PLEASE EXPLAIN WHY.

There is a decrease in days of operation for FY 22-23. The total days will be 246. The change is simply due to how CAPK holidays landed this fiscal year.

CCDD CONSULTANT INITIALS (FOR CDSS USE ONLY)	
DATE APPROVED BY CCDD CONSULTANT (FOR CDSS USE ONLY)	

CONTINUED FUNDING APPLICATION PROGRAM CALENDAR FOR FISCAL YEAR 2022-23

CONTRACTOR NAME	VENDOR NUMBER	COUNTY NAME	CONTRACT TYPE
Community Action Pai	Y320	Kern	Migrant Alternative Pay

Instructions: Enter an uppercase "X" on each day your program will operate. The totals for "Days of Operation," "Quarter Subtotals," and "Total Days of Operation" will then automatically calculate. Please verify accuracy.

JULY 2022 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
					1 X	2
3	4	5 X	6 X	7 X	8 X	9
10	11 X	12 X	13 X	14 X	15 X	16
17	18 X	19 X	20 X	21 X	22 X	23
24	25 X	26 X	27 X	28 X	29 X	30
31						

AUGUST 2022 — DAYS OF OPERATION: 23

S	M	T	W	T	F	S
	1 X	2 X	3 X	4 X	5 X	6
7	8 X	9 X	10 X	11 X	12 X	13
14	15 X	16 X	17 X	18 X	19 X	20
21	22 X	23 X	24 X	25 X	26 X	27
28	29 X	30 X	31 X			

SEPTEMBER 2022 — DAYS OF OPERATION: 21

S	M	T	W	T	F	S
				1 X	2 X	3
4	5	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19 X	20 X	21 X	22 X	23 X	24
25	26 X	27 X	28 X	29 X	30 X	

FIRST QUARTER SUBTOTAL: 64

OCTOBER 2022 — DAYS OF OPERATION: 21

S	M	T	W	T	F	S
						1
2	3 X	4 X	5 X	6 X	7 X	8
9	10 X	11 X	12 X	13 X	14 X	15
16	17 X	18 X	19 X	20 X	21 X	22
23	24 X	25 X	26 X	27 X	28 X	29
30	31 X					

NOVEMBER 2022 — DAYS OF OPERATION: 19

S	M	T	W	T	F	S
		1 X	2 X	3 X	4 X	5
6	7 X	8 X	9 X	10 X	11	12
13	14 X	15 X	16 X	17 X	18 X	19
20	21 X	22 X	23 X	24	25	26
27	28 X	29 X	30 X			

DECEMBER 2022 — DAYS OF OPERATION: 19

S	M	T	W	T	F	S
				1 X	2 X	3
4	5 X	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19 X	20 X	21 X	22 X	23	24
25	26	27 X	28 X	29 X	30	31

SECOND QUARTER SUBTOTAL: 59

JANUARY 2023 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
1	2	3 X	4 X	5 X	6 X	7
8	9 X	10 X	11 X	12 X	13 X	14
15	16	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X	31 X				

FEBRUARY 2023 — DAYS OF OPERATION: 17

S	M	T	W	T	F	S
			1 X	2 X	3 X	4
5	6 X	7 X	8 X	9 X	10 X	11
12	13 X	14 X	15 X	16 X	17 X	18
19	20	21 X	22 X	23 X	24 X	25
26	27 X	28 X				

MARCH 2023 — DAYS OF OPERATION: 22

S	M	T	W	T	F	S
			1 X	2 X	3 X	4
5	6 X	7 X	8 X	9 X	10 X	11
12	13 X	14 X	15 X	16 X	17 X	18
19	20 X	21 X	22 X	23 X	24 X	25
26	27 X	28 X	29 X	30 X	31 X	

THIRD QUARTER SUBTOTAL: 59

APRIL 2023 — DAYS OF OPERATION: 20

S	M	T	W	T	F	S
						1
2	3 X	4 X	5 X	6 X	7 X	8
9	10 X	11 X	12 X	13 X	14 X	15
16	17 X	18 X	19 X	20 X	21 X	22
23	24 X	25 X	26 X	27 X	28 X	29
30						

MAY 2023 — DAYS OF OPERATION: 22

S	M	T	W	T	F	S
	1 X	2 X	3 X	4 X	5 X	6
7	8 X	9 X	10 X	11 X	12 X	13
14	15 X	16 X	17 X	18 X	19 X	20
21	22 X	23 X	24 X	25 X	26 X	27
28	29	30 X	31 X			

JUNE 2023 — DAYS OF OPERATION: 21

S	M	T	W	T	F	S
				1 X	2 X	3
4	5 X	6 X	7 X	8 X	9 X	10
11	12 X	13 X	14 X	15 X	16 X	17
18	19	20 X	21 X	22 X	23 X	24
25	26 X	27 X	28 X	29 X	30 X	

FOURTH QUARTER SUBTOTAL: 63

TOTAL DAYS OF OPERATION: 245

IF THERE ARE CHANGES TO THE MINIMUM DAYS OF OPERATION (MDO), PLEASE EXPLAIN WHY.

There is a decrease of three days. For FY 22-23 the total days of operation will be 245 days. The change is simply due to how the holidays landed this fiscal year.

CCDD CONSULTANT INITIALS (FOR CDSS USE ONLY)
DATE APPROVED BY CCDD CONSULTANT (FOR CDSS USE ONLY)

RESOLUTION # 2022-03

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2022-2023 California Department of Social Services Continued Funding Application

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on January 26, 2022, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

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

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

WHEREAS, program is requesting to submit to submit the California Department of Social Services continued funding application for Migrant Child Care (CMIG), General Child Care (CCTR), Migrant Specialized Services (CMSS) and Migrant Alternative Payment (CMAP);and

WHEREAS, the Head Start and State Child Development Division is requesting a maximum funding amount of $13,583,623 in annual funding; and

WHEREAS, the California Department of Social Services requires that an authorized signatory be named for the refunding application: and

NOW, THEREFORE, be it resolved that CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer to act on behalf of the Board as CAPK's representative signatory with regard to the CDSS Continued Funding Application.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 26th day of January 2022.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Date: January 26, 2022

Subject: *Agenda Item V(e):* Kern Community College District (KCCD) Employment Training Panel Agreement – **Action Item**

Community Action Partnership of Kern (CAPK) is partnering with the Kern Community College District (KCCD) on a reimbursement training program through the State titled Employment Training Panel. KCCD operates a Contract and Community Education Program, which provides training and workshops for interested agencies and businesses. The term of this Agreement was made effective December 17, 2021, and extends through December 16, 2023[1].

This partnership will allow our agency (and like non-profits) to receive funding to train existing, full-time staff (35+ hours per week) and/or individuals who gain employment with our agency post training. A qualifier for reimbursement is that the person trained must retain employment 90 days post training and make at least $16.62/hour. It is a minimum of 8 hours and a maximum of 200 hours for the training. This applies to all staff with the exception of direct reports to the Chief Executive Officer. For eligible training conducted by providers other than KCCD which generates Employment Training Panel reimbursement to KCCD, KCCD will reimburse Community Action Partnership of Kern $14.00 per hour for each hour of reimbursement received. Total reimbursement not to exceed $75,000.00.

Staff have identified eligible training programs shared among Programs and Administration that are program specific training, such as Head Start, First 5 training on ACES and trauma informed care, and training related to Results Oriented Management & Accountability and Patient Centered Data Driven cohorts. ROMA.

This activity is aligned with the 2021-25 Strategic plan, specifically Goal 4: CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results, 4.1 and 4.2. However, this type of opportunity allows us to potentially extend activities to clients through Goal 3: Advance economic empowerment and financial stability for low-income people in the communities we serve, as applicable. The reimbursement fees will be applied for agency investments on professional development, trainings, planning tools, including researching a learning management system to further support activities outlined in the Strategic Plan and training automation.

Recommendation
Staff recommends the Board of Directors approve the Employment Training Panel agreement with the Kern Community College District (KCCD) and authorize the Chief Executive Officer to sign the agreement on behalf of the Agency and to execute any amendments to the agreement over the agreement term.

Attachment:
Kern Community College District - Employment Training Panel (ETR) Contract

[1] Note: CAPK received this contract by KCCD on Tuesday, January 18, 2022.



Bakersfield College
Cerro Coso Community College
Porterville College

AGREEMENT FOR SERVICES #_____
KERN COMMUNITY COLLEGE DISTRICT
ECONOMIC AND WORKFORCE DEVELOPMENT PROGRAMS
CONTRACT EDUCATION & COMMUNITY SERVICES

This Agreement for Services is entered into between the Kern Community College District ("KCCD"), and, Community Action Partnership of Kern effective December 17, 2021.

RECITALS

This Agreement is based on the following facts and understandings of the parties:

Provides employment related training and workshops.

A. The KCCD operates a Contract and Community Education Program, which provides training and workshops for interested agencies and businesses.

B. Community Action Partnership of Kern is in need of training or other services offered by KCCD. The parties have reached agreement for the furnishing and receipt of materials and services as described in this Agreement.

TERMS

Based on the Recitals and the mutual promises contained in this Agreement, the parties agree as follows:

1. Scope of Services. The nature and scope of services to be provided by KCCD under this Agreement are set forth in Attachment A and incorporated by reference as though fully set forth in this Agreement.

2. Term. The term of this Agreement begins December 17, 2020 and extends through the following date: December 16, 2023, unless the parties mutually agree in writing to extend the term.

3. Contract Price and Payment. In exchange for the materials and/or services provided under this Agreement, Community Action Partnership of Kern shall assist KCCD to submit training records on behalf of Community Action Partnership of Kern employees to the Employment Training Panel for reimbursement and shall ensure that employees sign rosters and complete the training and retention period required by the Employment Training Panel to make the training eligible for reimbursement as specified in the attachment.
Community Action Partnership of Kern acknowledges that only employees with valid social security numbers are eligible for training reimbursement. In compliance with the Family Educational Rights and Privacy Act (FERPA), Kern Community College District will only utilize employee social security numbers to report to the Employment Training Panel for the purposes of seeking training reimbursement.

Community Action Partnership of Kern will ensure that a minimum number of employees will complete the KCCD provided training and continue full-time employment for the 90 day retention period required by the Employment Training Panel. In the event that the actual number of employees completing training and earning Employment Training Panel reimbursement falls below the class minimums as specified in Attachment A, Community Action Partnership of Kern will pay to KCCD based on the shortfall as specified in Attachment A. KCCD will invoice Community Action Partnership of Kern after the 90 day retention period if payment is due because of a shortfall in the number of employees eligible for Employment Training Panel reimbursement. Community Action Partnership of Kern shall make payment to KCCD within 30 days of receipt of an invoice.

For eligible training conducted by providers other than KCCD which generates Employment Training Panel reimbursement to KCCD, KCCD will reimburse Community Action Partnership of Kern $14.00 per hour for each hour of reimbursement received. In no case will KCCD be liable for reimbursement for employees for whom the Employment Training Panel does not reimburse KCCD. Total reimbursement not to exceed $75,000.00.

4. General Provisions of this Agreement. The parties agree to abide by the following General Provisions of this Agreement.

GENERAL PROVISIONS OF THIS AGREEMENT

5. Indemnification and Insurance

(a) Indemnification To the fullest extent permitted by applicable law, each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors, shareholders, partners, directors, representatives and assigns (the “Indemnified Parties”)) from and against any and all claims incurred or asserted against the Indemnified Party arising out of or otherwise in connection with the Party’s willful misconduct, negligent performance under or breach of this Agreement. For purposes of this Agreement, “Claim” shall mean claims, actions, damages, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. In no circumstances will the District be liable for damages greater than $2 million.

(b) Insurance Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than $1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than $1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

6. Status of Parties.

Community Action Partnership of Kern and KCCD agree that KCCD, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. KCCD shall be free to contract for similar services to be performed for other employers while under contract with Community Action Partnership of Kern. KCCD will not accept such engagements which interfere with performance under this Agreement. KCCD is not entitled to participate in any pension plan, insurance, bonus or similar benefits Community Action Partnership of Kern provides for its employees.

Any employees or assistants retained by KCCD shall be the responsibility of KCCD and not of Community Action Partnership of Kern. KCCD shall determine the means and methods for carrying out the work to achieve the result required by Community Action Partnership of Kern. KCCD shall determine the hours during which the service shall be performed and the sequence of tasks. Nothing in this Agreement shall prohibit KCCD from taking on other jobs or performing services for other entities, so long as KCCD can perform the work necessary to carry out this Agreement.

7. Termination.

Either party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.

8. Miscellaneous.

A. Entire Agreement. This Agreement, including the Attachments, constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the services described in the Recitals. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by both parties.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

E. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

Community Action Partnership of Kern **By**_____ **Jeremy T. Tobias** **Chief Executive Officer** Community Action Partnership of Kern 5005 Business Park North Bakersfield CA 93309 Copy to: Company Name: _____ Address:_____ City:_____State: Zip Code: _____ Attn: _____ **Dated:** _____	**KERN COMMUNITY COLLEGE DISTRICT** **By** _____ **Arlitha Harmon, Ph.D.** **Interim, Chief Financial Officer** Kern Community College District 2100 Chester Avenue Bakersfield CA 93301 **Dated:** _____

For Office Use Only:

Foapal:_____
Term:_____
Not to Exceed: _____

ATTACHMENT A
SCOPE OF SERVICES & PRICING

KERN COMMUNITY COLLEGE DISTRICT will provide the following training for
Community Action Partnership of Kern

ETP Reimbursement Class

Class	Dates	Time	Total Hours	Student Minimum	Student Maximum	Sessions	Pricing
TBD	TBD	TBD	TBD	1	20	1	TBD
TOTAL							TBD

Approved curriculum: Business Skills, Commercial Skills, Computer Skills, Continuous Improvement, Hazardous Materials, Literacy Skills, Job Readiness Skills, Management Skills, Manufacturing Skills, and Medical Skills – Business Skills, Medical Skills - Didactic.

Community Action Partnership of Kern will have no financial obligation for any class which is not held. Class pricing includes all materials. Maximum and minimum number of students are listed in the above table. KCCD will submit rosters for reimbursement to Employment Training Panel. If 10 or more students per class complete the listed hours of training and stay employed full-time with Community Action Partnership of Kern for 90 days following the completion of training making their training eligible for reimbursement, Community Action Partnership of Kern will not have any fees to pay to KCCD. If the actual number of trainees is less than 10 per class for whom KCCD receives reimbursement, then Community Action Partnership of Kern must pay $14 per trainee per hour for each student below the minimum per class hour. KCCD will not start a class with fewer than the minimum students without receiving prior written approval from Community Action Partnership of Kern.

Example: If only 7 trainees complete their Leadership training and stay employed full-time with Community Action Partnership of Kern and qualify for Employment Training Panel reimbursement, Community Action Partnership of Kern will owe KCCD $1,848. (3 trainees below threshold times $14 cost per hour times 44 hours per trainee).

For training conducted for Community Action Partnership of Kern employees by providers other than KCCD which qualifies for and generates reimbursement to KCCD from the Employment Training Panel, KCCD will reimburse $14.00 eligible training hour. In no case will KCCD be liable for reimbursing Community Action Partnership of Kern for any employees for whom KCCD does not receive reimbursement. KCCD agrees to pay Community Action Partnership of Kern based on Employment Training Panel (ETP) client and trainee qualifications and definitions as detailed in the attached Exhibit "C", Employment Training Panel training subcontract with the KCCD.
Community Action Partnership of Kern must get written approval from the KCCD prior to the start of training which approves each specific client for training, the specific training to be offered, the number of hours of training, and the job class for reimbursement. Community Action Partnership of Kern will invoice KCCD at the completion of training for an approved client. KCCD will reimburse Community Action Partnership of Kern in an amount up to and not to exceed $75,000 based on the total hours of training completed by eligible trainees and the pre-determined Job Class.
reimbursement for training completed is asfollows:

Designation of clients' qualification for reimbursement (Job 2) will be based on Employment Training Panel qualifications included in the attached contract and will be agreed upon prior to the start of training.

Community Action Partnership of Kern must submit all required class roster sign-in sheets, utilizing approved forms, to KCCD prior to invoicing. The KCCD will make reasonable good faith efforts to pay all compensation due to Community Action Partnership of Kern within thirty (30) days of completion of Community Action Partnership of Kern's training and retention hereunder and the KCCD's receipt of a properly completed invoice from Community Action Partnership of Kern. Community Action Partnership of Kern further agrees that the KCCD will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Community Action Partnership of Kern to KCCD within sixty (60) days of completion of training.

Other Consideration/Notes:
As stipulated in items 5.3 and 5.4 of Agreement ET22-0180 between The KCCD and Employment Training Panel, the following information is provided to comply with these requirements.

Company Name:	Community Action Partnership of Kern
Address:	5005 Business Park North
City, State, Zip Code:	Bakersfield CA 93309
Contact Person:	Jeremy T. Tobias
Title:	Chief Executive Officer
Phone Number:	661-336-5236
E-mail address:	jtobias@capk.org
Type of Service:	Training
Amount of Service(s):	$75,000.00
Term of Agreement:	December 17, 2021 – December 16, 2023

Exhibit C: Subcontracts

1. The Employment Training Panel (ETP) is not a party to this Agreement. ETP is not obligated in any manner for any liability that may arise out of this Agreement. No third party relationship is intended or created with ETP under this Agreement.

2. Consultant agrees that ETP has the right, during normal business hours, to examine or audit any and all records, books, papers and documents related to the delivery of services, including all accounting source payroll documents, under this Agreement to the extent ETP deems necessary.

3. Consultant agrees that ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement with or without the Consultant's presence. In particular, Consultant agrees that ETP has the right to interview trainees, trainers andtraining personnel.

4. Consultant agrees to maintain all records and other writings that pertain to the delivery of services under this Agreement for a period of no less than 4 years from termination or 3 years from Fiscal Closeout, whichever is later. This does not relieve Contractor of its responsibility under the ETP Agreement.

5. This Agreement shall be governed by the laws of the State of California. If ETP is named as a party in litigation, arbitration or other proceedings in connection with this Agreement, the exclusive venue and place of jurisdiction will be the County of Sacramento in the State of California.

6. In the event of any conflict or inconsistency between the terms of this Agreement and the ETP Agreement, the latter shall govern and prevail.

7. In no event shall the administrative fees paid under this Agreement with ETP funds exceed 13% of payment earned for Retraining or 20% of payment earned for New-Hire training. As used herein, "payment earned" means the amount of reimbursement the Contractor is entitled to retain based on ETP Fiscal Closeout. [Section 4400(r).]

Note: These provisions must be incorporated into any Agreement (subcontract) between Contractor and a consultant for administration of the ETP-funded training project. These provisions need not be used verbatim, but any variation must be approved by the ETP Legal Office. Contractor means the party that holds the contract and Consultant means the party that is responsible for administrative services.

MEMORANDUM

To: Board of Directors

From: Lisa Gonzales, Program Governance Coordinator

Date: January 26, 2022

Subject: *Agenda Item VII(a)*: January Policy Council Report – **Action Item**

The Policy Council met on two occasions since the Board of Directors last convened. The first meeting of the 2021-2022 term was conducted on November 23, 2021 with a subsequent meeting held on December 21, 2021; quorum was established on both occasions. The meetings were held via teleconference as per California Governor Executive Order N-25-20.

Action items voted on and approved by the Council during the above noted meeting dates included the nomination and election of Policy Council Executive Board members as well as the election of members to various committees as outlined in the Policy Council Bylaws. Members voted and approved candidate Nila Hogan as Policy Council Community Representative. Additionally, meeting dates and times for the current term were approved as well. Policy Council meetings will be conducted at 5:30 p.m. on the fourth Tuesday of the month.

The next Policy Council meeting is scheduled for February 22, 2022.

Recommendation:
The Policy Council requests Board approval of the January Report and the Policy Council meeting minutes from November 23, 2021 and December 17, 2021.

Attachments:
Policy Council Meeting Minutes from November 23, 2021
Policy Council Meeting Minutes from December 21, 2021.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES
November 23, 2021
Teleconference ID: 667 150 891#
Per Governor's Executive Order N-25-20

1. **Call to Order**
   Andrea Martinez called the meeting to order at 5:37 p.m.
   a. Ms. Martinez conducted roll call; quorum was established.
   Policy Council Members Present: Angelica Alvarez, Dominique Bassi, Monique Davis, Isabelle Diaz, Andrea Martinez, Ashely McAllister, Jasmine Ponce, Pablo Reyes

2. **Public Comments**
   The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the Policy Council will take no action other than that referring the item(s) to staff for study and analysis. ***Speakers are limited to three minutes each****. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.*
   None

3. **Standing Committee Reports**
   a. School Readiness Committee
   b. Planning Committee
   c. Budget & Finance Committee
   d. Bylaws Committee
   There were no committee reports as standing committees have not yet been established.

4. **Presentations**
   There were not presentations made.

5. **Consent Agenda** ***ACTION**
   The Consent Agenda consists of items that are considered routine and non-controversial. These items are approved in one motion unless a member of the Council or the public requests removal of a particular item. If comment or discussion is requested, the item will be removed from the Consent Agenda and will be considered in the order listed.

   a. Policy Council Meeting Minutes – October 23, 2021 (English/Spanish)
   b. Budget & Finance Minutes – October 19, 2021
   c. Kern Head Start Budget vs. Actual Expenditures, March 1, 2021, to October 31, 2021
   d. Kern Early Head Start Budget vs. Actual Expenditures, March 1, 2021, to October 31, 2021
   e. San Joaquin Early Head Start Budget vs. Actual Expenditures, February 1, 2021, to October 31, 2021
   f. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures, March 1, 2021, to October 31, 2021
   g. American Rescue Funding Expenditures April 1, 201 to October 31, 2021
   h. Parent Local Travel & Childcare through October 31, 2021
   i. Parent Activity Funds through October 31, 2021
   j. Kern Head Start and Early Head Start Non-Federal Report, March 1, 2021, to October 31, 2021
   k. San Joaquin Early Head Start Non-Federal Report, March 1, 2021, to October 31, 2021
   l. Head Start Program Review Evaluation (PRE) Report – October
   m. Head Start Recruitment Flyer
   n. Home Visiting Program Flyer
   o. Monthly Parent Trainings with Dr. Kirk – Head Start Wellness
   p. Children's Mobile Clinic – November 2021 (English/Spanish)
   q. Growing Brain Parent Café – December 8, 2021, Community Connection for Child Care
   r. Holiday Tips – Centers for Disease Control and Prevention (English/Spanish)

s. Valley Build Pre-Apprenticeship Readiness Program – America's Job Center
t. Executive Officer Roles and Responsibilities
u. Policy Council Subcommittee Functions
Motion was made by Isabelle Diaz to approve consent items (a) through (u); seconded by Andrea Martinez. Motion carried unanimously.

6. <u>New Business</u> ***ACTION**

a. Election of Community Representative Nila Hogan
Nila shared a bit about herself and provided members a brief background on her experience as a former Policy Council representative, as well as a past parent. She noted her children graduated from the Head Start program two years ago. Nila strongly believes in the program and what it has to offer. She also shared her community involvement, stating that she runs a domestic violence non-profit program and works heavily with children. Nila shared she is informed of many events taking place throughout the community that she can bring forth and share with members. Nila stated she has a strong desire to serve and would appreciate the opportunity to serve another term on Policy Council. Motion was made by Dominique Bassi to elect Nila Hogan as Policy Council Community Representative; seconded by Ashely McAllister. Motion carried unanimously.

b. Nomination and election of Policy Council Chairperson
An overview of the roles and responsibilities of this position were reviewed with members and the floor was open for nominations. Isabelle Diaz made a motion to nominate Andrea Martinez for the position of Chairperson. With no other nominations nor interest from others Andrea accepted. Motion was seconded by Monique Davis; motion carried unanimously.

c. Nomination and election of Policy Council Vice-Chairperson
The duties of vice-chairperson were discussed with members. Isabelle Diaz self-nominated for this position, with a subsequent motion made. Motion was seconded by Ashley McAllister; motion carried unanimously.

d. Nomination and election of Policy Council Secretary
Monique Davis self-nominated for the position of Policy Council Secretary, with a motion by Isabelle Diaz and second by Jasmine Ponce. Motion carried unanimously.

e. Nomination and election of Policy Council Treasurer
A request was made for nomination for the position of Treasurer. Ashley McAllister self-nominated for this position with a second made by Monique Davis. Motion carried unanimously.

f. Nomination and election of Parliamentarian
Nominations were open for the position of Policy Council Parliamentarian. The roles and responsibilities of such were reviewed with no interest at this time. It was noted this item would be tabled for the next scheduled Policy Council meeting.

g. Nomination and election of Budget & Finance Committee Members (6 vacancies)
Heather McCarley, Finance Administrator, and staff sponsor for the Policy Council Budget & Finance Committee provided an overview of the items presented to the committee for discussion and review. These items include but are not limited to costs of the program and comparing where we are with our budget and any other items pertaining to expenditures related to program needs. Heather also shared that Ashley (McAllister) served on the Budget & Finance Committee during the previous term and adding that all information is presented to the committee with an opportunity for question and answers to have a better understanding of the information shared. The floor was open for nominations to serve on the Budget & Finance Committee with a self-nomination and motion made by Jasmine Ponce; seconded by Pablo Reyes. Motion carried unanimously.

h. Nomination and election of Planning Committee Members (6 vacancies)
Robert Espinosa, Program Design and Management Administrator and staff sponsor of the Policy Council Planning Committee shared information with members about the committee. He shared the meeting schedule (the committee meets once a month) and he spoke to the various documents that would be reviewed by the Planning Committee. These documents include information regarding but not limited to program enrollment numbers, meal count information and more. Upon conclusion of the overview, nominations were open for members interested in serving on the Planning Committee. It was clarified that as Policy Vice-Chairperson one of the roles and responsibility (for Isabelle Diaz) is chairperson of the Planning Committee.

Nila Hogan self-nominated and made a motion to serve on the Planning Committee. The motion was seconded by Ashley McAllister. Motion carried unanimously.

i. Request for approval of proposed Policy Council Meeting dates and times

It was pointed out the proposed meeting dates and time for the balance of the Policy Council Meetings was located in the meeting packet. It was shared that the proposed schedule indicates meetings will be held on the fourth Tuesday of each month with an exception occurring in December due to the Christmas holiday; the proposed time is 5:30 p.m. Motion made to approve the Policy Council proposed meeting schedule by Pablo Reyes; seconded by Isabelle Diaz. Motion carried unanimously.

7. <u>Standing Reports</u>

a. Program Governance – Lisa Gonzales, Program Governance Coordinator

Lisa welcomed everyone to the first meeting of the new term and thanked them for their time. She also reminded members to return the required Policy Council forms sent to them and added there will be a new member training conducted soon as the Executive Board was elected this evening. Lisa also reminded members they must serve on a minimum of one subcommittee and noted that elections will take place next month for representation on all committees. The Policy Council committee assignments as related to the Executive Board positions were reiterated. It was noted the Vice-Chairperson is the chairperson of the Planning Committee, the treasurer is the Chairperson of the Budget & Finance Committee, and the secretary is the chairperson of the School Readiness Committee. In closing Lisa again thanked members for their time and wished them a safe and happy Thanksgiving.

b. Early Head Start San Joaquin – Nicole Nino, EHS San Joaquin, Family Engagement Specialist & Home Base Coordinator

Nicole welcomed and congratulated new members to Policy Council. She shared that the monthly Pyramid Model S'more was sent in early November which included exemplary videos and parent handouts. The newsletter has had 305 views to date. The monthly father, family engagement activity was, the sharing of a family recipe. Parent comments were also highlighted, some of which Nicole shared with members, in which families shared what they were thankful for. The November food experience is pumpkin time. Facilitated by staff, children will explore all aspects of a pumpkin and talk about the different textures, colors, and smells. Children will also get to plant the pumpkin seeds, water the soil and observe the growth of the seedlings.

c. Early Head Start Partnership – Nicole Callahan, EHS Partnership Coordinator

Policy Council member Jasmine Ponce provided the Early Head Start Partnership report. The virtual training for partner staff which began in September concluded on November 6, 2021. Training topics covered music and movement, curriculum implementation as well as male involvement and more. There was a total of 10 participants, all of whom received professional growth certificates as well as "swag bags" containing materials for home and/or school use. The parent empowerment training, *Parent on a Mission* is expected to launch in January 2022. This is a six-week course which offers topics of parental personal growth, discipline, and respect and authority. This virtual training is facilitated by Family Advocates and is held in the evening to accommodate parents' busy schedules. To date Family Advocates have provided approximately 346 resources and have registered over 30 partnership families with ReadyRosie.

d. Board of Directors – Jimmie Childress, CAPK Board Member

Program Governance Coordinator, Lisa Gonzales shared information on behalf of board member Childress. Information shared is reflective of the October 27, 2021 Board of Director's meeting. During this meeting there was a variety of action items presented to the board, including but not limited to a new COVID-10 mandate policy for employees along with a supplemental compensation time offered, a budget revision for Early Head Start San Joaquin as well as a Cost-of-Living Adjustment (COLA) for the Early Child Care Partnership. Reports shared with the Board of Directors included the CAPK Foundation report as well as the Policy Council report. CAPK Chief Executive Officer Jeremy Tobias provided a verbal report to the Board of Director's regarding COVID-19 as it relates to agency employee cases. He also discussed the potential of returning to in person meetings. The last Board of Director's meeting was held on November 17, 2021.

e. **Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director**
Yolanda greeted and welcomed members to this new term of Policy Council. She expressed excitement at the opportunity to work together in this shared decision-making process of the program. Yolanda added that members will learn so much. She also thanked those returning members for continuing their commitment and helping to ensure we are providing high quality services to our families and children. Yolanda thanked members for the commitment they've made and stated she is looking forward to working together in 2022. She also expressed gratitude to newly elected Policy Council Executive Officers for taking on these roles. In closing Yolanda wished everyone a very happy and blessed Thanksgiving.

8. **Policy Council Chairperson Report**
Andrea thanked members for electing her as Policy Council Chairperson for a second term.

9. **Policy Council Member Comments**
Members were provided an opportunity to share comments if they so desired. Isabelle Diaz expressed thanks as did Ashley McAllister for her second term on the Council and as Policy Council Treasurer. Jasmine Ponce shared she was happy and excited to be a part of Policy Council adding that this will be a learning experience for many members. She was also appreciative of being made to feel very welcomed. Nila Hogan thanked members for their support and electing her as Community Representative for another term. She also wished everyone a great week and a happy Thanksgiving.

10. **Next Scheduled Meeting**
The next meeting will be held on December 21, 2021, at 5:30 p.m.

11. **Adjournment**
Chairperson, Andrea Martinez adjourned the meeting at 6:20 p.m.

DATE	January 5, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 407 812 824#

Personnel & Affirmative Action Committee Minutes

1. **Call to Order**

   Committee Chair Fred Plane called the meeting to order at 12:05 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll Call was taken with a quorum present.

   Present: Fred Plane (Chair), Jimmie Childress, Craig Henderson

   Absent: Michelle Jara-Rangel, Yolanda Ochoa

   Others present: Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; Lisa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; Tracy Webster, Chief Financial Officer; and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Regular Business**

   a. New 457(b) Executive Discretionary Supplemental Retirement Benefit Policy – Lisa McGranahan, Director of Human Resources – ***Action Item***

      Lisa McGranahan presented the above action item for approval and reported that the purpose of this change is to attract and retain qualified leadership staff.

      Fred Plane asked if this benefit is an ongoing increase annually. Lisa responded that it is a year-by-year determination. It is discretionary and based on performance and tis designed o reward exceptional performance. This is a one-time increase annually

      Fred Plane asked what the fiscal impact will be to CAPK. Tracy responded that the total cost is estimated to be $70,000, however, about $40,000 is being covered by program grants with $30,000 covered by the Indirect Fund.

Tracy also said this is an ongoing policy for the plan that was approved in 2021 and as of now, the CEO is the only person enrolled in the 457(b) plan.

Fred commented that due to the importance of these items, he would like the first three items to be pulled from Board Consent Agenda and asked staff to use the questions asked today to update the presentation to the full Board.

Motion was made and seconded to approve Fred Plane's recommendation to present this item, and items 4b and 4c at the upcoming Board Meeting. Carried by unanimous vote (Henderson/Childress).

b. New Executive Vehicle Stipend Policy – Lisa McGranahan, Director of Human Resources – ***Action Item***

Lisa McGranahan presented the above action item for approval and reported that the proposed stipend does not apply to executive staff that travel out of the county. Fred Plane suggested referencing the need to maintain adequate insurance policy. Tracy said that we have a very specific travel and vehicle policy, and Fred recommended that the policy should reference the vehicle policy. Lisa said an amendment will be made and included in what is presented to the Board.

Fred asked if staff had compared this to other CAP agencies, or other nonprofits or government agencies. Lisa said that competitors in the community offer some sort of vehicle allowance.

The committee members expressed concern about vehicle maintenance and how that could be an issue in the event of a catastrophic accident caused by poor vehicle maintenance.

Jimmie Childress commented that he is concerned about liability to the Agency and requested that the language under 'Responsibilities' be revised to include language on the mechanism for the Agency to inspect vehicles. Tracy said that CAPK's legal counsel has reviewed all three policies and approved them. Jimmie said he will not vote to approve the policy as written. Craig Henderson requested a mechanism in place to review vehicle maintenance records and/or provide physical inspection.

Fred Plane suggested comparing what other agencies have created and having our legal counsel and insurance broker review. Fred also requested that the proposal include the fiscal impact. The Committee will not approve as written and requested staff prepare to present this item to the full Board with revisions.

No action was taken. The Committee referred the policy back to staff for revisions to be presented to the full Board.

c. New Executive Vacation Accrual Benefit – Lisa McGranahan, Director of Human Resources – ***Action Item***

Lisa McGranahan presented the above action item for approval. Fred Plane asked staff to explain why the Executive Staff accrues vacation benefits at a higher rate than other staff. Lisa McGranahan provided an explanation to understand the logic of recruiting gold standard employees. Fred feels it

is reasonable and said executives that are hired will have an expectation of receiving similar vacation time as what they left behind.

Fred stated that due to the importance of these items, he reiterated his previous recommendation to pull the first three items from the Board Consent Agenda for further review and approval by the full Board.

Motion was made and seconded to approve Fred Plane's recommendation. Carried by unanimous vote (Childress/Henderson).

d. Revised Payroll and Compensation Policy – Lisa McGranahan, Director of Human Resources – ***Action Item***

Lisa McGranahan presented the above action item for approval and reported that the proposed shift differential pay will increase pay for employees who begin their shift sat 3:00 pm or 11:00 pm. This change will mostly impact the M Street Navigation Center. It has been very difficult to recruit employees to work those hours, so this change is designed to assist with the recruitment and retention of staff for those shifts. The pay grade is 1 or 2, so the salary is about $15/hour.

Craig Henderson agreed that this proposal is a good idea. Fred Plane said he doesn't feel it is enough and recommended an increase based on a percentage of the salary, if it will fit in the budget.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Childress/Henderson).

e. Changes/Reclassifying Finance Job Descriptions – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above action item for approval. Tracy summarized the restructure and changes of positions of the Finance Department.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

f. New Job Title and Job Description (Outreach Specialist Housing Services) – Rebecca Moreno, Director of Community Development – ***Action Item***

Rebecca Moreno presented the above action item for approval. Rebecca informed the Committee that the positions will go from now to the end of September 2022, per the contract. Rebecca also commented that staff is looking into other financial support.

Jimmie Childress said that the Housing Authority is doing something similar and questioned why CAPK is doing the same work. Rebecca replied and said the funding source is the County of Kern and the directives are very specific, and they are looking at specific target areas. Additionally, the Director of the Planning Dept with the County had requested this position.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

g. New Job Title and Job Description (Outreach Specialist) and Updated Job Descriptions and New Grade (Homeless Services) – Rebecca Moreno, Director of Community Development – ***Action Item***

Rebecca Moreno presented the above action item and reported that the job descriptions and titles have been reviewed by HR. The M Street Navigation Center is a 24-hour facility and management staff are often called out in the middle of the night to handle situations. The request is to upgrade three positions to accommodate the requirement needed to handle certain situations.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

h. CAPK Diversity, Equity, and Inclusion (DEI) Program Update – Traco Matthews, Chief Program Officer and Lisa McGranahan, Director of Human Resources – ***Info Item***

Lisa McGranahan presented the above info item and reported the program was to have been presented in greater detail, however, Traco Matthews, a key person in this program was unable to attend the meeting. Lisa provided a brief update and said that more details will be provided at the next meeting.

5. Committee Member Comments

No comments.

6. Next Scheduled Meeting

Personnel & Affirmative Action Committee
12:00 pm
February 2, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 1:41 pm.